



## City Council Meeting

**Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor**

Please click the link below to join the webinar:

<https://zoom.us/j/97026676849>

Or Telephone: +1 305 224 1968 US

Webinar ID: 970 2667 6849

**\*\*CCTV link: [https://www.youtube.com/playlist?list=PLIjLFn4BZd2PwCge7lNoKug676jIf\\_iUA](https://www.youtube.com/playlist?list=PLIjLFn4BZd2PwCge7lNoKug676jIf_iUA) \*\***

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

**To participate in Public Forum via ZOOM sign up here:**

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

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

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

## 1. Agenda

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| <b>Subject</b>     | <b>1.1. Motion to amend/adopt agenda</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Category           | 1. Agenda                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Department         | Council and Board                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Type               | Action<br>Procedural                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Recommended Action | Motion to amend/adopt agenda as follows: add to the consent agenda item 5.30. Communication: Judith Yarnell, re: Comments for Mark Barlow, City Councilor; add to the consent agenda item 5.31. Communication: Nichola Persampieri, re: City Council Meeting, 9/9/24 Agenda Item No. 6.6. Two RFPs Related to McNeil and Forestry; remove from the consent agenda item 5.10. Request to accept a Federal Aviation Administration (FAA) Grant for the Residential Sound Insulation Project (RSIP) Phase 4 Project and Execute Contracts for Construction and Inspection Services for this Project with Strong Tower Construction, Inc and Jones Payne Group, Inc. (JPG), respectively - Airport and place on the Deliberative Agenda as item 6.7. (per Councilor Bergman) |

## **2. Public Forum: Time Certain: 6:30 pm \*\*See above for signup instructions\*\***

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| <b>Subject</b>     | <b>2.1. Verbal Comments</b>                                                                                                             |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category           | 2. Public Forum: Time Certain: 6:30 pm **See above for signup instructions**                                                            |
| Department         | Council and Board                                                                                                                       |
| Type               | Action<br>Procedural                                                                                                                    |
| Recommended Action | open Public Forum<br>close Public Forum                                                                                                 |

## **3. Climate Emergency Reports (5 - 10 mins.)**

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| <b>Subject</b> | <b>3.1. Verbal reports</b>                                                                                                              |
| Meeting        | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category       | 3. Climate Emergency Reports (5 - 10 mins.)                                                                                             |
| Department     | Council and Board                                                                                                                       |
| Type           | Information                                                                                                                             |

## **4. Public Health & Safety Emergency Updates (5-10 mins.)**

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| <b>Subject</b> | <b>4.1. Verbal reports</b>                                                                                                              |
| Meeting        | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category       | 4. Public Health & Safety Emergency Updates (5-10 mins.)                                                                                |
| Department     | Council and Board                                                                                                                       |
| Type           | Information                                                                                                                             |

## **5. Consent Agenda**

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| <b>Subject</b>     | <b>5.1. Motion to adopt the consent agenda (as amended) and take the actions indicated</b>                                              |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category           | 5. Consent Agenda                                                                                                                       |
| Department         | Council and Board                                                                                                                       |
| Type               | Action (Consent)<br>Procedural                                                                                                          |
| Recommended Action | Motion to adopt the consent agenda (as amended) and take the actions indicated                                                          |



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| <b>Subject</b>     | <b>5.2. Communication: C/T Office, re: Accountability List</b>                                                                                                                                                                                                                                                        |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                                                                               |
| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                                                                     |
| Department         | Clerk/Treasurer's Office                                                                                                                                                                                                                                                                                              |
| Type               | Action (Consent)<br>Communication<br>Information                                                                                                                                                                                                                                                                      |
| Recommended Action | waive the reading, accept the communication and place it on file                                                                                                                                                                                                                                                      |
| <b>Subject</b>     | <b>5.3. Authorization to Accept a Work of Public Art from the Parks Foundation to the City - BCA</b>                                                                                                                                                                                                                  |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                                                                               |
| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                                                                     |
| Department         | Parks, Recreation, & Waterfront                                                                                                                                                                                                                                                                                       |
| Type               | Action (Consent)                                                                                                                                                                                                                                                                                                      |
| Recommended Action | to approve and authorize the Director of BPRW to accept a Public Art donation as described in Attachment A with a total value of \$37,865 from the Parks Foundation, and to execute all necessary documents thereto upon final review and approval of the Chief Administrative Officer and the City Attorney's Office |
| <b>Subject</b>     | <b>5.4. Reclassification of three (3) Parking Maintenance Workers - DPW/HR</b>                                                                                                                                                                                                                                        |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                                                                               |
| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                                                                     |
| Department         | Public Works Department                                                                                                                                                                                                                                                                                               |
| Type               | Action (Consent)                                                                                                                                                                                                                                                                                                      |
| Recommended Action | To approve the:<br><input type="checkbox"/> Reclassification of three (3) Parking Maintenance Workers, a Regular, Full-Time, Non-Exempt, AFSCME, Grade 11 role in the Parking and Traffic Division to three (3) Parking Maintenance Workers, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14 role.                 |
| <b>Subject</b>     | <b>5.5. Authorization to Accept State Grant for the Voices of St. Joseph's Orphanage Memorial Project - BPRW</b>                                                                                                                                                                                                      |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                                                                               |
| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                                                                     |

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| Department         | Parks, Recreation, & Waterfront                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Type               | Action (Consent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Recommended Action | to approve and authorize the acceptance of grant funds of \$85,000 from the State of Vermont Vermont Center for Crime Victim Services for the Voices of St. Joseph's Orphanage Memorial Project and authorize the Director of Parks, Recreation and Waterfront to execute the grant agreement and all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office                                                                                                                |
| <b>Subject</b>     | <b>5.6. Acceptance of grant funding AFG - Fire</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                                                                                                                                                                                                                                                                                                |
| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Department         | Fire Department                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Type               | Action (Consent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Recommended Action | move to approve and authorize the Burlington Fire Department to accept a grant from FEMA in furtherance of enhancing and expanding the department's training programs in the area of firefighting, in the amount of \$222,060.00, obligating the City to a 10% local match in an amount not to exceed \$20,187.28, subject to final review by the Chief Administrative Officer; and, further authorize the Chief Engineer to execute a grant agreement with FEMA to accept such funds, subject to review by the City Attorney's Office |
| <b>Subject</b>     | <b>5.7. Request to Accept and Execute a Federal Aviation Administration (FAA) Grant for design and construction of one additional automated exit lane (exit lane breach control systems) at both the North and South Terminal areas - Airport</b>                                                                                                                                                                                                                                                                                      |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                                                                                                                                                                                                                                                                                                |
| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Department         | Airport                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Type               | Action (Consent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Recommended Action | to approve and authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$232,243, with a 15% contingency, totaling up to \$267,079.45, as allowed under the grant, for design and construction of one additional automated exit lane (exit lane breach control systems) at both the North and South Terminal areas. subject to review and approval by the City Attorney's Office                                                                                      |
| <b>Subject</b>     | <b>5.8. Request to Accept and Execute a Federal Aviation Administration (FAA) Grant for the Terminal Integration Project (TIP) additional eligible items - Airport</b>                                                                                                                                                                                                                                                                                                                                                                 |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                                                                                                                                                                                                                                                                                                |

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| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                                        |
| Department         | Airport                                                                                                                                                                                                                                                                                  |
| Type               | Action (Consent)                                                                                                                                                                                                                                                                         |
| Recommended Action | to approve and authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$349,248.00, for the Terminal Integration Project (TIP) additional eligible items, subject to review and approval by the City Attorney's Office |

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| <b>Subject</b> | <b>5.9. Request to accept a Federal Aviation Administration (FAA) Grant for the Runway 15 - 33 Rehabilitation Project and Execute Contracts for Construction and Inspection Services for the Project with SD Ireland, Inc. (SD) and Stantec Consulting, Inc. (Stantec), respectively - Airport</b> |
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| Meeting | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
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| Category | 5. Consent Agenda |
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| Department | Airport |
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| Type | Action (Consent) |
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| Recommended Action | <ol style="list-style-type: none"><li>1. "To approve and authorize the Director of Aviation to accept and execute a grant from the Federal Aviation Administration in an amount up to \$10,445,434.00 with a 15% contingency totaling up to \$12,012,249.10 for Runway 15 - 33 Rehabilitation., subject to review and approval of the City Attorney's Office."</li><li>2. "To approve and authorize the Director of Aviation execute a contract with SD Ireland Inc. in the amount of up to \$10,227,000.00 with a 15% contingency totaling up to \$11,761,050.00 for the Runway 15 - 33 Rehabilitation construction, subject to review and approval of the City Attorney's Office."</li><li>3. "To approve and authorize the Director of Aviation to execute a contract with Stantec Consulting in the amount of up to \$534,651.00 with a 15% contingency totaling \$614,848.65, as allowed by the grant for project scope that includes project inspection fees, subject to review and approval of the City Attorney's Office."</li></ol> |
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| <b>Subject</b> | <b>5.10. Request to accept a Federal Aviation Administration (FAA) Grant for the Residential Sound Insulation Project (RSIP) Phase 4 Project and Execute Contracts for Construction and Inspection Services for this Project with Strong Tower Construction, Inc and Jones Payne Group, Inc. (JPG), respectively - Airport **NOW AGENDA ITEM 6.7.**</b> |
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| Meeting | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
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| Category | 5. Consent Agenda |
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| Department | Airport |
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| Type               | Action (Consent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Recommended Action | <ol style="list-style-type: none"> <li>1. "To approve and authorize the Director of Aviation to accept and execute a grant from the Federal Aviation Administration in an amount up to \$3,563,164.00 with a 15% contingency totaling up to \$4,097,638.60, as allowed under the grant subject to review and approval of the City Attorney's Office."</li> <li>2. "To approve and authorize the Director of Aviation execute a contract with Strong Tower in the amount of up to \$1,954,186.00 with a 15% contingency totaling up to \$2,247,313.90. As allowed by the grant for construction activities for 16 homes, subject to review and approval of the City Attorney's Office."</li> <li>3. "To approve and authorize the Director of Aviation to execute a contract with Jones Payne Group in the amount of up to \$1,542,568.82 with a 15% contingency totaling \$1,773,954.14 for noise program oversight, subject to the review and approval of the City Attorney's Office"</li> </ol> |
| Subject            | <b>5.11. Request to Accept and Execute a Federal Aviation Administration (FAA) Reimbursable Agreement (RA) Grant for the FAA Technical Operations (Tech Ops) administrative oversight and review of design and construction related to a FAA owned electrical conduit relocation required for the Airport's Development of a new Snow Removal Equipment (SRE) Building - Airport</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Department         | Airport                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Type               | Action (Consent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Recommended Action | to approve and authorize the Director of Aviation to execute a grant from the Federal Aviation Administration, to accept an amount up to \$32,086.00, with a 15% contingency, totaling up to \$36,898.90, as allowed under the grant, for FAA Technical Operations administrative oversight and review of design and construction aspects related to a FAA owned electrical conduit relocation, subject to the review and approval by the City Attorney's Office                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Subject            | <b>5.12. Classification of a Part-Time Custodian in the Department of Parks, Recreation and Waterfront - BPRW</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Department         | Parks, Recreation, & Waterfront                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Type               | Action (Consent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Recommended Action | to approve and authorize the creation and classification of the Custodian I-Facilities, a regular, limited part-time, non-exempt, Grade 9 position in the Department of Parks, Recreation & Waterfront                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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| <b>Subject</b>     | <b>5.13. Communication: Ben Traverse, City Council President, re: Tri-Partisan Committee on VTANG Mission</b>                                                                                                                                                    |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                          |
| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                |
| Department         | Council and Board                                                                                                                                                                                                                                                |
| Type               | Action (Consent)<br>Communication<br>Information                                                                                                                                                                                                                 |
| Recommended Action | waive the reading, accept the communication and place it on file                                                                                                                                                                                                 |
| <b>Subject</b>     | <b>5.14. Declaration of Elected Candidate Ward 3 Special Election - August 13th, 2024 - C/T</b>                                                                                                                                                                  |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                          |
| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                |
| Department         | Clerk/Treasurer's Office                                                                                                                                                                                                                                         |
| Type               | Action (Consent)<br>Information<br>Communication                                                                                                                                                                                                                 |
| Recommended Action | waive the reading, accept the communication and place it on file                                                                                                                                                                                                 |
| <b>Subject</b>     | <b>5.15. Reclassification of one (1) DPI - Administrator position to Permit Tech - DPI/HR</b>                                                                                                                                                                    |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                          |
| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                |
| Department         | Permitting & Inspections                                                                                                                                                                                                                                         |
| Type               | Action (Consent)                                                                                                                                                                                                                                                 |
| Recommended Action | to approve the reclassification of the Department of Permitting and Inspections Administrator, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14 position to a Permit Technician, Trades Division, a Regular, Full- time, Non-Exempt, AFSCME, Grade 15 position |
| <b>Subject</b>     | <b>5.16. Fletcher Free Library Security Guard Contract - 6 months - Library</b>                                                                                                                                                                                  |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                          |
| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                |
| Department         | Fletcher Free Library                                                                                                                                                                                                                                            |

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| Type               | Action (Consent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Recommended Action | to authorize Mary Danko, Director of the Fletcher Free Library, to execute a Contract Agreement and any related documents needed to carry out said contract with Chocolate Thunder, LLC for a 6 month contract of security guard services for the Fletcher Free Library at a rate of \$50.00 per hour for the first security guard, and \$47.50 per hour for the second security guard in an amount up to \$93,000 with a contingency of \$6,000.00 for a total maximum limiting amount of \$99,000.00, subject to final review and approval of the City Attorney's Office                                                                                                                                                                                                                                        |
| <b>Subject</b>     | <b>5.17. Court Diversion Grant Amendment #02100-FY24/25-CN - CJC</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Department         | Community Justice Center                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Type               | Action (Consent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Recommended Action | <ol style="list-style-type: none"> <li>1. To approve the acceptance of the State of Vermont Grant Award #02100-FY24/25-CN, in the amount of \$669,022, which will extend the court diversion and pretrial services being provided by the BCJC to June 30, 2025, and to authorize CEDO Director, Brian Pine to sign the grant agreement, and to take such further actions or to execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby.</li> <li>2. To authorize CEDO Director, Brian Pine, to accept future grant amendments increasing the amount of the foregoing grant and to take such further actions or to execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby.</li> </ol> |
| <b>Subject</b>     | <b>5.18. Authorization to Accept Pollution Control Grant Funding and Execute the Grant for Wastewater Treatment Facility SCADA/PLC Improvements and Disinfection Improvements - DPW - Water Resources</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Department         | Public Works Department - Water Resources                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Type               | Action (Consent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Recommended Action | <ol style="list-style-type: none"> <li>1. "To approve and recommend to the City Council that the Director of the Department of Public Works be authorized to execute a grant agreement with Vermont DEC for up to \$113,136.00 for the WWTF SCADA and PLC Improvements Project, subject to final review and approval by the City Attorney's Office."</li> <li>2. "To approve and recommend to the City Council that the Director of the Department of Public Works be authorized to execute a grant agreement with Vermont DEC for up to \$901,499.00 for the WWTF Disinfection Improvements Project, subject to final review and approval by the City Attorney's Office."</li> </ol>                                                                                                                             |
| <b>Subject</b>     | <b>5.19. Authorization to execute an Assignment and Assumption Agreement by and between Mirabelle's Inc. and Mirabelle's Bakery, LLC - Airport</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

Meeting September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Airport

Type Action (Consent)

Recommended Action to Authorize the Mayor of the City of Burlington to execute 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

**Subject 5.20. Request for Approval of a \$135,986 Budget Neutral Amendment to the Fiscal Year 2024 Patrick Leahy Burlington International Airport - Airport**

Meeting September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Airport

Type Action (Consent)

Recommended Action 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

**Subject 5.21. Communication: Mayor's Office, re: Agreement between City of Burlington and COTS Re: 58 Pearl Street acquisition and the provision of low-barrier emergency shelter for winter 2024-2025**

Meeting September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Mayor's Office

Type Action (Consent)  
Communication  
Information

Recommended Action waive the reading, accept the communication and place it on file

**Subject 5.22. BED U.S. Department of Energy Grid Resilience & Innovation Partnership grant - BED**

Meeting September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Burlington Electric Department

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|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Type               | Action (Consent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Recommended Action | to approve and authorize the BED General Manager or their designee, subject to final review and approval by the City Attorney's Office, to accept and execute the grant agreement for U.S. Department of Energy Award DE-GD0000904                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Subject</b>     | <b>5.23. Authorization to provide CCRPC with Local Match for VT127 Shared Use Path Scoping and Feasibility Study - BPRW</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Department         | Parks, Recreation, & Waterfront                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Type               | Action (Consent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Recommended Action | to approve and authorize the Director of Parks, Recreation, and Waterfront to enter into an agreement with the Chittenden County Regional Planning Commission, obligating the City to provide an amount not to exceed \$25, 162 of Bike Path Maintenance Funds to the CCRPC to act as the 20% local funding match for the VT 127 Shared Use Path Scoping and Feasibility Study grant accepted by the CCRPC from the Federal Highway Administration and totaling \$100,646 in granted funds, subject to review by the Chief Administrative Officer and City Attorney's Office                                                                                                                                                      |
| <b>Subject</b>     | <b>5.24. Reorganization of the Assessor's Office including the reclassification of two (2) positions - Assessor/HR</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Department         | Assessor's Office                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Type               | Action (Consent)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Recommended Action | <p>To approve the:</p> <ul style="list-style-type: none"> <li>• Reclassification and retitling of the Associate Assessor, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 16, role to Assessment Specialist, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, role in the Assessor's Office and authorize retroactive pay from 04/15/24 to 09/6/2024 not to exceed \$2,000.</li> <li>• Reclassification and retitling of the Assistant Residential Appraiser, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 16, role to Assessment Analyst, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, role in the Assessor's Office and authorize retroactive pay from 04/15/24 to 09/6/2024 not to exceed \$1,900.</li> </ul> |
| <b>Subject</b>     | <b>5.25. Reorganization of the Assessor's office including the reclassification of the City Assessor - Assessor/HR</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |



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| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                                                                                |
| Department         | Assessor's Office                                                                                                                                                                                                                                                                                                                |
| Type               | Action (Consent)                                                                                                                                                                                                                                                                                                                 |
| Recommended Action | to approve the:<br><input type="checkbox"/> Reclassification of the City Assessor, a Regular, a Full-Time, Exempt, Non-Union, Grade 22, role to City Assessor, a Regular, Full-time, Exempt, Non-Union, Grade 28, role, in the Assessor's Office and authorize retroactive pay to April 15th, in an amount not to exceed \$8,600 |
| <b>Subject</b>     | <b>5.26. Communication: Burlington Board of Health, re: Gun Violence</b>                                                                                                                                                                                                                                                         |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                                                                                          |
| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                                                                                |
| Department         | Clerk/Treasurer's Office                                                                                                                                                                                                                                                                                                         |
| Type               | Action (Consent)<br>Communication<br>Information                                                                                                                                                                                                                                                                                 |
| Recommended Action | waive the reading, accept the communication and place it on file                                                                                                                                                                                                                                                                 |
| <b>Subject</b>     | <b>5.27. Ordinance: An Amendment to Chapter 22, Section 1, Parks Enumerated: REMOVAL OF RIVERSIDE AVENUE_NUMBER 10 (Councilor Barlow)</b>                                                                                                                                                                                        |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                                                                                          |
| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                                                                                |
| Department         | Parks, Recreation, & Waterfront                                                                                                                                                                                                                                                                                                  |
| Type               | Action (Consent)<br>Ordinance - First Reading                                                                                                                                                                                                                                                                                    |
| Recommended Action | First reading, waive the reading, suspend the rules, and place the amendment to Chapter 22 of Burlington City Ordinances as detailed in the attached ordinance form in all stages of passage.                                                                                                                                    |
| <b>Subject</b>     | <b>5.28. Ordinance: Comprehensive Development Ordinance ZA-24-04, Neighborhood Code ZA (Office of City Planning, Planning Commission)</b>                                                                                                                                                                                        |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                                                                                          |
| Category           | 5. Consent Agenda                                                                                                                                                                                                                                                                                                                |
| Department         | Council and Board                                                                                                                                                                                                                                                                                                                |

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| Type               | Action (Consent)<br>Ordinance - First Reading                                                                                                                                                   |
| Recommended Action | First Reading. Waive the reading and refer to Ordinance Committee.                                                                                                                              |
| <b>Subject</b>     | <b>5.29. Resolution: Approving The Pledging Of The Credit Of The City In Anticipation Of The Receipt Of Revenue From The Traffic Division Of The Public Works Department (Board of Finance)</b> |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                         |
| Category           | 5. Consent Agenda                                                                                                                                                                               |
| Department         | Public Works Department                                                                                                                                                                         |
| Type               | Action (Consent)<br>Resolution                                                                                                                                                                  |
| Recommended Action | waive the reading and adopt the resolution                                                                                                                                                      |
| <b>Subject</b>     | <b>5.30. Communication: Judith Yarnell, re: Comments for Mark Barlow, City Councilor</b>                                                                                                        |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                         |
| Category           | 5. Consent Agenda                                                                                                                                                                               |
| Department         | Clerk/Treasurer's Office                                                                                                                                                                        |
| Type               | Action (Consent)<br>Communication                                                                                                                                                               |
| Recommended Action | waive the reading and place the communication on file                                                                                                                                           |
| <b>Subject</b>     | <b>5.31. Communication: Nicholas Persampieri, re: City Council Meeting, 9/9/24, Agenda Item No. 6.6. Two RFPs Related to McNeil and Forestry</b>                                                |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                         |
| Category           | 5. Consent Agenda                                                                                                                                                                               |
| Department         | Clerk/Treasurer's Office                                                                                                                                                                        |
| Type               | Action (Consent)<br>Communication                                                                                                                                                               |
| Recommended Action | waive the reading and place the communication on file                                                                                                                                           |

## 6. Deliberative Agenda

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| <b>Subject</b> | <b>6.1. Resolution: Congratulating The Burlington American 10-To-12 Year-Old Little League Baseball, All-Stars For Their Vermont State Championship And Proclaiming July 27, 2025 "B.A. All The Way Day" (Councilor Traverse)(10 mins.)</b> |
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| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                              |
| Category           | 6. Deliberative Agenda                                                                                                                                               |
| Department         | Council and Board                                                                                                                                                    |
| Type               | Action<br>Resolution                                                                                                                                                 |
| Recommended Action | waive the reading and adopt the resolution                                                                                                                           |
| <b>Subject</b>     | <b>6.2. Resolution: Honoring The Service Of Representative Curt McCormack (Councilor Bergman)(10 mins.)</b>                                                          |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                              |
| Category           | 6. Deliberative Agenda                                                                                                                                               |
| Department         | Council and Board                                                                                                                                                    |
| Type               | Action<br>Resolution                                                                                                                                                 |
| Recommended Action | waive the reading and adopt the resolution                                                                                                                           |
| <b>Subject</b>     | <b>6.3. Resolution: Recognizing And Celebrating The Importance Of Older Workers And Celebrate National Employ Older Workers Week (Councilor Carpenter)(10 mins.)</b> |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                              |
| Category           | 6. Deliberative Agenda                                                                                                                                               |
| Department         | Council and Board                                                                                                                                                    |
| Type               | Action<br>Resolution                                                                                                                                                 |
| Recommended Action | waive the reading and adopt the resolution                                                                                                                           |
| <b>Subject</b>     | <b>6.4. Resolution: Formalization Of Burlington Advisory Committee On Accessibility (Full City Council)(10 mins.)</b>                                                |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                              |
| Category           | 6. Deliberative Agenda                                                                                                                                               |
| Department         | Council and Board                                                                                                                                                    |
| Type               | Action<br>Resolution                                                                                                                                                 |
| Recommended Action | waive the reading and adopt the resolution                                                                                                                           |

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| <b>Subject</b>     | <b>6.5. Creation of the NPA Public Engagement Specialist Position - CEDO/HR (10 mins.)</b>                                                                                                                                             |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                |
| Category           | 6. Deliberative Agenda                                                                                                                                                                                                                 |
| Department         | Community & Economic Development Office (CEDO)                                                                                                                                                                                         |
| Type               | Action                                                                                                                                                                                                                                 |
| Recommended Action | To approve the: <ul style="list-style-type: none"> <li>• Creation of the NPA Public Engagement Specialist – a part-time, permanent, non-exempt, AFSCME, Grade 14 position in the Community and Economic Development Office.</li> </ul> |

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| <b>Subject</b>     | <b>6.6. Two RFPs related to McNeil and Forestry - BED (20 mins.)</b>                                                                                                       |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                    |
| Category           | 6. Deliberative Agenda                                                                                                                                                     |
| Department         | Burlington Electric Department                                                                                                                                             |
| Type               | Action                                                                                                                                                                     |
| Recommended Action | to authorize the General Manager of the Burlington Electric Department or their designee to post the two RFPs subject to review and approval by the City Attorney's Office |

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| <b>Subject</b>     | <b>6.7. Request to accept a Federal Aviation Administration (FAA) Grant for the Residential Sound Insulation Project (RSIP) Phase 4 Project and Execute Contracts for Construction and Inspection Services for this Project with Strong Tower Construction, Inc. and Jones Payne Group, Inc. (JPG), respectively - Airport **WAS CONSENT AGENDA ITEM 5.10.**</b>                                                                                                                                                                  |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                                                                                                                                                                                                                                                                                           |
| Category           | 6. Deliberative Agenda                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Department         | Airport                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Type               | Action                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Recommended Action | <ol style="list-style-type: none"> <li>1. "To approve and authorize the Director of Aviation to accept and execute a grant from the Federal Aviation Administration in an amount up to \$3,563,164.00 with a 15% contingency totaling up to \$4,097,638.60, as allowed under the grant subject to review and approval of the City Attorney's Office."</li> <li>2. "To approve and authorize the Director of Aviation execute a contract with Strong Tower in the amount of up to \$1,954,186.00 with a 15% contingency</li> </ol> |

totaling up to \$2,247,313.90. As allowed by the grant for construction activities for 16 homes, subject to review and approval of the City Attorney's Office."

3. "To approve and authorize the Director of Aviation to execute a contract with Jones Payne Group in the amount of up to \$1,542,568.82 with a 15% contingency totaling \$1,773,954.14 for noise program oversight, subject to the review and approval of the City Attorney's Office"

**Subject** **6.8. Resolution: Protecting Burlington From Gun Violence (Councilors Traverse, Barlow, Carpenter, Doherty, Litwin, McKnight, Shannon)(35 mins.)**

**Meeting** September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor

**Category** 6. Deliberative Agenda

**Department** Council and Board

**Type** Action  
Resolution

**Recommended Action** waive the reading and adopt the resolution

**Subject** **6.9. Resolution: Improving Recruitment For Emergency First Responders And Reexamining The "CAP" On The Number Of Sworn Police Officers And Burlington Police Department Personnel (Councilors Doherty, Barlow, Carpenter, Litwin, McKnight, Shannon, Traverse) (35 mins.)**

**Meeting** September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor

**Category** 6. Deliberative Agenda

**Department** Council and Board

**Type** Action  
Resolution

**Recommended Action** waive the reading and adopt the resolution

**Subject** **6.10. Resolution: The Establishment Of A Downtown Public Safety Hub (Councilors Litwin, Brown McKnight, Traverse, Carpenter, Shannon, Barlow, Doherty)(30 mins.)**

**Meeting** September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor

**Category** 6. Deliberative Agenda

**Department** Council and Board

**Type** Action  
Resolution

**Recommended Action** waive the reading and adopt the resolution

**Subject** **6.11. Resolution: Assuring Our Police Department Has A Modern Facility That Assures The Health And Wellbeing Of Employees, Meets The Expectations of**

**The Public, And Provides Dignity, Security And Privacy For Perpetrators And Victims (Councilors Traverse, Barlow, Carpenter, Doherty, Litwin, McKnight, Shannon)(30 mins.)**

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| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category           | 6. Deliberative Agenda                                                                                                                  |
| Department         | Council and Board                                                                                                                       |
| Type               | Action<br>Resolution                                                                                                                    |
| Recommended Action | waive the reading and adopt the resolution                                                                                              |

## **7. Committee Reports**

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|----------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject</b> | <b>7.1. Verbal reports</b>                                                                                                              |
| Meeting        | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category       | 7. Committee Reports                                                                                                                    |
| Department     | Council and Board                                                                                                                       |
| Type           | Information                                                                                                                             |

## **8. City Council - General Affairs (up to 15 mins.)**

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|----------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject</b> | <b>8.1. Verbal reports</b>                                                                                                              |
| Meeting        | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category       | 8. City Council - General Affairs (up to 15 mins.)                                                                                      |
| Department     | Council and Board                                                                                                                       |
| Type           | Information                                                                                                                             |

## **9. City Council President - Council Updates (up to 5 mins.)**

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|----------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject</b> | <b>9.1. Verbal reports</b>                                                                                                              |
| Meeting        | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category       | 9. City Council President - Council Updates (up to 5 mins.)                                                                             |
| Department     | Council and Board                                                                                                                       |
| Type           | Information                                                                                                                             |

## **10. Mayor - General Affairs (up to 10 mins.)**

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|----------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject</b> | <b>10.1. Verbal reports</b>                                                                                                             |
| Meeting        | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor |

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| Category   | 10. Mayor - General Affairs (up to 10 mins.) |
| Department | Council and Board                            |
| Type       | Information                                  |

## 11. Adjournment

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| <b>Subject</b>     | <b>11.1. Motion to adjourn</b>                                                                                                          |
| Meeting            | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor |
| Category           | 11. Adjournment                                                                                                                         |
| Department         | Council and Board                                                                                                                       |
| Type               | Action<br>Procedural                                                                                                                    |
| Recommended Action | Motion to adjourn                                                                                                                       |

## 12. Informational and Non-Discrimination Statements

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|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject</b> | <b>12.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Licensing, Voting and Records Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.</b> |
| Meeting        | September 9, 2024 - Regular City Council Meeting - Monday, September 9, 2024, 6:30 PM, Contois Auditorium, 149 Church Street, 2nd Floor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Category       | 12. Informational and Non-Discrimination Statements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Department     | Council and Board                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Type           | Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

CITY COUNCIL ACCOUNTABILITY LIST

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

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

9/4/2024

|    | Meeting Date | Type of Document and Title                                                                                                                                                                                                   | Action Requested                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Updated Next Steps in the Process                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | 2/6/2023     | Communication re Ward 2/3 NPA Resolution to Name the New Shelburne Street Roundabout After Tony Redington and Resolution in Support of Big Heavy World Teen Center Proposal for Memorial Auditorium                          | refer the communication to TEUC and CDNR Committees respectively for further review and engagement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | TEUC Item was taken up at the March 2023 meeting. No further action taken                                                                                                                                                                                                                                                                                                                                                                             |
| 2  | 3/13/2023    | Communication re Ward 5 NPA Steering Committee to Name the New Shelburne Street Roundabout after Tonv Redington                                                                                                              | refer the communication to TEUC for further review                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | TEUC Item was taken up at the March 2023 meeting. No further action taken                                                                                                                                                                                                                                                                                                                                                                             |
| 3  | 3/13/2023    | Resolution: Supporting LGBTQIA+ Community Members and Condemning Transphobia                                                                                                                                                 | City Council will work in collaboration with community members and organizations and the City administration to develop a plan for ongoing activities to support and amplify the voices of the LGBTQIA+ community; City Council urges Burlington’s state legislative delegation to look at current state hate crime statute to look to extend protections for schools and organizations that advocate/support LGBTQ+ (and other minoritized communities) from hate motivated targeted crimes, examine Burlington’s graffiti ordinance and consider changes that address continued defacement of public property, and graffiti that spreads hateful and harmful messages.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | There have been stakeholder meetings brought forward by the Administration to address the directives in the resolution. UPDATE: Work is being done in the Legislature, a former resident created a physical Burlington trans pride flag to fly in front of City Hall in recognition of Trans Day of Visibility; the flag will fly the flag from March 15 - April 15 to celebrate Trans Day of Visibility and reboot the Trans People Belong campaign. |
| 4  | 6/5/2023     | Resolution: Accepting Grant Funding from the Department of Mental Health for the Crisis Response Team and Exploring the Creation of a Burlington CAIP Department                                                             | The City Council requests an evaluation be done to explore Burlington CAIP becoming a department of the City , an evaluation be done to review the reporting and supervisory structure needed to support three public safety departments (police, fire and CAIP), that a report come to Public Safety Committee in October 2023, approval for the Chief of Police to accept the Department of Mental Health grant for Burington CARES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | A report was to come to Public Safety in late 2023. UPDATE: this was presented to the Public Safety Committee as per the resolution in March 2024, report to the full Council in April 2024.                                                                                                                                                                                                                                                          |
| 5  | 7/24/2023    | Resolution: The Climate Emergency and the Council Request to Count Vermont Air National Guard GHG Emissions and to Plan to Eliminate VTANG Aviation and Ground GHG Emissions in the Spirit of the City's 2030 Net Zero Goals | requests that the Vermont Air Force National Guard Adjutant General, beginning for the year 2023, calculate aviation and ground fuel usage at the VTANG base and to annually provide BTV Director and TEUC with a complete record of the calculated aviation and ground greenhouse gas emission; for VTANG to work collaboratively to draft a plan to adopt simulation and augmented reality training to substantially reduce or eliminate GHG with initial meeting on or before 12/31/23 and follow up at TUEC's March 2024 meeting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Initial meeting of the parties by 12/31/2023; UPDATE: parties met at March TEUC meeting                                                                                                                                                                                                                                                                                                                                                               |
| 6  | 12/18/2023   | Ordinance: Burlington Code of Ordinances-Sections 21-45 - 21-49 Trespass                                                                                                                                                     | refer the proposed to the ordinance committee for further review to include, but not be limited to, consideration of the list of parties authorized to issue no trespass orders, balancing no trespass orders with proactive harm reduction efforts and to evaluate expanding the ability to enforce the trespass ordinance on private property.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Work being done on this in the Ordinance Committee                                                                                                                                                                                                                                                                                                                                                                                                    |
| 7  | 1/16/2024    | Proposed Charter Change: Articles 62, 63 and 65 regarding Police Oversight                                                                                                                                                   | Referred the proposed Charter change to the Police Commission for further consideration and a request for a report back to the Council by June 3, 2024.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Report back to the City Council in June 2024 from Police Commission                                                                                                                                                                                                                                                                                                                                                                                   |
| 8  | 3/11/2024    | City of Burlington, VT 2021-2023 Dog Task Force                                                                                                                                                                              | To refer the recommendations of the 2021-2023 Dog Task Force Report to the following Committees, Commissions, and Departments for further review, study, and recommended action, and to request that such bodies report back to the full Council with their findings by the first Council meeting of September, 2024: Recommendation regarding updates and additions to Chapter 5 and Chapter 22 of the Burlington Code of Ordinances to the Ordinance Committee, with Council recommendation to engage the Clerk Treasurer’s Office and Parks, Recreation, and Waterfront Department regarding sharing of license revenues; and Recommendation regarding additional Animal Control staffing and improvements to include animal related concerns to the online police report system to the Public Safety Committee and Police Commission for concurrent review; and Recommendation regarding creation of additional off-leash areas to the Parks Commission; and Recommendation regarding standing up an Education Campaign with respect to licensing requirements to the Clerk Treasurer’s Office; and, best practices for animal ownership in the City to the Police Department and the Parks, Recreation, and Waterfront Department | first council meeting in September 2024                                                                                                                                                                                                                                                                                                                                                                                                               |
| 9  | 5/6/2024     | Resolution Relating to The Relationship Between City Officials And The Neighborhood Planning Assemblies                                                                                                                      | to refer the resolution from the Ward 1 Neighborhood Planning Assembly Concerning the Relationship Between City Officials & the NPA to the Community Development and Neighborhood Revitalization Committee for further review and recommended action                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | no later than September 2024                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 10 | 5/20/2024    | Resolution: A Building Emissions Reduction Ordinance                                                                                                                                                                         | referred to TEUC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | TEUC refer any working draft BERO and any related ballot language to the Ordinance Committee no later than the last City Council meeting in October of 2024                                                                                                                                                                                                                                                                                           |
| 11 | 6/3/2024     | Resolution: Review and Update To Rental Weatherization Standards                                                                                                                                                             | TEUC to hold one or two meetings to examine implementation of the Rental Weatherization Standards and identify any reasons for delay in achieving the energy audits and weatherization work required by Ordinance to take place                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | no later than October 1, 2024, TEUC shall provide the full Council an update on its findings and make any policy update recommendations to the Ordinance Committee                                                                                                                                                                                                                                                                                    |
| 12 | 6/3/2024     | Ordinance: Chapter 18 Housing, Article V. Regulation of Conversion of Rental Housing to Condominiums or Cooperatives                                                                                                         | referred to Ordinance Committee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | not-specified                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 13 | 6/24/2024    | Ordinance: CDO--EMERGENCY SHELTERS ZA-24-03                                                                                                                                                                                  | referred to Ordinance Committee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | not-specified                                                                                                                                                                                                                                                                                                                                                                                                                                         |



# **BPRW and BCA**

## **MEMORANDUM**

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

FROM: Cindi Wight, Director, Burlington Parks Recreation and Waterfront  
Doreen Kraft, Director, Burlington City Arts

CC: Colin Storrs, Public Art and Grants Program Manager

DATE: 9/9/24

SUBJECT: Authorization to Accept a Work of Public Art from the Parks Foundation to the City.

---

### **REQUEST**

The Burlington Parks Recreation and Waterfront (BPRW) and Burlington City Arts (BCA) seeks City Council authorization to accept the donation of a work of Public Art and accompanying cash donation from the Parks Foundation, and for the Director of BPRW, their assignee, or their successor to execute all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office and Chief Administrative Officer.

### **EXECUTIVE SUMMARY**

#### **Background:**

In Summer 2024, donors Barbara and Jay White approached the Parks Department with a request to gift a public artwork created by Ryan Mays to the City, and desire to install the artwork at Perkins Pier. The work is of bronze two river otters on a pair of natural stone boulders, further described in attachment A

The donors were provided with the Art in Public Places Guidelines and followed the prescribed process for gifts of artwork, which include providing a full proposal with images, narrative and a budget for review by the receiving department and BCA's Public Art Committee, a subcommittee of the BCA Board of Advisors (see Attachment A). Given that BPRW was supportive of receiving this work for the desired location, the donors elected to supply the Parks Foundation with the funds to commission the work, cover the cost of having the Parks Maintenance team complete the site preparation, and a Public Art Maintenance endowment equal to 15% of the value of the artwork per the Art in Public Places Guidelines.

The Parks Foundation will coordinate with the donor and the artist to complete the sculpture, and when completed, gift the work to the City. If the gift is accepted, the City will prepare the site for the piece by creating an accessible, crushed gravel pad for the sculpture in coordination with the artist to ensure timely delivery.

The Public Art Committee reviewed and made a motion to recommend the acceptance of the gift during their 7/31/24 public meeting.

Project Funding:

The project will be funded in full by the Parks Foundation. The Foundation will gift the City the Work valued at \$32,200, and provide the City with a cash grant to fund the site preparation cost of \$835, and a Public Art Maintenance endowment of \$4,830. [807 Art-Public Art-Maintenance - 807 Art, Public Art 1%, Maintenance] upon delivery of the sculpture. Per the donor's request, the maintenance endowment will be paid in 2025.

Department Contact:

If you have any questions, please contact Colin Storrs at [cstorrs@burlingtoncityarts.org](mailto:cstorrs@burlingtoncityarts.org) or (802) 540-8376.

**ATTACHMENT**

- A. Gift Summary
- B. Public Art Committee Recommendation to Approve and Accept Gift Date July 31, 2024
- C. Letter of Support - Burlington Parks Recreation and Waterfront

**MOTIONS**

The Burlington Parks Recreation and Waterfront (BPRW) and Burlington City Arts (BCA) respectfully requests the Board of Finance and City Council approve the following motions:

Board of Finance

“To approve and recommend that the City Council authorize the Director of BPRW to accept a Public Art donation as described in Attachment A with a total value of \$37,865 from the Parks Foundation, and to execute all necessary documents thereto upon final review and approval of the Chief Administrative Officer and the City Attorney's Office.”

City Council

“To approve and authorize the Director of BPRW to accept a Public Art donation as described in Attachment A with a total value of \$37,865 from the Parks Foundation, and to execute all necessary documents thereto upon final review and approval of the Chief Administrative Officer and the City Attorney's Office.”

Thank you for your continued support.

## ATTACHMENT A: Gift Summary

### **Summery:**

In Summer 2024, Barbara and Jay White approached the Parks Department with a gift to the City of a work of public art, created by Ryan Mays, with the intention of installing it in Perkins Peir. Prior to reaching out, the donors commissioned the artist to create a mock-up of a pair of otters entwined on a boulder with the intention of providing this work to the City.

The Donors were provided with the Art in Public Places Guidelines and agreed to follow the prescribed process. The donors have agreed to supply the Parks Foundation with the funds to commission the work, cover the cost of having the Parks Maintenance team complete the site preparation, and a Public Art Maintenance endowment as stipulated in the guidelines.

The Parks Foundation will coordinate with the donor and the artist to complete the sculpture, and when completed, gift the work to the City. The City has agreed to prepare the site for the piece by creating an accessible, crushed gravel pad for the sculpture in coordination with the artist to ensure timely delivery.

### **Gift Value:**

The Value of the artwork is \$32,200, which includes artist payment, fabrication, and installation costs. The Donors will contribute an additional \$835 for site preparation costs, and \$4,830 for a maintenance endowment provided to the Public Art program. The Parks Foundation will provide the city with a gift of physical work of art and \$5,665 cash for the aforementioned costs. The Foundation will retain a \$1,171.08 administrative fee. The donors have requested to paid the maintenance endowment in calendar 2025.

### **Material:**

The Donor has included images of the artist's maquette as the work is still in process (included at the end of the document), the final piece will be cast bronze and attached to the rocks via epoxied pins. Artist selected the rocks at a Vermont quarry with the intention that they would match the rocks already present at the accessible playground at Oakledge Park. The images include people for scale.

### **City Department Support:**

Cindi Wight has supplied a letter of support from the BPRW.

### **Construction Documents:**

While Construction documents are not present, they were deemed unnecessary as there was no built foundation only site preparation that was coordinated between the artist and the City. The donors, artist, and city partners met on site to discuss the necessary site preparation necessary to ensure the work was properly situated, accessible, and met the donor's location desires. The Parks Department will remove the turf in the designated location and install 3 inches of fine crushed gravel.

### **Recommended Maintenance Plan:**

The materials require minimal maintenance and are not subject to wear and tear. The bronze, stainless steel, and stone should withstand the weather and elements for the required 25 years in good order. Graffiti will be dealt with on a case-by-case basis by the city if it arises.

Image #1: Maquette



Image #2: Maquette





Image #3: Maquette with People for Scale



Note: The third small stone will not be included

Image #4: Location





**To:** Burlington City Arts - Doreen Kraft, Executive Director  
**From:** Burlington City Arts - Public Art Committee  
**Date:** July 31, 2023  
**Re:** Artwork Gift - Recommendation to Approve and Accept

Dear Doreen:

Reference is hereby made to the City of Burlington Art in Public Places Guidelines and Policies (the "Guidelines"). Capitalized terms used herein, but otherwise undefined, shall have the meanings ascribed to them in the Guidelines.

On July 31, 2024, the Public Art Committee of the BCA Board of Advisors (the "Committee") met to discuss, among other things, the proposed gift of Artwork described on Exhibit A attached hereto (the "Gift"). Based on the information presented to the Committee, the Committee agreed that the Gift meets the criteria for Selecting Artists and Artwork as outlined in Section V of the Guidelines. Accordingly, the Committee voted to recommend the approval and acceptance of the Gift pursuant to Section VI.B.2 of the Guidelines.

As always, thank you for your advancement of BCA's mission and public art planning and projects – your leadership and efforts are very much appreciated!

Sincerely,

Burlington City Arts Board of Advisors

A handwritten signature in black ink, appearing to read "Patrick Shank".

Patrick Shank, Chairperson – Public Art Committee

EXHIBIT A

Description of Gift

[Removed for Clarity: see Attachment A:Gift Proposal]



7/30/24

To whom it may concern,

The Burlington Parks Recreation and Waterfront confirms their support of the receipt of the Public Art Gift of two bronze otters by Ryan Mays from the Parks Foundation as proposed.

Thank you,

  
Cindi Wight



**Board of Finance and City Council Submission Checklist**Department: Parks Recreation and Waterfront Submitter: Colin Storrs – Burlington City ArtsTitle/Subject: Authorization to Accept a Work of Public Art from the Parks Foundation to the City.

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input type="checkbox"/>            | Board of Finance | Click or tap to enter a date. |
| <input type="checkbox"/>            | City Council     | Click or tap to enter a date. |
| <input checked="" type="checkbox"/> | Concurrent       | 9/9/2024                      |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

**Signoffs Received**

| Signoff Needed                                                                                        | Received        | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|-----------------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes             | 8/6/2024                      | Cindi Wight                      |
| Mayor's Office informed and approved memo                                                             | Yes             | 8/7/2024                      | Erin Jacobsen                    |
| Board/Commission, if required                                                                         | Yes             | 7/31/2024                     | Public Art Committee             |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes             | 8/6/2024                      | Hayley McClenahan                |
| CAO has reviewed budget, financing, and memo                                                          | Yes             | 8/22/2024                     | Katherine Schad                  |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included?       | Note                             |
|--------------------------------------------------------|-----------------|----------------------------------|
| Final Memo Attached?                                   | Yes             | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | Choose an item. | Click or tap here to enter text. |
| Additional Materials, if necessary                     | Choose an item. | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | Yes             | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | Choose an item. | Click or tap here to enter text. |



**CITY OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS**

645 Pine St. Suite A  
Burlington, VT 05401  
802.865.7200 VOX  
802.863.0466 FAX  
802.863.0450 TTY

**Chapin Spencer**  
*DIRECTOR OF PUBLIC WORKS*

To: Board of Finance  
City Council

From: Matt Fitzpatrick, Parking Facilities Manager  
Alan Mashtare, Interim Division Director - Parking and Traffic  
Chapin Spencer, Director of DPW  
Tony Berry, Human Resources Manager  
Lynn Reagan, Acting Human Resources Director

Date: Monday, September 9, 2024

Subject: Reclassification of three (3) Parking Maintenance Workers

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**Executive Summary**

The Department of Public Works (DPW) and Human Resources (HR) recommend the reclassification of three (3) existing Parking Maintenance Worker positions:

- Reclassification of the Parking Maintenance Worker, Regular, Full-Time, Non-Exempt, AFSCME, Grade 11 role to a Regular, Full-time, Non-Exempt, AFSCME, Grade 14 role in the Parking and Traffic Division.

**Background on Parking Facility Worker Role**

The City has long had Parking Maintenance Workers who maintain the City's downtown municipal parking facilities including the College Street and Lakeview garages (together advertised as the Downtown Garage) as well as the Marketplace Garage. There have been several major shifts downtown that have led DPW to propose updates to the job description as we work strategically to meet future parking needs:

- The garage revenue control system has been modernized from an expensive-to-maintain gated system to a gateless pay-by-plate system that is consistent across all downtown public parking areas.
- COVID-19 shifted use of our downtown parking facilities away from monthly permit parking for office workers to more downtown residential permits and transient parking.
- Overall social struggles with houselessness, mental health, and substance use disorder have become larger issues in our public parking spaces.

As a result of these larger trends, we have updated the job descriptions to include increasing emphasis on customer service and biohazard cleanup responsibilities to meet the current needs in the downtown garages.

Without the previous gated system where we had booth attendants available to the public, our Parking Services Agents and the Parking Maintenance Workers are needed to provide customer service to assist with payment, directions, and others issues. We worked with the staff on these job description changes and AFSCME has reviewed these updates as well.

There are a couple other reasons we are advancing this reclassification in addition to the need to adjust the job description duties; they relate to competitiveness and parity. Regarding competitiveness, we are having trouble filling all the maintenance positions which limits our ability to well maintain the clean, bright environment we need to present in order to get more people back into the garages. We've been down one FTE for five months now as we've been unable to attract candidates. We've got the right management team in place and a core team with promise, but we are operationally fragile. Regarding parity, Team DPW understands many City maintenance workers across departments and divisions are Grade 14. This position, before the proposed updates are made, is currently a Grade 11. Every position is different, but given the proposed job description revisions, it is a good time to make sure there is parity across maintenance roles in the City.

### **Financial Impact**

The Parking & Traffic team budgeted for these positions to be reclassified in FY'25. DPW acknowledges that this reclassification adds expense to the budget at a time when the Traffic Fund is still working to recover from the pandemic, but having the staff to well-maintain and clean these facilities is critical to increasing public usage.

### **Motions**

#### **Board of Finance Motion:**

To approve and recommend that City Council approve the:

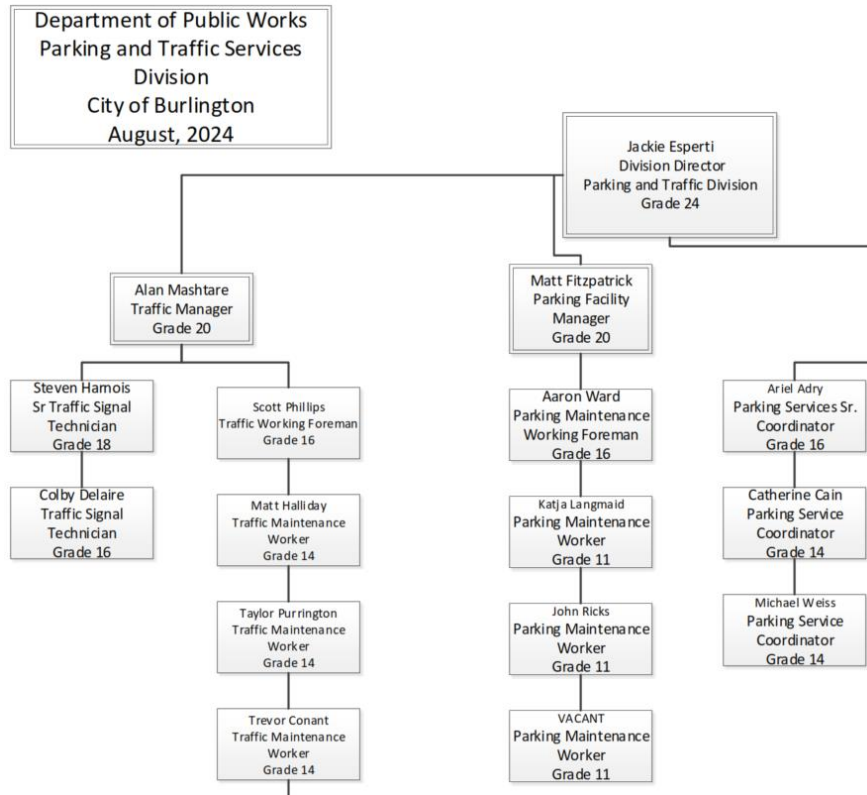
- Reclassification of three (3) Parking Maintenance Workers, a Regular, Full-Time, Non-Exempt, AFSCME, Grade 11 role in the Parking and Traffic Division to three (3) Parking Maintenance Workers, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14 role.

#### **City Council Motion:**

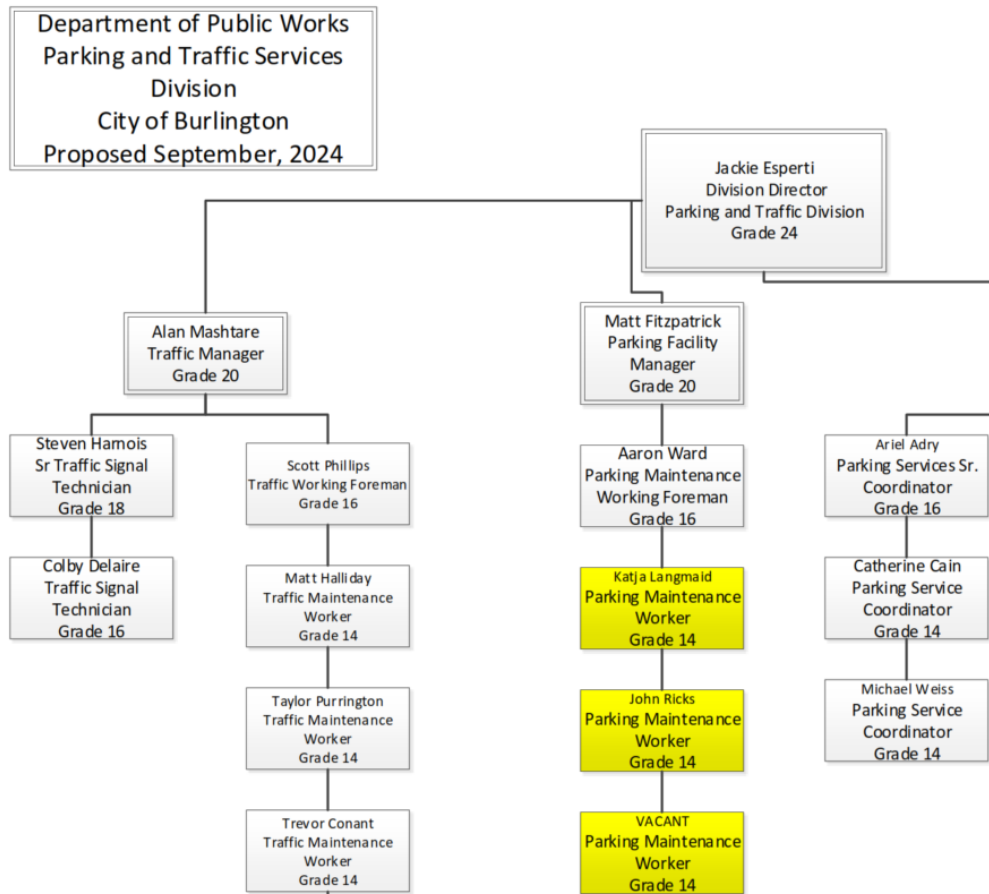
To approve the:

- Reclassification of three (3) Parking Maintenance Workers, a Regular, Full-Time, Non-Exempt, AFSCME, Grade 11 role in the Parking and Traffic Division to three (3) Parking Maintenance Workers, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14 role.

# Current Organizational Chart



# Proposed Organizational Chart



## City of Burlington Job Description

**Position Title:** Parking Maintenance Worker

**Department:** Department of Public Works

**Reports to:** Maintenance Foreman - Parking

**Pay Grade:** ~~1411~~

**Job Code:** 1057

**Exempt/Non-Exempt:** Non-exempt

**Union:** ~~AFSCME~~

**General Purpose:** This position is responsible for providing routine, preventative maintenance and repair in the municipal garages and related property (branded as "~~ParkBurlington~~"). This includes plumbing and electrical fixtures (as limited by code), masonry and concrete as well as custodial work. This position is also responsible for providing garage security and customer service.

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

- Perform routine, preventative maintenance, repair and light construction at garage facilities including but not limited to:
  - Light plumbing and electrical work as limited by code,
    - Plumbing tasks may include seasonal line draining and trouble-shooting; install, remove and repair valves and fixtures including toilets and sinks,
    - Electrical work is specifically limited to light bulb and battery replacement,
  - Air filter cleaning and replacement,
  - Elevator up-keep (e.g. general cab maintenance and cleaning; windows, walls, floors, light fixtures and door tracks, etc.),
  - Maintenance of heating and air conditioning systems; adjustments as necessary,
  - Light carpentry,
  - Replacement of glass, doors or windows,
  - Install, clean, repair and replace signs in and outside the garages,
  - Maintain and install amenities including but not limited to trash receptacles, bike racks etc.,
  - Masonry and concrete repair,
  - Painting-and-prep, line striping and marking with sprayer and stencils,
  - Assist contractors to ensure projects are complete and in a timely manner,
  - Operate mechanical and manual equipment and make minor repairs and adjustments to equipment such as replacement of shear pins, bolts and cotter pins, air cleaners, spark plugs, etc.,
  - Repair and maintenance of kiosk in parking garages and lots/replacement of gate

- ~~system mechanisms such as gate replacement, restarting equipment, re-setting the point of sale system, etc.~~
- Pressure washing of parking facilities and lots
- Operation of sweeper in facilities and lots
- Custodial work entails:
  - Open garage facilities, including but not limited to turning on parking equipment, unlocking stair towers, etc.,
  - Routine cleaning of parking garage ~~payment gate and ticket~~ equipment,
  - Sweep, clean and remove trash from outdoor walkways, driveways, and facility grounds,
  - Sweep, vacuum and mop floors throughout all garages including elevators, stairwells, offices, ~~and booths~~ and bathrooms;
  - Empty and clean trash containers; prepare trash for removal from property by outside garbage contractors,
  - Clean and sanitize bathroom sinks and toilets,
  - Maintain safe and accessible walkways, ramps and exits using a variety of materials including but not limited to de-icing products, cement and brick, simple debris removal etc.,
  - Remove snow and ice from walkways and garage facilities using manual and mechanical equipment as necessary,
  - Report to supervisor on inventory and supply needs,
  - Clean and replenish supplies of all dispensers in rest rooms,
  - Remove graffiti and address vandalism in parking facilities, notifying supervisor as necessary.
  - Removal of biohazardous waste including but not limited to needles, feces, urine, vomit, pigeon feces and blood.
  - Clean up of homeless encampments
- General
  - Maintain records, checklists and logs as necessary and required by supervisors,
  - Answer questions for the public and assist them when needed ~~or direct them to an Ambassador,~~
  - Ensure garage security and report unusual events to supervisor and/or Police,
  - Use equipment in accordance with all ~~VOSHA~~ and Department policies and procedures.
  - Keep all safety trainings update
  - Complete ~~Vueworks~~ work orders on a daily basis

**Non-Essential Job Functions:**

- Performs other duties as required.

**Qualifications/Basic Job Requirements:**

- High School diploma or equivalent and two (2) years of experience in general facility maintenance work.



- Possess and maintain valid State Driver's License.
- Ability to work outdoors in all weather conditions.
- ~~Ability to work outdoors in all weather conditions.~~
- Demonstrated knowledge of heating, plumbing and electrical systems.
- ~~Ability to operate a variety of mechanical and manual hand tools.~~
- Ability to operate a 3/4 ton truck with plow, lawn mower, string trimmer and sweeper.
- Ability to communicate effectively with a variety of employees, vendors, tenants and the general public.
- Ability to follow written and verbal instructions.
- Ability to work independently with little or no supervision.
- Ability to operate a variety of mechanical and manual hand tools required.
- Ability to create and maintain an environment that embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.
- Demonstrate honesty, integrity, and ethical behavior at all times.
- Ability to be a flexible team player that takes direction well, is safety conscious, customer-oriented, and willing and able to learn to operate all equipment and perform all tasks as assigned.
- Ability to maintain professional appearance while engaging in field work, by refraining from any use of profanity, inappropriate language, or inappropriate behavior required.
- Ability to be entrusted with keys to offices, facilities, tools and equipment.
- Ability to work outdoors in all weather conditions required.
- Ability to be on call and work nights, weekends and holidays as required.
- Work in a safe manner and ensure that others, including contractors, also work in a safe manner.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to use a cell phone and work order software/App

**Physical & Mental/Reasoning Requirements; Work Environment:** These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

|   |                                      |   |                                                                           |
|---|--------------------------------------|---|---------------------------------------------------------------------------|
| x | seeing                               | x | ability to move distances within warehouses and offices                   |
| x | color perception (red, green, amber) | x | lifting (specify 75 pounds) Two person lift above 75 pounds is required   |
| x | hearing/listening                    | x | carrying (specify 50 pounds) Two person carry above 50 pounds is required |

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

**Supervision:**

Directly Supervises: 0

Indirectly Supervises: 0

**Disclaimer:**

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

**Approvals:**

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_

Revised 10/8/02; Sent to Union 3/17/04; Final 3/31/04; Revised March 2019; Revised May 2021;  
Revised May 10 2024



## Board of Finance and City Council Submission Checklist

Chapin Spencer, Director of DPW  
Alan Mashtare, Interim Division Director – Parking  
and Traffic  
Matt Fitzpatrick – Parking Facilities Manager  
Lynn Reagan – Interim HR Director  
Tony Berry – HR Manager

Department: DPW Submitter: \_\_\_\_\_

Title/Subject: Reclassification of three (3) Parking Maintenance Workers

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input type="checkbox"/>            | Board of Finance | Click or tap to enter a date. |
| <input type="checkbox"/>            | City Council     | Click or tap to enter a date. |
| <input checked="" type="checkbox"/> | Concurrent       | 9/9/2024                      |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

### Signoffs Received

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 9/4/2024                      | Chapin Spencer                   |
| Mayor's Office informed and approved memo                                                             | Yes      | 9/4/2024                      | Joe Magee                        |
| Board/Commission, if required                                                                         | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 8/21/2024                     | Erik Ramakrishnan                |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 8/22/2024                     | Katherine Schad                  |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | Yes      | 9/4/2024                      | Tony Berry                       |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

### Materials Included

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | N/A       | Click or tap here to enter text. |
| Additional Materials, if necessary                     | Yes       | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | Yes       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | N/A       | Click or tap here to enter text. |

**Board of Finance and City Council Submission Checklist**Department: Parks, Recreation and Waterfront Submitter: Sophie SauvéTitle/Subject: Voices of St. Joseph's Orphanage (VSJO) State Funds

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input type="checkbox"/>            | Board of Finance | Click or tap to enter a date. |
| <input type="checkbox"/>            | City Council     | Click or tap to enter a date. |
| <input checked="" type="checkbox"/> | Concurrent       | 9/9/2024                      |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

**Signoffs Received**

| Signoff Needed                                                                                        | Received        | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|-----------------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes             | 8/30/2024                     | Cindi Wight                      |
| Mayor's Office informed and approved memo                                                             | Yes             | 9/3/2024                      | Joe Magee                        |
| Board/Commission, if required                                                                         | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes             | 8/30/2024                     | Hayley McClenahan                |
| CAO has reviewed budget, financing, and memo                                                          | Yes             | 9/2/2024                      | Katherine Schad                  |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included?       | Note                             |
|--------------------------------------------------------|-----------------|----------------------------------|
| Final Memo Attached?                                   | Yes             | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | Yes             | Click or tap here to enter text. |
| Additional Materials, if necessary                     | Choose an item. | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | Yes             | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | Choose an item. | Click or tap here to enter text. |

## MEMO

**Date:** September 9, 2024  
**To:** Board of Finance / City Council  
**From:** Sophie Sauvé, Parks Comprehensive Planner,  
 Cindi Wight, Director, Department of Parks, Recreation & Waterfront  
**Re:** Authorization to Accept State Grant for the Voices of St. Joseph's Orphanage Memorial Project

### I. Purpose

The Department of Parks, Recreation and Waterfront (BPRW) seeks approval and authorization to enter into an agreement with the Vermont Center for Crime Victim Services at the State of Vermont, for the Voices of St. Joseph's Orphanage (VSJO) Memorial Project. The above referenced grant covers 50% of the cost of the estimated \$160,000 project. The City of Burlington contributed \$25,000 towards the project from the General Fund in Fiscal Year 2024. The VSJO Development Committee is raising the remaining amount, with the Parks Foundation acting as fiscal sponsor.

### II. Background

Now closed, the St. Joseph's Orphanage in Burlington was home to more than 13,000 children in its 140 years of operation. After years of allegations and unsuccessful lawsuits, a 2018 BuzzFeed article led then-Vermont Attorney General T.J. Donovan to form a task force to formally investigate the allegations of abuse at the former orphanage.

Two years later, the task force came out with its findings AND recommended a Restorative Inquiry into the St. Joseph's Orphanage to bring about accountability and making amends with former orphanage residents that were still alive. A core group of these survivors, The Voices of St. Joseph's Orphanage, have worked together since 2019 to attain common goals, including the passage of legislation to protect children and publishing their creative writings. One of their common goals was to ensure that their story was not forgotten.

BPRW staff participated in listening sessions and worked with the survivors on the design of a memorial space at Kieslich Park, which is adjacent to the former orphanage building and is the outdoor space the survivors accessed as residents at St. Joseph's Orphanage. The memorial project was designed to be installed along the forthcoming path between Kieslich Park and the Greenway. It will consist of: boulders with writings by the survivors, a contemplative space, and Archway and wildflower plantings.

### PROJECT FUNDING SOURCES, BUDGET, AND ESTIMATES

The project funding sources are: City of Burlington General Fund, State of Vermont Appropriations in both FY24 and FY25 and donations (being held with the Parks Foundation).

| VSJO Memorial Project                                   |          |
|---------------------------------------------------------|----------|
| FY24 City of Burlington General Fund                    | \$25,000 |
| FY24 State of Vermont Appropriations "Big Bill" (H.494) | \$25,000 |



|                                                         |                  |
|---------------------------------------------------------|------------------|
| FY25 State of Vermont Appropriations "Big Bill" (H.883) | \$60,000         |
| Donations                                               | \$50,000         |
| <b>Total Estimated Project Budget</b>                   | <b>\$160,000</b> |

See attached concept plan of the memorial for reference.

**DEPARTMENT RECOMMENDATION**

Board of Finance Motion:

To approve and recommend that the City Council authorize the acceptance of grant funds of \$85,000 from the State of Vermont Vermont Center for Crime Victim Services for the Voices of St. Joseph's Orphanage Memorial Project and authorize the Director of Parks, Recreation and Waterfront to execute the grant agreement and all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office.

City Council Motion:

To approve and authorize the acceptance of grant funds of \$85,000 from the State of Vermont Vermont Center for Crime Victim Services for the Voices of St. Joseph's Orphanage Memorial Project and authorize the Director of Parks, Recreation and Waterfront to execute the grant agreement and all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office.



PROJECT MAP



The Future of the Park

The site of Kielich Park has site improvements planned over the next several years. In conjunction with the new accessible path leading from the nearby Cambrian Rise housing development, trail construction and formal path alignments will take place.

Restoration work includes new tree and shrub plantings to help stabilize the fragile sandy earth.

This work is being guided by the principle of reciprocity, in that we must care for and steward this landscape in the same way that the land nourishes us.





# Burlington Fire Department

136 South Winooski Avenue  
Burlington, Vermont 05401-8378  
(802) 864-4554 • (802) 658-2700 (TTY)

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



To: Board of Finance; City Council

From: Michael LaChance – Fire Chief

Date: Board of Finance 09/09/24; City Council 09/09/24

Re: Acceptance of grant funding AFG

---

I request your approval to accept a funding grant awarded to the Burlington Fire Department. The Assistance to Firefighters Grant (AFG), provided by FEMA, totals \$222,060.00 and is specifically designated to enhance our fire department's training programs to include live fire training.

The funds will be used to conduct live fire training based explicitly on the Fire Safety Research Institute's fire dynamics, which the newest information and technology has allowed us to learn. We are planning a three-phased approach to this training. First, we will conduct an Advanced Fire Behavior/Flashover class with burns. Secondly, we will conduct live fire training within an NFPA 1403 burn building to replicate fire behavior conditions and the impact certain fire tactics have on those conditions. Lastly, we will conduct live fire training evolution for multi-unit response, including all aspects of fire ground operations. We have highlighted tactics we have learned and will incorporate into our new operational guidelines. The ultimate benefit is to train and refresh all of our firefighters in the tactical decision-making of structural firefighting so that they can be prepared and as competent as possible to operate in these dangerous and dynamic environments. These improvements will significantly enhance the skills and preparedness of our firefighters, ultimately leading to improved safety and service for our community.

Accepting this grant will benefit the fire department's training budget financially, with a match cost to the department training budget not exceeding \$20,187.28 or 10% of the awarded amount. This burden will be spread between FY25 and FY26. This funding will allow us to pursue training initiatives that would otherwise be unattainable due to budget constraints.

I respectfully request the Board of Finance's recommendation and the City Council's approval to accept this grant. The grant agreement is attached for your review. We believe this opportunity will greatly benefit our fire department and the community, potentially saving lives and protecting property.

Thank you for your consideration. I sincerely appreciate your time and attention to this matter. I look forward to your positive response and am available to provide any further information you may require.

**Motion Board of Finance:**

Move to approve and recommend that the City Council authorize the Burlington Fire Department to accept a grant from FEMA in furtherance of enhancing and expanding the department's training programs in the area of firefighting, in the amount of \$222,060.00, obligating the City to a 10% local match in an amount not to exceed \$20,187.28, subject to final review by the Chief Administrative Officer; and, further authorize the Chief Engineer to execute a grant agreement with FEMA to accept such funds, subject to review by the City Attorney's Office. .

**Motion City Council:**

Move to approve and authorize the Burlington Fire Department to accept a grant from FEMA in furtherance of enhancing and expanding the department's training programs in the area of firefighting, in the amount of \$222,060.00, obligating the City to a 10% local match in an amount not to exceed \$20,187.28, subject to final review by the Chief Administrative Officer; and, further authorize the Chief Engineer to execute a grant agreement with FEMA to accept such funds, subject to review by the City Attorney's Office.

Attachment (1) Award letter

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Effective date: 07/15/2024



Troy Ruggles  
BURLINGTON FIRE DEPARTMENT  
136 S WINOOSKI AVE  
BURLINGTON, VT 05401

EMW-2023-FG-06383

Dear Troy Ruggles,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of \$201,872.72 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$20,187.28 for a total approved budget of \$222,060.00. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P. Williams".

PAMELA WILLIAMS  
Assistant Administrator, Grant Programs



# Summary Award Memo

**Program:** Fiscal Year 2023 Assistance to Firefighters Grant

**Recipient:** BURLINGTON FIRE DEPARTMENT

**UEI-EFT:** KKC6H5C6Z775

**DUNS number:** 831368092

**Award number:** EMW-2023-FG-06383

## Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

| Object Class     | Total        |
|------------------|--------------|
| Personnel        | \$158,760.00 |
| Fringe benefits  | \$0.00       |
| Travel           | \$0.00       |
| Equipment        | \$0.00       |
| Supplies         | \$0.00       |
| Contractual      | \$63,300.00  |
| Construction     | \$0.00       |
| Other            | \$0.00       |
| Indirect charges | \$0.00       |
| Federal          | \$201,872.72 |
| Non-federal      | \$20,187.28  |
| Total            | \$222,060.00 |
| Program Income   | \$0.00       |

## Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FG NOFO.

### Approved request details:

## Training

## **~~Consumables to Support Training during Period of Performance~~**

### **Ineligible**

#### DESCRIPTION

Provide bag lunches for members while in training. Allows for better time management of the training day while members don't have to leave site. \$17.50 per person, 30 members per day @ \$525.00 per day for nine days of training equals to \$4725.00.

| QUANTITY | UNIT PRICE | TOTAL      |
|----------|------------|------------|
| 270      | \$17.50    | \$4,725.00 |

#### BUDGET CLASS

Supplies

#### CHANGE FROM APPLICATION

**Item marked ineligible**

#### JUSTIFICATION

The award reflects a reduction from the amount requested in the application. This reduction removes ineligible costs for Meals requested in the application.

## **Classroom**

#### DESCRIPTION

The cost of the use of the Burn pad, Flashover trailer, Burn Building, apparatus and staff at the Vermont Fire Academy. this works out to \$6240.00 per day for live fire at the VFA for \$37440.00 and six days of flashover trailer @ \$2500.00 per day for 6 days equaling \$15000.00

| QUANTITY | UNIT PRICE  | TOTAL       |
|----------|-------------|-------------|
| 1        | \$52,440.00 | \$52,440.00 |

#### BUDGET CLASS

Contractual

## Classroom

### DESCRIPTION

cost of OT/backfill for all 90 members to attend this training. To cover the OT for off duty shifts to participate in all 3 days for three shifts equals 1260 hours per shift which equals 3780 hours of overtime at the rate of \$42.00 per hour.

| QUANTITY | UNIT PRICE | TOTAL        |
|----------|------------|--------------|
| 3,780    | \$42.00    | \$158,760.00 |

### BUDGET CLASS

Personnel

### CHANGE FROM APPLICATION

**Description changed**

### JUSTIFICATION

The award reflects a change in a line-item description to clarify that eligible personnel costs are backfill and/or overtime (not salaries or benefits including fringe).

## Consumables to Support Training during Period of Performance

### DESCRIPTION

Charter bus transportation for our members to travel 1.5 hours to fire academy as a shift for purposes of logistics and accountability. The Bus would transport down and back over six days at a fee of \$1810.00 per day or \$10860.00

| QUANTITY | UNIT PRICE  | TOTAL       |
|----------|-------------|-------------|
| 1        | \$10,860.00 | \$10,860.00 |

### BUDGET CLASS

Contractual

## Agreement Articles

**Program:** Fiscal Year 2023 Assistance to Firefighters Grant

**Recipient:** BURLINGTON FIRE DEPARTMENT

**UEI-EFT:** KKC6H5C6Z775

**DUNS number:** 831368092

**Award number:** EMW-2023-FG-06383

## Table of contents



|               |                                                                                                                                    |
|---------------|------------------------------------------------------------------------------------------------------------------------------------|
| Article<br>1  | Assurances, Administrative Requirements, Cost Principles, Representations,<br>and Certifications                                   |
| Article<br>2  | General Acknowledgements and Assurances                                                                                            |
| Article<br>3  | Acknowledgement of Federal Funding from DHS                                                                                        |
| Article<br>4  | Activities Conducted Abroad                                                                                                        |
| Article<br>5  | Age Discrimination Act of 1975                                                                                                     |
| Article<br>6  | Americans with Disabilities Act of 1990                                                                                            |
| Article<br>7  | Best Practices for Collection and Use of Personally Identifiable Information                                                       |
| Article<br>8  | Civil Rights Act of 1964 – Title VI                                                                                                |
| Article<br>9  | Civil Rights Act of 1968                                                                                                           |
| Article<br>10 | Copyright                                                                                                                          |
| Article<br>11 | Debarment and Suspension                                                                                                           |
| Article<br>12 | Drug-Free Workplace Regulations                                                                                                    |
| Article<br>13 | Duplicative Costs                                                                                                                  |
| Article<br>14 | Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX                                                       |
| Article<br>15 | E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice<br>Practices to Enhance Public Trust and Public Safety |
| Article<br>16 | Energy Policy and Conservation Act                                                                                                 |
| Article<br>17 | False Claims Act and Program Fraud Civil Remedies                                                                                  |
| Article<br>18 | Federal Debt Status                                                                                                                |
| Article<br>19 | Federal Leadership on Reducing Text Messaging while Driving                                                                        |
| Article<br>20 | Fly America Act of 1974                                                                                                            |
| Article<br>21 | Hotel and Motel Fire Safety Act of 1990                                                                                            |
| Article<br>22 | John S. McCain National Defense Authorization Act of Fiscal Year 2019                                                              |
| Article<br>23 | Limited English Proficiency (Civil Rights Act of 1964, Title VI)                                                                   |
| Article<br>24 | Lobbying Prohibitions                                                                                                              |
| Article<br>25 | National Environmental Policy Act                                                                                                  |

|         |                                                                               |
|---------|-------------------------------------------------------------------------------|
| Article | Nondiscrimination in Matters Pertaining to Faith-Based Organizations          |
| 26      |                                                                               |
| Article | Non-Supplanting Requirement                                                   |
| 27      |                                                                               |
| Article | Notice of Funding Opportunity Requirements                                    |
| 28      |                                                                               |
| Article | Patents and Intellectual Property Rights                                      |
| 29      |                                                                               |
| Article | Procurement of Recovered Materials                                            |
| 30      |                                                                               |
| Article | Rehabilitation Act of 1973                                                    |
| 31      |                                                                               |
| Article | Reporting of Matters Related to Recipient Integrity and Performance           |
| 32      |                                                                               |
| Article | Reporting Subawards and Executive Compensation                                |
| 33      |                                                                               |
| Article | Required Use of American Iron, Steel, Manufactured Products, and Construction |
| 34      | Materials                                                                     |
| Article | SAFECOM                                                                       |
| 35      |                                                                               |
| Article | Terrorist Financing                                                           |
| 36      |                                                                               |
| Article | Trafficking Victims Protection Act of 2000 (TVPA)                             |
| 37      |                                                                               |
| Article | Universal Identifier and System of Award Management                           |
| 38      |                                                                               |
| Article | USA PATRIOT Act of 2001                                                       |
| 39      |                                                                               |
| Article | Use of DHS Seal, Logo and Flags                                               |
| 40      |                                                                               |
| Article | Whistleblower Protection Act                                                  |
| 41      |                                                                               |
| Article | Environmental Planning and Historic Preservation (EHP) Review                 |
| 42      |                                                                               |
| Article | Applicability of DHS Standard Terms and Conditions to Tribes                  |
| 43      |                                                                               |
| Article | Acceptance of Post Award Changes                                              |
| 44      |                                                                               |
| Article | Disposition of Equipment Acquired Under the Federal Award                     |
| 45      |                                                                               |
| Article | Prior Approval for Modification of Approved Budget                            |
| 46      |                                                                               |
| Article | Indirect Cost Rate                                                            |
| 47      |                                                                               |
| Article | Award Performance Goals                                                       |
| 48      |                                                                               |

**Article 1****Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

**Article 2****General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Article 3</b> | <b>Acknowledgement of Federal Funding from DHS</b><br>Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Article 4</b> | <b>Activities Conducted Abroad</b><br>Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Article 5</b> | <b>Age Discrimination Act of 1975</b><br>Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Article 6</b> | <b>Americans with Disabilities Act of 1990</b><br>Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.                                                                                                                                                                                                                                                         |
| <b>Article 7</b> | <b>Best Practices for Collection and Use of Personally Identifiable Information</b><br>Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.                             |
| <b>Article 8</b> | <b>Civil Rights Act of 1964 – Title VI</b><br>Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7. |

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Article 9</b>  | <p><b>Civil Rights Act of 1968</b></p> <p>Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)</p> |
| <b>Article 10</b> | <p><b>Copyright</b></p> <p>Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.</p>                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Article 11</b> | <p><b>Debarment and Suspension</b></p> <p>Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Article 12</b> | <p><b>Drug-Free Workplace Regulations</b></p> <p>Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Article 13</b> | <p><b>Duplicative Costs</b></p> <p>Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                        |

|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Article 14</b> | <b>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</b><br>Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19. |
| <b>Article 15</b> | <b>E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety</b><br>Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.                                                                                                                                                                                                                                                                |
| <b>Article 16</b> | <b>Energy Policy and Conservation Act</b><br>Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Article 17</b> | <b>False Claims Act and Program Fraud Civil Remedies</b><br>Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Article 18</b> | <b>Federal Debt Status</b><br>All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Article 19</b> | <b>Federal Leadership on Reducing Text Messaging while Driving</b><br>Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.                                                                                                                                                                                                                                                                                  |



|                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| <b>Article 20</b> | <p><b>Fly America Act of 1974</b></p> <p>Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: <a href="https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list">Certificated Air Carriers List   US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list</a>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.</p>                                                                                                              |
| <b>Article 21</b> | <p><b>Hotel and Motel Fire Safety Act of 1990</b></p> <p>Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Article 22</b> | <p><b>John S. McCain National Defense Authorization Act of Fiscal Year 2019</b></p> <p>Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.</p>                                                                                                                                                                                                                       |
| <b>Article 23</b> | <p><b>Limited English Proficiency (Civil Rights Act of 1964, Title VI)</b></p> <p>Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <a href="https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited">https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited</a> and additional resources on <a href="http://www.lep.gov">http://www.lep.gov</a>.</p> |

**Article 24****Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

**Article 25****National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article 26****Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article 27****Non-Supplanting Requirement**

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

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| <b>Article 28</b> | <p><b>Notice of Funding Opportunity Requirements</b></p> <p>All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.</p> |
| <b>Article 29</b> | <p><b>Patents and Intellectual Property Rights</b></p> <p>Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.</p>                                                                                                                                  |
| <b>Article 30</b> | <p><b>Procurement of Recovered Materials</b></p> <p>States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.</p>         |
| <b>Article 31</b> | <p><b>Rehabilitation Act of 1973</b></p> <p>Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.</p>                                                                                                                           |
| <b>Article 32</b> | <p><b>Reporting of Matters Related to Recipient Integrity and Performance</b></p> <p>If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.</p>                                         |

**Article 33****Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

**Article 34      Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

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| <b>Article 35</b> | <b>SAFECOM</b><br>Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment   CISA. |
| <b>Article 36</b> | <b>Terrorist Financing</b><br>Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.                                                                                                                      |
| <b>Article 37</b> | <b>Trafficking Victims Protection Act of 2000 (TVPA)</b><br>Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.                                           |
| <b>Article 38</b> | <b>Universal Identifier and System of Award Management</b><br>Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.                                                                                 |
| <b>Article 39</b> | <b>USA PATRIOT Act of 2001</b><br>Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.                                                                                                                                                                 |
| <b>Article 40</b> | <b>Use of DHS Seal, Logo and Flags</b><br>Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.                                                                                    |
| <b>Article 41</b> | <b>Whistleblower Protection Act</b><br>Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.                                                                                                                                                                                                                                                                                   |



**Article 42****Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at:

<https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article 43****Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

**Article 44****Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

**Article 45****Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

**Article 46****Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article 47****Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**Article 48****Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

## Obligating document

|                                                                                                                                                                                                                                    |                                                     |                                                                                                                                              |                                                                                         |                                                                                                                                    |                                         |                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|------------------------------------------|
| <b>1. Agreement No.</b><br>EMW-2023-FG-06383                                                                                                                                                                                       | <b>2. Amendment No.</b><br>N/A                      | <b>3. Recipient No.</b><br>036000410                                                                                                         | <b>4. Type of Action</b><br>AWARD                                                       | <b>5. Control No.</b><br>WX03513N2024T                                                                                             |                                         |                                          |
| <b>6. Recipient Name and Address</b><br>BURLINGTON FIRE DEPARTMENT<br>136 S WINOOSKI AVE<br>BURLINGTON, VT 05401                                                                                                                   |                                                     | <b>7. Issuing FEMA Office and Address</b><br>Grant Programs Directorate<br>500 C Street, S.W.<br>Washington DC, 20528-7000<br>1-866-927-5646 |                                                                                         | <b>8. Payment Office and Address</b><br>FEMA, Financial Services Branch<br>500 C Street, S.W.,<br>Room 723<br>Washington DC, 20742 |                                         |                                          |
| <b>9. Name of Recipient Project Officer</b><br>Troy Ruggles                                                                                                                                                                        |                                                     | <b>9a. Phone No.</b><br>802-6581491                                                                                                          | <b>10. Name of FEMA Project Coordinator</b><br>Assistance to Firefighters Grant Program |                                                                                                                                    | <b>10a. Phone No.</b><br>1-866-274-0960 |                                          |
| <b>11. Effective Date of This Action</b><br><br>07/15/2024                                                                                                                                                                         | <b>12. Method of Payment</b><br><br>OTHER - FEMA GO | <b>13. Assistance Arrangement</b><br><br>COST SHARING                                                                                        |                                                                                         | <b>14. Performance Period</b><br>07/22/2024 to 07/21/2026<br><b>Budget Period</b><br>07/22/2024 to 07/21/2026                      |                                         |                                          |
| <b>15. Description of Action a. (Indicate funding data for awards or financial changes)</b>                                                                                                                                        |                                                     |                                                                                                                                              |                                                                                         |                                                                                                                                    |                                         |                                          |
| <b>Program Name Abbreviation</b>                                                                                                                                                                                                   | <b>Assistance Listings No.</b>                      | <b>Accounting Data(ACCS Code)</b>                                                                                                            | <b>Prior Total Award</b>                                                                | <b>Amount Awarded This Action + or (-)</b>                                                                                         | <b>Current Total Award</b>              | <b>Cumulative Non-Federal Commitment</b> |
| FG                                                                                                                                                                                                                                 | 97.044                                              | 2024-F3-GB01 - P410-xxxx-4101-D                                                                                                              | \$0.00                                                                                  | \$201,872.72                                                                                                                       | \$201,872.72                            | \$20,187.28                              |
| Totals                                                                                                                                                                                                                             |                                                     |                                                                                                                                              | \$0.00                                                                                  | \$201,872.72                                                                                                                       | \$201,872.72                            | \$20,187.28                              |
| <b>b. To describe changes other than funding data or financial changes, attach schedule and check here:</b><br>N/A                                                                                                                 |                                                     |                                                                                                                                              |                                                                                         |                                                                                                                                    |                                         |                                          |
| <b><del>16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</del></b><br>This field is not applicable for digitally signed grant agreements |                                                     |                                                                                                                                              |                                                                                         |                                                                                                                                    |                                         |                                          |

|                                                                 |                   |
|-----------------------------------------------------------------|-------------------|
| <b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>        | <b>DATE</b>       |
| <b>Troy Ruggles</b>                                             | <b>07/29/2024</b> |
| <b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b>             | <b>DATE</b>       |
| <b>PAMELA WILLIAMS, Assistant Administrator, Grant Programs</b> | <b>07/15/2024</b> |

### Board of Finance and City Council Submission Checklist

Department: Fire Submitter: M. LaChance

Title/Subject: Acceptance of AFG grant for training

|                          |                  |                               |
|--------------------------|------------------|-------------------------------|
|                          | Approval:        | Meeting Date:                 |
| <input type="checkbox"/> | Board of Finance | Click or tap to enter a date. |
| <input type="checkbox"/> | City Council     | Click or tap to enter a date. |
| <input type="checkbox"/> | Concurrent       | 9/9/2024                      |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

#### Signoffs Received

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 8/28/2024                     | M. LaChance                      |
| Mayor's Office informed and approved memo                                                             | Yes      | 8/30/2024                     | E. Jacobsen                      |
| Board/Commission, if required                                                                         | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | Yes      | 8/30/2024                     | H. McClenahan                    |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 8/30/2024                     | H. McClenahan                    |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 8/29/2024                     | K. Schad                         |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

#### Materials Included

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | N/A       | Click or tap here to enter text. |
| Additional Materials, if necessary                     | Yes       | Awards package document          |
| Draft Resolution or Motion?                            | Yes       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | N/A       | Click or tap here to enter text. |

**TO:** City of Burlington, City Council

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

**DATE:** September 9, 2024

**SUBJECT:** Request to Accept and Execute a Federal Aviation Administration (FAA) Grant for design and construction of one additional automated exit lane (exit lane breach control systems) at both the North and South Terminal areas.

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## **REQUEST**

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

1. To accept and execute a Federal Aviation Administration (“FAA”) grant for design and construction of one additional automated exit lane (exit lane breach control systems) at both the North and South Terminal areas.

## **EXECUTIVE SUMMARY**

Upon completion of the Terminal Integration Project, which consolidates the two TSA checkpoints to one location, the original north terminal project was upgraded to provide more capacity for passengers and concessions post security. This includes the removal of the existing north TSA station along with the removal of the existing escalators and glass walls. The installation of automated exit lanes (exit lane breach control systems) was added at both the North and South exits from the secure passenger area. The proposed motion for this item was approved by the Airport Commission on June 6, 2024.

**This project adds one additional automated exit lane (exit lane breach control systems) at both the North and South Terminal areas.**



## **BENEFITS ANTICIPATED:**

The original project generally consists of construction of modifications, to the second floor (north concourse) at the Airport, as required to reconfigure space (increase secure side area). Modifications are further defined as the removal/relocation of storefront glazing systems, removal/relocation of necessary egress ramp, demolition of existing escalator system and floor infill, repair/replacement of existing finishes. These modifications opened up the north concourse area for additional hold room space and concessionaires, alleviating the congestion within the north terminal.

**The benefit of adding these two lanes is an additional level of security, capacity (through put) at busy times and if one lane needs to be down for maintenance, the other can continue to function as temporarily needed.**

## **PROJECT APPROACH**

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

An open bid process was completed for the construction of this project; ultimately Engelberth Construction was selected. This project will be covered by a change order to the original project.

## **FUNDING SOURCES**

The funding is anticipated from the FAA through the typical Airport Improvement Program (AIP) process, with the funds coming from a Federal Fiscal Year 2024 Bipartisan Infrastructure Bill (BIL) appropriation, which provides 90% funding. The remaining 10% is the local share which will be funded through reimbursement through the FAA regulated Passenger Facility Charge (PFC) program. This expense was taken into account in the Airport's FY25 budget.

**PROPOSED MOTION:**

City Council:

“To approve and authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$232,243, with a 15% contingency, totaling up to \$267,079.45, as allowed under the grant, for design and construction of one additional automated exit lane (exit lane breach control systems) at both the North and South Terminal areas. subject to review and approval by the City Attorney’s Office.”

### Board of Finance and City Council Submission Checklist

Department: Airport      Submitter: H. Dusablon

Title/Subject: Automated Exit Lanes Grant Acceptance

|                                     |                  |               |
|-------------------------------------|------------------|---------------|
|                                     | Approval:        | Meeting Date: |
| <input type="checkbox"/>            | Board of Finance |               |
| <input checked="" type="checkbox"/> | City Council     | 9/9/24        |
| <input type="checkbox"/>            | Concurrent       |               |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

#### Signoffs Received

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 5/23/2024                     | N. Longo                         |
| Mayor's Office informed and approved memo                                                             | Yes      | 6/6/2024                      | E. Jacobsen                      |
| Board/Commission, if required                                                                         | Yes      | 6/5/2024                      |                                  |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 6/6/2024                      | K. Sturtevant                    |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 6/3/2024                      | K. Schad                         |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

#### Materials Included

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | N/A       | Click or tap here to enter text. |
| Additional Materials, if necessary                     | N/A       | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | N/A       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | N/A       | Click or tap here to enter text. |

**TO:** City of Burlington, City Council

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

**DATE:** September 9, 2024

**SUBJECT:** Request to Accept and Execute a Federal Aviation Administration (FAA) Grant for the Terminal Integration Project (TIP) additional eligible items.

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## **REQUEST**

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

1. To accept and execute a Federal Aviation Administration (“FAA”) grant for the Terminal Integration Project (TIP) additional eligible items.

## **EXECUTIVE SUMMARY**

This project was for design and construction of an expansion to the existing terminal building at Patrick Leahy Burlington International Airport. The primary purpose of this project was to consolidate the two (2) existing Security Screening Checkpoints (SSCPs), located at the North and South ends of the existing terminal. The combined SSCP’s allow for departing passengers to be routed in a consistent manner, regardless of airline or departure gate. This eliminates instances where departing passengers are processed through an existing SSCP, which is far from their departure gate.

The project was constructed in 2021 and is a two-story expansion, with the second floor serving to improve passenger circulation throughout the terminal building. Previously, the connectivity between the North and South concourses was poor, and this project drastically improved the passenger experience with a more direct route between the concourses.

The building is approximately 26,240 square feet (SF) of new finished floor space (13,120 SF

on each level). This configuration allows for future expansion of five (5) standard TSA screening lanes on the first floor, however currently TSA is operating 4 screening lanes.

The expanded queueing area is a relieve congestion during peak periods, when existing SSCPs are unable to keep up with demand. The queueing overflow at the South SSCP no longer spill into the ticketing area, which is immediately adjacent.

The TIP serves as the first part of other terminal expansion projects, which are identified as part of BTV's draft Airport Master Plan Update. Space limitations require future terminal and gate expansion.

This grant will allow the airport to be reimbursed for additional eligible items such as hold room furniture, relocation of TSA equipment, and a number of other building improvements. needed during the original construction, which benefits the traveling public at BTV. The original grant (AIP 125) was capped, as this was an original Congressional Directed Spending grant that did not allow increase. However, Airport staff masterfully reviewed and worked with the FAA to make sure this building was built correctly, efficiently, and would be reimbursed to the maximum extent with new grant funds.

The proposed motion for this item was approved by the Airport Commission on June 5, 2024.

## **FUNDING SOURCES**

The funding is from the FAA through the Airport Improvement Program (AIP) process, with the funds coming from a Federal Fiscal Year 2024 Bipartisan Infrastructure Bill (BIL) appropriation, which provides 90% funding. The remaining 10% is the local share which will be funded through reimbursement through the FAA regulated Passenger Facility Charge (PFC) program. This was included in the Airport's FY25 budget.

## **PROPOSED MOTION:**

City Council:

"To approve and authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$349,248.00, for the Terminal Integration Project (TIP) additional eligible items, subject to review and approval by the City Attorney's Office."

**Board of Finance and City Council Submission Checklist**Department: Airport Submitter: H. DusablonTitle/Subject: Terminal Integration Project (TIP) Grant Acceptance

|                                     |                  |               |
|-------------------------------------|------------------|---------------|
|                                     | Approval:        | Meeting Date: |
| <input type="checkbox"/>            | Board of Finance |               |
| <input checked="" type="checkbox"/> | City Council     | 9/9/24        |
| <input type="checkbox"/>            | Concurrent       |               |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 5/23/2024                     | N. Longo                         |
| Mayor's Office informed and approved memo                                                             | Yes      | 6/6/2024                      | E. Jacobsen                      |
| Board/Commission, if required                                                                         | Yes      | 6/5/2024                      |                                  |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 6/6/2024                      | K. Sturtevant                    |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 6/3/2024                      | K. Schad                         |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | N/A       | Click or tap here to enter text. |
| Additional Materials, if necessary                     | N/A       | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | N/A       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | N/A       | Click or tap here to enter text. |



TO: City of Burlington, City Council

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

DATE: September 9, 2024

SUBJECT: Request to accept a Federal Aviation Administration (FAA) Grant for the Runway 15 – 33 Rehabilitation Project and Execute Contracts for Construction and Inspection Services for this Project with SD Ireland, Inc (SDI) and Stantec Consulting, Inc. (Stantec), respectively.

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## **REQUEST**

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

1. To accept and execute a Federal Aviation Administration (FAA) grant for the Runway 15 – 33 Rehabilitation Project;
2. To execute a contract with SD Ireland, Inc (SDI) for construction improvements to Runway 15 - 33; and
3. To execute a contract with Stantec Consulting for the project construction services.

## **EXECUTIVE SUMMARY AND BENEFITS ANTICIPATED**

### **1. Project Summary:**

This project rehabilitates the center bituminous asphalt pavement portion of Runway 15-33 (4,920' x 150'). The project includes milling approximately 3" of existing pavement from the runway surface along with those portions of Taxiways Hotel, Alpha, and Brava adjacent to the runway to match elevations back into the existing grades, performing crack repair, and then place a single 3" thick lift of new pavement. After paving, the required runway/taxiway pavement markings will be re-applied. After waiting the applicable curing period, the runway surface would be grooved and new surface sensors would be installed. The project also

includes performing any crack repair on the shoulder portion of our runway. This project will not impact the existing length/width of Runway 15-33 and is only a rehabilitation of existing conditions which is typically completed every 10-20 years. The runway and shoulder pavements were last rehabilitated during a 2010 project. The current Pavement Condition Index values, which is the required FAA pavement condition evaluation process, for the runway and shoulder pavement have been completed and now indicate rehabilitation, which has been planned through our Airport Master Plan process.

## **2. Benefits Anticipated:**

This is a maintenance project to ensure the longevity and safety of the Runway for the traveling public for the next 15 years.

## **PROJECT APPROACH**

Stantec Consulting was selected to help the airport to create an initial engineers estimate, which is the start of the Airport's selection process by ensuring it meets the standards set by the FAA for this project. This price was determined through an extensive pricing process established by the FAA for all Airport Improvement Projects (AIP) grant funded projects. For FAA AIP projects a qualification-based process with an independent fee estimate (IFE) is completed for construction projects. All consulting fees over \$100,000 requires review by an independent engineer/reviewer of scope and fee. Once this is completed, a record of negotiations (RON) is completed if needed, dependent on the results of the IFE. In this case, Stantec's fees were in line and negotiated according the FAA rules and independent analysis.

The Airport advertised for competitive bids, with them being due on April 12, 2024. Two bids were received from Pike Industries and SD Ireland Construction. Both bids were in line with the initial engineers estimate, done by Stantec prior to advertising, with only an approximate \$100,000 separation in price. SD Ireland was selected after a competitive bid, and review and recommendation from Stantec. Stantec and the Airport did a full analysis, line by line on the bids received.

The proposed motions were approved by the Airport Commission on June 5, 2024.

## **FUNDING:**

The funding is anticipated from the FAA through the typical Airport Improvement Program (AIP) process, with the funds coming from the FAA Airports Entitlement and Discretionary Appropriation, which provides 90% funding. The remaining 10% is the local share which will be funded through reimbursement through the FAA regulated Passenger Facility Charge

(PFC) program. This was taken into account in the Airport's FY25 budget.

### **PROPOSED MOTIONS:**

#### **City Council:**

1. "To approve and authorize the Director of Aviation to accept and execute a grant from the Federal Aviation Administration in an amount up to \$10,445,434.00 with a 15% contingency totaling up to \$12,012,249.10 for Runway 15 – 33 Rehabilitation., subject to review and approval of the City Attorney's Office."
2. "To approve and authorize the Director of Aviation execute a contract with SD Ireland Inc. in the amount of up to \$10,227,000.00 with a 15% contingency totaling up to \$11,761,050.00 for the Runway 15 – 33 Rehabilitation construction, subject to review and approval of the City Attorney's Office."
3. "To approve and authorize the Director of Aviation to execute a contract with Stantec Consulting in the amount of up to \$534,651.00 with a 15% contingency totaling \$614,848.65, as allowed by the grant for project scope that includes project inspection fees, subject to review and approval of the City Attorney's Office."

**Board of Finance and City Council Submission Checklist**Department: Airport Submitter: H. DusablonTitle/Subject: Runway 15-33 Rehabilitation Scoping, Contract and Grant Acceptance

|                                     |                  |               |
|-------------------------------------|------------------|---------------|
|                                     | Approval:        | Meeting Date: |
| <input type="checkbox"/>            | Board of Finance |               |
| <input checked="" type="checkbox"/> | City Council     | 9/9/24        |
| <input type="checkbox"/>            | Concurrent       |               |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 5/23/2024                     | N. Longo                         |
| Mayor's Office informed and approved memo                                                             | Yes      | 6/6/2024                      | E. Jacobsen                      |
| Board/Commission, if required                                                                         | Yes      | 6/5/2024                      |                                  |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 6/6/2024                      | K. Sturtevant                    |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 6/3/2024                      | K. Schad                         |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | N/A       | Click or tap here to enter text. |
| Additional Materials, if necessary                     | N/A       | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | N/A       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | N/A       | Click or tap here to enter text. |

TO: City of Burlington, City Council

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

DATE: September 9, 2024

SUBJECT: Request to accept a Federal Aviation Administration (FAA) Grant for the Residential Sound Insulation Project (RSIP) Phase 4 Project and Execute Contracts for Construction and Inspection Services for this Project with Strong Tower Construction, Inc and Jones Payne Group, Inc. (JPG), respectively.

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## **REQUEST**

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

1. To accept and execute a FAA grant for the Residential Sound Insulation Project Phase 4 Project;
2. To execute a contract with Strong Tower for construction improvements related to sound insulation for 16 homes; and
3. To execute a contract with JPG for the RSIP Phase 4 Project for program management, design and bidding of the next approximate 50 home construction improvements

## **EXECUTIVE SUMMARY AND BENEFITS ANTICIPATED**

### **1. Project Summary:**

This Scope of Work consists of insulating residential properties in accordance with FAA noise regulations including:

- Project Management
- Community Outreach
- Evaluation of Structures for Sound Insulation
- Design Services for 50 Units
- Design and Bid Activities

- Construction Activities
- Project Evaluation and Closeout

This project scope also includes program management, program development, community outreach, evaluation of structures, design services, bid and award activities, Design and Bid / Award Services for approximately 50 homes which will be added to next year's project renovation grant as part of Phase 5.

The Residential Sound Insulation Program ("Program") is an approved measure of the 2020 FAA approved 14 CFR Part 150 Noise Compatibility Program. The overall Program when completed, includes approximately 2,600 residential units located within the 65-75 DNL contours of the approved 2023 Noise Exposure Map (NEM). To reach this goal of approximately 2,600 residential units, approximately 50 home insulation projects will be conducted each year until the project is complete. It is important to note that Leahy BTV is updating this NEM map which will be published later in 2024 which may change the contour lines and eligible areas.

Homes in this project will be located in the City of South Burlington, City of Winooski or Town of Williston.

Properties will be selected based upon their location within or adjacent to the approved 2023 Noise Exposure Map (NEM) 65 - 75 DNL with a goal of balancing the program homes between the most affected cities/town of South Burlington, Winooski and Williston. The homes are selected based off of the level of noise in decibels (dB). Based on this data, the homes are qualified to be a part of the improvement project.

The proposed motions for this item were approved by the Airport Commission on June 5, 2024.

## **2. Benefits Anticipated:**

The project will convert residential units to a compatible land use as defined by the FAA by installing an acoustical treatment package which will reduce interior noise from aircraft by upgrading living areas. Upgrades may include replacement of windows and doors with acoustically rated products and installation or upgrade of ventilation systems, with each property being designed with unique features that reduce these levels. 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. It is anticipated that this project will benefit multiple home owners, including outreach and design for 50 homes and construction improvements for 16 homes. The entire program once completed is anticipated to benefit 2,600 home owners which equates to approximate 4000 occupants.

## **PROJECT APPROACH**

Jones Payne Group (JPG) was selected to provide outreach design and construction oversight as well as overall project management services through the Airport's selection process by meeting standards by the FAA for this project. The selection process is required by the FAA and is a rigorous review of qualified consultants to perform this work. This price was determined through an extensive



pricing process established by the FAA for all airport improvement projects (AIP) grant funded projects. Anything over \$100,000 requires review by an independent engineer/reviewer of scope and fee. Once this is completed a record of negotiations (RON) is completed if needed, dependent on the results of the Independent Analysis.

The construction portion of the project was advertised in March 2023 with bids received in April 2023. The delay in contract execution was due to the inability to secure the required quantity of windows as a direct result of the bankruptcy of the initial window provider. The bids were evaluated in accordance with the prescribed criteria of the Request for Proposals (RFP) scope. After evaluation of the bids, Strong Tower was selected as the lowest responsive bidder. The Airport now seeks to execute a contract with Strong Tower for construction improvements to 52 homes.

### **FUNDING:**

The funding is anticipated from the FAA through the Airport Improvement Program (AIP) process, with the funds coming from a Federal Fiscal Year 2024 Noise Discretionary Appropriation, which provides 90% funding. The remaining 10% is the local share which will be reimbursed to the airport through the Passenger Facility Charge (PFC) program, another FAA regulated user fee revenue stream for airports. This was included in the Airport's FY25 budget.

### **PROPOSED MOTIONS:**

City Council:

1. "To approve and authorize the Director of Aviation to accept and execute a grant from the Federal Aviation Administration in an amount up to \$3,563,164.00 with a 15% contingency totaling up to \$4,097,638.60, as allowed under the grant subject to review and approval of the City Attorney's Office."
2. "To approve and authorize the Director of Aviation execute a contract with Strong Tower in the amount of up to \$1,954,186.00 with a 15% contingency totaling up to \$2,247,313.90. As allowed by the grant for construction activities for 16 homes, subject to review and approval of the City Attorney's Office."
3. "To approve and authorize the Director of Aviation to execute a contract with Jones Payne Group in the amount of up to \$1,542,568.82 with a 15% contingency totaling \$1,773,954.14 for noise program oversight, subject to the review and approval of the City Attorney's Office"

**Board of Finance and City Council Submission Checklist**Department: Airport Submitter: H. DusablonTitle/Subject: Residential Sound Insulation Program Phase 4 Grant Acceptance and Design Contracts

|                                     |                  |               |
|-------------------------------------|------------------|---------------|
|                                     | Approval:        | Meeting Date: |
| <input type="checkbox"/>            | Board of Finance |               |
| <input checked="" type="checkbox"/> | City Council     | 9/9/24        |
| <input type="checkbox"/>            | Concurrent       |               |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 5/23/2024                     | N. Longo                         |
| Mayor's Office informed and approved memo                                                             | Yes      | 6/6/2024                      | E. Jacobsen                      |
| Board/Commission, if required                                                                         | Yes      | 6/5/2024                      |                                  |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 6/6/2024                      | K. Sturtevant                    |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 6/3/2024                      | K. Schad                         |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | N/A       | Click or tap here to enter text. |
| Additional Materials, if necessary                     | N/A       | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | N/A       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | N/A       | Click or tap here to enter text. |

**TO:** City of Burlington, City Council

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

**DATE:** September 9, 2024

**SUBJECT:** Request to Accept and Execute a Federal Aviation Administration (FAA) Reimbursable Agreement (RA) Grant for the FAA Technical Operations (Tech Ops) administrative oversight and review of design and construction related to a FAA owned electrical conduit relocation required for the Airport's Development of a new Snow Removal Equipment (SRE) Building

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## **REQUEST**

The Patrick Leahy Burlington International Airport ("Airport or Leahy BTV") seeks approval and authorization to approve and recommend to the Board of Finance and City Council to accept and execute a Federal Aviation Administration ("FAA") Reimbursable Agreement (RA) grant for FAA Tech Ops administrative oversight and review of design and construction aspects related to a FAA owned electrical conduit relocation for the Snow Removal Equipment (SRE) Building

## **EXECUTIVE SUMMARY**

Passero Associates is providing the required services to design the Snow Removal Equipment (SRE) Project. Passero was selected to design our new Snow Removal Equipment (SRE building and associated relocation of FAA equipment and is currently under contract, approved by the Commission and Council in June 2023. The Project will be designed and constructed with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP). This project is the result of the SRE Building Alternatives Study which determined the project parameters, identified a conceptual site along with a conceptual building design layout that has been chosen by BTV. Therefore, this project will provide further development of the design to finalize required documents to bid the construction services for the relocation only of FAA equipment. The SRE building shall be

located adjacent to Taxiway G in the northwest corner of the field at the Airport to meet the applicable FAA advisory circulars for Snow Removal Equipment Buildings and Airfield Design. The proposed facility will consist of a building with approximately 44,500 SF of gross floor area, an estimated 137,000 SF asphalt apron to support equipment and vehicle parking and movement around the building, and an access road to connect the apron to Taxiway Golf. The services within this grant are not associated with the design of the building, but merely the relocation of FAA equipment that is required to be moved due to the addition of this new building. The FAA will be granting funds to accomplish the design of this relocation. The Airport currently has a design only grant to fully fund the design and preparing bidding documents to construct this new facility. This will not be fully designed and bid until winter of 2024/25, with a grant application expected to be submitted in spring of 2025 to full build in which time the Airport will request approvals for both construction of the new facility and grant acceptance.

The construction of the SRE building requires the relocation of conduit that is owned by the FAA. This grant consists of the FAA Administrative oversight and review of design and construction aspects related to this conduit relocation and grant closeout only. Due to funding mechanisms within the FAA, they require this portion of the project to be split separately to avoid any closeout delays with technical operations. The FAA is the owner of the conduit requiring this oversight.

## **PROJECT APPROACH**

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

## **FUNDING SOURCES**

The funding is anticipated from the FAA through the typical Airport Improvement Program (AIP) process, with the funds coming from a Federal Fiscal Year 2024 Bipartisan Infrastructure Legislation (BIL) appropriation which provides 90% funding. The remaining 10% is the local share which will be funded through reimbursement through the FAA regulated Passenger Facility Charge (PFC) program. The FY25 Airport budget accounts for this expense.

**PROPOSED MOTION:**

City Council:

“To approve and authorize the Director of Aviation to execute a grant from the Federal Aviation Administration, to accept an amount up to \$32,086.00, with a 15% contingency, totaling up to \$36,898.90, as allowed under the grant, for FAA Technical Operations administrative oversight and review of design and construction aspects related to a FAA owned electrical conduit relocation, subject to the review and approval by the City Attorney’s Office.”

**Board of Finance and City Council Submission Checklist**Department: Airport Submitter: H. DusablonTitle/Subject: Snow Removal Equipment (SRE) Building Grant Acceptance

|                                     |                  |               |
|-------------------------------------|------------------|---------------|
|                                     | Approval:        | Meeting Date: |
| <input type="checkbox"/>            | Board of Finance |               |
| <input checked="" type="checkbox"/> | City Council     | 9/9/24        |
| <input type="checkbox"/>            | Concurrent       |               |

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**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 5/23/2024                     | N. Longo                         |
| Mayor's Office informed and approved memo                                                             | Yes      | 6/6/2024                      | E. Jacobsen                      |
| Board/Commission, if required                                                                         | Yes      | 6/5/2024                      |                                  |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 6/6/2024                      | K. Sturtevant                    |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 6/3/2024                      | K. Schad                         |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | N/A       | Click or tap here to enter text. |
| Additional Materials, if necessary                     | N/A       | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | N/A       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | N/A       | Click or tap here to enter text. |



To: Board of Finance and City Council

From: Cindi Wight, Director of Parks, Recreation & Waterfront

CC: Orieta Glozheni, Human Resources Manager, Kim Bleakley, Central Facilities Manager and Deryk Roach, Parks and Central Facilities Superintendent

Date: September 9, 2024

Re: Classification of a Part-Time Custodian in the Department of Parks, Recreation and Waterfront

---

**Executive Summary:**

Burlington Parks, Recreation & Waterfront ("BPRW") is requesting the classification of a Part-time Custodian.

**Background:**

In 2019, the part-time custodian who performed custodial duties at the police station and 200 Church retired and the City hired a temporary custodian to cover the police station shift on weekends. When we filled the part-time position in 2020, the growing custodial needs in City buildings shifted the responsibilities of the part-time custodian and the temporary custodian remained covering the weekend hours at the police station.

After five years of a temporary worker filling the hours at the police station, it is evident this is no longer a temporary but a regular need. The regular hours are ten hours per week, and we budgeted an average of fifteen hours per week, for when we need a substitute in other buildings when custodians are on vacation.





**Financial Impact:**

| Position         | Current Grade/Step | Current hourly wage | Proposed Grade   | Proposed hourly wage |
|------------------|--------------------|---------------------|------------------|----------------------|
| Custodian I - PT | n/a                | \$19.15             | Grade 9 step 1-7 | \$20.52 - \$22.83    |

The total impact of this change is up to \$18,000 and we have these funds in our budget in the temporary/seasonal line and will shift them to a limited part-time salary line. There are no changes to the job description, or the number of hours already being covered.

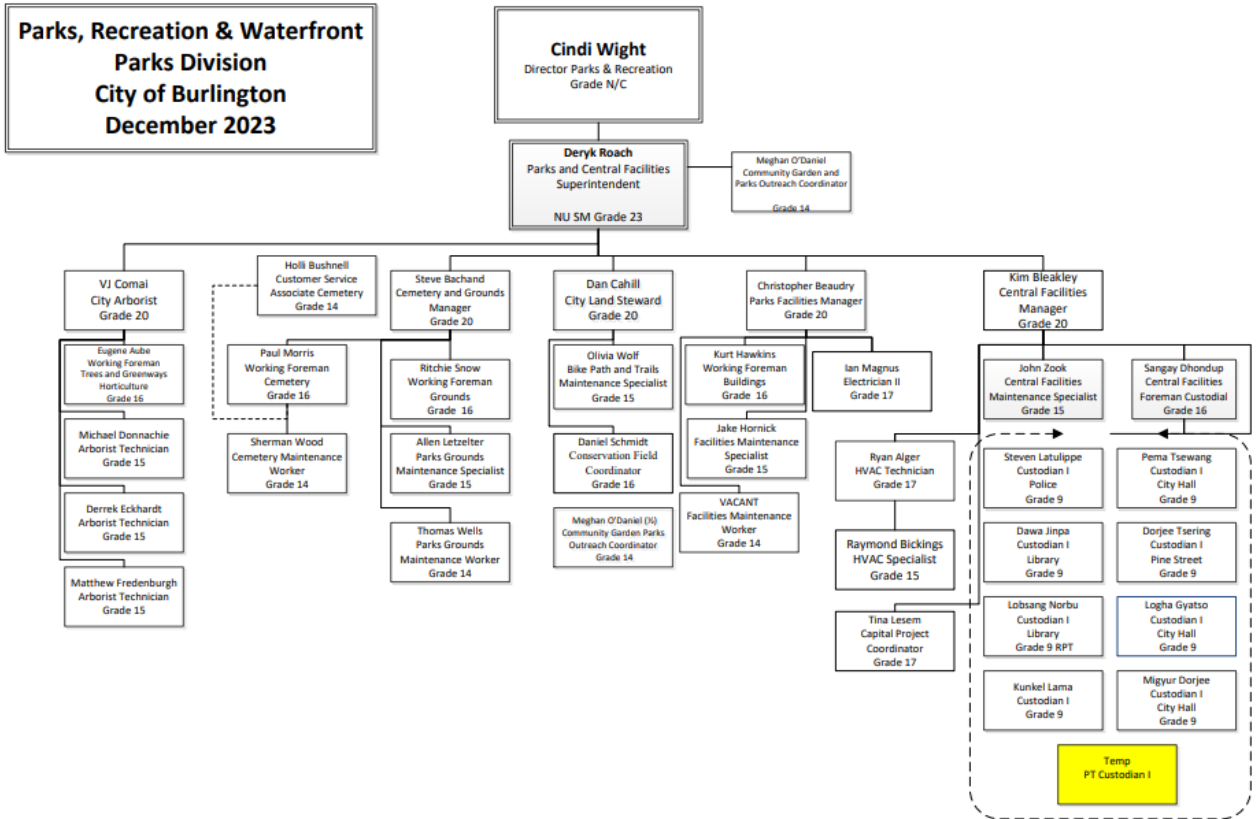
**Motions:**

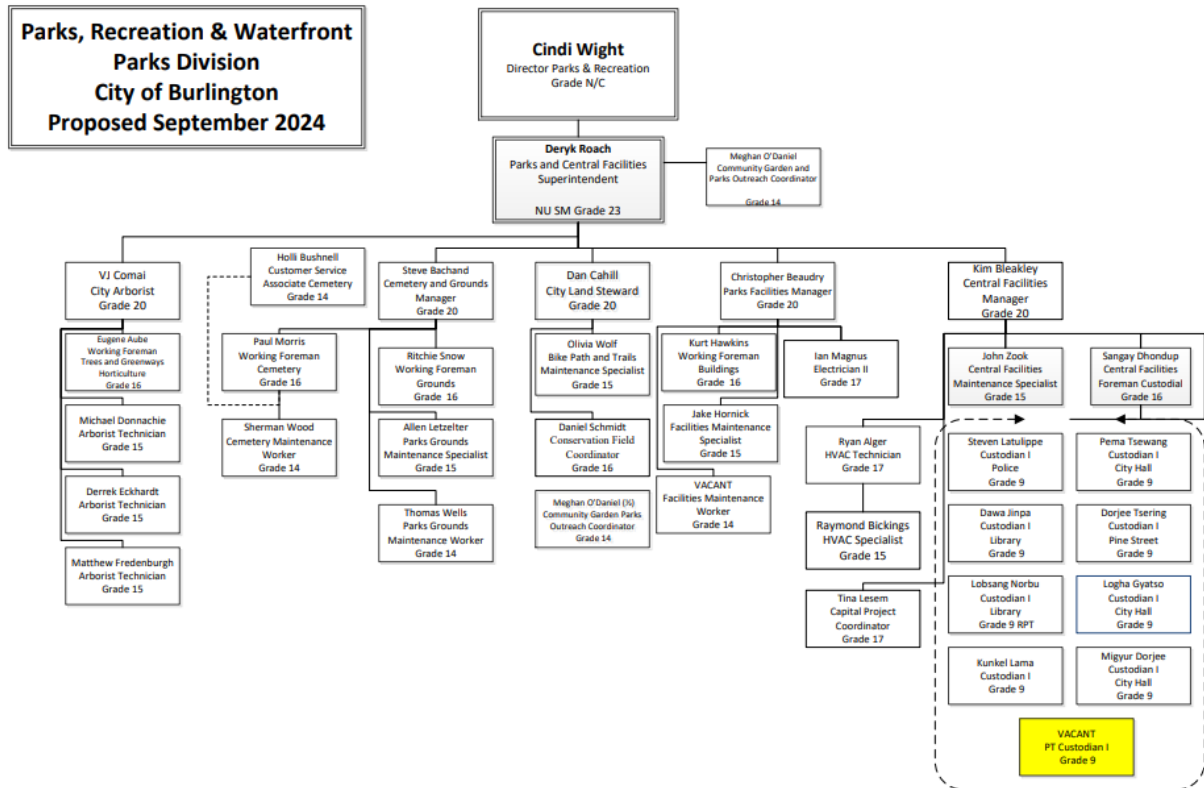
**Board of Finance Motion**

To approve and recommend that the City Council authorize the creation and classification of the Custodian I- Facilities position, a regular, limited part-time, non-exempt, Grade 9 position in the Department of Parks, Recreation & Waterfront.

**City Council Motion**

To approve and authorize the creation and classification of the Custodian I-Facilities, a regular, limited part-time, non-exempt, Grade 9 position in the Department of Parks, Recreation & Waterfront.





## City of Burlington Job Description

**Position Title:** Custodian I - Facilities

**Department:** Parks, Recreation and Waterfront

**Reports to:** Central Facilities Foreperson

**Pay Grade:** 9

**Job Code:**

438

**Exempt/Non-Exempt:** Non-Exempt

**Union:** AFSCME

**General Purpose:** This position provides general and recurring indoor and outdoor custodial work, at times using mechanical equipment. Also performs routine maintenance, building



security, and event set-up/take-down duties for City Hall, the Firehouse Gallery and other municipal buildings.

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

- Ensure building security by vacating building occupants, securing windows and doors, and reporting unusual events to supervisor.
- Perform safety inspections as required.
- Sweep, vacuum and mop floors throughout all buildings. Carpet cleaning as needed.
- Set up furniture for meetings and events at facilities as directed.
- Operate mechanical and manual equipment to strip, wash, wax and buff floors.
- Wash windows, walls, fixtures, doors, and woodwork. Polish the furniture, mirrors and chrome hardware.
- Empty and clean trash containers; prepare trash, recycling and compost for removal from property interior and exterior by outside garbage contractors.
- Clean and sanitize kitchen and bathroom sinks and toilets.
- Clean and unplug drains.
- Clean and replenish supplies of all dispensers in rest rooms.
- Sweep, clean and remove trash from outdoor walkways, driveways and facility grounds.
- Remove snow and ice from walkways using manual and mechanical equipment.
- Wash, prepare for painting and paint walls and woodwork as directed.
- Interact favorably with the general public at all times.

**Non-Essential Job Functions:**

- Perform other duties as required.

**Qualifications/Basic Job Requirements:**

- High School Diploma or equivalent and one (1) year previous experience in custodial or janitorial field working without close supervision required.
- Ability to follow written and verbal instructions.
- Ability to communicate clearly with employees and the public.
- Ability to be entrusted with keys to City buildings, officers, facilities, and tools and equipment.
- Possess and maintain valid state driver’s license.



- Ability to work in various weather conditions required.
- Ability to work with chemicals and solvents associated with cleaning and maintenance and be familiar with safety data sheets (SDS) required.
- Experience operating mechanical and manual equipment to strip, wash, wax and buff floors preferred.
- Ability to operate hand tools, power tools and various equipment required.
- Ability to work weekends, nights and holidays.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

**Physical & Mental/Reasoning Requirements; Work Environment:**

|   |                                      |   |                                                         |
|---|--------------------------------------|---|---------------------------------------------------------|
| x | seeing                               | x | ability to move distances within warehouses and offices |
|   | color perception (red, green, amber) | x | lifting (specify 50 pounds)                             |
| x | hearing/listening                    | x | carrying (specify 50 pounds)                            |
| x | clear speech                         | x | climbing                                                |
| x | touching                             | x | driving                                                 |
| x | dexterity x hand x finger            |   | ability to mount and dismount forklift                  |
| x | reading – basic                      | x | pushing/pulling                                         |
|   | reading – complex                    |   | shift work                                              |
| x | math skills – basic                  | x | moving objects                                          |
|   | math skills – complex                |   | pressurized equipment                                   |
| x | writing – basic                      | x | extreme heat                                            |
|   | writing – complex                    | x | extreme cold                                            |
| x | analysis/comprehension               | x | high places                                             |
| x | judgment/decision making             |   | noise                                                   |
|   | clerical                             | x | fumes/odors                                             |
| x | inside                               | x | dirt/dust                                               |
| x | outside                              | x | hazardous materials                                     |
| x | works alone                          | x | electrical equipment                                    |
| x | works with others                    | x | mechanical equipment                                    |



|   |                         |  |  |
|---|-------------------------|--|--|
| x | face-to-face contact    |  |  |
| x | verbal contact w/others |  |  |

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

**Supervision:**

Directly Supervises: 0

Indirectly Supervises: 0

**Disclaimer:**

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

**Approvals:**

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_

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

August 9, 2007(revised 08/17/07) (revised 12/30/14). Revised September 2017. Revised July 2019, July 2022; March 2024

### Board of Finance and City Council Submission Checklist

Department: BPRW Submitter: Cindi Wight

Title/Subject: PT custodian

|                                     |                  |               |
|-------------------------------------|------------------|---------------|
|                                     | Approval:        | Meeting Date: |
| <input type="checkbox"/>            | Board of Finance |               |
| <input type="checkbox"/>            | City Council     |               |
| <input checked="" type="checkbox"/> | Concurrent       | 9/9/24        |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

#### Signoffs Received

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 8/19/24                       | Cindi Wight                      |
| Mayor's Office informed and approved memo                                                             | Yes      | 8/26/24                       | Joe Magee                        |
| Board/Commission, if required                                                                         | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | N/A      | Click or tap to enter a date. |                                  |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 8/22/24                       | Hayley McClenahan                |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 8/23/24                       | Katherine Schad                  |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | Yes      | 8/21/2024                     | Orieta Glozheni                  |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

#### Materials Included

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | N/A       | Click or tap here to enter text. |
| Additional Materials, if necessary                     | N/A       | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | Yes       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | N/A       | Click or tap here to enter text. |



# Burlington City Council



To: City Council

From: Ben Traverse, City Council President

Date: August 28, 2024

Re: Tri-Partisan Committee on VTANG Mission

On August 12, 2024 by an 11-1 vote, the City Council passed a resolution titled “REQUESTING VERMONT’S CONGRESSIONAL DELEGATION REQUEST THE SECRETARY OF THE UNITED STATES AIR FORCE REPLACE THE CURRENT F-35 MISSION WITH ONE THAT CAUSES NO HARMFUL NOISE TO THE PEOPLE LIVING AROUND THE AIRPORT, AND ONE THAT IS FULLY COMPATIBLE WITH RESIDENTIAL NEIGHBORHOODS.”

This resolution included, among other provisions, a requirement that “the City Council President appoint a tri-partisan committee to follow up on this resolution with the Congressional Delegation and their staff, and report back regularly to the full Council on their progress. This committee shall exist until a formal response is received from either the United States Air Force or the Congressional Delegation, at which point the committee shall prepare and submit a final report to the full Council, summarizing the committee’s work, the response received, and any recommendations on next steps, and the committee shall be disbanded upon submitting this final report.”

I write to inform the City Council that I have appointed the following members and chair of this committee:

Councilor Gene Bergman (P – Ward 2), Chairperson  
Councilor Mark Barlow (I – North District)  
Councilor Ben Traverse (D – Ward 5)



**OFFICE OF THE CLERK/TREASURER**  
**City of Burlington**

City Hall, Room 20, 149 Church Street, Burlington, VT 05401 Voice (802)865-7000  
Fax (802) 865-7014  
Deaf/Hard of Hearing 711

**DECLARATION OF ELECTED CANDIDATE**  
**WARD 3 SPECIAL ELECTION – AUGUST 13<sup>th</sup>, 2024**

I, Katherine Schad, Presiding Officer for this election for the City of Burlington, Vermont do hereby declare the following candidate elected as a result of the Ward 3 Special Election held on August 13<sup>th</sup>, 2024:

| <i>Office</i>              | <i>Elected Candidate</i> | <i>% of Vote</i> |
|----------------------------|--------------------------|------------------|
| Ward 3 School Commissioner | Latasha McDonald         | 97.2%            |

  
\_\_\_\_\_  
**Katherine Schad**  
**Presiding Officer – August 13<sup>th</sup>, 2024**

08/15/24  
\_\_\_\_\_  
**Date**



**Permitting and Inspections Department**  
645 A Pine St, PO Box 849  
Burlington, VT 05402-0849  
**VOICE (802) 863-0442**  
**FAX: (802) 652-4221**

## **MEMO**

Date: September 3, 2024

To: Board of Finance/City Council

From: William M. Ward, Director of Permitting and Inspections  
Timothy Clancy, Human Resources Manager

CC: Katherine Schad, Chief Administrative Officer, Clerk/Treasurer's Office

Subject: Reclassification of one (1) DPI –Administrator position to Permit Tech

### **Executive Summary**

We propose the reclassification and retitling of one (1) position in the Department of Permitting and Inspections (DPI) Trades Division as summarized below:

- Reclassification of Permitting and Inspections Administrator, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14 position to Permit Technician, Trades Division, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15 position.

### **Background for Reclassification**

This reclassification and retitling is requested for these two primary reasons:

1. Enhanced Role: The DPI Administrator position was created in 2019 as the first point of contact for most customer requests. The reclassification of this position better represents the departmental mission of having a one-stop permitting system. The additional authority for basic permitting approvals and closures allows this position to expedite customer requests.
2. Employee Retention/Departmental Symmetry: In addition to this position there is one other full time staff member who greets customers in our lobby. That staff member is a Grade 15 Zoning Technician. This reclassification would elevate the second staff member to an equivalent status as a Trades Technician and recognize an existing staff member who has extraordinary competence in both customer service and trades permitting.

## Specific Changes to the Job Description

The reclassified position has several enhanced responsibilities

- Provide detailed information and technical assistance for customers
- Coordinating with Trades inspectors on closing permits
- Process reconciliation of permit fees prior to closure of building and trades permits
- Troubleshoot complicated administrative matters

These changes will align the position to primarily support Trades Division customers to have a more seamless permitting experience. The added responsibilities in this reclassification will allow the Trades Division Inspectors to focus their efforts on larger projects and will maximize the division's ability to generate additional revenues

## Financial Impact

The increase in salary is equal to \$3,460 annually. The overall budget impact is neutral due to expense savings this month from another department position that has yet to be filled.

| Position Title                                 | FY25 Budgeted Salary | Proposed Reclass Salary |
|------------------------------------------------|----------------------|-------------------------|
| DPI Administrator/<br>Trades Permit Technician | \$56,600             | \$60,060                |

## Proposed motions

Board of Finance Motion:

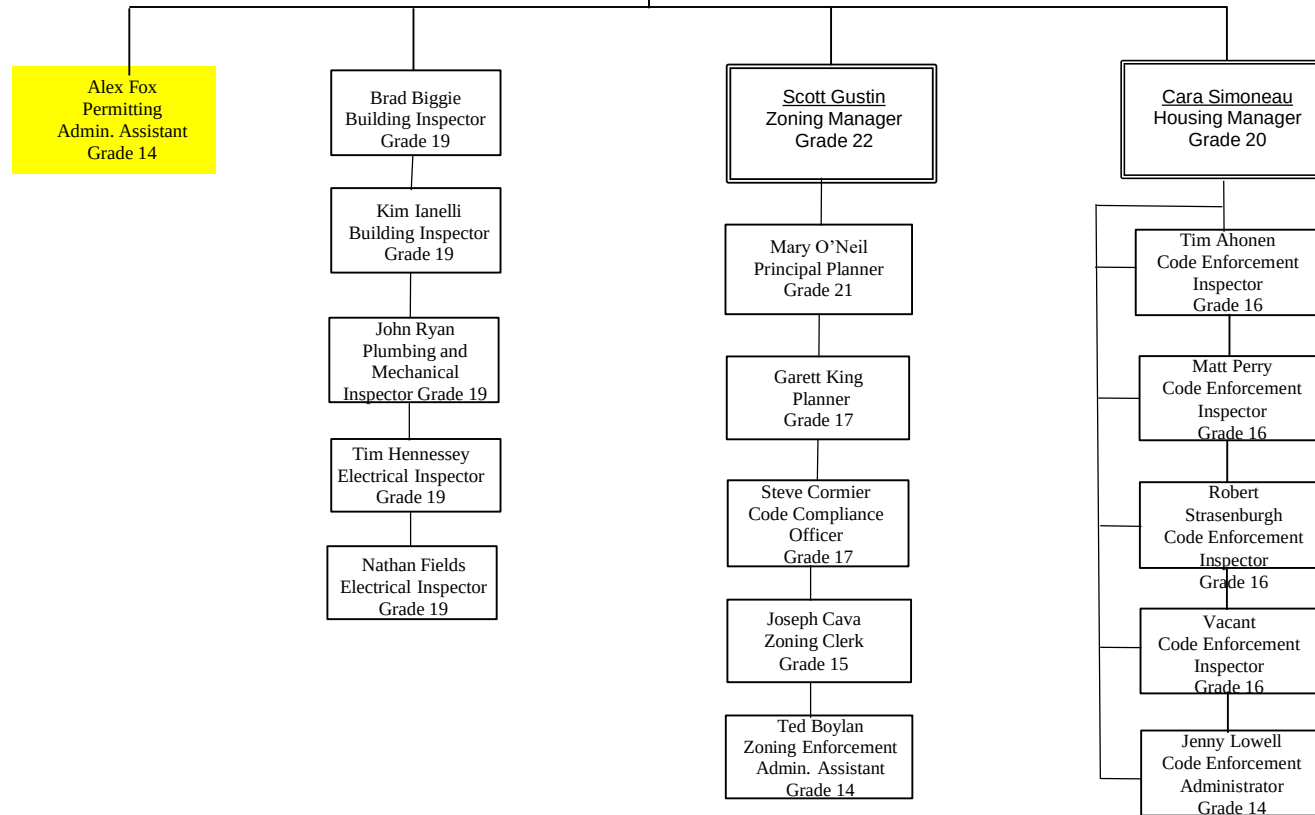
- To approve and recommend that the City Council approve the reclassification of the Department of Permitting and Inspections Administrator, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14 position to a Permit Technician, Trades Division, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15 position.

City Council Motion:

- To approve the reclassification of the Department of Permitting and Inspections Administrator, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14 position to a Permit Technician, Trades Division, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15 position.

# Permitting and Inspections Department

William Ward  
Director



## City of Burlington Job Description

**Position Title:** ~~Permitting & Inspections Administrator~~Permit Technician - Trades

**Department:** Permitting and Inspections

**Reports to:** Director of Permitting and Inspections

**Pay Grade:** ~~44~~15

**Job Code:** ~~205~~??

**Exempt/Non-Exempt:** Non-Exempt

**Union:** AFSCME

**Remote Work Rating: Tier 1**

**General Purpose:** ~~This paraprofessional position is primarily responsible for assisting in the administration of the City's development regulations (with a focus on trades and building), and devotes a significant amount of time working closely with the public to provide customer service on permitting issues. A broad and diverse range of responsibilities include providing information and assisting the public and applicants with the permitting process with an emphasis on building and trades and coordinating with inspectors as to closing permits. Provides administrative and clerical support to the Department of Permitting and Inspections. In addition, this position is responsible for providing information and assistance to the public and applicants for permits. This position is distinguished from other administrative positions, as it is responsible for providing "Administrator" level office support.~~

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

**Primary Responsibilities include:**

- ~~Provide detailed information and technical assistance at the customer service counter, via email, and over the phone on subjects such as:~~
  - ~~Building and trades permit applications, fees, and submission requirements;~~
  - ~~Building and trades permit application review process and applicable regulations;~~
  - ~~Building and trade permit issues (and refer customers on to inspectors where necessary); and,~~
  - ~~Closing out building and trades permits.~~
- ~~Meet and greet walk-in and telephone customers, provide direct assistance at counter for customer inquiries, and respond to online customer requests.~~
- ~~Enter and maintain application data and fee information in the permit system and other record keeping systems in accordance with department procedures.~~

- Provide assistance at customer service counter taking in certificate of occupancy requests and building and trades permit applications.
- Enter and maintain permit system as necessary, including information as to property transfer and changes in use of properties.
- Process “Bianchi,” permit history, and public record requests.
- Process reconciliation of permit fees prior to closure of building and trades permits.
- Provide assistance to applicants including information needed to submit an application for a permit, and information pertaining to past permits. Explain the permitting process and how it pertains to properties and areas throughout the City.
- Enter and maintain permit application data and other related City and state permit information in the permit system and other record-keeping systems in accordance with department procedures.
- Process zoning certificate of compliance requests.
- Receive and resolve customer complaints for manager review.
- Troubleshoot complicated administrative matters.
- Maintain positive and collaborative working relationships with other City and non-City departments and agencies involved in the development review and permitting process.
- Maintain positive public relations in providing information, soliciting community input, and handling public concerns.
- Responsible for basic assistance with zoning permit applications and certificates of occupancy.
- At direction of manager, produce various reports from permitting system.
- Act as staff to the Burlington Board of Health, to include scheduling and warning meeting times and locations, preparation of agendas and associated meeting packets, organizing and gathering post meeting information as necessary, and prompt preparation and online posting of minutes.
- Ensure proper public notification of all public meetings of department supported boards and commissions in accordance with city and state requirements including maintenance of mailing lists, and preparation and distribution of agendas and public notices to applicants, property owners, media outlets, and interested parties in advance of meetings in accordance with department procedures.
- Schedule and secure accessible locations for all meetings of department supported boards and commissions and any associated subcommittees.
- Provide routine administrative support, including, but not limited to:
  - Process incoming and outgoing department mail;
  - Scheduling appointments;
  - Typing;
  - Photocopying; and,
  - Data entry.
- Maintain departmental records and filing systems, including maintenance of applicable permits, resolutions, ordinances, meeting minutes and other related material, in accordance with City retention requirements and storage schedule.
- Provide research support as may be requested by other department staff to research, compile and organize information from land records, surveys, maps, permits and other legal documents for various properties.



- Record and deposit all department revenues in accordance with procedures established by the CAO's Office.
- Preparing, recording, and processing department expense vouchers and interdepartmental transfers for payment of department in accordance with procedures established by the CAO's Office.
- Researching and purchasing all office supplies in accordance with procedures established by the CAO's Office, and ensuring all general office supplies are maintained at appropriate levels.

Secondary Responsibilities may include:

- Responsible for basic assistance with zoning applications.
- In the absence of the zoning Permit Technician, be able to:
  - Record official minutes at board meetings and prepare minutes for signature and distribution in accordance with department procedures.
  - Review zoning permit applications for completeness and release zoning permits when complete.

**Non-Essential Job Functions:**

- Performs other duties as required.

**Qualifications/Basic Job Requirements:Qualifications/Basic Job Educational / Professional Requirements:**

- Bachelor's degree in urban planning, geography, architecture, landscape architecture, civil engineering, public administration, construction management, or a closely related field and one year of direct experience in development plan preparation and/or review, or zoning and/or building code administration is required.
- Additional experience may be substituted for a degree requirement on a two-for-one year basis; or
- Associate's Degree in urban planning, geography, architecture, landscape architecture, civil engineering, public administration, construction management, or a closely related field and three years of direct experience in development plan preparation and/or review, or zoning and/or building code administration will also be considered, and five (5) years of experience in a customer service and/or office management/administration capacity is required. Additional experience may be substituted for a degree requirement on a two-for-one year basis.

**Workplace Skills:**

- Working knowledge of building code principles and practices, including pertinent specialties. Ability to obtain working knowledge of City development regulations (building, trades, and zoning), and pertinent state and local regulations and statutes.
- Ability to read and understand plans, blueprints, elevations, landscaping plans, construction detail submissions, specification sheets and other technical development documents.
- Experience in land development, permitting, and/or government administration capacity is preferred.

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- ~~Ability to communicate effectively orally and in writing, and excellent interpersonal skills are required.~~
- ~~Ability to work independently and as part of the customer service team in a fast-paced, complex, detail-oriented office environment that features many repetitive tasks and strict deadlines.~~
- ~~Ability to interact professionally, and to establish and maintain positive relations with co-workers, supervisor, staff, public officials, general public, and other departments.~~
- ~~Ability to manage, and prioritize multiple initiatives, and to engage in collaborative decision-making.~~
- ~~Ability to apply tact and discretion in addressing controversial and emotionally charged issues.~~
- ~~Familiarity with municipal building standards, zoning ordinances, and related state statutes is preferred.~~
- ~~Interest in contributing to the City of Burlington, and improving the quality and effectiveness of governmental services.~~
- ~~Ability to learn and maintain knowledge of the Department's purpose, objectives, legal requirements, operations, policies, and procedures.~~
- ~~Ability to operate traditional office equipment including desktop and laptop computers and associated software, copiers, scanners, etc., accurately type a minimum of 60 words per minute, and troubleshoot common problems as necessary.~~
- ~~Some evening work is required to attend public meetings to take minutes (approx. one evening per month).~~
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- ~~Regular attendance is necessary and is essential to meeting the expectations of the job functions.~~ Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

#### Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position. Upon request for a reasonable accommodation, the City may be able to adjust or excuse one or more of these requirements, depending on the requirement, the essential function to which it relates, and the proposed accommodation. The position works in a standard office environment; field work and site visits, as well as evening work, are not typically required.

|   |        |          |                                                                        |
|---|--------|----------|------------------------------------------------------------------------|
| x | seeing | x        | ability to move distances within warehouses and offices                |
|   |        | <u>x</u> | <u>Ability to sit or stand at work station the duration of a shift</u> |

|   |                                      |   |                                        |
|---|--------------------------------------|---|----------------------------------------|
| x | color perception (red, green, amber) | x | lifting (specify 30 pounds)            |
| x | hearing/listening                    | x | carrying (specify 30 pounds)           |
| x | clear speech                         |   | climbing                               |
| x | touching                             | * | driving                                |
| x | dexterity x hand x finger            |   | ability to mount and dismount forklift |
|   | reading – basic                      |   | pushing/pulling                        |
| x | reading – complex                    |   | shift work                             |
| x | math skills – basic                  |   | moving objects                         |
|   | math skills – complex                |   | pressurized equipment                  |
| x | writing – basic                      |   | extreme heat                           |
|   | writing – complex                    |   | extreme cold                           |
| x | analysis/comprehension               |   | high places                            |
| x | judgment/decision making             |   | noise                                  |
| x | clerical                             |   | fumes/odors                            |
| x | inside                               |   | dirt/dust                              |
|   | outside                              |   | hazardous materials                    |
| x | works alone                          |   | electrical equipment                   |
| x | works with others                    | x | mechanical equipment                   |
| x | face-to-face contact                 |   |                                        |
| x | verbal contact w/others              |   |                                        |

**Supervision:**

Directly Supervises: \_\_0\_\_

Indirectly Supervises: \_\_\_\_\_

**Disclaimer:**

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

**Approvals:**

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_

Revised: December 15, 2014 / April, 2018. Revised November 2018. Revised September 2021. [Revised July 2024](#)  
[November 2022.](#)

**Board of Finance and City Council Submission Checklist**Department: Permitting and Inspections Submitter: William WardTitle/Subject: Reclassification of DPI Administrator position to Permit Tech

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input type="checkbox"/>            | Board of Finance |                               |
| <input type="checkbox"/>            | City Council     | Click or tap to enter a date. |
| <input checked="" type="checkbox"/> | Concurrent       | 9/9/2024                      |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 7/22/2024                     | Bill Ward                        |
| Mayor's Office informed and approved memo                                                             | Yes      | 9/4/2024                      | Joe Magee                        |
| Board/Commission, if required                                                                         | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 7/26/2024                     | Kim Sturtevant                   |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 7/26/2024                     | Katherine Schad                  |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | Yes      | 7/26/2024                     | Tim Clancy                       |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | N/A       | Click or tap here to enter text. |
| Additional Materials, if necessary                     | Yes       | Org Chart and Job Description    |
| Draft Resolution or Motion?                            | N/A       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | Yes       | Submitted by Director Ward DPI   |



To: Board of Finance, City Council  
From: Mary Danko, Library Director  
Date: September 9, 2024  
Re: Fletcher Free Library Security Guard Contract – 6 months

## 1. PURPOSE

This memo seeks approval to continue the contract for the Fletcher Free Library's (FFL) security services with Chocolate Thunder for 6 months of FY25.

## 2. BACKGROUND

The library has engaged contracted security services for approximately the past 13 years. Security services ensure the safety of staff, volunteers, and our community members using the library. Security services cover all of the open hours of the library. The library is a busy public space serving the needs of all members of the community.

Considerable efforts have been made over the past few years to work with security provider, Chocolate Thunder, in de-escalation skills and in promoting partnerships with various social service agencies throughout our community to serve our patrons.

The Library is committed to ensuring that it is a welcoming place for everyone. This includes ensuring everyone follows our library ordinance. The Library writes trespasses when necessary. Trespasses may be worked through using Restorative Justice or may be appealed. Appeals go to the Library Director and if there is still no consensus, the appeal may then go to the library commission. Our goal is to have everyone be able to use the library safely and comfortably. Ensuring that it is welcoming for everyone entails ensuring that all rules are followed. The library staff and security do this with kindness, thoughtfulness, and compassion.

It should also be noted that the library has restarted their Community Partners desk, which was paused during the pandemic. Various agencies are scheduled at our Community Partners table in our main reading room. This helps to build relationships with patrons who may be in need of services. Examples of our partners are Age Well, Veterans Outreach, Turning Point, and Spectrum. We are always working to help our patrons who are experiencing challenging issues.

The Board of Finance approved a Security Contract with Chocolate Thunder for the past 5 years. The current contract ended on XXX and after discussions with the Chief Administrative Officer this procurement was eligible for a sole source procurement due to the health and safety risks involved in recompeting the scope of work.

This year, there are a few changes in the proposed contract. The changes include a modest increase in the hourly rate, that is still reasonable and at the market rate. The proposed contract will be for 6 months as requested by Chocolate Thunder. There will also be 2 Security Guards at the Library for the majority of the weekend hours (Saturday \* Sunday) to provide more coverage than we have in the past when only 1 Security Guard was provided. Chocolate Thunder has been a quality vendor in providing excellent security services to the Library.



Security staff work with Library Staff, Howard Street Outreach, & the Burlington Police Department when needed to ensure that the Library is accessible and suitable for everyone.

#### 4. FUNDING SOURCES, BUDGET & ESTIMATE

This dedicated line amount was approved through the Fletcher Free Library's FY25 City of Burlington Mayor's Recommended Budget/City Council budgeting process for Operating budget line 6500\_103.

Chocolate Thunder's hourly rate is \$50.00 per hour with an additional security guard at a rate of \$47.50. This will total approximately \$ 92,700 for the first 6 months of Fiscal Year. We are requesting another \$6,000 in contingency for this contract in case of extenuating circumstances that necessitate more security hours.

The Library received Sole Source approval from CAO Katherine Schad as there is almost no capacity in the security community in Burlington to take on new clients. We cannot risk the safety of our employees and constituents by losing our relationship with our existing provider.

#### 5. DEPARTMENT RECOMMENDATIONS & MOTIONS

##### **Board of Finance:**

"To approve and recommend that the City Council approve the execution of a Contract Agreement and any related documents needed to carry out said contract with Chocolate Thunder, LLC, for a 6 month contract of security guard services for the Fletcher Free Library at a rate of \$50.00 per hour for the first security guard, and \$47.50 per hour for the second security guard in an amount up to \$93,000 with a contingency of \$6,000.00 for a total maximum limiting amount of \$99,000.00, upon final review and approval of the City Attorney's Office."

##### **City Council:**

To authorize Mary Danko, Director of the Fletcher Free Library, to execute a Contract Agreement and any related documents needed to carry out said contract with Chocolate Thunder, LLC for a 6 month contract of security guard services for the Fletcher Free Library at a rate of \$50.00 per hour for the first security guard, and \$47.50 per hour for the second security guard in an amount up to \$93,000 with a contingency of \$6,000.00 for a total maximum limiting amount of \$99,000.00, subject to final review and approval of the City Attorney's Office.

## CITY OF BURLINGTON CONSULTANT CONTRACT

This Consultant Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and [Chocolat Thunder LLC] (“Consultant”), a Vermont corporation located at [1 Mill Street Suite RLB, Burlington VT 05401].

Consultant and the City agree to the terms and conditions of this Contract.

### 1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. **“Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. **“Party”** means the City or Consultant, and “Parties” means the City and Consultant.
- D. **“Project”** means providing security detail at the Burlington Fletcher Free Library
- E. **“Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in Section 4 (Scope of Work) below.

### 2. RECITALS

- A. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- 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 Contract.

c. **Purpose.** The City seeks to employ the Consultant to provide security services for the Fletcher Free Library.

### 3. EFFECTIVE DATE & TERM

A. **Effective Date** \_\_\_\_\_. This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Consultant for any performance or expense incurred before the Effective Date or after the expiration or termination of this Contract.

B. **Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire on conclusion of 6 months or upon the satisfaction of the City, unless sooner terminated as provided herein.

### 4. SCOPE OF WORK

The Fletcher Free Library is a 48,000 square foot facility with 4 floors and outdoor grounds. The scope of work includes that the contractor will assist the Library staff in maintaining an orderly atmosphere conducive to library study and enjoyment, and to also provide protection for library users, staff, materials, furniture, equipment, and premises. All public areas of the library, inside and outside, are to be patrolled and its security cameras are to be monitored.

The contractor will

- Maintain a friendly professional presence;
- Maintain an orderly atmosphere conducive to library use and enjoyment
- Enforcing the Library rules specified in Burlington Code of Ordinances §§ 21- 27 and 21-43 and serve Notices of Prohibited Behaviors and Trespass against library users who violate these rules, with assistance of staff as needed

(see <https://www.codepublishing.com/VT/Burlington/>)

- Deal with disruptive, offensive, or inappropriate behavior in a respectful and

appropriate manner

- Refer instances of unattended or under-attended children to youth librarian/s
- Ensure that trespassed persons leave the building and property
- Work and communicate with library staff, police and other public safety personnel to serve and maintain trespasses
- Lead or assist in emergency situations as needed
- Safeguard library staff, customers, and property
- Patrol interior of building and exterior grounds with a focus on problem areas
- Participate in closing, vacating and securing library facility
- Maintain daily general record and statistical logs
- Check the restrooms for vandalism or inappropriate activities
- Write trespasses as needed
- Record incident and non-incident documentation as needed
- Put out & put away tables and chairs when weather appropriate

## 5. Scheduling

An additional guard will be scheduled for 14 hours a week. Schedule to be determined.

A. Both parties will maintain a cooperative working relationship that allows for dynamic feedback and response to concerns or issues pertaining to the security of the facility, its staff, guards, and guests. This will include periodic reviews with the Library Director or her or his designee. Please note that no part of the contract may be subcontracted.

B. The Library is open on all days except the following holidays: January 1, MLK Day, President's Day, Memorial Day, Juneteenth, July 4, Bennington Battle Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, December 25. The days the Library is closed, including for holidays, may vary and are subject to change. Security may be

requested on those days on an as- needed basis. The hourly rate for working on the holiday will be \$63.75. The Library may be open on Town Meeting Day and this is not considered a holiday for this contract.

C. All work must be performed in accordance with applicable rules, regulations, codes, and ordinances of local, state, and federal authorities, including the City of Burlington's Livable Wage Ordinance. Any changes to the current library rules, regulations, and operational protocols pertaining to the contractor's responsibilities will be clearly communicated to the contractor and receive the contractor's approval, prior to contractor or their staff being responsible for carrying out or upholding any new or additional rule, regulation, or protocol.

D. Maximum Limiting Amount. The total amount that may be paid to the Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$\_\_\_\_\_92,690.00\_\_\_\_\_. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.

E. Invoice. Consultant shall submit one copy of each invoice, including rates and a detailed daily breakdown. The City reserves the right to request supplemental information prior to payment. Consultant shall not be entitled to payment under this Contract without providing sufficient backup documentation satisfactory to the City.

F. The Contractor will act in an independent capacity and not as officers or employees of the Municipality. The Contractor shall indemnify, defend and hold harmless the Municipality and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract.

G. The Municipality is responsible for its own actions. The Contractor is not obligated to indemnify the Municipality or its officers, agents and employees for any liability of the Municipality, its officers, agents and employees attributable to its, or their

own, negligent acts, errors or omissions.

H. **PUBLIC RECORDS:** Any and 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 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, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which 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.

I. Both parties reserves the right to terminate this agreement at will, without any prior cause or reason, by providing the other party with a written notice of termination. The notice period for termination shall be 60 days from the date of receipt of the termination notice by the Security Company.

## 5. **PAYMENT FOR SERVICES**

A. **Amount.** The City shall pay the Consultant \$50.00 per hour for first guard, \$47.50 per hour for each additional guard.

B. The City shall provide (1) one parking space for Consultant, in the library parking lot after 4PM on weekdays and when the library is open on Saturdays and Sundays.

Consultant agrees to accept this payment as full compensation for performance of all services and expenses incurred under this Agreement.

C. **Payment Schedule.** The City shall pay the Consultant the hourly rate worked and billed by invoice on a monthly basis. The City seeks to make payment within 15 days of receipt of an invoice and any backup documentation requested.

D. **Maximum Limiting Amount.** The total amount that may be paid to the

Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$[92,690.00]. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.

E. **Invoice.** Consultant shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

Cindy Carey ([ccarey@burlingtonvt.gov](mailto:ccarey@burlingtonvt.gov)) 802.540.2581

Fletcher Free Library

235 College St.

Burlington, VT 05401

The City reserves the right to request supplemental information prior to payment. Consultant shall not be entitled to payment under this Contract without providing sufficient backup documentation satisfactory to the City.

## 6. SECTION & ATTACHMENT HEADINGS

The article and attachment headings throughout this Contract are for the convenience of City and Consultant and are not intended nor shall they be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

## 7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

A. **Contract Documents.** The Contract Documents are hereby adopted, incorporated by reference, and made part of this Contract. The intention of the Contract Documents is to establish the necessary terms, conditions, labor, materials, equipment, and other items necessary for the proper execution and completion of the Work to ensure the intended results.

**The following documents constitute the Contract Documents:**

**Attachment C: Burlington Standard Contract Conditions for Consultants**

**Attachment D: Burlington Livable Wage Ordinance Certification Attachment**

**E: Burlington Outsourcing Ordinance Certification Attachment F: Burlington Union Deterrence Ordinance Certification Attachment G: Consultant's Certificate of Insurance**

**B. Order of Precedent.** To the extent a conflict or inconsistency exists between the Contract Documents, or provisions therein, then the Contract takes precedent. Any Invitation for Bids, Additional Contract Provisions, and the City Ordinance Certifications shall prevail over any inconsistency with the Contractor's Scope of Work and Cost Proposal.

— Signatures follow on the next page —

## **SIGNATURE**

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.

**Consultant**  
**Chocolate Thunder Security**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**City of Burlington**  
**Fletcher Free Library**

**By:** \_\_\_\_\_  
Mary Danko, Library Director

**Date:** \_\_\_\_\_



**ATTACHMENT C:**  
**BURLINGTON STANDARD CONTRACT CONDITIONS FOR**  
**CONSTRUCTION CONTRACTORS**

1. **REGISTRATION:** The Contractor agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this contract is effective. This registration must be complete prior to contract execution.

2. **INSURANCE:** Prior to beginning any work, the Contractor shall obtain the following 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 VII or greater ([www.ambest.com](http://www.ambest.com)). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required. Each policy (with the exception of professional liability and worker's compensation) shall name the City as an additional insured for the possible liabilities resulting from the Contractor's actions or omissions. The liability insurance furnished by the Contractor is primary and non- contributory for all the additional insured.

The Contractor is responsible to verify and confirm in writing to the City that: (i) all subcontractors must comply with the same insurance requirements as the Contractor; (ii) all coverage shall include adequate protection for activities involving hazardous materials; and (iii) all work activities related to the Contract shall meet minimum coverage and limits.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been developed and must be met to protect the interests of the City.

**A. General Liability And Property Damage:** With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Medical Expenses

Coverage limits shall not be less than:

- |    |                               |             |
|----|-------------------------------|-------------|
| 1. | General Aggregate             | \$2,000,000 |
| 2. | Products-Completed/Operations | \$2,000,000 |
| 3. | Personal & Advertising Injury | \$1,000,000 |
| 4. | Each Occurrence               | \$1,000,000 |
| 5. | Damage to Rented Premises     | \$ 250,000  |
| 6. | Med. Expense (Any one person) | \$ 5,000    |

**B. Workers' Compensation:** With respect to all operations performed, the Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

- |    |                            |                                                    |
|----|----------------------------|----------------------------------------------------|
| 1. | Bodily Injury by Accident: | \$500,000 each accident                            |
| 2. | Bodily Injury by Disease:  | \$500,000 policy limit,<br>\$500,000 each employee |

**C. Automobile Liability:** The Contractor shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the Contract. Each policy shall provide coverage with a limit not less than: \$1,000,000 - Combined Single Limit for each occurrence.

**D. Umbrella Liability:**

1. \$1,000,000 Each Event Limit

\$1,000,000 General Aggregate Limit

3. **CONFLICT OF INTEREST:** The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its subcontractors, if any.

4. **PERSONNEL REQUIREMENTS AND CONDITIONS:** A Contractor shall employ only qualified personnel with responsible authority to supervise the work. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

Except with the approval of the City, during the life of the Contract, the Contractor shall not employ:

1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.

2. Any City employees so involved within two (2) years of termination of employment with the City.

3. Additionally, except with the approval of the Contractor, during the life of the Contract, the City shall not employ any employees of the Contractor within one year of termination of employment with the Contractor.

The Contractor warrants that no company or person has been employed or retained (other than a bona fide employee working solely for the Contractor) to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Contractor to be paid, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, the City shall have the right to annul the Contract, without liability to the City, and to regain all costs incurred by the City in the performance of the Contract.

The City reserves the right to require removal of any person employed by a Contractor from work related to the Contract, for misconduct, incompetence, or negligence, in the opinion of the City, in the due and proper performance of Contractor's duties, or who neglects or refuses to comply with the requirements of the Contract.

5. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.

6. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and any subcontractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions, and contents of work performed under the Contract. The Contractor shall be responsible to the City for all acts or omissions of its subcontractors and any other person performing work under this Contract.

7. **INSPECTION OF WORK:** The City shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the City.

8. **UTILITIES & ACCESS:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Contractor will counsel with the City and will enter into any necessary contacts and discussions with the affected owners regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Contractor shall inform the City, in writing, of any such contacts and the

City shall provide the land and/or construction easements for the land upon which the Work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the Contractor's cost and expense any additional land required.

**9. PROTECTION OF PROPERTY:**

**A. In General:** Contractor shall avoid damage, as a result of its operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors, and the property of the City and others. Contractor shall, at its own expense, repair any damage to any property caused by Contractor's operations.

**B. Underpinning and Shoring:** Contractor shall become familiar with the requirements of local and state laws applicable to underpinning, shoring and other work affecting adjoining property, and wherever required by law Contractor shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected in any way by the excavations or other operations connected with the work to be performed under this Contract.

**C. Damage to Utilities:** Contractor shall be responsible for all damage to any utility equipment or structures caused by its acts or omissions to act, whether negligent or otherwise, and shall leave the utility equipment or structures in as good condition as they were in prior to the commencement of operations under this contract. However, any utility equipment or structures damaged as a result of any act, or omission to act, of the contractor may, at the option of the city department, utility company, or other party owning or operating the utility equipment or structures damaged, be repaired by the city department, utility company, or other party, and in that event, the cost of repairs shall be borne by Contractor.

**10. PUBLIC RELATIONS:** Throughout the performance of the Contract, the Contractor will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Contractor shall conduct themselves with propriety. The Contractor agrees to inform property owners and/or

tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Contractor agrees that any work will be done with minimum damage to the property and disturbance to the owner. Upon request of the Contractor, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting as an agent of the City.

**11. ACKNOWLEDGEMENTS:** Acknowledgment of the City's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this contract.

**12. APPEARANCES:**

**A. Hearings and Conferences:** The Contractor shall provide services required by the City and necessary for furtherance of any work covered under the Contract. These services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Contract.

The Contractor shall perform any liaison that the City deems necessary for the furtherance of the work and participate in conferences with the City, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Contract.

The Contractor further agrees to participate in meetings with the City and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Contract.

The Contractor shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract.

**B. Appearance as Witness:** If and when required by the City, the Contractor, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related contract, on behalf of the City. The Contractor shall be equitably paid, to the extent permitted by law, for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract. Said compensation

shall not be limited by the terms included above in Section 5.C.

**13. RESPONSIBILITY OF COST:** The Contractor shall furnish and pay the cost, including taxes (except tax-exempt entities) and all applicable fees, of all the necessary materials and shall furnish and pay for full time on-site superintendence during any construction activity, labor, tools, equipment, and transportation. The Contractor shall perform all the Work required for the construction of all items listed and itemized under Attachment A (Request for Proposals) and Attachment B (Contractor's Response to Request for Proposals) and in strict accordance with the Contract Documents and any amendments thereto and any approved supplemental plans and specifications. The Contractor agrees to pay all claims for labor, materials, services and supplies and agrees to allow no such charge, including no mechanic's lien, to be fixed on the property of the City.

**14. PAYMENT PROCEDURES:** The City shall pay or cause to be paid to the Contractor or the Contractor's legal representative payments in accordance with the Contract. When applicable, for the type of payment specified in the Contract, a progress report shall summarize actual costs and any earned portion of fixed fee. All payments will be made in reliance upon the accuracy of all representations made by the Contractor, whether in invoices, progress reports, emails, or other proof of work.

All invoices and correspondence shall indicate the applicable project name, project number and the Contract number. When relevant, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Contract, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the City and must be accompanied by documentation to substantiate their charges.

No approval given or payment made under the Contract shall be conclusive evidence of the performance of the Contract, either wholly or in part, and no payment shall be construed to be acceptance of defective work or improper materials.

The City agrees to pay the Contractor and the Contractor agrees to accept as full compensation, for performance of all services rendered and expenses encompassed in conformance therewith, the fee specified in the Contract.

**15. DUTY TO INFORM CITY OF CONTRACT DOCUMENT ERRORS:**

If Contractor knows, or has reasonable cause to believe, that a clearly identifiable error or omission exists in the Contract Documents, including but not limited to unit prices and rate calculations, Contractor shall immediately give the City written notice thereof. Contractor shall not cause or permit any Work to be conducted which may relate to the error or omission without first receiving written notice by the City that City representatives understand the possible error or omission and have approved of modifications to the Contract Documents or that Contractor may proceed without any modification being made to Contract Documents.

**16. NON-APPROPRIATION:** The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Contract, the Contract shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City. The City shall deliver written notice to Contractor as soon as practicable of any non-appropriation, and Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

**17. CHANGE ORDERS & AMENDMENTS:** No changes or amendments to the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Contractor. All changes affecting the Project's construction cost, length of time, or modifications of the terms or conditions of the Contract, must be authorized by means of a written Contract Change Order which is mutually agreed to by the City and Contractor. The Contract Change Order will include extra Work, Work for which quantities have been altered from those shown in the Bid Schedule, as well as decreases or increases in the quantities of installed units from those shown in the Bid Schedule because of final measurements. All changes must be recorded on a Contract Change Order (which form is part of these Contract Documents) and fully executed before they can be included in a partial payment estimate. Changes for Work, quantities, and/or conditions will include any respective time adjustment, if justified. Time adjustments will require an updated Project Schedule with the Change Order.



**18. EXTENSION OF TIME:** The Contractor agrees to prosecute the work continuously and diligently, and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. The Contractor may request an extension of time for such delays or hindrances, if any.

Time extensions may be granted by amendment only for excusable delays, such as delays beyond the control of the Contractor and without the fault or negligence of the Contractor.

The City may suspend the work or any portion thereof for a period of not more than ninety (90) days at its discretion or such further time as agreed by the Contractor. The Contractor will be allowed an extension of contract time directly attributable to any suspension.

**19. PUBLIC HEALTH EMERGENCY:**

A. Compliance with Mandates and Guidance: The Contractor is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor shall adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.

B. Creation of Public Health Emergency Plan: For any work performed on-site at a City location, the Contractor shall create a public health emergency plan acceptable to the City. The Contractor shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.

a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:

- i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor's workers;
- ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other

relevant governmental entities;

iii. A schedule for possible updates to the plan as standards and mandates change; and

iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

b. Review and Acceptance of Plan:

i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.

ii. The City shall have sole discretion to require changes to the plan.

iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

C. Enforcement & Stoppage of Work: Contractor fails to comply with either 1) the approved public health emergency plan, or 2) any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute a breach of the Contract.

Upon stoppage of work, the City may allow Work to resume, at a time determined by the City, under this Contract if such failure to comply is adequately corrected. The City shall have sole discretion in determining if Contractor has adequately corrected its failure to comply with the above.

If Contractor's breach of Contract has not been cured within seven (7) days after notice to stop Work from the City, then City may terminate this Contract, at its discretion.

D. City Liability Relating to Potential Delays: If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to a public health emergency will be excusable, but will not be compensable.

20. **FORCE MAJEURE:** Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the

extent the failure or delay is caused by acts of God, public health emergencies, epidemics, 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 (“Force Majeure”). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

**21. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES:**

The City may, in writing, require or agree to changes, or additions to or deletions from the originally contemplated scope of work.

The value of such changes, to the extent not reflected in other payments to the Contractor, shall be incorporated in an amendment and be determined by mutual agreement, by one or more of the following:

1. Fixed Price. By a price that is not subject to any adjustment on the basis of the Contractor’s expenses experienced in performing the work. The Contractor is fully responsible for all costs and resulting profit or loss.
2. Rate Schedule. By unit prices designated in the Contract, or by unit prices covered under any subsequent contracts.
3. Actual Cost. By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

No changes for which additional fee payment is claimed shall be made unless pursuant to a written order from the City, and no claim for payment shall be valid unless so ordered.

The Contractor agrees to maintain complete and accurate records of all change work, in a form satisfactory to the City. The City reserves the right to audit the records of the Contractor related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Contract. When changes are so ordered, no additional work shall be performed by the Contractor until a Contract amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time that may be necessitated as a result of extra work or additional services and changes shall be given consideration and evaluated insofar as it directly relates to the change.

**22. FAILURE TO COMPLY WITH TIME SCHEDULE:** If the City is dissatisfied because of slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Contractor written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written notice is received by the Contractor, the City shall have the right to take control of the Work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Contractor any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Contractor an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Contractor is in default after the time of completion stipulated in the Contract Documents.

**23. RETURN OF MATERIALS:** Contractor agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.

**24. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any or its sureties from any obligations under the Contract Documents or any performance or payment bond.

**25. OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or

collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed in the course of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

**26. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractor under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.

**27. PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which 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.

**28. RECORDS RETENTION AND ACCESS:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, electronic data media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further

agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and any time within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, subcontractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

**29. WARRANTY:** In addition to any warranty provided by the manufacturer or distributor, Contractor guarantees the Work performed, and all materials or equipment furnished, to be free from defects in material and workmanship for a minimum period of one (1) year from the date of the City's acceptance of completion. The Contractor's warranty is not intended and shall not be interpreted as a limitation upon the City's rights or a waiver of manufacturer and distributor warranties, any subcontractor warranties, or any other warranties provided in connection with the Work.

Contractor, at its own expense, shall make any repairs, or replacement necessary to correct these defects to the satisfaction of the City.

This warranty of material and workmanship applies only:

1. To the property only as long as it remains in the possession of the City.
2. To the Work that has not been subject to accident, misuse, or abuse by someone other than the Contractor.
3. To the Work that has not been modified, altered, defaced, or had repairs made or attempted by someone other than the Contractor.
4. If the Contractor is immediately notified in writing within ten (10) days of first knowledge of the defect by the City.
5. If the Contractor is given the first opportunity to make any repairs, replacements, or corrections to the defective construction at no cost to the City within a reasonable period of time.

Under no circumstances shall Contractor be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of the construction defect.

If the Contractor is unable, after receipt of two (2) written notices given to Contractor by the City, to successfully repair or replace the labor, equipment, or materials within six (6) months of the second notice, then the District's repair and replace warranty shall be deemed to have failed and the City's rights and remedies shall not be limited by the provisions of this section.

**30. CONTRACT DISPUTES:** In the event of a dispute between the parties to this Contract, each party will continue to perform its obligations unless the Contract is terminated in accordance with these terms.

**31. SETTLEMENTS OF MISUNDERSTANDINGS:**

To avoid misunderstandings and litigation, it is mutually agreed by all Parties that an independent arbitrator, approved in advance by both parties, shall act as referee on all questions arising under the terms of the Contract and that the decision of the Library Director in such cases shall be binding upon both Parties.

**32. CITY'S OPTION TO TERMINATE:** The Contract may be terminated in accordance with the following provisions, which are not exclusive:

**A. Termination for Convenience:** At any time prior to completion of services specified under the Contract, both parties may terminate the Contract for any reason by submitting written notice via certified or registered mail to the other party, not less than fifteen (15) days prior to the termination date, of its intention to do so.

a. If the termination is for the City's convenience, payment to the Contractor will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However, if a notice of termination is given to a Contractor prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount

earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Contractor shall make no claim for additional compensation against the City by reason of such termination.

b. If the termination is for the Contractor's convenience, Contractor shall continue to provide services, per the terms of this agreement, for (30) thirty business days following Contractor's issuance of their letter of intent to terminate, thus allowing the City to source a new Contractor for the position.

**B. Termination for Cause:**

i. Breach: Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Contractor's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Contractor will not be in default for any excusable delays as provided in Sections 18-20.

The City may give Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this contract for cause.

ii. Dishonest Conduct: If Contractor engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.

iii. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.



iv. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**33. GENERAL COMPLIANCE WITH LAWS:** The Contractor and any subcontractor approved under this Contract shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance, and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

**34. SAFETY REQUIREMENTS:** The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any VOSHA (Vermont OSHA) Safety and Health requirements, including the provision and use of appropriate safety equipment and practices.

The Contractor, and not the City, shall be responsible for the safety, efficiency, and adequacy of Contractor's or its subcontractors' plant, appliances, equipment, vehicles, and methods, and for any damages, which may result from their failure or their improper construction, maintenance or operation.

**35. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY:**

During performance of the Contract, the Contractor will not discriminate against any employee or applicant for employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Contractor, and any subcontractors, shall comply with any Federal, State, or local law, statute, regulation, executive order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

**36. CHILD SUPPORT PAYMENTS:** By signing the Contract, the Contractor certifies, as of the date of signing the Contract, that the Contractor (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the

Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.

**37. TAX REQUIREMENTS:** By signing the Contract, the Contractor certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, the Contractor is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.

**38. INDEMNIFICATION:**

**A. Indemnification by Contractor:** Except for the gross negligence or willful misconduct by the City, or any of its boards, officers, agents, employees, assigns and successors in interest, contractor undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its subcontractors of any tier.

**B. Notice of Claims & City's Right to Participate:** If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Contractor in writing that a claim to which the indemnification provision may apply has been filed. Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies.

**C. City's Rights and Remedies:** Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those

allowed under the laws of the United States and the State of Vermont.

**D. No Indemnification by City:** Under no conditions shall the City be obligated to indemnify the Contractor or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs of the Contractor or any third party.

**39. NO GIFTS OR GRATUITIES:** The Contractor shall not make any payment or gift or donation of substantial value to any elected official, officer, employee, or agent of the City during the term of this Contract.

**40. ASSIGNMENT:** Contractor shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any subcontractor is liable for all acts or omissions of that subcontractor for any Work performed. If any subcontractor is approved, Contractor shall be responsible to ensure that the subcontractor is paid as agreed and that no lien is placed on any City property.

**41. TRANSFERS, SUBLETTING, ASSIGNMENTS, ETC:** Contractor shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City and further, if any subcontractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Contractor of responsibility for the performance of that portion of the work so transferred. The form of the subcontractor's contract shall be as developed by the Contractor and approved by the City. The Contractor shall ensure that insurance coverage exists for any operations to be performed by any subcontractor as specified in the insurance requirements section of this Contract.

The services of the Contractor, to be performed under the Contract, shall not be transferred without written authorization of the City. Any authorized sub-contracts shall contain all of the same provisions contained in and attached to the original Contract with the City.

**42. CONTINUING OBLIGATIONS:** The Contractor agrees that if because of death, disability, or other occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the Contractor nor its surviving members shall be relieved of their obligations to complete the Contract unless the City agrees to

terminate the Contract because it determines that the Contractor is unable to satisfactorily execute the Contract.

**43. INTERPRETATION & IMPLEMENTATION:** Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties.

**44. ARM'S LENGTH:** This Contract has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Contractor.

**45. RELATIONSHIP:** The Contractor is an independent contractor and shall act in an independent capacity and not as officers or employees of the City. To that end, the Contractor shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Contractor shall provide its own tools, materials, or equipment. The Parties agree that neither the Contractor nor its principal(s) or employees are entitled to any employee benefits from the City. Contractor understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Contractor agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

The Contractor understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

**46. CHOICE OF LAW:** Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.

**47. JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont.

**48. BINDING EFFECT AND CONTINUITY:** This Contract shall be binding upon and

shall inure to the benefit of the Parties, their' respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.

49. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Contract or the Contract Documents shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

50. **ENTIRE CONTRACT & AGREEMENT:** This Contract, including the Contract Documents, constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

51. **APPENDICES:** The City may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.

52. **NO THIRD PARTY BENEFICIARIES:** This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

53. **WAIVER:** A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

## **Attachment D: Burlington Livable Wage Ordinance Certification**

### **Certification of Agreement to Comply with the City of Burlington's Livable Wage Ordinance**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ ("the Contractor"), in connection with a contract for \_\_\_\_\_ services to be provided to the City of Burlington ("the City"), hereby certify, under oath, that the Contractor (and any of its subcontractors or subgrantees under this contract) shall comply with the City's Livable Wage Ordinance ("LW O"), B.C.O. 21-80 et seq., and that:

(1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract (*or the duration of the contracted project*);

(a) Full-time employees are entitled to 12 days of paid time off per year; and

(b) Part-time employees are entitled to 12 days of paid time off per year on a prorated basis;

(c) For a covered employer that provides employer assisted health care, the livable wage shall be at least \$17.44 per hour; and

(d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$18.59 per hour.

(2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;

(3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;

(4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;

(5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LWO, or has cooperated in an investigation conducted pursuant to the LWO;

(6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Contractor, or its duly authorized agent

Subscribed and sworn to before me

Date: \_\_\_\_\_ Notary Public \_\_\_\_\_

**Attachment E: Burlington Outsourcing Ordinance Certification**

Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, \_\_\_\_\_, on behalf of \_\_\_\_\_

(Contractor) and in connection with the

\_\_\_\_\_ [project],

hereby certify under oath that (1) Contractor shall comply with the City of Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering into this contract or grant, Contractor confirms that the services provided under the above- referenced contract will be performed in the United States or Canada.

Dated at \_\_\_\_\_, Vermont this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
Duly Authorized Agent

Subscribed and sworn to before me:

\_\_\_\_\_  
Notary



**Attachment F: Burlington Union Deterrence Ordinance Certification**

Certification of Compliance with the City of Burlington's Union Deterrence Ordinance

I, \_\_\_\_\_, on behalf of \_\_\_\_\_

(Contractor) and in connection with \_\_\_\_\_ (City

\_\_\_\_\_  
contract/project/grant), hereby certify under oath that

(Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will it over the life of the contract advertise or provide union deterrence services in violation of the City's union deterrence ordinance.

Dated at \_\_\_\_\_, Vermont this \_\_\_\_\_ day of \_\_, 20\_\_.

By: \_\_\_\_\_  
Duly Authorized Agent

## **Attachment G: Consultant's Certificate of Insurance**



**Board of Finance and City Council Submission Checklist**Department: Fletcher Free Library(FFL) Submitter: Mary DankoTitle/Subject: FFL Security Contract FY25

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input type="checkbox"/>            | Board of Finance | Click or tap to enter a date. |
| <input type="checkbox"/>            | City Council     | Click or tap to enter a date. |
| <input checked="" type="checkbox"/> | Concurrent       | 9/9/2024                      |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 8/12/2024                     | Mary Danko                       |
| Mayor's Office informed and approved memo                                                             | Yes      | 9/4/2024                      | Chief of Staff Jacobson          |
| Board/Commission, if required                                                                         | No       | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | Yes      | 9/4/2024                      | City Attorney Sturtevant         |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 9/4/2024                      | City Attorney Sturtevant         |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 8/12/2024                     | CAO Schad                        |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | No       | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | No       | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | Yes       | Click or tap here to enter text. |
| Additional Materials, if necessary                     | No        | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | Yes       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | N/A       | Click or tap here to enter text. |



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## COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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### MEMORANDUM

**To:** Board of Finance and City Council  
**From:** Brian Pine, CEDO Director and Rachel Jolly, Assistant Director, CJC  
**CC:** Mayor Emma Mulvaney-Stanak  
Katherine Schad, Chief Administrative Officer

**DATE:** August 23, 2024  
**RE:** Court Diversion Grant Amendment #02100-FY24/25-CN

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This is a request from CEDO's Burlington Community Justice Center (BCJC) for Board of Finance and City Council approval to accept and execute an additional amendment with the VT Attorney General's office, adding \$36,500 to our July 23 approved amendment of \$632,522, for a grand total of \$669,022. This was additional money just added on to our existing FY24 and 25 grant for our ongoing Court Diversion and Pretrial Services work, to increase the administrative capacity of the BCJC. As mentioned in the July 23 memo to City Council, this additional money allowed for the newly created position of Data, Communications and Operations Specialist, for which we're currently hiring. Because timelines for grant acceptance can sometimes be tight, staff also requests authorization for staff to accept future grant amendments increasing the amount of the grant during the current fiscal year.

#### Board of Finance Motion:

1. To approve and recommend that the City Council approve the acceptance of the State of Vermont Grant Amendment Award #02100-FY24/25-CN, in the amount of \$669,022, which will extend the court diversion and pretrial services being provided by the BCJC to June 30, 2025, and to authorize CEDO Director, Brian Pine to sign the grant agreement, and to take such further actions or to execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby.
2. To approve and recommend that City Council authorize CEDO Director, Brian Pine, to accept future grant amendments increasing the amount of the foregoing grant and to take such further actions or to execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby.

#### City Council Motion:

1. To approve the acceptance of the State of Vermont Grant Award #02100-FY24/25-CN, in the amount of \$669,022, which will extend the court diversion and pretrial services being provided by the BCJC to June 30, 2025, and to authorize CEDO Director, Brian Pine to sign the grant agreement, and to take such further actions or to execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby.

2. To authorize CEDO Director, Brian Pine, to accept future grant amendments increasing the amount of the foregoing grant and to take such further actions or to execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby.

## Part 1-Grant Award Detail

|                                                                                                                                                                                                                                                                                                     |  |                                                           |  |                                                                                                      |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------|--|------------------------------------------------------------------------------------------------------|--|
| <sup>1</sup> Grant #: 02100-FY24/25-CN                                                                                                                                                                                                                                                              |  | <sup>2</sup> Original <input checked="" type="checkbox"/> |  | Amendment # <sup>3</sup> 3                                                                           |  |
| <sup>3</sup> Grant Title: Court Diversion & Pretrial Services                                                                                                                                                                                                                                       |  |                                                           |  |                                                                                                      |  |
| <sup>4</sup> Amount Previously Awarded: \$632,522.00                                                                                                                                                                                                                                                |  | <sup>5</sup> Amount Awarded This Action: \$36,500.00      |  | <sup>6</sup> Total Award Amount: \$669,022.00                                                        |  |
| <sup>7</sup> Award Start Date: 07/01/2024                                                                                                                                                                                                                                                           |  | <sup>8</sup> Award End Date: 06/30/2025                   |  | <sup>9</sup> Subrecipient Award: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> |  |
| <sup>10</sup> Vendor #: 0000040096                                                                                                                                                                                                                                                                  |  | <sup>11</sup> Grantee Name: Burlington City Treasurer     |  |                                                                                                      |  |
| <sup>12</sup> Grantee Address: Community Justice Center, 200 Church St Ste 101                                                                                                                                                                                                                      |  |                                                           |  |                                                                                                      |  |
| <sup>13</sup> City: Burlington                                                                                                                                                                                                                                                                      |  | <sup>14</sup> State: VT                                   |  | <sup>15</sup> Zip Code: 05401                                                                        |  |
| <sup>16</sup> State Granting Agency: Attorney General's Office                                                                                                                                                                                                                                      |  |                                                           |  | <sup>17</sup> Business Unit: 02100                                                                   |  |
| <sup>18</sup> Performance Measures:<br>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>                                                                                                                                                                                          |  | <sup>19</sup> Match/In-Kind: Description:                 |  |                                                                                                      |  |
| <sup>20</sup> If this action is an amendment, the following is amended:<br>Amount: <input checked="" type="checkbox"/> Funding Allocation: <input checked="" type="checkbox"/> Performance Period: <input type="checkbox"/> Scope of Work: <input type="checkbox"/> Other: <input type="checkbox"/> |  |                                                           |  |                                                                                                      |  |

|                                                                                          |  |                                                                        |                                                                           |  |
|------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------|---------------------------------------------------------------------------|--|
| 21 <b>Grantee Identifier [UEI] #:</b>                                                    |  | 22 <b>Indirect Rate:</b><br><br>%<br>(Approved rate or de minimis 10%) | 23 <b>FFATA:</b> YES <input type="checkbox"/> NO <input type="checkbox"/> |  |
| 24 <b>Grantee Fiscal Year End Month</b> (MM format):                                     |  |                                                                        | 25 <b>R&amp;D:</b> <input type="checkbox"/>                               |  |
| 26 <b>Entity Identifier [UEI] Name</b> (if different than VISION Vendor Name in Box 11): |  |                                                                        |                                                                           |  |

| STATE FUNDS                                |                                  |                                 |                                |                                                 |
|--------------------------------------------|----------------------------------|---------------------------------|--------------------------------|-------------------------------------------------|
| Fund Type                                  | <sup>27</sup> Awarded Previously | <sup>28</sup> Award This Action | <sup>29</sup> Cumulative Award | <sup>30</sup> Special & Other Fund Descriptions |
| General Fund                               | \$632,522.00                     | \$36,500.00                     | \$669,022.00                   |                                                 |
| Special Fund                               |                                  |                                 | \$0.00                         |                                                 |
| Global Commitment (non-subrecipient funds) |                                  |                                 | \$0.00                         |                                                 |
| Other State Funds                          |                                  |                                 | \$0.00                         |                                                 |

(includes subrecipient Global Commitment funds)

| <sup>31</sup> CFDA#                    | <sup>32</sup> Program Title | <sup>33</sup> Awarded Previously | <sup>34</sup> Award This Action            | <sup>35</sup> Cumulative Award | <sup>36</sup> FAIN | <sup>37</sup> Fed Award Date | <sup>38</sup> Total Federal Award |
|----------------------------------------|-----------------------------|----------------------------------|--------------------------------------------|--------------------------------|--------------------|------------------------------|-----------------------------------|
|                                        |                             |                                  |                                            | \$0.00                         |                    |                              |                                   |
| <sup>39</sup> Federal Awarding Agency: |                             |                                  | <sup>40</sup> Federal Award Project Descr: |                                |                    |                              |                                   |
|                                        |                             |                                  |                                            | \$0.00                         |                    |                              |                                   |
| Federal Awarding Agency:               |                             |                                  | Federal Award Project Descr:               |                                |                    |                              |                                   |
|                                        |                             |                                  |                                            | \$0.00                         |                    |                              |                                   |
| Federal Awarding Agency:               |                             |                                  | Federal Award Project Descr:               |                                |                    |                              |                                   |
|                                        |                             |                                  |                                            | \$0.00                         |                    |                              |                                   |
| Federal Awarding Agency:               |                             |                                  | Federal Award Project Descr:               |                                |                    |                              |                                   |
|                                        |                             |                                  |                                            | \$0.00                         |                    |                              |                                   |
| Federal Awarding Agency:               |                             |                                  | Federal Award Project Descr:               |                                |                    |                              |                                   |
|                                        |                             |                                  |                                            | \$0.00                         |                    |                              |                                   |
| Federal Awarding Agency:               |                             |                                  | Federal Award Project Descr:               |                                |                    |                              |                                   |
| Total Awarded - All Funds              |                             | \$632,522.00                     | \$36,500.00                                | \$669,022.00                   |                    |                              |                                   |

|                                                            |                                       |
|------------------------------------------------------------|---------------------------------------|
| <sup>41</sup> <b>STATE GRANTING AGENCY</b>                 | <sup>42</sup> <b>GRANTEE</b>          |
| <b>NAME:</b> Willa Farrell                                 | <b>NAME:</b> Rachel Jolly             |
| <b>TITLE:</b> Court Diversion & Pretrial Services Director | <b>TITLE:</b> CEDO Assistant Director |
| <b>PHONE:</b> (802) 371-8375                               | <b>PHONE:</b> (802) 865-7185          |
| <b>EMAIL:</b> willa.farrell@vermont.gov                    | <b>EMAIL:</b> rjolly@burlingtonvt.gov |

**STATE OF VERMONT  
GRANT AMENDMENT**

---

**GRANT RECIPIENT:** Burlington City Treasurer

**GRANT #:** 02100-FY24/25-CN

**AMENDMENT #:** 3

Grant # 02100-FY24/25-CN, awarded by the Office of the Attorney General, on behalf of the State of Vermont to Burlington City Treasurer, is amended as follows:

1. **Maximum Amount:** The maximum amount payable under Grant # 02100- FY24/25-CN wheresoever such references to the maximum amount appear in said Grant or subsequent amendments shall be changed from \$1,159,048.00 to \$1,195,548.00.
2. **Budget:** Prior to beginning operations, the Grantee shall have a budget, approved by the State, for the period July 1, 2024 through June 30, 2025, for all services and performance management detailed in Attachment A.
3. **Taxes Due to the State:** Grantee further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Grantee is in good standing with respect to, or in full compliance with, a plan to pay, any and all taxes due the State of Vermont.
4. **Certification Regarding Suspension or Debarment:** Grantee certifies under pains and penalties of perjury that, as of the date that this Amendment is signed, neither Grantee nor Grantee's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.  
  
Grantee further certifies under pains and penalties of perjury that, as of the date that this amendment is signed, Grantee is not presently debarred, suspended, nor named on the State's debarment list at: <http://www.bgs.vermont.gov/purchasing-contracting/debarment>
5. **Certification Regarding Child Support:** (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs): Grantee certifies that they are under no obligation to pay child support or are in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.
6. **Standard State Provisions:** Attachment C – Standard State Provisions dated December 15, 2017 is hereby updated with the current version dated December 7, 2023

All other terms and conditions of Grant # 02100-FY24/25-CN not hereby amended shall remain in full force and effect.

**The signatures of the undersigned parties indicate that each has read this amendment of Grant # 02100-FY24/25-CN in its entirety and agrees to be bound by the provisions enumerated therein.**

**By the State of Vermont:**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Robert F. McDougall

Title: Deputy Attorney General

**By the Grantee:**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Brian Pine

Title: CEDO Director



**ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS****REVISED DECEMBER 7, 2023**

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights, or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:**

- A.** The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
- B.** After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- C.** The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- D.** Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection

costs or other costs of the Party or any third party.

**8. Insurance:** During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.

**10. False Claims Act:** Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Use and Protection of State Information:**

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
  - i. take reasonable precautions for its protection;
  - ii. not rent, sell, publish, share, or otherwise appropriate it; and
  - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
  - i. strictly maintain its confidentiality;
  - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
  - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
  - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
  - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
  - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
  - i. industry-standard firewall protection;
  - ii. multi-factor authentication controls;
  - iii. encryption of electronic Confidential State Data while in transit and at rest;
  - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
  - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

- vi. training to implement the information security measures; and
  - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Offset:** The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

**16. Taxes Due to the State:** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by

Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 12 (“Confidentiality and Protection of State Information”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel, and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not use the State’s logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.



**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to, and use of, State facilities, which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**Board of Finance and City Council Submission Checklist**Department: CEDO Submitter: Rachel JollyTitle/Subject: Acceptance of FY25 AGO Grant Amendment #3 to the BCJC

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input type="checkbox"/>            | Board of Finance | Click or tap to enter a date. |
| <input type="checkbox"/>            | City Council     | Click or tap to enter a date. |
| <input checked="" type="checkbox"/> | Concurrent       | 9/9/2024                      |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 8/30/2024                     | Brian Pine                       |
| Mayor's Office informed and approved memo                                                             | Yes      | 9/5/2024                      | Erin Jacobsen                    |
| Board/Commission, if required                                                                         | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | Yes      | 8/30/2024                     | Erik Ramakrishnan                |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 8/30/2024                     | Erik Ramakrishnan                |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 8/30/2024                     | Katherine Schad                  |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | N/A       | Click or tap here to enter text. |
| Additional Materials, if necessary                     | Yes       | Grant Amendment                  |
| Draft Resolution or Motion?                            | Yes       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | N/A       | Click or tap here to enter text. |



## MEMORANDUM

TO: Board of Finance / City Council

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

CC: Chapin Spencer, DPW Director

DATE: September 9, 2024 Board of Finance and City Council

RE: Authorization to Accept Pollution Control Grant Funding and Execute the Grant for Wastewater Treatment Facility SCADA/PLC Improvements and Disinfection Improvements

---

### **REQUEST**

The Department of Public Works, Water Resources Division (WRD) seeks Board of Finance and City Council authorization to accept \$113,136.00 of Pollution Control funds through the execution of a grant agreement with the Vermont Department of Environmental Conservation (VTDEC) for the already completed Wastewater Treatment Facility (WWTF) Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Improvements Project.

The WRD also seeks Board of Finance and City Council authorization to accept \$901,499.00 of Pollution Control (PC) funds through the execution of a grant agreement with the Vermont Department of Environmental Conservation (VTDEC) for the already completed WWTF Disinfection Improvements Project.

### **INTRODUCTION:**

Both of these WWTF improvement projects were completed in 2021 and they were the first significant construction projects of the \$30 million Clean Water Resiliency Plan ("CWRP") bond vote approved in November 2018. The CWRP provided a roadmap to start upgrading and modernizing our wastewater and stormwater systems in 7 key areas. DPW Water Resources has been actively working on implementing the CWRP since receiving 92% voter approval. More information on the CWRP can be found here: <https://www.burlingtonvt.gov/dpw/water/cwrp/>.

The WWTF SCADA and PLC Improvements project included the modernization of critical computer infrastructure at the Main WWTF in Burlington. The total eligible project cost for the WWTF SCADA and PLC Improvements Project is \$397,506.06 and this grant will reimburse \$113,136.00 of the total cost. The WWTF Disinfection Improvements project

included replacement of critical disinfection pumps, tanks, piping and controls at all 3 WWTFs. The total eligible project cost for the WWTF Disinfection Improvements Project is \$2,651,466.29 and this grant will reimburse \$901,498.54 of the total cost. More information about both projects and the prior City Council approvals for the projects are here:

<http://go.boarddocs.com/vt/burlingtonvt/Board.nsf/goto?open&id=BMVMDP5AC522>

The SRF program typically issues PC grants after a project is underway or after completion. We reached out to the SRF program to get more information regarding the difficulty in providing PC grant funds in advance of construction. The issue is that there is a limited amount of capital funds for the PC Grant program each year. They usually appropriated \$3.5M each year and the demand is usually around \$20-30M. This greatly impacts the ability to provide PC Grant funds to projects in a timely manner. Water Resources received the grant awards in July of 2024, far after the completion of these projects. When the grants are issued retroactively, like these, it is handled by applying those grant funds to the project construction loans to reduce loan principal and the SRF program re-amortizes the loan repayments downward. This also restores bonding capacity for municipal borrowers. For Burlington, these two grants will restore over \$1M of CWRP bonding capacity to tackle outstanding high-priority wastewater and stormwater capital repairs and improvement projects.

#### **ATTACHMENTS:**

- Attachment A: Draft Grant Agreement for the WWTF SCADA and PLC Improvements Project
- Attachment B: Draft Grant Agreement for the WWTF Disinfection Improvements Project

#### **MOTIONS:**

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

#### **Board of Finance Actions:**

1. "To approve and recommend to the City Council that the Director of the Department of Public Works be authorized to execute a grant agreement with Vermont DEC for up to \$113,136.00 for the WWTF SCADA and PLC Improvements Project, subject to final review and approval by the City Attorney's Office."
2. "To approve and recommend to the City Council that the Director of the Department of Public Works be authorized to execute a grant agreement with Vermont DEC for up to \$901,499.00 for the WWTF Disinfection Improvements Project, subject to final review and approval by the City Attorney's Office."

#### **City Council Actions:**



1. "To approve and recommend to the City Council that the Director of the Department of Public Works be authorized to execute a grant agreement with Vermont DEC for up to \$113,136.00 for the WWTF SCADA and PLC Improvements Project, subject to final review and approval by the City Attorney's Office."
2. "To approve and recommend to the City Council that the Director of the Department of Public Works be authorized to execute a grant agreement with Vermont DEC for up to \$901,499.00 for the WWTF Disinfection Improvements Project, subject to final review and approval by the City Attorney's Office."

Thank you for your consideration of this request.



## SFA - STANDARD GRANT AGREEMENT

1. Parties: This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and Burlington City Treasurer with principal place of business at City Hall Room 22, 149 Church St., Burlington, VT 05401 (hereinafter called "Grantee"). It is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is to design-build project to modernize the existing Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Systems for the Burlington City Main Wastewater Treatment System. Detailed scope to be provided by the Grantee are described in Attachment A, Scope of Work to be Performed.
3. Maximum Amount: In consideration of the scope of work, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, Payment Provisions, a sum not to exceed \$113,136. Attachment B, Payment Provision provides details on how the grantee will be reimbursed. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Grantee without written approval from the State.
4. Procurement: The Grantee certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.
5. Ownership and Disposition Assets: At the end of the grant term, Grantee will retain any pipes, valves, pumps, tanks, or other equipment installed under the grant agreement and described in the scope of work for the same use and intended purpose as outlined in this agreement.
6. Source of Funds: State funds.
7. Grant Term: The period of Grantee's performance shall begin upon date of execution, signified by the date of signature by the State and end on July 1, 2025.
8. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least thirty (30) days prior to the end date of this agreement or the request may be denied.
9. Cancellation: This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.
10. Fiscal Year: The Grantee's fiscal year starts July 1st and ends June 30<sup>th</sup>.
11. Work product ownership: Upon full payment by the State, all products of the Grantee's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.

12. Attachments: This Grant consists the following attachments that are incorporated herein:

Attachment A - Scope of Work to be Performed

Attachment B – Payment Provisions

Attachment C – Standard State Provisions for Contracts and Grants

Attachment D – [Not Applicable]

Attachment E - Project Cost Summary

**WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.**

**STATE OF VERMONT**

**GRANTEE**

**By:**

**By:**

\_\_\_\_\_

\_\_\_\_\_

**Commissioner**

**Name: (Print)** \_\_\_\_\_

**Dept. of Environmental Conservation**

**Title:** \_\_\_\_\_

**Attachment A**  
**Scope of Work to be Performed**

|                                                   |
|---------------------------------------------------|
| <b>Part or All of the Scope May be Subgranted</b> |
|---------------------------------------------------|

- I. Project Overview: Project is a design to build project to modernize the existing Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) Systems for the Burlington City Main Wastewater Treatment System and is funded under the Clean Water State Revolving Fund (CWSRF)Program.
  
- II. Scope of Work: The Grantee sought request for proposals for a program management tool that can compile data from each of the Grantee's facilities into a database that the grantee can use to track, review, and manage data. The grantee has three (3) wastewater treatment facilities (WWTF) and twenty-five (25) pump stations that will have data that will be input into the program. The goal of this data management tool will be to input specific data for each of the facilities to use for tracking, managing, and reviewing the data in one concise program. Work product covered under this grant shall generally be on the items identified in the Project Cost Summary, Attachment E.

## **Attachment B**

### Payment Provisions

1. This is a performance-based grant with cost-reimbursable terms. Payment requests must be submitted on the Payment Request Form at the following link:  
<https://anrweb.vt.gov/DEC/IronPIG/DownloadFile.aspx?DID=169995&DVID=0>
2. The State will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.
3. Pre-award costs are allowable under this agreement as determined by the Grant Manager and as related to the scope of work in Attachment A.
4. Risk-Based Assessment:  
Risk Level: High
5. Final Payment: Final payment will be paid upon receipt and satisfactory review of the final payment request.
6. Submit completed forms to: [anr.srfpayments@vermont.gov](mailto:anr.srfpayments@vermont.gov)

**ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**

Revised December 7, 2023

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights, or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:**

- A. The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any

such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

- B. After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- C. The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- D. Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: [https://aoa.vermont.gov/Risk- Claims-COI](https://aoa.vermont.gov/Risk-Claims-COI).

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.

**10. False Claims Act:** Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

## **12. Use and Protection of State Information:**

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").

**B. With respect to State Data, Party shall:**

- i. take reasonable precautions for its protection;
- ii. not rent, sell, publish, share, or otherwise appropriate it; and
- iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

**C. With respect to Confidential State Data, Party shall:**

- i. strictly maintain its confidentiality;
- ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
- iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
- iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
- v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
- vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.

**D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:**

- i. industry-standard firewall protection;
- ii. multi-factor authentication controls;
- iii. encryption of electronic Confidential State Data while in transit and at rest;
- iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
- v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage; training to implement the information security measures; and
- vi. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.

**E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.****F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.****G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont**



Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

**H.** In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Offset:** The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

**16. Taxes Due to the State:** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Confidentiality and Protection of State Information"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel, and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not use the State's logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to, and use of, State facilities, which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient

Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission.
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

### **32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

## Attachment E

### Project Cost Summary

| SCADA/PLC Upgrades, RF1-249: Project Cost Summary |                                     |                  |                                    |                                      |                              | 5/30/2023 RB FINAL                      |                   |                  |                          |
|---------------------------------------------------|-------------------------------------|------------------|------------------------------------|--------------------------------------|------------------------------|-----------------------------------------|-------------------|------------------|--------------------------|
|                                                   | Cost Item                           | Total Cost       | CWSRF Loan Preliminary Eligibility | PC Grant Preliminary Eligibility 34% | Ineligible Costs Local Share | Green Project Reserve (GPR) Eligibility |                   |                  |                          |
|                                                   |                                     |                  |                                    |                                      |                              | Green Infrastructure                    | Energy Efficiency | Water Efficiency | Environmental Innovation |
| Construction Costs                                |                                     |                  |                                    |                                      |                              |                                         |                   |                  |                          |
| Contract #1                                       | SCADA/PLC Upgrades                  | \$ 318,323.00    | \$ 318,323.00                      | \$ 108,229.82                        | \$ -                         | \$ -                                    | \$ -              | \$ -             | \$ -                     |
|                                                   | Contingency 0%                      | \$ -             | \$ -                               | \$ -                                 | \$ -                         | \$ -                                    | \$ -              | \$ -             | \$ -                     |
| Small Purchases                                   | Hach-WIMS Program                   | \$ 53,819.91     | \$ 53,819.91                       | \$ 18,298.77                         | \$ -                         | \$ -                                    | \$ -              | \$ -             | \$ -                     |
|                                                   |                                     |                  |                                    |                                      |                              |                                         |                   |                  |                          |
| Engineering Costs                                 |                                     |                  |                                    |                                      |                              |                                         |                   |                  |                          |
|                                                   | Engineering Planning Advance        |                  |                                    |                                      |                              |                                         |                   |                  |                          |
|                                                   | Step 1 Preliminary Engineering      |                  | \$ -                               |                                      | \$ -                         | \$ -                                    | \$ -              | \$ -             | \$ -                     |
|                                                   | No loan requested.                  |                  | \$ -                               |                                      |                              | \$ -                                    | \$ -              | \$ -             | \$ -                     |
|                                                   |                                     |                  |                                    |                                      |                              |                                         |                   |                  |                          |
|                                                   | Step 2 Final Design                 |                  |                                    |                                      |                              |                                         |                   |                  |                          |
|                                                   | No loan requested.                  |                  | \$ -                               |                                      |                              | \$ -                                    | \$ -              | \$ -             | \$ -                     |
|                                                   |                                     |                  |                                    |                                      |                              |                                         |                   |                  |                          |
|                                                   | Step 3 Engineering Services         |                  |                                    |                                      |                              |                                         |                   |                  |                          |
|                                                   | DPW Force Account Engineering (NTE) | \$ 25,000.00     | \$ 17,920.29                       | \$ 6,092.90                          | \$ -                         | \$ -                                    | \$ -              | \$ -             | \$ -                     |
|                                                   |                                     |                  |                                    |                                      |                              |                                         |                   |                  |                          |
| Other Costs                                       |                                     |                  |                                    |                                      |                              |                                         |                   |                  |                          |
|                                                   | Permits                             | \$ 1,000.00      | \$ 1,000.00                        | \$ -                                 | \$ -                         | \$ -                                    | \$ -              | \$ -             | \$ -                     |
|                                                   | Short term interest                 | \$ 7,000.00      | \$ 6,442.86                        | \$ -                                 | \$ -                         | \$ -                                    | \$ -              | \$ -             | \$ -                     |
| TOTAL ESTIMATED PROJECT COST                      |                                     | \$ 405,142.91    | \$ 397,506.06                      | \$ 132,621.49                        | \$ -                         | \$ -                                    | \$ -              | \$ -             | \$ -                     |
| BOND CAPACITY                                     |                                     | \$29,958,000     | Bond Date                          | Nov-18                               |                              |                                         |                   |                  |                          |
| Remaining Bond Capacity                           |                                     | \$ 29,552,857.09 |                                    |                                      |                              |                                         |                   |                  |                          |
| ENR Construction Cost Index (as of DATE)          |                                     |                  |                                    |                                      |                              |                                         |                   |                  |                          |
| CW Loan Eligibility Total \$ 397,506.06           |                                     |                  |                                    |                                      |                              |                                         |                   |                  |                          |
| GPR Eligibility Total \$ -                        |                                     |                  |                                    |                                      |                              |                                         |                   |                  |                          |
| Notes:                                            |                                     |                  |                                    |                                      |                              |                                         |                   |                  |                          |



## SFA - STANDARD GRANT AGREEMENT

1. Parties: This is a Grant Agreement between the State of Vermont, Department of Environmental Conservation (hereinafter called "State"), and Burlington City Treasurer with principal place of business at City Hall Room 22, 149 Church St., Burlington, VT 05401 (hereinafter called "Grantee"). It is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is for the construction of the disinfection systems upgrades to Main, North and East treatment wastewater facilities in Burlington. Detailed scope to be provided by the Grantee are described in Attachment A, Scope of Work to be Performed.
3. Maximum Amount: In consideration of the scope of work, the State agrees to pay Grantee, in accordance with the payment provisions specified in Attachment B, Payment Provisions, a sum not to exceed \$901,499. Attachment B, Payment Provision provides details on how the grantee will be reimbursed. This grant award cannot be used as match for the purpose of obtaining additional federal funds by the Grantee without written approval from the State.
4. Procurement: The Grantee certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will follow their procurement policy.
5. Ownership and Disposition Assets: At the end of the grant term, Grantee will retain any pipes, valves, pumps, tanks, or other equipment installed under the grant agreement and described in the scope of work for the same use and intended purpose as outlined in this agreement.
6. Source of Funds: State funds.
7. Grant Term: The period of Grantee's performance shall begin upon date of execution, signified by the date of signature by the State and end on July 1, 2025.
8. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee. No amendment will be considered without a detailed justification to support the amendment request. Failure to provide an adequate justification may result in the denial of the request. Any request for an amendment to this agreement must be made in writing at least thirty (30) days prior to the end date of this agreement or the request may be denied.
9. Cancellation: This Grant Agreement may be cancelled by either party by giving written notice at least 30 days in advance.
10. Fiscal Year: The Grantee's fiscal year starts July 1 and ends June 30.
11. Work product ownership: Upon full payment by the State, all products of the Grantee's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, become the sole property of the State of Vermont and may not be copyrighted or resold by Grantee.

12. Attachments: This Grant consists the following attachments that are incorporated herein:

Attachment A - Scope of Work to be Performed

Attachment B – Payment Provisions

Attachment C – Standard State Provisions for Contracts and Grants

Attachment D – [Not Applicable]

Attachment E - Project Cost Summary

**WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.**

**STATE OF VERMONT**

**GRANTEE**

**By:**

**By:**

\_\_\_\_\_

\_\_\_\_\_

**Commissioner**

**Name: (Print)** \_\_\_\_\_

**Dept. of Environmental Conservation**

**Title:** \_\_\_\_\_

## Attachment A

### Scope of Work to be Performed

|                                                   |
|---------------------------------------------------|
| <b>Part or All of the Scope May be Subgranted</b> |
|---------------------------------------------------|

- I. Project Overview: The project consists of the construction of disinfection systems upgrades at each of the grantees three Wastewater Treatment Plants named: Main, North, and East.
  
- II. Scope of Work:
  - A. Work Included: Upgrading the Burlington, Vermont Main Wastewater Treatment Facility, North Wastewater Treatment Facility, and East Wastewater Treatment Facility. The proposed work performed can be modified upon written approval by the State. The proposed work under this agreement includes:
    1. Main Plant
      - a. Construction of:
        - i. Two exterior chemical tanks for sodium hypochlorite storage.
        - ii. One exterior chemical tank for sodium bromide storage.
        - iii. Exterior tank concrete pad.
        - iv. Three exterior emergency eye wash/shower units.
        - v. Two exterior chemical fill stations.
        - vi. Nine sodium hypochlorite chemical feed pumps.
        - vii. Two sodium bromide chemical feed pumps.
        - viii. Residual chlorine analyzer and sample pump.
        - ix. Piping, site work, equipment systems, structures, instrumentation, control, and electrical systems.
        - x. other appurtenances specified herein.
      - b. Demolition of:
        - i. Six sodium hypochlorite chemical feed pumps.
        - ii. Four sodium bromide chemical feed pumps and concrete pads.
        - iii. Four interior plastic chemical storage tanks (three 1,800-gallon sodium hypochlorite tanks and one 2,800-gallon sodium bromide tank);
        - iv. Sodium hypochlorite chemical fill station and piping.
        - v. Sodium bromide feed pump control panel.
        - vi. Concrete containment curb and chemical pump pad.
        - vii. Piping and conduit.
      - c. Renovation of:
        - i. Operation Building heating and ventilation system.
        - ii. Gas detection equipment in Headworks (three sensors and gas detection panel) and Grit Buildings (three sensors and gas detection panel);
        - iii. Chemical Room lighting (replace existing with LED);
        - iv. Chemical Room stairwell.
        - v. Two emergency eye wash/shower units.
        - vi. Four emergency eye wash/shower units.
        - vii. Exterior brick insulation system at Operations Building.
        - viii. Piping and appurtenances.
        - ix. Other renovations as shown.



## 2. North Plant

### a. Construction of:

- i. Two exterior chemical tanks for sodium hypochlorite storage.
- ii. Exterior tank concrete pad.
- iii. One exterior chemical fill station.
- iv. Two sodium hypochlorite chemical feed pumps.
- v. One emergency eye wash/shower unit.
- vi. Concrete containment curb.
- vii. Residual chlorine analyzer and sample pump at the Chlorine Splitter Structure.
- viii. Piping, site work, equipment systems, structures, instrumentation, control, and electrical systems.
- ix. Other appurtenances as shown.

### b. Demolition of:

- i. Two interior chemical storage tanks (one active, one abandoned);
- ii. Containment curb.
- iii. One chemical feed pump.
- iv. One chemical fill station.
- v. Piping and conduit.

### c. Renovation of:

- i. Chemical Room lighting (replace with LED);
- ii. Gas detection equipment in Headworks (three sensors and gas detection panel);
- iii. One emergency eye wash/shower unit.
- iv. Two emergency eye wash/shower units;
- v. Piping and appurtenances.
- vi. Other renovations as shown.

## 3. East Plant

### a. Construction of:

- i. Two interior chemical tanks for sodium hypochlorite storage.
- ii. Concrete containment curb.
- iii. Two sodium hypochlorite chemical feed pumps.
- iv. Piping, site work, equipment systems, structures, instrumentation, control, and electrical systems.
- v. Sample pump at the Chlorine Splitter Structure.
- vi. Other appurtenances.

### b. Demolition of:

- i. One interior chemical tank and concrete curb.
- ii. One chemical feed pump.
- iii. Piping and conduit.

### c. Renovation of:

- i. Chemical Room lighting (replace with LED)
- ii. Chemical Room heating and ventilation system
- iii. Residual chlorine analyzer.
- iv. One emergency eye wash/shower unit.
- v. Three emergency eye wash/shower units.
- vi. Piping and appurtenances. Other removals/demolitions as shown.

## **Attachment B**

### Payment Provisions

1. This grant is a cost reimbursable grant. Payment requests must be submitted on the Payment Request Form at the following link:  
<https://anrweb.vt.gov/DEC/IronPIG/DownloadFile.aspx?DID=169995&DVID=0>
2. The State will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. The State may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.
3. Pre-award costs are allowable under this agreement as determined by the Grant Manager and as related to the scope of work in Attachment A.
4. Risk-Based Assessment:  
Risk Level: High
5. Final Payment: Final payment will be paid upon receipt and satisfactory review of the final payment request.
6. Submit completed forms to: [anr.srfpayments@vermont.gov](mailto:anr.srfpayments@vermont.gov)

**ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**

REVISED DECEMBER 7, 2023

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights, or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:**

- A. The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any

such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

- B. After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- C. The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- D. Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: [https://aoa.vermont.gov/Risk- Claims-COI](https://aoa.vermont.gov/Risk-Claims-COI).

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.

**10. False Claims Act:** Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

## **12. Use and Protection of State Information:**

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").

**B. With respect to State Data, Party shall:**

- i. take reasonable precautions for its protection;
- ii. not rent, sell, publish, share, or otherwise appropriate it; and
- iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.

**C. With respect to Confidential State Data, Party shall:**

- i. strictly maintain its confidentiality;
- ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
- iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
- iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
- v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
- vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.

**D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:**

- i. industry-standard firewall protection;
- ii. multi-factor authentication controls;
- iii. encryption of electronic Confidential State Data while in transit and at rest;
- iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
- v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage; training to implement the information security measures; and
- vi. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.

**E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.****F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.****G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont**

Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

**H.** In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this Agreement. “Records” means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Offset:** The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

**16. Taxes Due to the State:** Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Confidentiality and Protection of State Information"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel, and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Regulation of Hydrofluorocarbons:** Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Vermont Public Records Act:** Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not use the State’s logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party’s delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party’s performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to, and use of, State facilities, which shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient



Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission.
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

### **32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

## Attachment E

### Project Cost Summary

| Disinfection System Upgrades Project, RF1-246-3.0: Project Cost Summary |                                                    |                  |                                    |                                              |               |                              | 5/30/2023 RB FINAL                      |                   |                  |                          |
|-------------------------------------------------------------------------|----------------------------------------------------|------------------|------------------------------------|----------------------------------------------|---------------|------------------------------|-----------------------------------------|-------------------|------------------|--------------------------|
|                                                                         | Cost Item                                          | Total Cost       | CWSRF Loan Preliminary Eligibility | VT -370 PC Grant Preliminary Eligibility 34% | CWSRF Add Sub | Ineligible Costs Local Share | Green Project Reserve (GPR) Eligibility |                   |                  |                          |
|                                                                         |                                                    |                  |                                    |                                              |               |                              | Green Infrastructure                    | Energy Efficiency | Water Efficiency | Environmental Innovation |
| Construction Costs                                                      |                                                    |                  |                                    |                                              |               |                              |                                         |                   |                  |                          |
| Contract #1                                                             | Contract 1                                         | \$ 2,023,000.00  | \$ 2,023,000.00                    | \$ 687,820.00                                |               |                              |                                         |                   |                  |                          |
|                                                                         | Change Order #1                                    | \$ 16,143.68     | \$ 16,143.68                       | \$ 5,488.85                                  |               |                              |                                         |                   |                  |                          |
|                                                                         | Change Order #2                                    | \$ 74,824.15     | \$ 74,824.15                       | \$ 25,440.21                                 |               |                              |                                         |                   |                  |                          |
|                                                                         | Change Order #3                                    | \$ (5,659.24)    | \$ (5,659.24)                      | \$ (1,924.14)                                |               |                              |                                         |                   |                  |                          |
|                                                                         | Contingency 0%                                     | \$ -             | \$ -                               | \$ -                                         |               |                              |                                         |                   |                  |                          |
| Small Purchases                                                         |                                                    |                  |                                    |                                              |               |                              |                                         |                   |                  |                          |
|                                                                         |                                                    |                  |                                    |                                              |               |                              |                                         |                   |                  |                          |
| Engineering Costs                                                       |                                                    |                  |                                    |                                              |               |                              |                                         |                   |                  |                          |
|                                                                         | Engineering Planning Advance                       |                  |                                    |                                              |               |                              |                                         |                   |                  |                          |
|                                                                         | Step 1 Preliminary Engineering                     |                  |                                    |                                              |               |                              |                                         |                   |                  |                          |
|                                                                         | Step 2 Final Design                                | \$ 177,200.00    | \$ 177,193.91                      | \$ 60,245.93                                 |               |                              |                                         |                   |                  |                          |
|                                                                         | Step 3 Engineering Services                        | \$ 262,000.00    | \$ 261,472.18                      | \$ 88,900.54                                 |               |                              |                                         |                   |                  |                          |
|                                                                         | Step 3 Engineering Services that cover Step 2 work | \$ 35,900.00     | \$ 35,897.19                       | \$ 12,205.04                                 |               |                              |                                         |                   |                  |                          |
| Other Costs                                                             |                                                    |                  |                                    |                                              |               |                              |                                         |                   |                  |                          |
|                                                                         | Force Account - Step 2                             | \$ 16,000.00     | \$ -                               | \$ -                                         |               |                              |                                         |                   |                  |                          |
|                                                                         | Force Account - Step 3                             | \$ 40,000.00     | \$ 39,019.82                       | \$ 13,266.74                                 |               |                              |                                         |                   |                  |                          |
|                                                                         | Legal & Admin                                      | \$ 40,460.00     | \$ 574.60                          | \$ 195.36                                    |               |                              |                                         |                   |                  |                          |
|                                                                         | Bond Vote Assistance                               |                  |                                    |                                              |               |                              |                                         |                   |                  |                          |
|                                                                         | Permit Fees                                        | \$ 29,000.00     | \$ 29,000.00                       | \$ 9,860.00                                  |               |                              |                                         |                   |                  |                          |
|                                                                         | Materials Testing                                  |                  |                                    |                                              |               |                              |                                         |                   |                  |                          |
|                                                                         | Short term interest                                |                  |                                    |                                              |               |                              |                                         |                   |                  |                          |
| TOTAL ESTIMATED PROJECT COST                                            |                                                    | \$ 2,708,868.59  | \$ 2,651,466.29                    | \$ 901,498.54                                | \$ -          | \$ -                         | \$ -                                    | \$ -              | \$ -             | \$ -                     |
| BOND CAPACITY                                                           |                                                    | \$ 29,958,000.00 | Bond Date                          |                                              | Nov-18        |                              |                                         |                   |                  |                          |
| Remaining Bond Capacity                                                 |                                                    | \$ 27,249,131.41 |                                    |                                              |               |                              |                                         |                   |                  |                          |
| ENR Construction Cost Index (as of DATE)                                |                                                    | Nov-19           |                                    |                                              |               |                              |                                         |                   |                  |                          |
| CW Loan Eligibility Total                                               |                                                    | \$ 2,651,466.29  |                                    |                                              |               |                              |                                         |                   |                  |                          |
| GPR Eligibility Total                                                   |                                                    | \$ -             |                                    |                                              |               |                              |                                         |                   |                  |                          |

**Notes:**

GPR Narrative: The project involves the expansion (increase in volume) of an existing stormwater pond and a retrofit to turn the pond into a gravel wetland. The gravel wetland is a Tier 1 stormwater practice in Vermont and therefore meets the Department's Definition of Green Stormwater Infrastructure.

**Board of Finance and City Council Submission Checklist**Department: DPW-Water Resources Submitter: Martin LeeTitle/Subject: WWTF SCADA/PLC and Disinfection PC Grants

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input type="checkbox"/>            | Board of Finance | Click or tap to enter a date. |
| <input type="checkbox"/>            | City Council     | Click or tap to enter a date. |
| <input checked="" type="checkbox"/> | Concurrent       | 9/9/2024                      |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 9/3/2024                      | Chapin Spencer                   |
| Mayor's Office informed and approved memo                                                             | Yes      | 9/4/2024                      | Erin Jacobsen                    |
| Board/Commission, if required                                                                         | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | Yes      | 9/4/2024                      | Erik Ramakrishnan                |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 9/3/2024                      | Erik Ramakrishnan                |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 9/4/2024                      | Katherine Schad                  |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | Yes       | Click or tap here to enter text. |
| Additional Materials, if necessary                     | N/A       | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | Yes       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | N/A       | Click or tap here to enter text. |

TO: City of Burlington, Board of Finance and 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.

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**Request:**

The Patrick Leahy Burlington International Airport ("Leahy BTV") seeks Board of Finance and the 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:**

**Board of Finance:**

"To approve and recommend to the City Council that the Mayor of the City of Burlington be authorized to execute 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."

City Council:

“To Authorize the Mayor of the City of Burlington to execute 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.

## 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



**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: \_\_\_\_\_

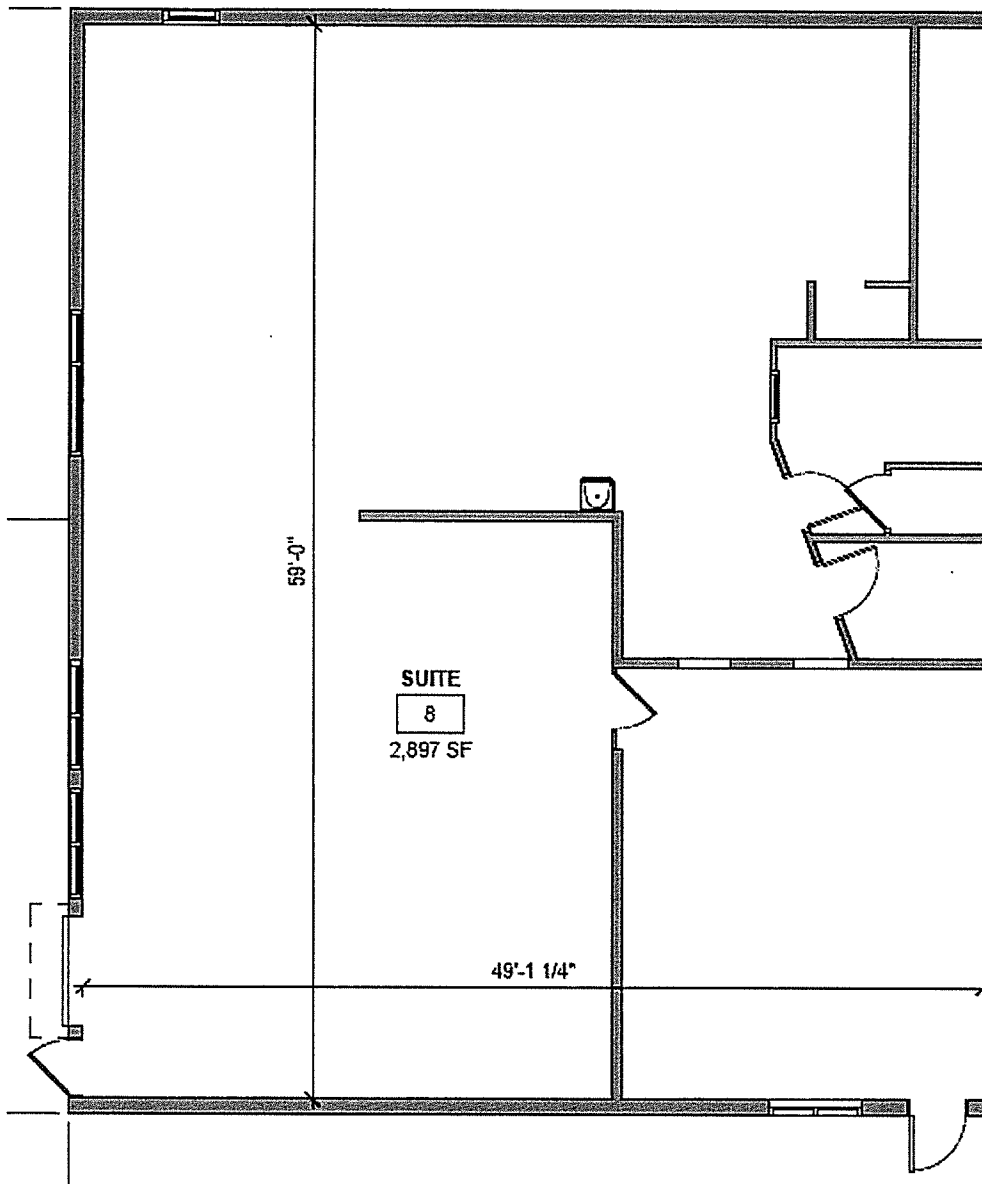
Mayor Miro Weinberger

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).

|                                                                                                                            |  |                                                                                                                                                                   |  |
|----------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Cheeseman Insurance Inc. dba Cheeseman Insurance Group<br>84 Pine St, Suite 602<br>Burlington, VT 05401 |  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> (802) 861-4800<br><b>FAX (A/C, No):</b> (802) 861-4801<br><b>E-MAIL ADDRESS:</b> info@cheesemaninsurance.net |  |
|                                                                                                                            |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                              |  |
|                                                                                                                            |  | <b>INSURER A:</b> Acuity Insurance Company                                                                                                                        |  |
|                                                                                                                            |  | <b>INSURER B:</b> The Hartford                                                                                                                                    |  |
|                                                                                                                            |  | <b>INSURER C:</b>                                                                                                                                                 |  |
|                                                                                                                            |  | <b>INSURER D:</b>                                                                                                                                                 |  |
|                                                                                                                            |  | <b>INSURER E:</b>                                                                                                                                                 |  |
|                                                                                                                            |  | <b>INSURER F:</b>                                                                                                                                                 |  |

**INSURED**  
  
Mirabelles, Inc  
198 Main Street  
Burlington, VT 05401

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

**Board of Finance and City Council Submission Checklist**Department: Airport Submitter: J. WaiteTitle/Subject: Airport Lease Amendment; Mirabelle's Bakery

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input checked="" type="checkbox"/> | Board of Finance | 9/9/2024                      |
| <input checked="" type="checkbox"/> | City Council     | 9/9/2024                      |
| <input type="checkbox"/>            | Concurrent       | Click or tap to enter a date. |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 8/9/2024                      | N. Longo                         |
| Mayor's Office informed and approved memo                                                             | Yes      | 8/19/2024                     | E. Jacobson                      |
| Board/Commission, if required                                                                         | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | Yes      | 8/19/2024                     | K. Sturtevant                    |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 8/9/2024                      | K. Schad                         |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | N/A       | Click or tap here to enter text. |
| Additional Materials, if necessary                     | N/A       | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | N/A       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | N/A       | Click or tap here to enter text. |

\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

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## **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.

| <b>Org Set</b>             | <b>GL Account</b> | <b>Account Name</b>                                   | <b>Increase / (Decrease)</b> |
|----------------------------|-------------------|-------------------------------------------------------|------------------------------|
| <b>Expense - Increases</b> |                   |                                                       |                              |
| 400-35-430                 | 6400_100          | Utilities - Electric Terminal Cost Center             | \$ 51,113                    |
| 400-35-430                 | 6400_105          | Utilites - Gas - Terminal Cost Center                 | \$ 2,093                     |
|                            |                   | <b>Sub-total Utilities Accounts</b>                   | <b>\$ 53,206</b>             |
| 400-35-431                 | 6300_181          | Repair & Maintenance Runway & Taxiway                 | \$ 4,093                     |
|                            |                   | <b>Sub-total Repairs and Maintenance</b>              | <b>\$ 4,093</b>              |
| 400-35-431                 | 6500_118          | Professional and Consultant Services                  | \$ 75,963                    |
| 400-35-000                 | 6500_118          | Professional and Consultant Services                  | \$ 2,350                     |
|                            |                   | <b>Sub-total Professional and Consultant Services</b> | <b>\$ 78,313</b>             |
| 400-35-430                 | 7230_100          | Insurance Vehicle                                     | \$ 374                       |
|                            |                   | <b>Sub-total Insurance Account</b>                    |                              |
|                            |                   | <b>Increases to Expenses</b>                          | <b>\$ 135,986</b>            |
| <b>Expense - decreases</b> |                   |                                                       |                              |
| 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)                   |
|                            |                   | <b>Sub-total Utilities Accounts</b>                   | <b>\$ (53,206)</b>           |
| 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)                     |
|                            |                   | <b>Decreases to Expenses</b>                          | <b>\$ (135,986)</b>          |

## **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."

**Board of Finance and City Council Submission Checklist**Department: Airport Submitter: J. WaiteTitle/Subject: FY2024 Budget Neutral Amendment

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input checked="" type="checkbox"/> | Board of Finance | 9/9/2024                      |
| <input checked="" type="checkbox"/> | City Council     | 9/9/2024                      |
| <input type="checkbox"/>            | Concurrent       | Click or tap to enter a date. |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 8/23/2024                     | N. Longo                         |
| Mayor's Office informed and approved memo                                                             | Yes      | 9/4/2024                      | E. Jacobson                      |
| Board/Commission, if required                                                                         | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 8/30/2024                     | K. Sturtevant                    |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 8/30/2024                     | K. Schad                         |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | N/A       | Click or tap here to enter text. |
| Additional Materials, if necessary                     | N/A       | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | N/A       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | N/A       | Click or tap here to enter text. |

## **Agreement between City of Burlington and COTS**

Re: 58 Pearl Street acquisition and the provision of low-barrier emergency shelter for winter 2024-2025

This is an agreement between the City of Burlington and COTS regarding the emergency shelter needs in the City during the 2024-2025 winter sheltering months. The purpose of the agreement is to memorialize the parties' shared understanding and commitment regarding how COTS will meet part of the acute need for emergency shelter in Burlington. This agreement also memorializes that it is in the best interest of the City and COTS to work in partnership as we navigate trying to meet the needs of an historically high number of unhoused people living in the City, and that therefore, the parties intend to do so.

The City of Burlington and COTS agree to the following:

1. COTS will provide low-barrier, emergency shelter this winter in the City of Burlington. The shelter will be located at 58 Pearl Street.
2. On or before October 1, 2024, COTS will work with the City to define low barrier terms, similar to the criteria used by the City at the former VFW emergency warming shelter location in the winter of 2023-2024. The shelter will include health services and a diverse set of emergency shelter beds to accommodate the varying needs of the guests. The parties will also define what is meant by "health services" and "a diverse set of shelter beds" by October 1, 2024.
3. COTS will operate the shelter from December 1, 2024 to May 31, 2025. Operating the shelter in April and May 2025 will depend upon availability of additional funding. COTS and the City will proactively advocate with the state and other partners to secure funding needed to support shelter operation through May 31, 2025.
4. COTS is committed to creating a minimum of 20 additional permanent emergency shelter beds beyond the current number of beds available in Burlington as of August 2024. COTS will transition the emergency winter shelter into the Waystation as part of its plan to move its current Church Street Waystation operations to 58 Pearl Street after the emergency warming shelter closes. The 20 additional permanent emergency shelter beds will be created within COTS' total emergency housing portfolio.
5. The City will meet with COTS to discuss and provide in writing lessons learned from operating last year's low-barrier, emergency shelter to support the success of this operation.
6. Upon the signing of this agreement, the City will remove its application to the federal government for the property located at 58 Pearl St. The City will also remove its application to the state for FY25 emergency housing funding from AHS/DCF.
7. The City agrees to support COTS owning 58 Pearl as long as it maintains the required homeless services per GSA requirements.



Finally, COTS and the City will commit to improving our working relationship around our shared efforts to address the complex challenges of homelessness, including the acute need for emergency shelter in Burlington. This includes, but is not limited to, regular, direct, and proactive communication between the COTS Executive Director and Mayor's Office. Both parties will communicate directly with each other as needed, but at a minimum, thru quarterly meetings at the Mayor's Office regarding the City's approach to encampments, sheltering on public lands/parks, and other issues related to directly and indirectly supporting unhoused people in Burlington.

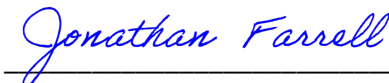


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Emma Mulvaney-Stanak  
Mayor  
City of Burlington

---

8/30/24  
Date



---

Jonathan Farrell  
Executive Director  
Committee on Temporary Shelter

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8-30-24  
Date



## MEMORANDUM

To: Burlington Board of Finance and City Council

From: Darren Springer, General Manager  
Emily Stebbins-Wheelock, CFO and Manager of Strategy & Innovation  
James Gibbons, Director of Policy & Planning

Date: September 9, 2024

Subject: BED U.S. Department of Energy Grid Resilience & Innovation Partnership grant

---

Burlington Electric Department (BED) respectfully requests that the Board of Finance and City Council approve BED's acceptance of a U.S. Department of Energy Grid Resilience & Innovation Partnership grant in the amount of \$1,158,695 to support thermal load control and peak reduction in both residential and commercial buildings. As discussed in our April 22, 2024 memo to the Board and Council requesting approval of a pilot heat pump bill credit and commercial demand response program, the grant will support provision of hardware, software, and devices to support controls and monitoring for heat pump and other electric heating devices for residential and commercial customers. The grant requires a 50% cost share from BED over the three-year performance period, with much of this coming from in-kind labor/personnel time. The FY25 portion of the BED cost share has been considered and included in BED's FY25 budget. As part of the project, BED is committed to supporting workforce development in partnership with ReSource and Vermont Works for Women and ensuring that at least 40% of project benefits flow to disadvantaged communities. BED will partner with various community organizations, including Champlain Housing Trust, Cathedral Square Corporation, Burlington Housing Trust, CVOEO, CEDO, the Association of Africans Living in Vermont, and the 2030 District to conduct community outreach and ensure community engagement in the project.

The grant agreements are undergoing review by the City Attorney's Office. Please do not hesitate to contact us with any questions.

**Burlington Electric Department**  
585 Pine Street Burlington, VT 05401  
burlingtonelectric.com  
Phone 802.658.0300

**Motions:**Board of Finance

To approve and recommend the City Council approve and authorize the BED General Manager or their designee, subject to final review and approval by the City Attorney's Office, to accept and execute the grant agreement for U.S. Department of Energy Award DE-GD0000904.

City Council

To approve and authorize the BED General Manager or their designee, subject to final review and approval by the City Attorney's Office, to accept and execute the grant agreement for U.S. Department of Energy Award DE-GD0000904.

### Board of Finance and City Council Submission Checklist

Department: BED Submitter: Darren Springer

Title/Subject: BED U.S. Department of Energy Grid Resilience & Innovation Partnership grant

|                                     |                  |                                               |
|-------------------------------------|------------------|-----------------------------------------------|
|                                     | Approval:        | Meeting Date:                                 |
| <input type="checkbox"/>            | Board of Finance | <a href="#">Click or tap to enter a date.</a> |
| <input type="checkbox"/>            | City Council     | <a href="#">Click or tap to enter a date.</a> |
| <input checked="" type="checkbox"/> | Concurrent       | 9/9/2024                                      |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

#### Signoffs Received

| Signoff Needed                                                                                        | Received | Date Received                                 | Note                                                                       |
|-------------------------------------------------------------------------------------------------------|----------|-----------------------------------------------|----------------------------------------------------------------------------|
| Department Head                                                                                       | Yes      | 8/30/2024                                     | Darren Springer                                                            |
| Mayor's Office informed and approved memo                                                             | Yes      | 9/5/2024                                      | Erin Jacobsen                                                              |
| Board/Commission, if required                                                                         | N/A      | <a href="#">Click or tap to enter a date.</a> | <a href="#">Click or tap here to enter text.</a>                           |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | Yes      | NA                                            | Approval subject to final review by City Attorney's Office, Kim Sturtevant |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 9/4/2024                                      | Kim Sturtevant                                                             |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 9/4/2024                                      | Katherine Schad                                                            |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A      | <a href="#">Click or tap to enter a date.</a> | <a href="#">Click or tap here to enter text.</a>                           |
| CIO, if an IT-related investment/purchase                                                             | N/A      | <a href="#">Click or tap to enter a date.</a> | <a href="#">Click or tap here to enter text.</a>                           |

#### Materials Included

|                                                        | Included? | Note                                             |
|--------------------------------------------------------|-----------|--------------------------------------------------|
| Final Memo Attached?                                   | Yes       | <a href="#">Click or tap here to enter text.</a> |
| Contract Attached, if applicable?                      | No        | Contract under review by City Attorney's Office  |
| Additional Materials, if necessary                     | N/A       | <a href="#">Click or tap here to enter text.</a> |
| Draft Resolution or Motion?                            | Yes       | Motions included in memo                         |
| If for submission to Council, are sponsors identified? | Yes       | Board of Finance                                 |

## MEMO

**Date:** September 9, 2024

**To:** Board of Finance / City Council

**From:** Sophie Sauvé, Parks Comprehensive Planner,  
Cindi Wight, Director, Department of Parks, Recreation & Waterfront

**Re:** Authorization to provide CCRPC with Local Match for VT 127 Shared Use Path Scoping and Feasibility Study

### I. Purpose

The Department of Parks, Recreation and Waterfront (BPRW) seeks approval and authorization to enter into an agreement with the Chittenden County Regional Planning Commission (CCRPC) for the VT 127 Shared Use Path Scoping and Feasibility Study. CCRPC will manage the contract and cover 80% of the cost with a Federal Highway Administration Grant of the \$125,808 project with 20% of the local match (\$25,162) coming from the City of Burlington's Bike Path Maintenance Fund.

### II. Background

PlanBTV Walk Bike documented the VT 127 Shared Use Path as needing improvements. The VT 127 path is a direct connection between Burlington's New North End (NNE) and Old North End (ONE) neighborhoods. The path is frequently used by commuters and recreational cyclists and pedestrians to access their neighborhoods. However, the path is narrow, the fence is damaged and there are limited access points that create barriers limiting its usefulness to a wider public. The scoping and feasibility study will identify ways to improve the path and connections and elevate it as part of a network of non-vehicular travel, including connecting it to North Avenue. The scoping and feasibility study will have a significant public engagement component to inform any recommendations.

### PROJECT FUNDING SOURCES, BUDGET, AND ESTIMATES

The project funding sources are CCRPC Unified Planning Work Program (UPWP) Funds and Bike Path Maintenance Funds. The Bike Path Maintenance Fund has a balance of \$273,000 going into FY25. The Department budgeted to spend \$36,000 of the fund balance for FY25 and will receive another \$282,720, covering all planned FY25 expenses.

| <b>VT 127 Shared Use Path Scoping and Feasibility Study</b> |                  |
|-------------------------------------------------------------|------------------|
| FY25 Bike Path Maintenance Fund 834-23-700-704.4720         | \$25,162         |
| CCRPC UPWP Grant                                            | \$100,646        |
| <b>Total Project Budget</b>                                 | <b>\$125,808</b> |



**DEPARTMENT RECOMMENDATION**

Board of Finance Motion:

To approve and recommend that the City Council authorize the Director of Parks, Recreation, and Waterfront to enter into an agreement with the Chittenden County Regional Planning Commission, obligating the City to provide an amount not to exceed \$25, 162 of Bike Path Maintenance Funds to the CCRPC to act as the 20% local funding match for the VT 127 Shared Use Path Scoping and Feasibility Study grant accepted by the CCRPC from the Federal Highway Administration and totaling \$100,646 in granted funds, subject to review by the Chief Administrative Officer and City Attorney's Office.

City Council Motion:

To approve and authorize the Director of Parks, Recreation, and Waterfront to enter into an agreement with the Chittenden County Regional Planning Commission, obligating the City to provide an amount not to exceed \$25, 162 of Bike Path Maintenance Funds to the CCRPC to act as the 20% local funding match for the VT 127 Shared Use Path Scoping and Feasibility Study grant accepted by the CCRPC from the Federal Highway Administration and totaling \$100,646 in granted funds, subject to review by the Chief Administrative Officer and City Attorney's Office.

**Board of Finance and City Council Submission Checklist**Department: Parks, Recreation and Waterfront Submitter: Sophie SauvéTitle/Subject: Local Match for VT 127 Scoping and Feasibility Study led by CCRPC

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input type="checkbox"/>            | Board of Finance | Click or tap to enter a date. |
| <input type="checkbox"/>            | City Council     | Click or tap to enter a date. |
| <input checked="" type="checkbox"/> | Concurrent       | 9/9/2024                      |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

**Signoffs Received**

| Signoff Needed                                                                                        | Received        | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|-----------------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes             | 8/30/2024                     | Cindi Wight                      |
| Mayor's Office informed and approved memo                                                             | Yes             | 9/5/2024                      | Joe Magee                        |
| Board/Commission, if required                                                                         | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes             | 9/3/2024                      | Hayley McClenahan                |
| CAO has reviewed budget, financing, and memo                                                          | Yes             | 9/5/2024                      | Katherine Schad                  |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included?       | Note                             |
|--------------------------------------------------------|-----------------|----------------------------------|
| Final Memo Attached?                                   | Yes             | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | Yes             | Click or tap here to enter text. |
| Additional Materials, if necessary                     | Choose an item. | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | Yes             | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | Choose an item. | Click or tap here to enter text. |



# OFFICE OF THE CITY ASSESSOR

## City of Burlington

City Hall, Ground Floor, 149 Church St, Burlington, VT 05401 - Voice (802) 865-7114

To: Board of Finance  
City Council

From: Joe Turner, City Assessor  
Tony Berry, Human Resources Manager  
Lynn Reagan, Acting Human Resources Director

Date: September 9, 2024

Subject: Reorganization of the Assessor's Office including the reclassification of two (2) positions

### Executive Summary

We propose the reorganization of the Assessor's Office including the reclassification of two (2) positions as summarized below:

- Reclassification and retitling of the Associate Assessor, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 16, role to Assessment Specialist, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, role in the Assessor's Office and authorize retroactive pay to April 15th, in an amount not to exceed \$2,000.
- Reclassification and retitling of the Assistant Residential Appraiser, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 16, role to Assessment Analyst, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, role in the Assessor's Office and authorize retroactive pay to April 15th, in an amount not to exceed \$1,900.

### Background for Reorganization

The Assessor's Office, in response to FY25 budget pressures, presented a proposal to the Mayor of freezing the Deputy Assessor position and redistributing the responsibilities associated with that role to current staff with the majority of the responsibility given to the City Assessor. The duties taken on by these two roles were added to the job descriptions and were significant enough to warrant a reclassification of all roles in the Assessor's Office. Raising the grades will bring these roles into alignment with similar roles in our region. The increased compensation will also bring our salaries into a more competitive range.

### Financial Impact

This was planned for in the FY25 approved FY25 budget.

| New Position          | Current Grade | Proposed Grade | Current Starting Salary Range | Proposed Starting Salary Range | Budget Impact    |
|-----------------------|---------------|----------------|-------------------------------|--------------------------------|------------------|
| Assessment Specialist | 16            | 18             | \$61,544-\$73,309             | \$70,180-\$83,660              | \$8,636-\$10,351 |



|                            |    |    |                       |                       |                       |
|----------------------------|----|----|-----------------------|-----------------------|-----------------------|
| Assessment Analyst         | 16 | 17 | \$61,544-<br>\$73,309 | \$65,621-<br>\$78,189 | \$4,077-<br>\$4,880   |
| <b>Total Budget Impact</b> |    |    |                       |                       | \$12,060-<br>\$15,231 |

We also seek a retro payment from 4/15/24 to 9/6/2024, which is approximately \$3,600 total. The 4/15/24 date represents the first day the office was without the Deputy Assessor and those duties were taken on by the Assessor staff. The FY25 Assessors budget has taken this into consideration

## Motions

### Board of Finance Motion:

To recommend that City Council approve the:

- Reclassification and retitling of the Associate Assessor, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 16, role to Assessment Specialist, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, role in the Assessor's Office and authorize retroactive pay from 04/15/24 to 09/6/2024 not to exceed \$2,000.
- Reclassification and retitling of the Assistant Residential Appraiser, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 16, role to Assessment Analyst, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, role in the Assessor's Office and authorize retroactive pay from 04/15/24 to 09/6/2024 not to exceed \$1,900.

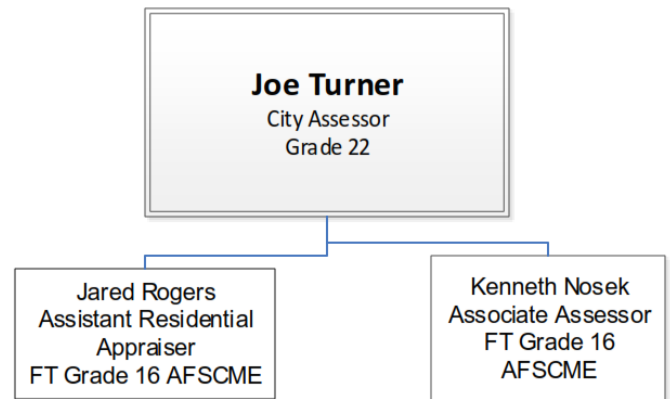
### City Council Motion:

To approve the:

- Reclassification and retitling of the Associate Assessor, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 16, role to Assessment Specialist, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, role in the Assessor's Office and authorize retroactive pay from 04/15/24 to 09/6/2024 not to exceed \$2,000.
- Reclassification and retitling of the Assistant Residential Appraiser, a Regular, a Full-Time, Non-Exempt, AFSCME, Grade 16, role to Assessment Analyst, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, role in the Assessor's Office and authorize retroactive pay from 04/15/24 to 09/6/2024 not to exceed \$1,900.

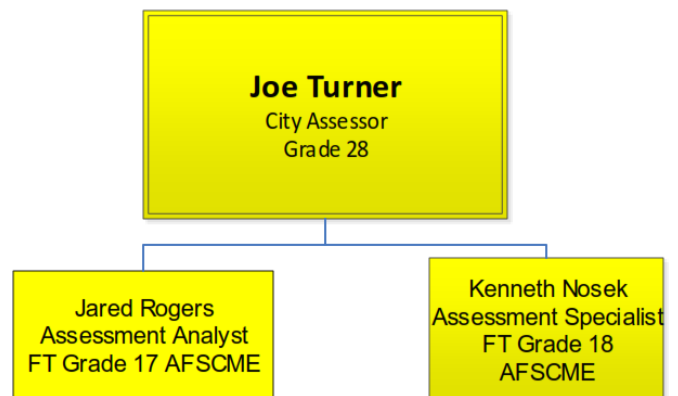
# Current Organizational Chart

**Assessor's Office  
City of Burlington  
Current September 2024**



# Proposed Organizational Chart

**Assessor's Office  
City of Burlington  
Proposed September 2024**



# City of Burlington

## Job Description



**Position Title:** ~~Assistant Residential Appraiser~~ **Assessment Analyst**

**Department:** Assessor

**Reports to:** ~~Deputy Assessor~~ **Assessor**

**Pay Grade:** ~~16-17~~

**Job Code:**

**Exempt/Non-Exempt:** Regular, Non-Exempt, Full-Time

**Union:** AFSCME

**Remote Work Rating Tier:** 1

### General Purpose:

This position is responsible for conducting inspections of real estate; assisting in the preparation, review and analysis of setting fair appraised values for the Grand List. ~~This position is responsible for valuation of residential properties.~~ Also for the verification of residential sales, collation of Multiple Listing Service (MLS) and City permitting data, property inspections, data entry and valuation of residential properties and property appeal reviews. Additional assistance with preparation of the Grand List.

### Essential Job Functions:

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

- Performs moderately difficult technical work associated with property appraisal functions.
- Visiting property and noting significant features; interviewing property owners
- Collecting and verifying data.
- Measuring and diagramming buildings or property and verifying parcel and structure data.
- Analyzing and interpreting comparable sales.
- Reviewing records, maps, handbooks, etc.
- Allocating values when properties are split, combined or damaged
- Performing other related calculations.
- Classifying and appraising property.
- Maintain field data and other related real estate market information.
- Schedule property inspections with interested parties
- Inspect all types of real property.
- Research, analyze and organize information – site plans, land records, surveys, deeds, maps, permits and other legal documents as required.

- Review, interpret and maintain property record data and reports on the Computer Assisted Mass Appraisal system (CAMA), VTPIE, MLS, US Land Records and other property record keeping systems.
- Appraise residential real property for taxation.
- Analyze market sales and perform other statistical work as required.
- Evaluate and review independent appraisals submitted by taxpayers and others.
- Conduct and participate in property valuation appeals at initial level of appeals.
- Review property transfers to determine market sale condition
- Assist Assessor with the market analysis and other statistical work as required.
- Participates in preparing a variety of list and forms for the State of Vermont tax department relating to the education tax rates and municipal tax rates, homestead declarations, and state sales study.
- Screen incoming mail and distribute appropriately.
- Participates in preparing a variety of list and forms for the State of Vermont tax department relating to the education tax rates and municipal tax rates, homestead declarations, and state sales study.
- Provide administrative support to the City Assessor as needed.
- Provide technical information, assistance and instruction to property owners, real estate attorneys, real estate professionals and bankers.
- 
- ~~Complete a review and inspections of all residential sold properties, and properties with material changes which affect the property valuation.~~
- Review past permits and property data from a variety of sources, make property data corrections where necessary and generate preliminary assessed values for these properties using the City's Computer Assisted Mass Appraisal (CAMA) software.
- Collate and format building and zoning permits and other data for the revaluation of all residential properties.
- ~~Assist the Deputy Assessor on the annual Sales Study for the VT Tax department.~~
- Perform preliminary valuation, reconciliation and review of properties as needed prior to final valuations.
- Assist with property data corrections and revaluations related to grievances made to the Board of Assessors and Board of Tax Appeals.
- ~~Enter real estate and business personal property data into the computer assisted mass appraisal system Patriot Properties AP5.~~
- Compile and maintain field collection data and other related real estate market information.
- Employee will engage in a professional manor with the public on a regular basis.
- Performs other duties as required.

#### Qualifications/Basic Job Requirements:

- **Associates Degree or equivalent**, with a minimum of two years of real estate appraisal valuation is required or six years in a related field of real estate with successfully completed courses directly related to the fundamentals of real estate appraisal methods to value.
- A basic mass appraisal certification or license in real estate appraisal is highly preferred. The certification or license will require completed courses on the fundamentals of real estate appraisal.
- Experience in the public sector preferred.
- Ability to establish and maintain positive relations with co-workers, supervisor, staff, public officials, general public and other departments.

- Ability to learn and maintain knowledge of the purpose, objectives, legal requirements, operations, policies and procedures for area of assignment.
  - Ability to operate proficiently basic office equipment (computer, phone, copier, fax, and other).
  - Ability to operate in a Windows based operating environment using word-processing, spreadsheets and database software required.
  - Ability to plan, organize and coordinate workload and to meet deadlines.
  - Ability to assume administrative responsibility for a departmental area and carry out tasks with minimal instruction.
  - Ability to work occasional nights and weekends required.
- 
- ~~High school diploma or equivalent is required and at least three years of office experience in real estate, appraisal, or assessing.~~
  - ~~Successful completion of fundamentals of Real Property Appraisal and Fundamentals of the Income Approach to Valuation or the equivalents. A Vermont Property Assessor Level 2 Certification is preferred or the demonstrated ability to obtain the Level 2 within 12 months.~~
  - ~~Working knowledge of word processing and developing spreadsheets is required.~~
  - ~~Valid Driver's License is required.~~
  - ~~Ability to work occasional evenings and weekends required.~~
  - ~~Experience in real estate, appraisal, or assessing highly valued and preferred.~~
  - ~~Knowledge of CAMA software systems is preferred.~~
  - ~~Working knowledge of Patriot Properties AP5 CAMA system is preferred~~
  - ~~Strong organizational and time management skills preferred.~~
  - ~~Ability to perform on site property inspections. Measure and list building improvements for data collection.~~
  - ~~Ability to communicate effectively, both verbally and in writing.~~
  - ~~Ability to list and analyze residential property characteristics, including evaluating a property's condition and quality of workmanship and materials.~~
  - ~~Ability to research land records such as; surveys, maps, site plans, permits and legal documents.~~
  - ~~Ability to enter a variety of data on to the Computer Assisted Mass Appraisal system (CAMA) and other record keeping systems.~~
  - ~~Knowledge of office practices and procedures, including filing systems, mathematics, report and letter writing, as well as correct English usage, grammar, punctuation and spelling required.~~
  - ~~Regular attendance is necessary and is essential to meeting the expectations of the job functions.~~
  - ~~Ability to understand and comply with City standards, safety rules and personnel policies.~~
  - ~~Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.~~
  - ~~Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.~~
  - ~~Proof of COVID-19 vaccination required, reasonable accommodations will be considered.~~

### **Physical & Mental/Reasoning Requirements; Work Environment:**

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

|   |                                                         |
|---|---------------------------------------------------------|
| X | seeing                                                  |
| X | color perception (red, green, amber)                    |
| X | hearing/listening                                       |
| X | clear speech                                            |
| X | touching                                                |
| X | dexterity x hand x finger                               |
|   | reading – basic                                         |
| X | reading – complex                                       |
|   | math skills – basic                                     |
| X | math skills – complex                                   |
|   | writing – basic                                         |
| X | writing – complex                                       |
| X | analysis/comprehension                                  |
| X | judgment/decision making                                |
| X | clerical                                                |
| X | inside                                                  |
| X | outside                                                 |
| X | works alone                                             |
| X | works with others                                       |
| X | face-to-face contact                                    |
| X | verbal contact w/others                                 |
| X | ability to move distances within warehouses and offices |
| X | lifting (specify pounds: 20 )                           |
| X | carrying (specify pounds: 20 )                          |
|   | climbing                                                |
| X | driving                                                 |
|   | ability to mount and dismount forklift                  |
|   | pushing/pulling                                         |
|   | shift work                                              |
| X | moving objects                                          |
|   | pressurized equipment                                   |
| X | extreme heat                                            |
| X | extreme cold                                            |
|   | high places                                             |
| X | noise                                                   |
|   | fumes/odors                                             |
|   | dirt/dust                                               |
|   | hazardous materials                                     |
|   | electrical equipment                                    |
|   | mechanical equipment                                    |

**Supervision:**

Directly Supervises: 0

Indirectly Supervises: 0-1

**Disclaimer:**

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

**Revision Dates:** Created 6/5/2019, updated 8/7/2020, updated January 2023 (Remote Score Rating)

## City of Burlington Job Description

**Position Title:** ~~Associate Assessor~~ **Assessment Specialist**

**Department:** Assessor's Office

**Reports to:** City Assessor

**Pay Grade:** 18 (formerly 16 as Associate)

**Job Code:** 4448

**Exempt/Non-Exempt:** Non-Exempt

**Union:** AFSCME

**General Purpose:** This position is responsible for conducting inspections of real estate; assisting in the preparation, review and analysis of setting fair appraised values for the Grand List. This position is also responsible for **hearing initial grievances, mapping work, and online presence and occasional training and supervision.** This position also handles administrative duties associated with all boards and committees assisted by the Assessor's Office.

**Essential Job Functions:** (This section outlines the fundamental job functions that must be performed in this position. The related job requirements and physical, mental and reasoning requirements outlined in the next two sections state the underlying requirements that an employee must meet in order to perform these essential functions. The three sections together describe the essential functions of this position)

### Essential Job Functions:

- Conducts**Performs moderately difficult technical work associated with property appraisal functions.**
- Visiting property and noting significant features; interviewing property owners
- Collecting and verifying data.
- Measuring and diagramming buildings or property and verifying parcel and structure data.
- Analyzing and interpreting comparable sales.
- Reviewing records, maps, handbooks, etc.
- Allocating values when properties are split, combined or damaged
- Performing other related calculations.
- Classifying and appraising property.
- **Maintain field data and other related real estate market information.**
- **ESchedule property inspections with interested parties**
- **Inspect all types of real property.**
- Research, analyze and organize information – site plans, land records, surveys, deeds, maps, permits and other legal documents as required.
- Review, interpret and maintain property record data and reports on the Computer Assisted Mass Appraisal system (CAMA), VTPIE, **MLS**, US Land Records and other property record keeping systems.
- **EAppraise residential real property for taxation.**
- **Analyze market sales and perform other statistical work as required.**
- **Evaluate and review independent appraisals submitted by taxpayers and others.**
- **Train staff – interns, part-time & temporary staff assigned to seasonal or temporary special projects; assist City Assessor in training of full-time staff.**
- **Supervise staff - interns & part-time or temporary staff and review their work product.**
- **Administrate for the Board of Assessors and the Tax Abatement Committee – liaison for taxpayer**



grievances, compile petitions, prepare addenda items, request evidence and related history, records; records meeting minutes.

- Supervise & administrate the property valuation appeals process including but not limited to: reviewing valuation, writing value opinions, scheduling meeting, notifying persons involved, mailings, assistance to taxpayers with required forms and preparing the hearing packets and briefing City Assessor.
- Conduct and participate in property valuation appeals at initial level of appeals.
- Prepare appraisal opinions in relation to appeals for the Board of Assessors and Board of Tax Appeals.
- Collect and verify income and expense for commercial properties.
- Assist and collaborate with other departments for revision of tax maps.
- Maintain and update the **Assessor's Office online presence** – edit descriptive language, and post documents, **change content**. This does not include coding.
- Compose and issue correspondence; draft more complex responses for City Assessor as needed.
- Review property transfers to determine market sale condition.
- Assist Assessor with the market analysis and other statistical work as required.
- Maintain budget by monitoring expenditures, receive and receipt fees and funds and safeguard cash.
- Prepare and maintain the departments financial and other administrative records.
- Order department inventory of office supplies and equipment; requisition, receive, store, inventory and prepare vouchers; maintain records of filled requisition, receive, records and current inventory.
- Serve as liaison between supervisor, staff, other offices and outside groups. Provide information on department programs and policies.
- Screen incoming mail **and distribute appropriately**.
- Participates in preparing a variety of list and forms for the State of Vermont tax department relating to the education tax rates and municipal tax rates, homestead declarations, and state sales study.
- Maintain records and department filing system; update and add data in accordance with City retention requirements and storage schedule. Maintain resolutions, ordinances, meeting minutes, which pertain to the Assessor's office (Tax Rate Resolutions, Tapes of meeting minutes).
- Provide administrative support to the City Assessor as needed.
- **Provide technical information, assistance and instruction to property owners, real estate attorneys, real estate professionals and bankers.**
- **Order department inventory of office supplies and equipment; requisition, approve credit card purchases, generate purchase orders.**
- **Maintain budget by monitoring expenditures, receive and receipt fees and funds and safeguard cash.**
- **Maintain records and department filing system; update and add data in accordance with City retention requirements and storage schedule. Maintain resolutions, ordinances, meeting minutes, which pertain to the Assessor's office.**

#### **Qualifications/Basic Job Requirements:**

- **HAssociates Degree or equivalent**, with a minimum of two years of real estate appraisal valuation is required or six years in a related field of real estate with successfully completed courses directly related to the fundamentals of real estate appraisal methods to value.
- A basic mass appraisal certification or license in real estate appraisal is highly preferred. The certification or license will require completed courses on the fundamentals of real estate appraisal.
- Experience in the public sector preferred.
- Ability to establish and maintain positive relations with co-workers, supervisor, staff, public officials, general public and other departments.
- Ability to learn and maintain knowledge of the purpose, objectives, legal requirements, operations, policies and procedures for area of assignment.

- Ability to operate proficiently basic office equipment (computer, phone, copier, fax, and other).
- Ability to operate in a Windows based operating environment using word-processing, spreadsheets and database software required.
- Ability to plan, organize and coordinate workload and to meet deadlines.
- Ability to assume administrative responsibility for a departmental area and carry out tasks with minimal instruction.
- Ability to work occasional nights and weekends required.

### **Physical & Mental/Reasoning Requirements; Work Environment:**

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position. Upon request for a reasonable accommodation, the City may be able to adjust or excuse one or more of these requirements, depending on the requirement, the essential function to which it relates, and the proposed accommodation.

|                                                                             |                                                                          |                                                                      |
|-----------------------------------------------------------------------------|--------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input checked="" type="checkbox"/> seeing                                  | <input checked="" type="checkbox"/> ability to move distances            | <input checked="" type="checkbox"/> lifting (specify)                |
| <input checked="" type="checkbox"/> color perception<br>(red, green, amber) | within and between<br>warehouses/offices                                 | 20 pounds                                                            |
| <input checked="" type="checkbox"/> hearing/listening                       | <input type="checkbox"/> climbing                                        | <input checked="" type="checkbox"/> carrying (specify)               |
| <input checked="" type="checkbox"/> clear speech                            | <input type="checkbox"/> ability to mount and<br>dismount forklift/truck | 20 pounds                                                            |
| <input checked="" type="checkbox"/> touching                                | <input type="checkbox"/> pushing/pulling                                 | <input checked="" type="checkbox"/> driving (local/over<br>the road) |
| <input checked="" type="checkbox"/> dexterity                               |                                                                          |                                                                      |
| <input checked="" type="checkbox"/> hand                                    |                                                                          |                                                                      |
| <input checked="" type="checkbox"/> finger                                  |                                                                          |                                                                      |
| <input checked="" type="checkbox"/> reading - basic                         | <input type="checkbox"/> math skills - basic                             | <input checked="" type="checkbox"/> analysis/comprehension           |
| <input checked="" type="checkbox"/> reading - complex                       | <input checked="" type="checkbox"/> math skills - complex                | <input checked="" type="checkbox"/> judgment/decision<br>making      |
| <input type="checkbox"/> writing - basic                                    | <input type="checkbox"/> clerical                                        |                                                                      |
| <input checked="" type="checkbox"/> writing - complex                       |                                                                          |                                                                      |
| <input type="checkbox"/> shift work                                         | <input checked="" type="checkbox"/> outside                              | <input type="checkbox"/> pressurized equipment                       |
| <input checked="" type="checkbox"/> works alone                             | <input checked="" type="checkbox"/> extreme heat                         | <input type="checkbox"/> moving objects                              |
| <input checked="" type="checkbox"/> works with others                       | <input checked="" type="checkbox"/> extreme cold                         | <input type="checkbox"/> high places                                 |
| <input checked="" type="checkbox"/> verbal contact w/others                 | <input checked="" type="checkbox"/> noise                                | <input type="checkbox"/> fumes/odors                                 |
| <input checked="" type="checkbox"/> face-to-face contact                    | <input type="checkbox"/> mechanical equipment                            | <input type="checkbox"/> hazardous materials                         |
| <input checked="" type="checkbox"/> inside                                  | <input type="checkbox"/> electrical equipment                            | <input type="checkbox"/> dirt/dust                                   |

### **Supervision:**

Directly Supervises:   0  

Indirectly Supervises:   1-2  

**This position directly supervises all part-time and intern staff.**

**Board of Finance and City Council Submission Checklist**

Joe Turner, City Assessor

Lynn Reagan, Interim HR Director

Department: Assessor Submitter: Tony Berry, HR ManagerTitle/Subject: Reorganization of the Assessor's Office including the reclassification of two (2) Positions

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input type="checkbox"/>            | Board of Finance | Click or tap to enter a date. |
| <input type="checkbox"/>            | City Council     | Click or tap to enter a date. |
| <input checked="" type="checkbox"/> | Concurrent       | 9/9/2024                      |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 9/3/2024                      | Joe Turner                       |
| Mayor's Office informed and approved memo                                                             | Yes      | 9/5/2024                      | Erin Jacobsen                    |
| Board/Commission, if required                                                                         | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | N/A      |                               |                                  |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 9/4/2024                      | Hayley McClenahan                |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 9/5/2024                      | Katherine Schad                  |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | Yes      | 9/3/2024                      | Tony Berry                       |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | N/A       | Click or tap here to enter text. |
| Additional Materials, if necessary                     | Yes       | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | Yes       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | N/A       | Click or tap here to enter text. |



## Office of Mayor Emma Mulvaney-Stanak

To: Board of Finance  
City Council

From: Mayor Emma Mulvaney-Stanak

CC: Joe Turner, City Assessor  
Lynn Reagan, Interim Director of Human Resources  
Tony Berry, Human Resources Manager

Date: September 9, 2024

Subject: Reorganization of the Assessor's Office including the reclassification of the City Assessor

---

### Executive Summary

We propose the reorganization of the Assessor's Office including the reclassification of the City Assessor position as summarized below:

- Reclassification of the City Assessor, a Regular, a Full-Time, Exempt, Non-Union, Grade 22, role to City Assessor, a Regular, Full-time, Exempt, Non-Union Grade 28, role, in the Assessor's Office and authorize retroactive pay to April 15th, in an amount not to exceed \$8,600.

### Background for Reclassification

The Assessor's Office, in response to FY25 budget pressures, presented a proposal to the Mayor of eliminating the Deputy Assessor position and redistributing the responsibilities associated with that role to current staff with the majority of the responsibility given to the City Assessor. These responsibilities include, but are not limited to:

- Increased responsibility in communicating with the State Tax Department
- Assumed direct supervision of the entire Assessment Office
- Assumed responsibility for the development of all commercial property values
- Directly involved with market analysis studies for grand list integrity
- Assumed responsibility for TIF increment calculations and reporting
- Full responsibility in developing value defenses for all property appeals

Raising the grades will bring these roles into alignment with similar roles in our region. The increased compensation will also bring our salaries into a more competitive range.

### Financial Impact

This was planned for in the FY25 approved budget.

| Position                   | Current Grade | Proposed Grade | Current Starting Salary Range | Proposed Starting Salary Range | Budget Impact        |
|----------------------------|---------------|----------------|-------------------------------|--------------------------------|----------------------|
| City Assessor              | 22            | 28             | \$89,009-\$106,257            | \$112,018-\$133,834            | \$23,009-\$27,577    |
| Deputy Assessor            | 21            | NA             | \$86,476-\$103,218            | \$0                            | (\$86,476-\$103,218) |
| <b>Total Budget Impact</b> |               |                |                               |                                | (\$63,467-\$75,641)  |

Part of this reorganization includes not filling the Deputy Assessor position for the foreseeable future and removing the position from the budget.

We also seek a retro payment from 4/15/24 to 09/06/24, which is approximately \$8,600. The 4/15/24 date represents the first day the office was without the Deputy Assessor and those duties were taken on by the Assessor staff. The FY25 Assessors budget has taken this into consideration.

### Motions

#### Board of Finance Motion:

To recommend that City Council approve the:

- Reclassification of the City Assessor, a Regular, a Full-Time, Exempt, Non-Union, Grade 22, role to City Assessor, a Regular, Full-time, Exempt, Non-Union, Grade 28, role ,in the Assessor's Office and authorize retroactive pay to April 15th, in an amount not to exceed \$8,600.

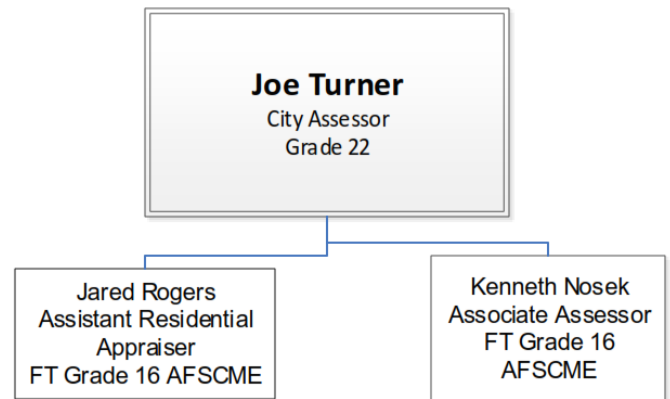
#### City Council Motion:

To approve the:

- Reclassification of the City Assessor, a Regular, a Full-Time, Exempt, Non-Union, Grade 22, role to City Assessor, a Regular, Full-time, Exempt, Non-Union, Grade 28, role ,in the Assessor's Office and authorize retroactive pay to April 15th, in an amount not to exceed \$8,600.

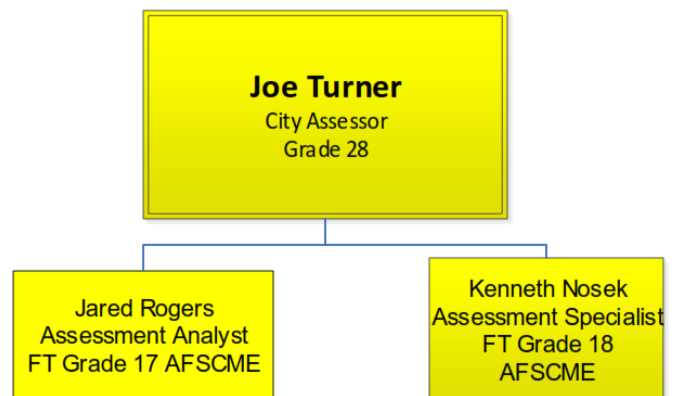
# Current Organizational Chart

**Assessor's Office  
City of Burlington  
Current September 2024**



# Proposed Organizational Chart

**Assessor's Office  
City of Burlington  
Proposed September 2024**



# City of Burlington

## Job Description



**Position Title:** City Assessor

**Department:** Assessor

**Reports to:** CAO-Mayor

**Pay Grade:** 22-28

**Job Code:** 121

**Exempt/Non-Exempt:** Exempt

**Union:** NU

**Remote Work Rating Tier:** 2

### General Purpose:

This position is responsible for oversight and management of the City's property tax assessment functions, valuation of all real estate and personal property, property valuation appeals, and oversight of general reappraisals. In addition, this position is responsible for researching, entering and producing the City's annual Grand List Book and Tax Book. The position is also responsible for all state Education Fund reporting and communicating changes in values to the state.

### Essential Job Functions:

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

- Administer City's taxation of real estate and business personal property valuations for property taxation and properties under payment for service agreements.
- Establish policies on appraisal methodology; and assessment administration procedures for ongoing appraisal equity, and assessment of new buildings improvements, **land valuation** and/or other market changes.
- Prepare recommendation on annual budget requirements for the assessing function and monitor expenditures within assigned budget.
- Manage department staff including budget expenditure approval, payment of vouchers, hiring, training, promotion, discipline, discharge, work rule establishment, and department morale.
- **Be aware of, and implement any new processes associated with tax assessment efficiencies. This would include new software and process efficiencies.**
- Supervise, assign work, perform performance evaluations, ~~recommend~~ discipline, and coach employees.
- Perform on-site physical inspections for real estate and business personal property inventory.
- Collect, verify, and analysis; income revenues and expense data for investment type properties.
- Maintain up-to-date database file on all applicable building and zoning permits.

- Compile official Grand List; maintain extensive records of ownership, value, and descriptions of property assessed.
- Recommend ways to increase value of the Grand List, as appropriate, to the Chief Administrative Officer.
- Create and maintain public transparency tools such as online dashboards. These would include property transfers and overall taxable property values.
- Construct and test sales ratio studies for Vermont Tax Department and City of Burlington.
- Produce reports from the CAMA system, and create market analysis reports from spreadsheets for the integrity of the Grand List Book
- Work closely with other departments within the city when property information is needed.
- Conduct narrative appraisal reports and CAMA property valuation appraisals of real residential property and real commercial property.
- Conduct narrative appraisal reports and CAMA property valuation appraisals of business personal property (machinery and equipment).
- Manage the market data collection, processing, and review of real estate and business property, and set values for assessment purposes and issue notices.
- Review all personal property filing forms for completeness, accuracy, and fairness.
- Manage personal property annual valuation tables, audits and field inspections.
- Produce annual value change notices on all property that changed in value.
- Hear and rule on property valuation grievances, appeals before the Board of Assessors, and claims for exemptions
- Report and testify before the Board of Tax Appeals, Board of Civil Authority and all other judicial hearings.
- Manage administration of the Board of Tax Abatement sub-committee.
- Act as an active, voting member of the Board of Tax Abatement
- Assist in the maintenance of the Assessor's website, property online database and property mapping.
- Administer the Computer Assisted Mass Appraisal (CAMA) computer system for City.
- Maintain operational status of the system and resolve user technical problems. This involves a working knowledge of the database and how values are created associated with property element relationships.
- Participate in professional associations to keep informed of current developments in the field.
- Act as Chair of Board of Assessor's, and report to Board of Abatement as required by City Charter.
- Head the preparation, implementation and management of a City-wide Reappraisal project and/or valuation updates. This could involve in-house valuations as well as hiring and managing valuation contractors for assistance.
- Closely monitor the City's Tax Incentive Finance District (TIF) values. The TIF district allows for tax benefits associated with ongoing improvement within a designed district.
- Certify the TIF districts to ensure accuracy associated with the agreed upon locations of properties included with the Original Tax Value.
- Perform all calculations associated with the increments and proceeds associated with all of the City's TIF districts.
- Report internally to the CAO on a regular basis regarding TIF progression and possible value increases associated with the districts to inform budgets.
- Report to the State of Vermont Economic Progress Council on all values associated with TIF and proceeds created.



- Lead all state communications and reporting with the Division of Property Valuation and Review (PVR) within the State of Vermont Department of Taxes.
- Perform related work as required.

#### **Non-Essential Job Functions:**

- Performs other duties as required.

#### **Qualifications/Basic Job Requirements:**

- Bachelor's degree required. A degree in real estate, economics, accounting, public administration, or related field preferred.
- A minimum of eight (8) years of full time of progressively responsible experience in the valuation of property for tax purposes in accordance with modern assessment principles, including five years of supervisory experience.
- Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Maintain an appraisal certification through the Vermont Secretary of State.
- ~~Ability to obtain and~~ maintain a professional Design Certificate designation from IAAO and/or a Vermont Licensed Appraisal Level IV Certificate ~~required.~~
- Must possess valid Vermont Driver's License.
- Must display advanced computer skills ~~for spreadsheets, databases and word processing and~~ proficiency's with Microsoft Office software including Excel and Power Bi
- Must be able to create meaningful dashboards for internal monitoring and public facing data.
- Must have a working knowledge of G.I.S. program.
- Must be proficient ~~in~~ with Computer Assisted Mass Appraisal software (CAMA) and relational databases.
- Must have ~~basic~~ an advanced understanding of ~~CAMA and basic~~ real estate valuation modeling techniques.
- Must have ~~applied~~ an advanced knowledge of knowledge of residential and commercial real estate appraisal valuation methodologies ~~required.~~
- Must have a working knowledge of business personal property appraisal methods such as depreciation schedules and inflation factors. ~~required.~~
- Must have a knowledge of budgetary procedures and fiscal accountability ~~required.~~
- Must have a knowledge of management principles and practices and the ability to accomplish work through others ~~required.~~
- Ability to communicate effectively both orally and in writing.
- Ability to interact professionally with the public, City Council, local politicians and other government entities as a representative of the City of Burlington
- Knowledge of long range planning, including the ability to project future department requirements, solicit funding and manage implementation.
- Ability to obtain a working knowledge of departmental operations and procedures, and pertinent state and local statutes relation to assessments and notice.
- Ability to plan and forecast seasonal department workload, including equipment and staffing requirements; develop objectives; and arrange resources to assure that legal taxation deadlines are met.
- Monitor employee efficiency and recommend efficiencies associated with workload
- Ability to establish and maintain effective employee and public relations; ability to hear and resolve grievances and other public complaints in a professional manner.

- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Regular attendance of all internal department head meetings and ad hoc meetings needed by the Mayor
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- ~~Proof of COVID 19 vaccination required, reasonable accommodations will be considered.~~

### Physical & Mental/Reasoning Requirements; Work Environment:

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

|   |                                                         |
|---|---------------------------------------------------------|
| X | seeing                                                  |
| X | color perception (red, green, amber)                    |
| X | hearing/listening                                       |
| X | clear speech                                            |
| X | touching                                                |
| X | dexterity x hand x finger                               |
|   | reading – basic                                         |
| X | reading – complex                                       |
|   | math skills – basic                                     |
| X | math skills – complex                                   |
|   | writing – basic                                         |
| X | writing – complex                                       |
| X | analysis/comprehension                                  |
| X | judgment/decision making                                |
| X | clerical                                                |
| X | inside                                                  |
| X | outside                                                 |
| X | works alone                                             |
| X | works with others                                       |
| X | face-to-face contact                                    |
| X | verbal contact w/others                                 |
|   | ability to move distances within warehouses and offices |
| X | lifting (specify pounds: 20 )                           |
| X | carrying (specify pounds: 20 )                          |
|   | climbing                                                |
| X | driving                                                 |
|   | ability to mount and dismount forklift                  |
|   | pushing/pulling                                         |
|   | shift work                                              |
|   | moving objects                                          |
|   | pressurized equipment                                   |
| X | extreme heat                                            |

|   |                      |
|---|----------------------|
| X | extreme cold         |
|   | high places          |
| X | noise                |
| X | fumes/odors          |
| X | dirt/dust            |
|   | hazardous materials  |
|   | electrical equipment |
|   | mechanical equipment |

**Supervision:**

Directly Supervises: 2

Indirectly Supervises: 6+

**Disclaimer:**

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

**Revision Dates:** May 2024



## Office of Mayor Emma Mulvaney-Stanak

To: Board of Finance  
City Council

From: Mayor Emma Mulvaney-Stanak

CC: Joe Turner, City Assessor  
Lynn Reagan, Interim Director of Human Resources  
Tony Berry, Human Resources Manager

Date: September 9, 2024

Subject: Reorganization of the Assessor's Office including the reclassification of the City Assessor

---

### Executive Summary

We propose the reorganization of the Assessor's Office including the reclassification of the City Assessor position as summarized below:

- Reclassification of the City Assessor, a Regular, a Full-Time, Exempt, Non-Union, Grade 22, role to City Assessor, a Regular, Full-time, Exempt, Non-Union Grade 28, role, in the Assessor's Office and authorize retroactive pay to April 15th, in an amount not to exceed \$8,600.

### Background for Reclassification

The Assessor's Office, in response to FY25 budget pressures, presented a proposal to the Mayor of eliminating the Deputy Assessor position and redistributing the responsibilities associated with that role to current staff with the majority of the responsibility given to the City Assessor. These additional responsibilities include, but are not limited to:

- Increased responsibility in communicating with the State Tax Department
- Assumed responsibility for the development of all commercial property values
- Directly involved with market analysis studies for grand list integrity
- Assumed responsibility for TIF increment calculations and reporting
- Full responsibility in developing value defenses for all property appeals

Raising the grades will bring these roles into alignment with similar roles in our region and is consistent with the market analysis conducted by Gallagher Flynn in December 2023.

### Financial Impact

This was planned for in the FY25 approved budget.

| <b>Position</b>            | <b>Current Grade</b> | <b>Proposed Grade</b> | <b>Current Starting Salary Range</b> | <b>Proposed Starting Salary Range</b> | <b>Budget Impact</b> |
|----------------------------|----------------------|-----------------------|--------------------------------------|---------------------------------------|----------------------|
| City Assessor              | 22                   | 28                    | \$89,009-\$106,257                   | \$112,018-\$133,834                   | \$23,009-\$27,577    |
| Deputy Assessor            | 21                   | NA                    | \$86,476-\$103,218                   | \$0                                   | (\$86,476-\$103,218) |
| <b>Total Budget Impact</b> |                      |                       |                                      |                                       | (\$63,467-\$75,641)  |

Part of this reorganization includes not filling the Deputy Assessor position for the foreseeable future and removing the position from the budget.

We also seek a retro payment from 4/15/24 to 09/06/24, which is approximately \$8,600. The 4/15/24 date represents the first day the office was without the Deputy Assessor and those duties were taken on by the Assessor. The FY25 Assessors budget has taken this into consideration.

## Motions

### Board of Finance Motion:

To recommend that City Council approve the:

- Reclassification of the City Assessor, a Regular, a Full-Time, Exempt, Non-Union, Grade 22, role to City Assessor, a Regular, Full-time, Exempt, Non-Union, Grade 28, role ,in the Assessor’s Office and authorize retroactive pay to April 15th, in an amount not to exceed \$8,600.

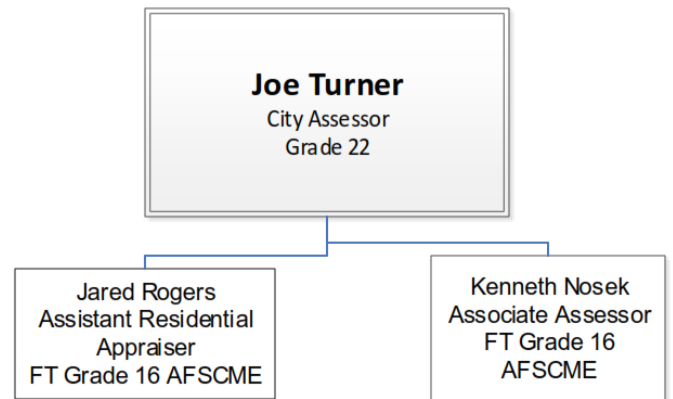
### City Council Motion:

To approve the:

- Reclassification of the City Assessor, a Regular, a Full-Time, Exempt, Non-Union, Grade 22, role to City Assessor, a Regular, Full-time, Exempt, Non-Union, Grade 28, role ,in the Assessor’s Office and authorize retroactive pay to April 15th, in an amount not to exceed \$8,600.

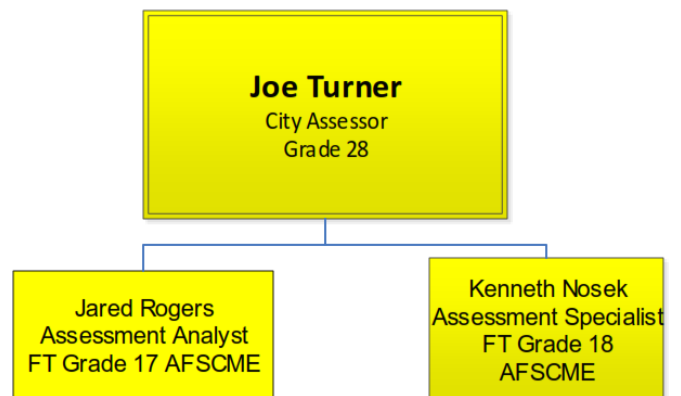
# Current Organizational Chart

**Assessor's Office  
City of Burlington  
Current September 2024**



# Proposed Organizational Chart

**Assessor's Office  
City of Burlington  
Proposed September 2024**



# City of Burlington

## Job Description



**Position Title:** City Assessor

**Department:** Assessor

**Reports to:** CAO-Mayor

**Pay Grade:** 22

**Job Code:** 121

**Exempt/Non-Exempt:** Exempt

**Union:** NU

**Remote Work Rating Tier:** 2

### General Purpose:

This position is responsible for oversight and management of the City's property tax assessment functions, valuation of all real estate and personal property, property valuation appeals, and oversight of general reappraisals. In addition, this position is responsible for researching, entering and producing the City's annual Grand List Book and Tax Book. The position is also responsible for all state Education Fund reporting and communicating changes in values to the state.

### Essential Job Functions:

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

- Administer City's taxation of real estate and business personal property valuations for property taxation and properties under payment for service agreements.
- Establish policies on appraisal methodology; and assessment administration procedures for ongoing appraisal equity, and assessment of new buildings improvements, **land valuation** and/or other market changes.
- Prepare recommendation on annual budget requirements for the assessing function and monitor expenditures within assigned budget.
- Manage department staff including budget expenditure approval, payment of vouchers, hiring, training, promotion, discipline, discharge, work rule establishment, and department morale.
- **Be aware of, and implement any new processes associated with tax assessment efficiencies. This would include new software and process efficiencies.**
- Supervise, assign work, perform performance evaluations, ~~recommend~~ discipline, and coach employees.
- Perform on-site physical inspections for real estate and business personal property inventory.
- Collect, verify, and analysis; income revenues and expense data for investment type properties.
- Maintain up-to-date database file on all applicable building and zoning permits.

- Compile official Grand List; maintain extensive records of ownership, value, and descriptions of property assessed.
- Recommend ways to increase value of the Grand List, as appropriate, to the Chief Administrative Officer.
- Create and maintain public transparency tools such as online dashboards. These would include property transfers and overall taxable property values.
- Construct and test sales ratio studies for Vermont Tax Department and City of Burlington.
- Produce reports from the CAMA system, and create market analysis reports from spreadsheets for the integrity of the Grand List Book
- Work closely with other departments within the city when property information is needed.
- Conduct narrative appraisal reports and CAMA property valuation appraisals of real residential property and real commercial property.
- Conduct narrative appraisal reports and CAMA property valuation appraisals of business personal property (machinery and equipment).
- Manage the market data collection, processing, and review of real estate and business property, and set values for assessment purposes and issue notices.
- Review all personal property filing forms for completeness, accuracy, and fairness.
- Manage personal property annual valuation tables, audits and field inspections.
- Produce annual value change notices on all property that changed in value.
- Hear and rule on property valuation grievances, appeals before the Board of Assessors, and claims for exemptions
- Report and testify before the Board of Tax Appeals, Board of Civil Authority and all other judicial hearings.
- Manage administration of the Board of Tax Abatement sub-committee.
- Act as an active, voting member of the Board of Tax Abatement
- Assist in the maintenance of the Assessor's website, property online database and property mapping.
- Administer the Computer Assisted Mass Appraisal (CAMA) computer system for City.
- Maintain operational status of the system and resolve user technical problems. This involves a working knowledge of the database and how values are created associated with property element relationships.
- Participate in professional associations to keep informed of current developments in the field.
- Act as Chair of Board of Assessor's, and report to Board of Abatement as required by City Charter.
- Head the preparation, implementation and management of a City-wide Reappraisal project and/or valuation updates. This could involve in-house valuations as well as hiring and managing valuation contractors for assistance.
- Closely monitor the City's Tax Incentive Finance District (TIF) values. The TIF district allows for tax benefits associated with ongoing improvement within a designed district.
- Certify the TIF districts to ensure accuracy associated with the agreed upon locations of properties included with the Original Tax Value.
- Perform all calculations associated with the increments and proceeds associated with all of the City's TIF districts.
- Report internally to the CAO on a regular basis regarding TIF progression and possible value increases associated with the districts to inform budgets.
- Report to the State of Vermont Economic Progress Council on all values associated with TIF and proceeds created.



- Lead all state communications and reporting with the Division of Property Valuation and Review (PVR) within the State of Vermont Department of Taxes.
- Perform related work as required.

#### **Non-Essential Job Functions:**

- Performs other duties as required.

#### **Qualifications/Basic Job Requirements:**

- Bachelor's degree required. A degree in real estate, economics, accounting, public administration, or related field preferred.
- A minimum of eight (8) years of full time of progressively responsible experience in the valuation of property for tax purposes in accordance with modern assessment principles, including five years of supervisory experience.
- Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Maintain an appraisal certification through the Vermont Secretary of State.
- ~~Ability to obtain and~~ maintain a professional Design Certificate designation from IAAO and/or a Vermont Licensed Appraisal Level IV Certificate ~~required.~~
- Must possess valid Vermont Driver's License.
- Must display advanced computer skills ~~for spreadsheets, databases and word processing and~~ proficiency's with Microsoft Office software including Excel and Power Bi
- Must be able to create meaningful dashboards for internal monitoring and public facing data.
- Must have a working knowledge of G.I.S. program.
- Must be proficient ~~in~~ with Computer Assisted Mass Appraisal software (CAMA) and relational databases.
- Must have ~~basie~~ an advanced understanding of ~~CAMA and basie~~ real estate valuation modeling techniques.
- Must have ~~applied~~ an advanced knowledge of ~~knowledge~~ of residential and commercial real estate appraisal valuation methodologies ~~required.~~
- Must have a working knowledge of business personal property appraisal methods such as depreciation schedules and inflation factors. ~~required.~~
- Must have a knowledge of budgetary procedures and fiscal accountability ~~required.~~
- Must have a knowledge of management principles and practices and the ability to accomplish work through others ~~required.~~
- Ability to communicate effectively both orally and in writing.
- Ability to interact professionally with the public, City Council, local politicians and other government entities as a representative of the City of Burlington
- Knowledge of long range planning, including the ability to project future department requirements, solicit funding and manage implementation.
- Ability to obtain a working knowledge of departmental operations and procedures, and pertinent state and local statutes relation to assessments and notice.
- Ability to plan and forecast seasonal department workload, including equipment and staffing requirements; develop objectives; and arrange resources to assure that legal taxation deadlines are met.
- Monitor employee efficiency and recommend efficiencies associated with workload
- Ability to establish and maintain effective employee and public relations; ability to hear and resolve grievances and other public complaints in a professional manner.

- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Regular attendance of all internal department head meetings and ad hoc meetings needed by the Mayor
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- ~~Proof of COVID-19 vaccination required, reasonable accommodations will be considered.~~

### Physical & Mental/Reasoning Requirements; Work Environment:

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

|   |                                                         |
|---|---------------------------------------------------------|
| X | seeing                                                  |
| X | color perception (red, green, amber)                    |
| X | hearing/listening                                       |
| X | clear speech                                            |
| X | touching                                                |
| X | dexterity x hand x finger                               |
|   | reading – basic                                         |
| X | reading – complex                                       |
|   | math skills – basic                                     |
| X | math skills – complex                                   |
|   | writing – basic                                         |
| X | writing – complex                                       |
| X | analysis/comprehension                                  |
| X | judgment/decision making                                |
| X | clerical                                                |
| X | inside                                                  |
| X | outside                                                 |
| X | works alone                                             |
| X | works with others                                       |
| X | face-to-face contact                                    |
| X | verbal contact w/others                                 |
|   | ability to move distances within warehouses and offices |
| X | lifting (specify pounds: 20 )                           |
| X | carrying (specify pounds: 20 )                          |
|   | climbing                                                |
| X | driving                                                 |
|   | ability to mount and dismount forklift                  |
|   | pushing/pulling                                         |
|   | shift work                                              |
|   | moving objects                                          |
|   | pressurized equipment                                   |
| X | extreme heat                                            |

|   |                      |
|---|----------------------|
| X | extreme cold         |
|   | high places          |
| X | noise                |
| X | fumes/odors          |
| X | dirt/dust            |
|   | hazardous materials  |
|   | electrical equipment |
|   | mechanical equipment |

**Supervision:**

Directly Supervises: 2

Indirectly Supervises: 6+

**Disclaimer:**

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

**Revision Dates:** May 2024

**Board of Finance and City Council Submission Checklist**

Mayor Emma Mulvaney-Stanak  
Lynn Reagan, Interim HR Director

Department: Assessor Submitter: Tony Berry, HR Manager  
Reorganization of the Assessor's Office including the reclassification of the City  
Title/Subject: Assessor

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input type="checkbox"/>            | Board of Finance | Click or tap to enter a date. |
| <input type="checkbox"/>            | City Council     | Click or tap to enter a date. |
| <input checked="" type="checkbox"/> | Concurrent       | 9/9/2024                      |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 9/3/2024                      | Joe Turner                       |
| Mayor's Office informed and approved memo                                                             | Yes      | 9/6/2024                      | Erin Jacobsen                    |
| Board/Commission, if required                                                                         | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 9/4/2024                      | Hayley McClenahan                |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 9/4/2024                      | Katherine Schad                  |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | Yes      | 9/3/2024                      | Lynn Reagan & Tony Berry         |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | N/A       | Click or tap here to enter text. |
| Additional Materials, if necessary                     | Yes       | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | Yes       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | N/A       | Click or tap here to enter text. |

Dear President Traverse,

In light of recent gun violence in our city, we are writing to restate the Burlington Board of Health's strong commitment to work with City Council to address the public health crisis of gun violence and make our city safer. As described in our 2022 Resolution on the Prevention of Gun Violence and our related collaboration with City Council, we believe that we can do much more to strengthen our City's existing gun violence prevention techniques using evidence-based public health strategies. We want to work with City Council, our Mayor, City leadership and leadership in the Vermont State government to do all we can to keep our citizens safe. Please call on us to collaborate with you as we work together to improve the lives and the public health of all the citizens of Burlington.

Thank you.

Sincerely,

Burlington Board of Health  
Celia Bird, Chair  
Jennifer Tomczak  
Jane Seymour  
Judy Rivers  
Bianka Cimrin

# CITY OF BURLINGTON

ORDINANCE \_\_\_\_\_

Sponsor: Councilor Mark Barlow  
Public Hearing Dates: \_\_\_\_\_

In the Year Two Thousand Twenty-Four

## An Ordinance in Relation to

An Amendment to Chapter 22, Section 1, Parks Enumerated:  
REMOVAL OF RIVERSIDE AVENUE\_NUMBER 10

First reading: \_\_\_\_\_  
Referred to: \_\_\_\_\_  
Rules suspended and placed in all  
stages of passage: \_\_\_\_\_  
Second reading: \_\_\_\_\_  
Action: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signed by Mayor: \_\_\_\_\_  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_

**It is hereby Ordained** by the City Council of the City of Burlington as follows:

That Chapter 22, Parks, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 1, City Parks Enumerated, thereof to read as follows:

The following shall constitute the parks of the city to be used and enjoyed as such by the public under the rules and regulations of the park commissioners:

(1)-(9) *As written.*

(10) ~~The land lying and being westerly of Riverside Avenue conveyed to the city by the American Woolen Company by its deed recorded in Volume 93, page 452 of the land records of the city.~~ Reserved.

(11)-(38) *As written.*

\* Material stricken out deleted.

\*\* Material underlined added.

cw/hm/Ordinances 2024/ An Amendment to Chapter 22, Section 1, Parks Enumerated: REMOVAL OF RIVERSIDE AVENUE\_NUMBER 10  
September 9, 2024



To: Burlington City Council

From: Cindi Wight, Director of Parks, Recreation & Waterfront

Date: September 9, 2024

Re: Proposed Ordinance change – Removal of #10 in Parks Enumerated

---

**Executive Summary:**

Parks, Recreation & Waterfront request:

- Update the City ordinance to remove #10 in Parks Enumerated in Chapter 22-1

**Background:**

All of the official City Parks are listed in Chapter 22, section 1. By listing in that section, the City can use Penny for Parks funds and Park Impact fees for improvements. One can generally follow the addition of the Park chronologically in the order in which it is listed. Over my time with the City, I have made sure I knew the location of each one, but #10 in Parks Enumerated provided some challenges in determining the location. With assistance from multiple City staff, whom I will recognize later in the memo, we reached a conclusion on the parcel.

Lisa Jones, from the Attorney's office provided the expertise to tie all of our research together. Lisa notes: *"The 2 properties in question are identified in the Assessor's records as 1 Riverside Ave and 85 Riverside Ave. This property was originally conveyed to the City in 1928 by the American Woolen Co. The City then conveyed the property back to American Woolen in 1943, but reserved some strips of land for bridge and highway maintenance. From there, American Woolen conveyed the property to Green Mountain Power in 1944; the conveyance was subject to the City's reserved rights for bridge and highway maintenance.*

*In 1988, Green Mountain Power conveyed part of the property to the Winooski Valley Park District and part of it to the City. Winooski Valley Park District owns the property referred to as 85 Riverside Ave. What is now known as 1 Riverside is owned by the City; this includes the property known as Rock Island. 1 Riverside Ave had been leased to Winooski One Partnership for the dam, but was conveyed back to the City in 2014. I believe control of the property has been in the hands of BED since 2014. I assume when the land was conveyed to American Woolen in 1943, no one remembered the property was listed as a park in the ordinance, so the ordinance was never amended to take it out."*

As of 1944, the City no longer owned the parcel with exceptions for the strips of land for bridge and highway maintenance, so I propose removing it from Chapter 22, section 1, Parks Enumerated.



Additional City staff assisting in the research include Jon Adams-Kollitz (BPRW), Laura Wheelock (DPW), and Melissa Hutson (FFL).

PACC voted in support of the ordinance removal at their 3/27/24 meeting.

Suggested ordinance removal:

#### 22-1 City Parks enumerated

~~(10) The land lying and being westerly of Riverside Avenue conveyed to the city by the American Woolen Company by its deed recorded in Volume 93, page 452 of the land records of the city.~~

The word “Reserved” would be added to not require the renumbering of all the other enumerated parks.

#### Motion

First reading, waive the reading, suspend the rules, and place the amendment to Chapter 22 of Burlington City Ordinances as detailed in the attached ordinance form in all stages of passage.



### Board of Finance and City Council Submission Checklist

Department: BPRW Submitter: Cindi Wight

Title/Subject: Parks Enumerated - #10

|                                     |                  |               |
|-------------------------------------|------------------|---------------|
|                                     | Approval:        | Meeting Date: |
| <input type="checkbox"/>            | Board of Finance |               |
| <input checked="" type="checkbox"/> | City Council     | 9/9/24        |
| <input type="checkbox"/>            | Concurrent       |               |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

#### Signoffs Received

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 8/19/24                       | Cindi Wight                      |
| Mayor's Office informed and approved memo                                                             | Yes      | 8/26/24                       | Joe Magee                        |
| Board/Commission, if required                                                                         | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | N/A      | Click or tap to enter a date. |                                  |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 8/27/24                       | Hayley McClenahan                |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 8/26/24                       | Katherine Schad                  |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

#### Materials Included

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | N/A       | Click or tap here to enter text. |
| Additional Materials, if necessary                     | N/A       | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | Yes       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | Yes       | Councilor Barlow                 |

# CITY OF BURLINGTON

ORDINANCE 5.27

Sponsor: Councilor Mark Barlow

Public Hearing Dates: \_\_\_\_\_

**In the Year Two Thousand Twenty-Four**

First reading: 09/09/24

Referred to: \_\_\_\_\_

**An Ordinance in Relation to**

Rules suspended and placed in all  
stages of passage: 09/09/24

An Amendment to Chapter 22, Section 1, Parks Enumerated:  
REMOVAL OF RIVERSIDE AVENUE\_ NUMBER 10

Second reading: \_\_\_\_\_

Action: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by Mayor: 09/10/24

Published: 09/18/24

Effective: 10/09/24

**It is hereby Ordained** by the City Council of the City of Burlington as follows:

1 That Chapter 22, Parks, of the Code of Ordinances of the City of Burlington be and hereby is amended by  
2 amending Sec. 1, City Parks Enumerated, thereof to read as follows:

3  
4 The following shall constitute the parks of the city to be used and enjoyed as such by the public under the  
5 rules and regulations of the park commissioners:

6 (1)-(9) *As written.*

7 (10) ~~The land lying and being westerly of Riverside Avenue conveyed to the city by the American Woolen~~  
8 ~~Company by its deed recorded in Volume 93, page 452 of the land records of the city.~~ Reserved.

9 (11)-(38) *As written.*

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16  
17  
18  
19  
20 \* Material stricken out deleted.

21 \*\* Material underlined added.

22  
23 cw/hm/Ordinances 2024/ An Amendment to Chapter 22, Section 1, Parks Enumerated: REMOVAL OF RIVERSIDE AVENUE\_ NUMBER 10  
24 September 9, 2024

ORIGINAL

# AN ORDINANCE IN RELATION TO

An Amendment re Chapter 22, Section 1, Parks

Enumerated: REMOVAL OF RIVERSIDE AVENUE NUMBER 10

Introduced by

Councilor Barlow

Read in City Council first time

September 9, 2024

Attest,

Clerk.

Rules suspended, and ordinance placed in all stages of passage.

September 9, 2024

Attest,

Clerk.

Read in City Council second time

September 9, 2024

Attest,

Clerk.

Passed in City Council at meeting held

September 10, 2024

Attest,

Clerk.

Approved

Sept 10, 2024

Mayor.

I, CAO Katherine Schad, City Clerk of the City of Burlington and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has been duly published according to Law and the Charter of the City, and in compliance with said Charter this certificate is hereto attached.

And the within Ordinance was ordered published for Wednesday, September 18th, 2024.

namely the 18th day of September, 2024.

Adopted 09/09/24 Published 09/18/24 Effective 10/09/24

CAO Schad, City Clerk

Attest:

Distribution

I hereby certify that this Ordinance has been sent to the following department(s) on

\* \* \* \* \*

\* \* \* \* \*

# CITY OF BURLINGTON

ORDINANCE \_\_\_\_\_

Sponsor: Office of City Planning,  
Planning Commission

Public Hearing Dates: \_\_\_\_\_

First reading: \_\_\_\_\_

Referred to: \_\_\_\_\_

Rules suspended and placed in all  
stages of passage: \_\_\_\_\_

Second reading: \_\_\_\_\_

Action: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by Mayor: \_\_\_\_\_

Published: \_\_\_\_\_

Effective: \_\_\_\_\_

**In the Year Two Thousand Twenty-Four**

## **An Ordinance in Relation to**

COMPREHENSIVE DEVELOPMENT ORDINANCE  
ZA-24-04, Neighborhood Code 2A

**It is hereby Ordained** by the City Council of the City of Burlington as follows:

That Appendix A-Burlington Comprehensive Development Ordinance of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Article 3: Applications, Permits, and Project Reviews, Part 3, Impact Fees, Sec. 3.3.3(a), Exceptions and Waivers; Part 4 Design Review, Sec. 3.4.2(b) Applicability; moves Map 4.5.1-1 Design Review Overlay District to Sec. 3.4.2(b) as amended and renumbered Map 3.4.2; amends Sec. 4.3.1(e) Residential Districts established; modifies Map 4.3.1-1 Base Zoning Districts; amends the Residential Corridor District purpose statement in Sec. 4.4.5 (a) 5; modifies Map 4.4.5-1 Residential Zoning Districts; updates Table 4.4.5-2; amends Sec. 4.4.5 (d) 1. B. Residential Development Bonuses by re-naming and modifying both Sec. 4.4.5 (d) 1. B. (i) and Table 4.4.5-4; amends Sec. 4.4.5 (d) 1. B. (ii) and deletes Table 4.4.5-5; amends Sec. 4.4.5 (d) 1. B. (ii) and re-numbers Table 4.4.5-6; creates Sec. 4.4.5-2 (d) 2. D. Exceptions to Maximum Building Footprint Limit; creates Sec. 4.4.5 (d) 4. D. Additional Unit; deletes Sec. 4.5.1 Design Review Overlay District and reserves section; deletes Sec. 5.2.3 (b) 10.; amends Sec. 5.2.5 (b) 7.; deletes Sec. 5.4.5 Accessory Dwelling Units; amends Table 7.2.1-B Sign Types Permitted by Form/Zoning District in 7.2.1 Sign Types; and amends Article 13 – Definitions thereof to read as follows:

### **Article 3: Applications, Permits, and Project Reviews**

#### **PART 3: IMPACT FEES**

##### **Sec. 3.3.3 Exemptions and Waivers**

###### **(a) Exemptions:**

The following types of development are exempt from this Part:

1. additions to existing dwelling units, provided such additions are for residential purposes;
2. alterations to an existing use provided that such alteration occurs entirely within an existing building and within the same square footage;

3. land development which does not result in new building square footage (e.g. parking lots, facade renovations, signs, etc.);
4. additions to existing buildings for which the sole purpose is to provide additional means of egress (e.g. stair towers, elevators, etc).
5. the creation of an Additional Unit on lot or within Owner Occupied Single Detached Dwelling as described in Sec. 4.4.5 (d) 4. D.

#### **PART 4: SITE PLAN AND DESIGN REVIEW**

##### **Sec. 3.4.1 Purpose**

These site plan review regulations are enacted to provide for the consideration of site features and their location and arrangement so as to protect important natural and cultural features, ensure the adequacy of parking and circulation, provide for necessary landscaping and screening, and protect and maintain the character and development pattern of the surrounding area.

Additionally, design review regulations are intended to provide for the detailed review of certain uses, structures, and architectural features in those areas of the city which contain structures of historical, architectural, or cultural merit, and where the community has a particular interest in the design of future development in order to address specific land development objectives.

##### **Sec. 3.4.2 Applicability**

###### **(a) Site Plan Review:**

Site Plan Review shall be required for the approval of all development subject to the provisions of this ordinance with the exception of single-family dwellings not otherwise subject to the requirements of Design Review.

###### **(b) Design Review:**

No structure may be erected, reconstructed, substantially altered, restored, moved, or demolished or any site improvement or modification made without approval subject to the provisions of this part and the review criteria described in Art 6 Design Review shall be required for the approval of all development subject to the provisions of this ordinance within the Design Review Overlay District as defined in Article 4 Sec. 4.5.1, and any of the following: the following geographic areas or for all development subject to the following provisions:

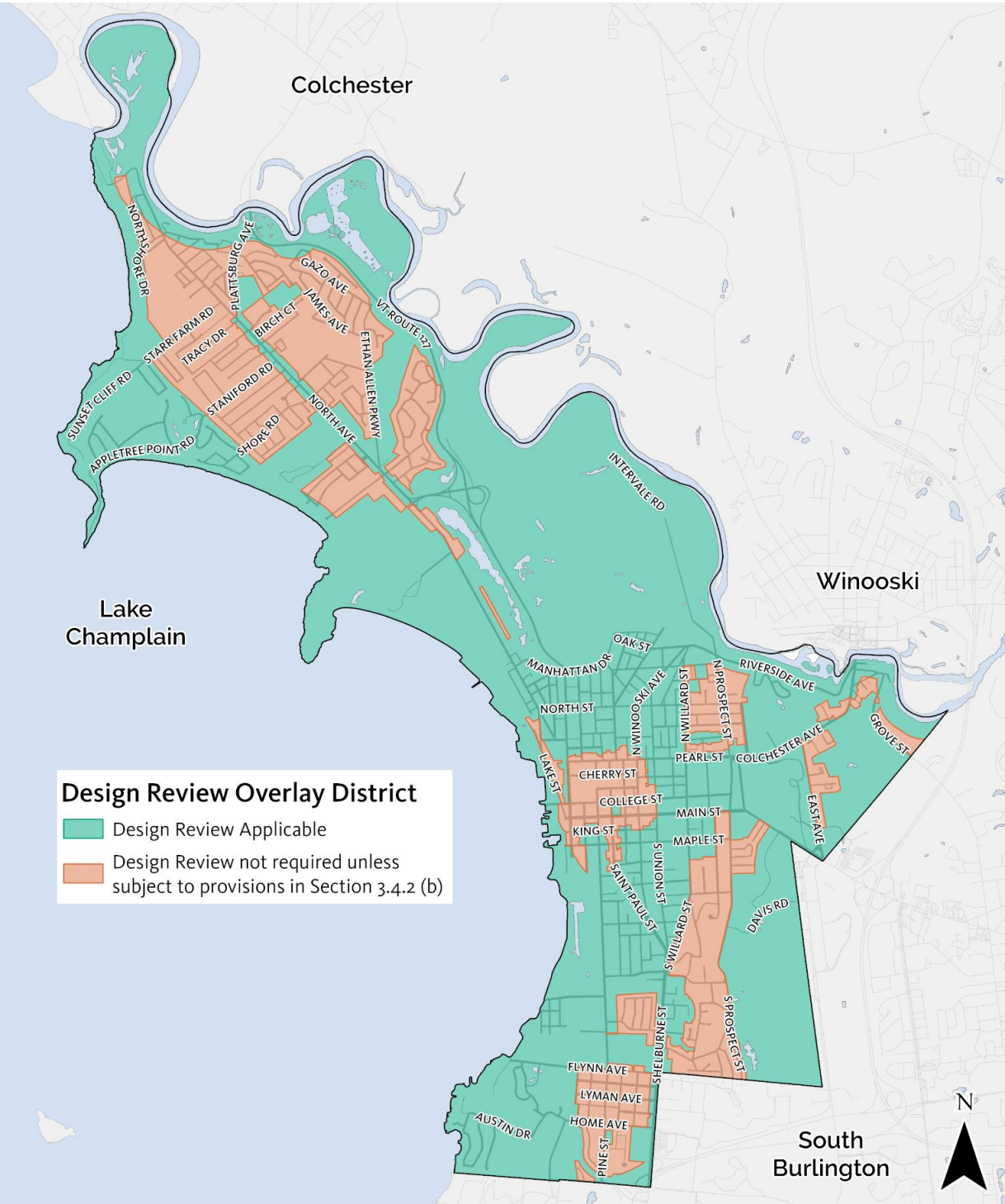
1. For any projects located within the geographic areas as delineated as applicable on Map 3.4.2-1 Design Review Applicable.
- 1-2. For any projects within geographic areas delineated as not applicable on Map 3.4.2-1 but that are subject to the following provisions:
  - a. Any development subject to the provisions of Article 3, Part 5 – Conditional Use and Major Impact Review;
  - b. Any development subject to the provisions of Article 5, Part 3 – Non-Conformities;
  - c. Any development subject to the provisions of Article 5, Part 4 – Special Use Regulations;
  - d. Any development subject to the provisions of Sec. 7.1.6 Non-Conforming Signs and Article 7, Part 3 Sign Plans;
  - e. Any development subject to the provisions of Article 10 – Subdivision;
  - f. Any development subject to the provisions of Article 11 – Planned Development; and,
  - g. A project within an RL District where a building contains 3 or more units or proposes more than one building on a lot subject to Sec. 4.4.5.
  - h. Any development made subject to the provisions of this Part by direct reference not otherwise noted here.

Design Review shall not be required for:

1. Single detached dwellings and duplex dwellings within an RL district not otherwise subject to any of the above provisions.

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~~1.2.~~ All applications subject to the planBTV: Downtown Code under Art. 14, which ~~shall be exempt from review under this section, and the development review principles and standards contained in Article 6—Development Review Standards, and~~ instead shall be subject to the requirements of Article 14.



Burlington Comprehensive Development Ordinance  
Districts effective Jan. 30, 2008 with amendments effective 06-02-2021 (ZA-21-03)

## Article 4: Zoning Maps and Districts

## PART 3: ZONING DISTRICTS ESTABLISHED

**Sec. 4.3.1 Base Districts Established:**

The following zoning districts are hereby established as illustrated in Map 4.3.1-1 and further described in Part 4 below:

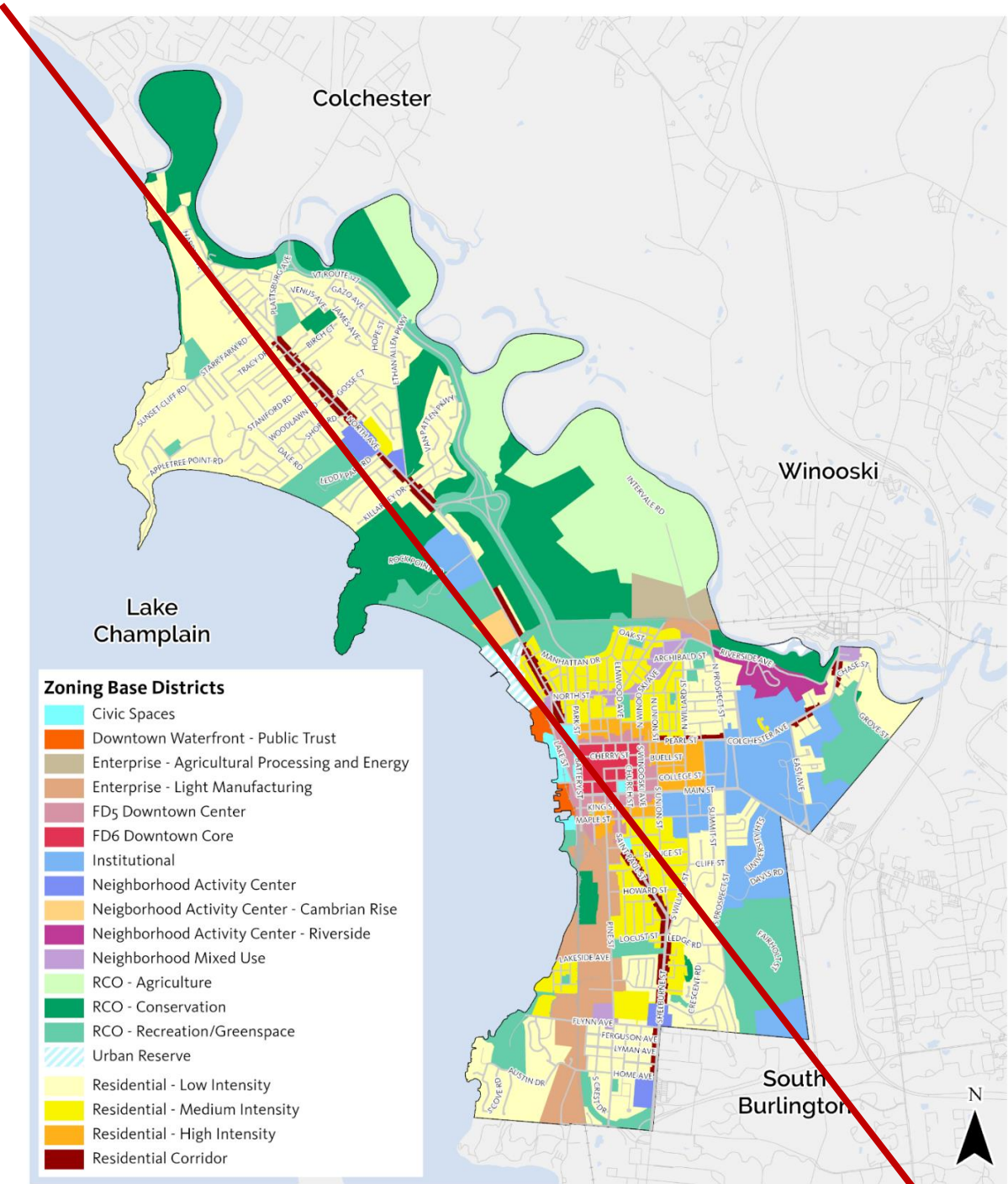
(a) through (d) – *As Written*.

(e) A series of four (4) **Residential** districts: (*see Sec. 4.4.5*)

- Residential Corridor (RC), where mapped, this district applies to properties with street frontage on North Avenue, Colchester Avenue, St. Paul Street, Pearl Street, and Shelburne Street to a maximum depth of 200 ft;
- Residential High Intensity (RH);
- Residential Medium Intensity (RM); and
- Residential Low Intensity (RL);

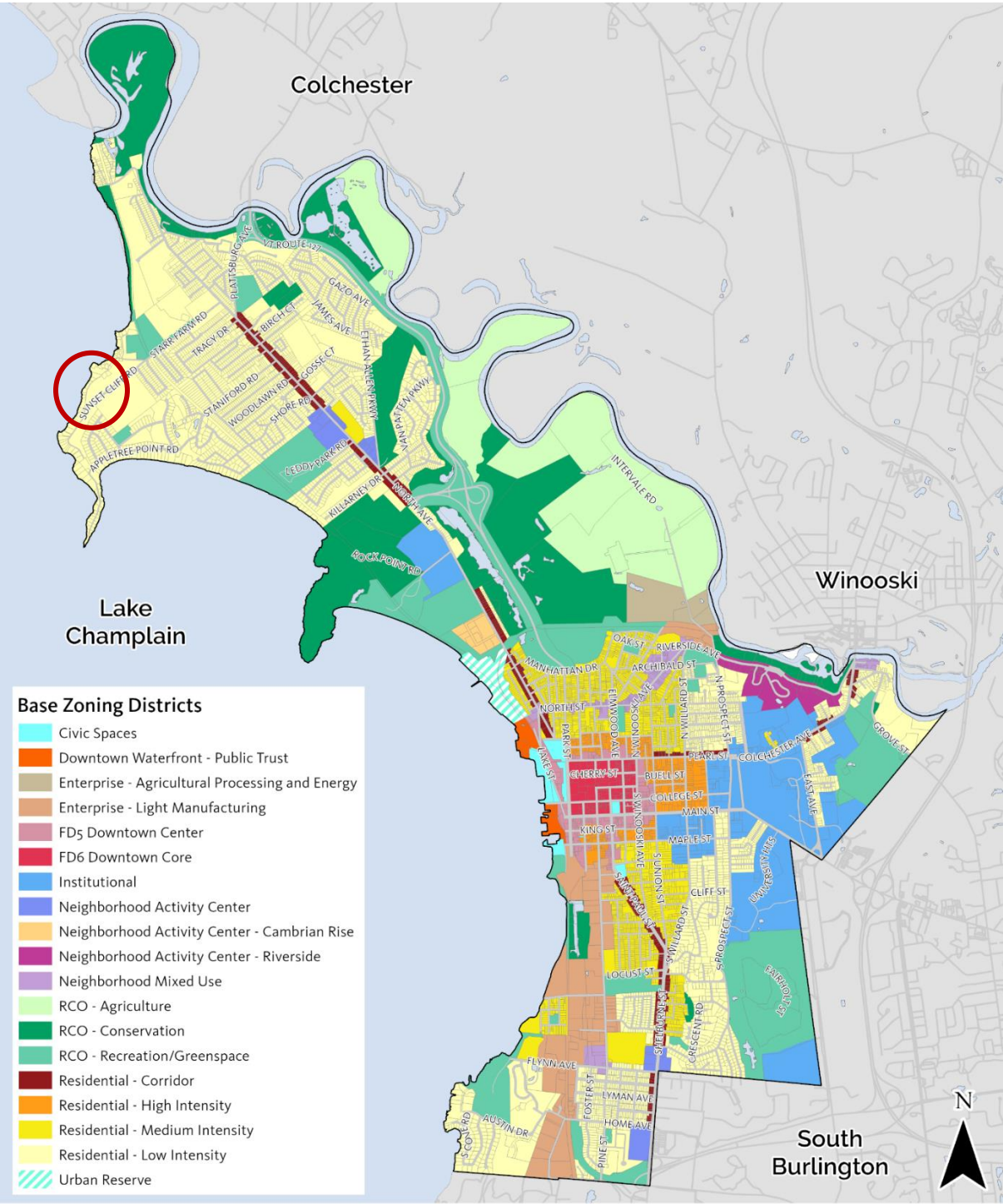
(f) through (g) – *As Written*.





**Map 4.3.1-1 Base Zoning Districts**  
*Burlington Comprehensive Development Ordinance  
Districts effective Jan. 30, 2008*

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139



**Map 4.3.1-1 Base Zoning Districts**

*Burlington Comprehensive Development Ordinance  
Districts effective Jan. 30, 2008 with amendments effective 06-05-24 (ZA-24-02)*

## Map 4.3.1-1 Base Zoning Districts

## PART 4: BASE ZONING DISTRICT REGULATIONS

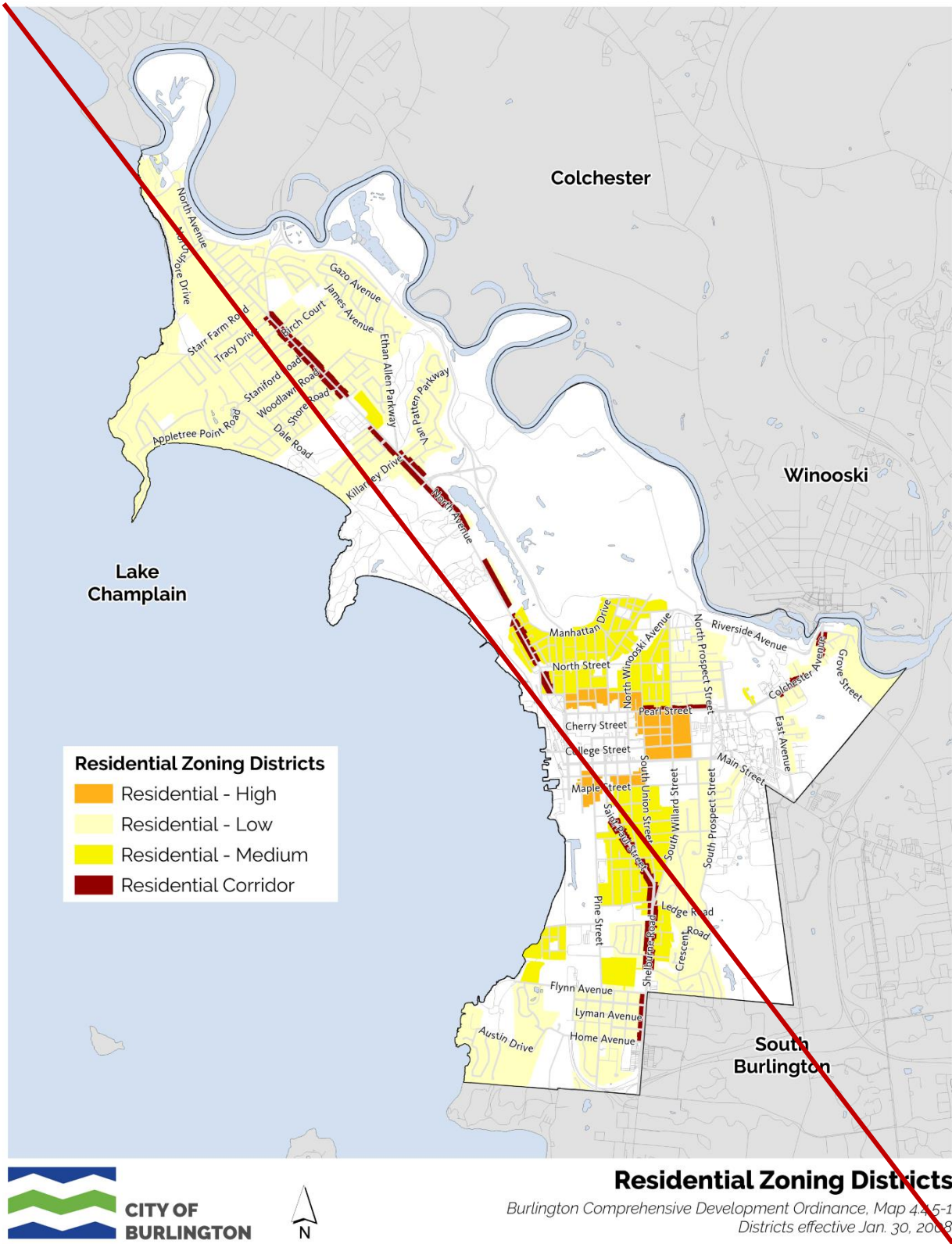
## Sec. 4.4.5 Residential Districts

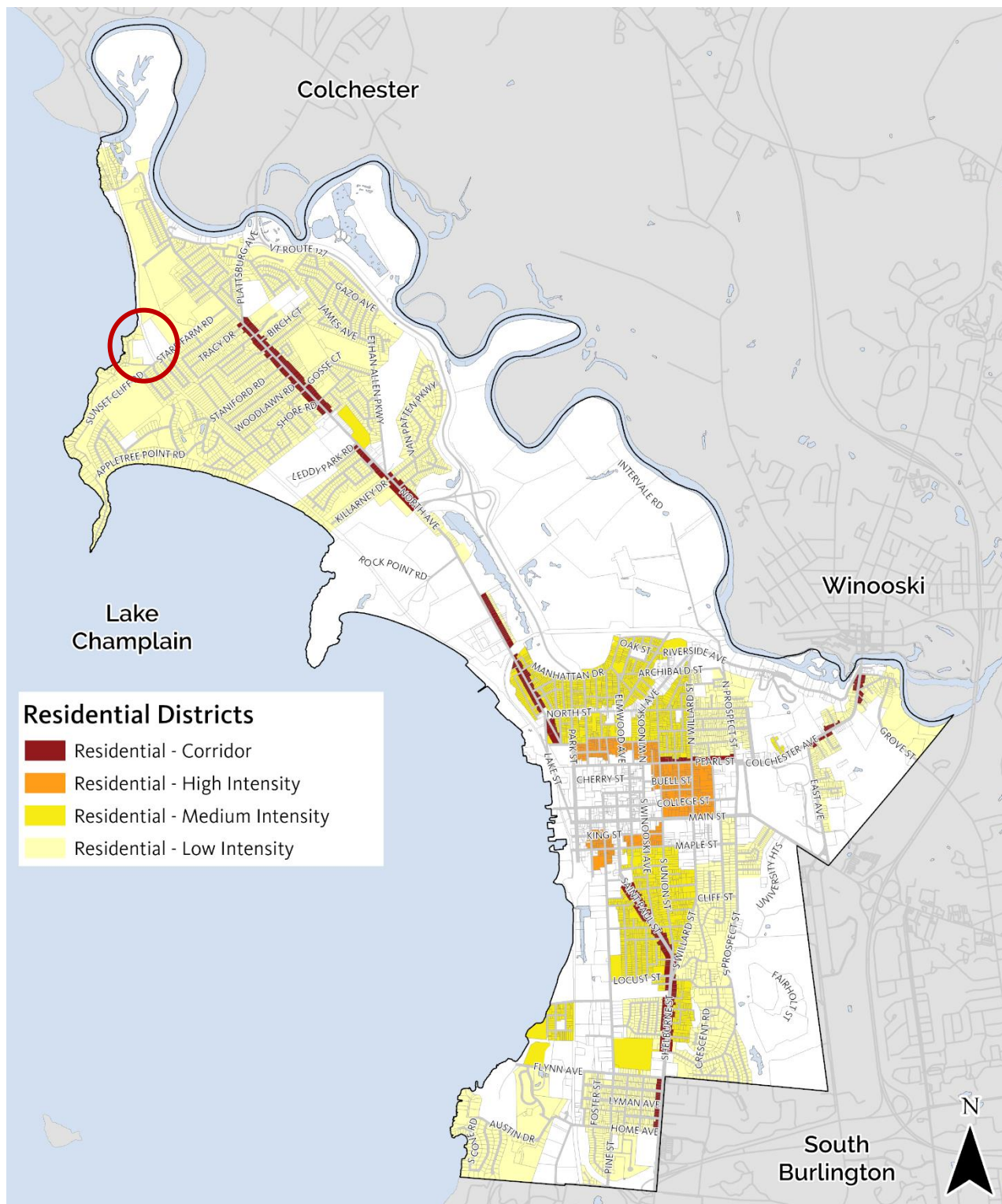
(a) Purpose:  
As Written

The Residential districts as illustrated in Map 4.4.5-1 are further described as follows:

1. The **Residential Lower Intensity (Residential Low, RL)** – *As Written*
2. The **Residential Medium Intensity (Residential Medium, RM)** – *As Written*
3. The **Residential High Intensity (Residential High, RH)** – *As Written*
4. The **Residential Corridor (RC)** district is intended for residential development that includes a mix of housing types such as duplex, triplex, quadplex, townhouse, and mid-sized, multi-unit and mixed-use buildings along major multi-modal transportation corridors that are adjacent to low intensity districts. Single-family detached dwellings are limited to buildings originally built for such purpose. New and infill development may be located closer to the street than historic development patterns, with building heights ~~ranging from two to three and a half up to four~~ stories and high lot coverage. Multiple Principal Uses are allowed, and neighborhood-serving commercial uses may be incorporated in existing or new buildings.







**Map 4.4.5-1 Residential Zoning Districts**

*Burlington Comprehensive Development Ordinance*

*Districts effective Jan. 30, 2008 with amendments effective 06-05-24 (ZA-24-02)*

**(b) Dimensional Standards***As written.***Table 4.4.5-1 Lot size, Frontage, Setback, and Lot Coverage Standards in Residential Districts***As written.***Table 4.4.5-2 Principal & Secondary Structures Massing and Placement Standards in Residential Districts**

| Table 4.4.5-2 Principal & Secondary Structures Massing and Placement Standards in Residential Districts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                     |                                                 |                                                 |                                                 |                                                                                                                  |                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------------------|-------------------------------------------------|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| District                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Max Height & Stories <sup>1,3</sup> | Max Dwelling Units per Structure <sup>2,3</sup> | Max. Principal Structure Footprint <sup>3</sup> | Max. Secondary Structure Footprint <sup>3</sup> | Max Building face before providing offset <sup>5</sup><br><u>Max. Linear Elevation before offset<sup>4</sup></u> | Min. Distance between Structures on same lot |
| Residential Low (RL)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 35'<br>3 stories                    | 4                                               | 1,800 sq.ft                                     | 1,100 sq.ft.                                    | 50'                                                                                                              | 15'                                          |
| Residential Medium (RM)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 35'<br>3 stories                    | 4                                               | 1,800 sq.ft.                                    | <del>900 sq.ft.</del> 1,100 sq.ft.              |                                                                                                                  |                                              |
| Residential High (RH)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 50'<br>4 stories                    | N/A                                             | N/A                                             | N/A                                             |                                                                                                                  |                                              |
| Residential Corridor (RC)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     |                                                 | 3,600 sq.ft.                                    | N/A                                             |                                                                                                                  |                                              |
| <div>1. Details regarding the measurement of and exceptions to height limits are found in Art 5.</div> <div>2. Minimum dwelling unit size is 350 sq. ft.</div> <div>3. Within RL and RM zones, lots may have up to one (1) Principal and one (1) Secondary structure per lot, except as may otherwise be allowed by <u>Table 4.4.5-3 or Article 11. Where an existing Principal Structure contains only an owner-occupied Single detached dwelling, and proposes to add one additional unit within the Principal Structure or in a Secondary Structure, see additional provisions in Sec. 4.4.5 (d) 4. D.</u></div> <div>4. Required on all building <del>faces</del><u>Elevations</u>. Minimum offset is 5 ft measured perpendicular to the building <del>face</del> <u>Elevation</u> in excess of 50 <del>ft-linear feet</del>.</div> |                                     |                                                 |                                                 |                                                 |                                                                                                                  |                                              |

**(c) Permitted and Conditional Uses:***As Written***(d) District Specific Regulations:**

The following regulations are district-specific exceptions, bonuses, and standards unique to the residential districts. They are in addition to, or may modify, city-wide standards as provided in Article 5 of this ordinance and district standards as provided above.

**1. Additional Residential Development Permitted**

In addition to any applicable development permitted according to Article 11- Planned Unit Development, the following additional development types and intensities shall be allowed within the Residential Districts, subject to the following standards.

**A. Reserved****Table 4.4.5-3 Reserved**

**B. Residential Development Bonuses**

The following exceptions to maximum allowable residential standards in Tables 4.4.5-1 and 4.4.5-2 may be approved in any combination subject to the maximum limits set forth in Table 4.4.5-6 at the discretion of the DRB. Any bonuses that are given pursuant to this ordinance now or in the future shall be regarded as an exception to the limits otherwise applicable.

**(i) ~~Senior-Housing for Older Persons and Individuals with Disabilities Bonus~~**

Residential development in excess of the limits set forth in Tables 4.4.5-1 and 4.4.5-2 may be permitted by the DRB for ~~projects including exclusively-senior-housing~~ housing for Older Persons (as defined by the federal Fair Housing Act), housing for Individuals with Disabilities (as defined by the federal Americans with Disabilities Act), or a mixture exclusively thereof -provided the following conditions are met:

- a) No less than twenty-five (25) per cent of the total number of units shall be reserved for low-moderate income households as defined by state or federal guidelines, including no less than ten (10) percent reserved for low-income households. (Projects taking advantage of this bonus are exempt from the Inclusionary Zoning requirements of Article 9, Part 1.);
- b) The proposal shall be subject to the design review provisions of Art. 6;
- ~~c) A maximum of an additional 10 feet of building height may be permitted in the RH District; and,~~
- ~~d)c) Lot coverage, height, and development intensity shall not exceed the following. The maximum dwelling units per building in Table 4.4.5-2 may be waived subject to the DRB approval under Article 11. -and residential densities shall not exceed the following:~~

**Table 4.4.5-4: ~~Senior-Housing for Older Persons and Individuals with Disabilities Bonus~~**

| District | Maximum <u>Lot Coverage</u> | Maximum <u>Development Intensity Density</u> | <u>Maximum Height</u> |
|----------|-----------------------------|----------------------------------------------|-----------------------|
| RL       | <del>44</del> 55%           | <del>20 du/ae</del> 1.5 FAR                  | 4 stories, 50 ft      |
| RM       | <del>48</del> 65%           | <del>40 du/ae</del> 1.75 FAR                 |                       |
| RH       | <del>92</del> 90%           | <del>80 du/ae</del> 2.0 FAR                  |                       |

**(ii) Residential Conversion Bonus**

Development in excess of the limits set forth in Tables 4.4.5-1 and 4.4.5-2 may be permitted by the DRB subject to conditional use review for the conversion of an existing non-conforming nonresidential principal use to a conforming residential use subject to all of the following conditions:

- ~~a) Any applicable lot coverage, height, FAR, and units per building limits may be modified by the DRB up to a limit of 100% of the pre-application coverage, height and GFA condition.~~
- ~~a) Lot coverage and residential densities shall not exceed the following:~~

**~~Table 4.4.5-5: Residential Conversion Bonus~~**

| District      | Maximum Coverage                         | Maximum Density                                |
|---------------|------------------------------------------|------------------------------------------------|
| <del>RL</del> | 50%<br>(62% with inclusionary allowance) | 8 du/ae<br>(8.75 with inclusionary allowance)  |
| <del>RM</del> | 60%<br>(72% with inclusionary allowance) | 30 du/ae<br>(37.5 with inclusionary allowance) |
| <del>RH</del> | 80%<br>(92% with inclusionary allowance) | 60 du/ae<br>(69 with inclusionary allowance)   |



(iii) **Limitations on Residential Development Bonuses:**

For projects where the conditions of more than one applicable bonus listed above and under Sec.5.4.8 (e) are met, and where any applicable development allowances per Article 9 are utilized, the applicant may use the most permissive exemption to the underlying lot coverage or residential intensities applicable.

In no case shall any development bonuses and allowances granted, either individually or in combination, enable a building to exceed the maximum densitydevelopment intensity, lot coverage, and building height permitted in any district as defined below:

**Table 4.4.5-56: Maximum Intensity, Lot Coverage and Building Heights with Bonuses**

| District | Maximum<br><del>Density</del> FAR* | Maximum<br>Height     | Maximum<br>Lot Coverage* |
|----------|------------------------------------|-----------------------|--------------------------|
| RH       | <del>80 du/æ2.0</del> FAR          | <del>4562</del> -feet | <del>9290</del> %        |
| RM       | <del>40 du/æ1.75</del><br>FAR      | <del>3550</del> -feet | <del>7265</del> %        |
| RL       | <del>20 du/æ1.5</del> FAR          | <del>3550</del> -feet | <del>6255</del> %        |

\*- or 125% of the pre-application gross floor area or coverage of the qualifying principal building as may be applicable per Table 5.4.8-1 Historic Building Rehabilitation Bonus

**2. Exceptions to Dimensional Standards**

A. *through C – As Written*

**D. Exceptions to Maximum Building Footprint Limit**

(i) Existing structures legally existing as of January 1, 2024 in excess of the building footprint limits in Table 4.4.5-2 shall not be considered non-conforming. Such buildings shall only be allowed to be converted, adaptively reused, or enlarged, including for the purpose of adding additional units, within the limits this part or as otherwise permitted in Sec. 5.4.8 or Article 11.

(ii) Single-family homes legally existing as of January 1, 2024 in excess of the building footprint limits in Table 4.4.5-2 may be expanded to 125% of the pre-existing footprint, as long as no additional units are added.

**3. Exception for Neighborhood Commercial Uses**

*As Written*

**4. Miscellaneous Standards**

(A) *Through (C) –As Written*

**D. Additional Unit on lot or within Owner Occupied Single Detached Dwelling**

Where an existing Principal Structure in any Residential Zoning District contains only an owner-occupied Single Detached Dwelling, and an applicant proposes to add a single additional dwelling unit within the Principal Structure or within a detached Secondary Structure on the same lot as the owner-occupied home, the application shall be eligible forshall be subject to administrative review and approval according to Sec.3.2.7 (a) 13, and exempt from paying impact fees, according to Sec. 3.3.3., except where otherwise required.

**(e) Effective Date.**

The amendments to this Section 4.4.5 that allow for a secondary structure within RL and RM zones, except as may otherwise be allowed by Article 11, are effective October 1, 2024.



**Article 4: Zoning Maps and Districts****PART 5: OVERLAY ZONING DISTRICT REGULATIONS****Sec. 4.5.1 ~~Reserved Design Review Overlay District~~****~~(a) Purpose:~~**

~~The Design Review Overlay District (DR) is intended to provide detailed individual review of certain uses and structures in those areas of the city which contain structures of historical, architectural, or cultural merit, and where the community has a particular interest in the design of future development in order to address specific land development objectives.~~

**~~(b) Areas Covered:~~**

~~The geographic<sup>1</sup> areas subject to the Design Review Overlay shall be as delineated on Map 4.5.1-1: Design Review Overlay, that include the following:~~

~~(1) The following zoning districts:~~

~~A. The Downtown Waterfront Public Trust district and all Neighborhood Mixed Use, Enterprise, Institutional, Urban Reserve, and Recreation, Conservation and Open Space districts; and,~~

~~B. Portions of the Residential Districts as identified in Map 4.5.1-1 and described below.~~

~~(2) The following areas within Residential Districts:~~

~~A. All properties west of the Burlington Bike Path north of College Street;~~

~~B. All properties west of the Vermont Railway line south of Lakeside Ave;~~

~~C. All properties within 500' of Lake Champlain or the Winooski River;~~

~~D. All properties with frontage on Brooks Avenue;~~

~~E. All properties within the area bounded by Maple, South Willard, Howard and South Union streets;~~

~~F. All properties with frontage on the west side of South Union St. between Main and Howard streets;~~

~~G. All properties with frontage on the north side of Howard St. between South Union and St. Paul streets;~~

~~(3) The following uses, buildings, and properties within Residential Districts:~~

~~A. All nonresidential uses, residential uses with home occupations, or other conditional uses, having frontage on the following major streets:~~

~~(i) Shelburne Street, from its point of beginning southerly to its intersection with Home Avenue;~~

~~(ii) South Union Street, from its intersection with Howard Street southerly to its terminus at Shelburne Street;~~

~~(iii) St. Paul Street, from its intersection with Howard Street southerly to its terminus at Shelburne Street;~~

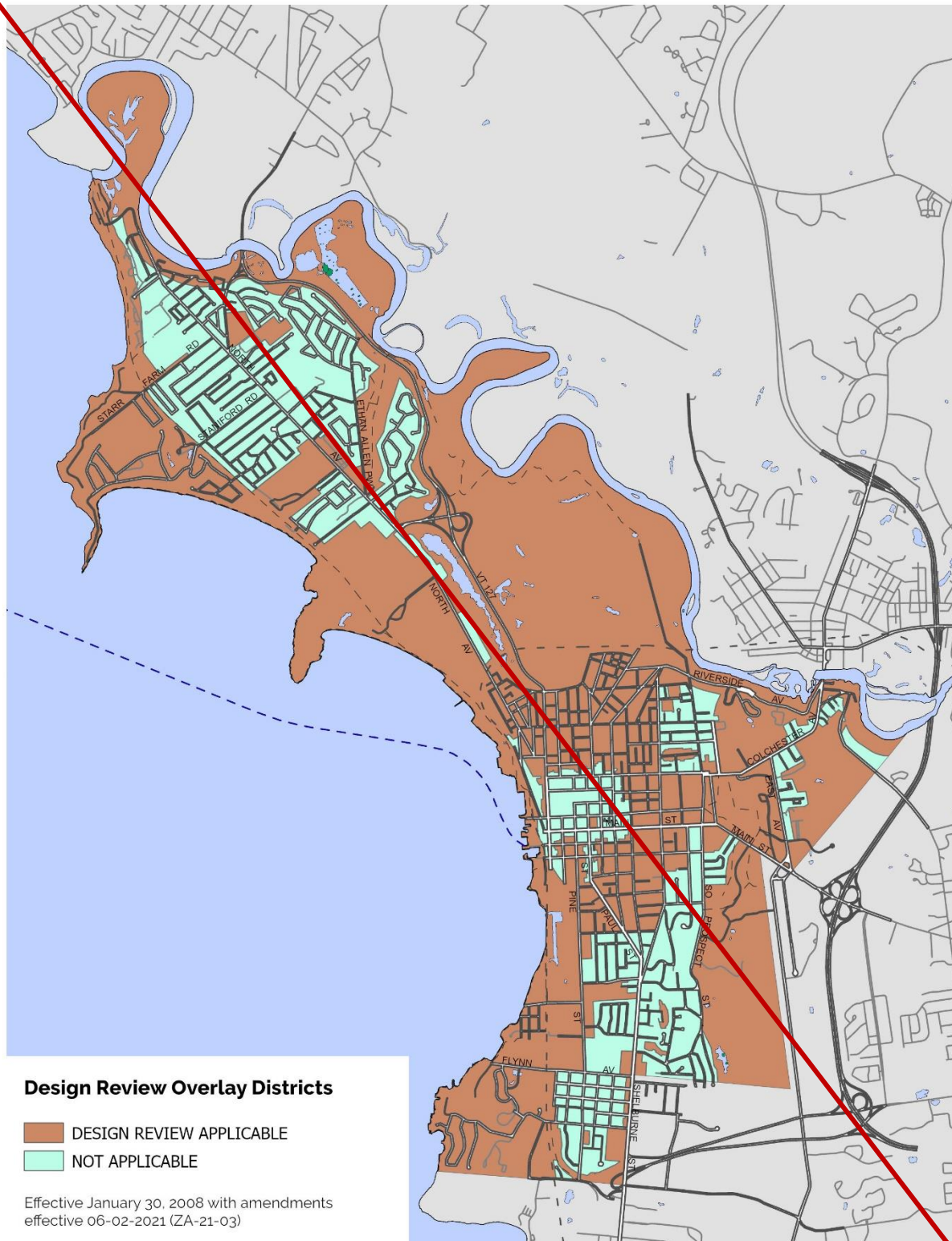
~~(iv) Colchester Avenue, from its intersection with East Avenue northeasterly to its intersection with Barrett Street; and~~

~~(v) North Avenue, from its intersection with Convent Square northerly to its intersection with Plattsburg Avenue.~~

**~~(c) District Specific Regulations: Design Review Overlay District:~~**

<sup>1</sup> This Section only defines the geographic areas of the city that are subject to Design Review. Other types of development are also subject to Design Review pursuant to the requirements of Article 3, Part 4.

286 ~~Within this overlay district, no structure may be erected, reconstructed, substantially altered, restored, moved, or~~  
287 ~~demolished or any site improvement or modification made without approval subject to the provisions of Article 3, Part 4~~  
288 ~~pertaining to Design Review and the review criteria described in Art 6.~~



~~Map 4.5.1 1: Design Review Overlay~~**Article 5: Citywide General Regulations**  
**PART 2: DIMENSIONAL REQUIREMENTS****Sec. 5.2.3 Lot Coverage Requirements**

Where a maximum lot coverage is specified pursuant to the requirements of Article 4, no building or part of a building or impervious surface or other form of coverage shall exceed such maximum allowable except as specifically authorized by this ordinance.

**(a) Calculating Lot Coverage:**

As written.

**(b) Exceptions to Lot Coverage:**

In all districts, the following shall not be counted as lot coverage:

1. through 9. – As Written

~~10. For lot area occupied by an ADU, the DRB may approve up to 650 sq. ft. additional lot coverage over existing lot coverage, even if present or proposed lot coverage exceeds the standard lot coverage limits. To grant such an exemption, the DRB must find that the existing lot coverage has been lawfully created, and that the proposed location, site design, and improvements will enable on-site management of the first one inch of stormwater runoff from the lot area of the ADU exceeding the applicable lot coverage limit, and will not have undue adverse impact on public rights of way based on the review of the DPW Stormwater Program Manager.~~

\*\*\*

**Sec. 5.2.5 Setbacks**

Setbacks between structures and property lines where required are intended to provide access to light and air, provide fire separation and access, and maintain the existing neighborhood pattern of structures and open spaces between them and to the street.

**(a) Setback Required: As written****(b) Exceptions to Yard Setback Requirements**

The following projections into required yard setbacks may be permitted subject to the standards of Article 6 to ensure compatibility with neighboring properties:

1. through 6. – As Written

**7. Driveways**

Common or shared driveways and walkways along shared property lines and associated parking areas, including those to serve residential lots and developments per Sec. 4.4.5 (d) 4.A and Sec. 5.2.2, do not have to meet setback requirements along the shared property line. Other driveway encroachments may be permitted subject to ~~Sec. 4.4.5 (d) 1.A. Tables 4.4.5-1 and 4.4.5-2.~~

8. As Written

**Article 5: Citywide General Regulations****PART 4: SPECIAL USE REGULATIONS****Sec. 5.4.5 Accessory Dwelling Units****(a) Accessory Units, General Standards/Permitted Uses:**

~~Where there is a principal structure on a lot which exists as an owner-occupied single family residence, one accessory dwelling unit, that is located within or appurtenant to such single family dwelling, shall be allowed as a permitted use if the provisions of this subsection are met. An accessory dwelling unit means a dwelling unit that is clearly subordinate to the principal dwelling, and has facilities and provisions for independent living, including sleeping, food preparation, and sanitation. An accessory unit shall not be counted as a dwelling unit for the purposes of density calculation. Additionally, there must be compliance with all the following:~~

- ~~1. The property has sufficient wastewater capacity as certified by the Department of Public Works; and~~
- ~~2. The unit does not consist of more than 900 sq.ft., or 30 percent (30%) of the Gross Floor Area of the principal home, whichever is greater; and~~
- ~~3. Applicable setback and coverage requirements are met, except as provided for in Sec. 5.2.3 (b) 10; and~~
- ~~4. A deed or instrument for the property shall be entered into the land records by the owner containing a reference to the permit granting the accessory unit prior to the issuance of the certificate of occupancy for the unit. Such reference shall identify the permit number and note that the property is subject to the permit and its terms and conditions including owner occupancy. No certificate of occupancy shall be issued for the unit unless the owner has recorded such a notice.~~

**(b) Discontinuance of Accessory Units:**

~~Approval of an accessory dwelling unit is contingent upon owner occupancy of either the principal or accessory dwelling unit as a primary residence. For purposes of this section, owner occupancy means that, after the creation of the accessory unit all individuals listed on the deed for the property must reside in the principal unit or in the accessory unit. If neither the principal unit nor the accessory unit is owner-occupied as a primary residence, the approval for the accessory dwelling unit is void and the kitchen of the accessory dwelling unit must be removed within 90 days with the entirety of the property being occupied as a single unit. When an accessory unit that is the result of additional square footage and/or a new accessory structure is proposed to be removed, revised floor plans and a revised site plan shall be required to be submitted for review and approval.~~

~~Furthermore, where additional square footage is added to a single family home for purposes of creating an accessory unit and the accessory unit is at any point discontinued, none of the additional square footage shall be eligible for the purposes of increasing the number of unrelated adults that may be allowed to inhabit the property.~~

## Article 7: Signs

## PART 2: SIGN TYPES

## Sec. 7.2.1 Sign Types

Table 7.2.1-B Sign Types Permitted by Form/Zoning District (continued)

|                            | Residential |    |                        |                        | Civic, RCO & Urban Reserve |                                       |       |    | Sign Type Standards |
|----------------------------|-------------|----|------------------------|------------------------|----------------------------|---------------------------------------|-------|----|---------------------|
| Sign Type                  | <u>RC</u>   | RH | RM/<br><del>RM-W</del> | RL/<br><del>RL-W</del> | Civic &<br>RCO-R/G         | RCO-A                                 | RCO-C | UR |                     |
| Awning & Canopy Sign       | ●           | ●  | ○                      | ○                      | ○                          | ○                                     | ○     | ○  | 7.2.2               |
| Band Sign                  | ●           | ○  | ○                      | ○                      | ○                          | ○                                     | ○     | ○  | 7.2.3               |
| Blade Sign                 | ●           | ●  | ●                      | ●                      | ●                          | ●                                     | ●     | ○  | 7.2.4               |
| Directory Sign             | ●           | ●  | ●                      | ●                      | ●                          | ●                                     | ○     | ○  | 7.2.5               |
| Freestanding Sign          | ●           | ○  | ○                      | ○                      | ●                          | ○                                     | ○     | ●  | 7.2.6               |
| Freestanding Yard Sign     | ●           | ●  | ●                      | ●                      | ●                          | ●                                     | ●     | ●  | 7.2.7               |
| Marquee                    | ○           | ○  | ○                      | ○                      | ○                          | ○                                     | ○     | ○  | 7.2.8               |
| Monument Sign              | ○           | ○  | ○                      | ○                      | ●                          | ○                                     | ○     | ●  | 7.2.9               |
| Outdoor Display Case       | ●           | ○  | ○                      | ○                      | ●                          | ●                                     | ○     | ○  | 7.2.10              |
| Projecting Sign            | ●           | ○  | ○                      | ○                      | ●                          | ○                                     | ○     | ○  | 7.2.11              |
| Sandwich Board             | ●           | ○  | ○                      | ○                      | ●                          | ●                                     | ●     | ●  | 7.2.12              |
| Wall Sign                  | ●           | ●  | ●                      | ●                      | ●                          | ○                                     | ○     | ○  | 7.2.13              |
| Window Sign                | ●           | ●  | ●                      | ●                      | ●                          | ●                                     | ●     | ○  | 7.2.14              |
| ● - Sign Type is permitted |             |    |                        |                        |                            | ○ - Sign Type is <u>not</u> permitted |       |    |                     |

**Article 13: Definitions**

**Sec. 13.1.2 Definitions**

For the purpose of this ordinance certain terms and words are herein defined as follows:

Unless defined to the contrary in Section 4303 of the Vermont Planning and Development Act as amended, or defined otherwise in this section, definitions contained in the building code of the City of Burlington, Sections 8-2 and 13-1 of the Code of Ordinances, as amended, incorporating the currently adopted edition of the American Insurance Association's "National Building Code" and the National Fire Protection Association's "National Fire Code" shall prevail.

Additional definitions specifically pertaining to Art. 14 planBTV: Downtown Code can be found in Sec. 14.8, and shall take precedence without limitation over any duplicative or conflicting definitions of this Article.

\*\*\*

**Building Footprint:** The sum of the area of the largest floor of a Building measured from the exterior Elevations. It does not include un-insulated porches if said areas are not used for human occupancy, nor protrusions in a wall (i.e. a bay window) if such protrusions do not create habitable area.

\*\*\*

**Elevation:** An exterior wall of a Building.

\*\*\*

\* Material stricken out deleted.

\*\* Material underlined added.



**TO:** Burlington City Council  
**FROM:** Charles Dillard, AICP, Principal Planner  
Sarah Morgan, Planner  
**DATE:** August 29, 2024  
**RE:** Proposed ZA-24-04 Neighborhood Code Part 2

---

## 1. Overview & Background

The City Council adopted ZA-24-02 (Neighborhood Code) at its March 25, 2024 meeting. This amendment creates a new framework for the city's residential zoning districts that enables a range of housing types, including single-family, ADUs, duplex through four-unit developments, and townhouses and small multi-unit buildings. These amendments enable greater flexibility for existing homes as well as a range of housing options within neighborhoods, create new zoning standards along transportation corridors identified in *planBTV*, and comply with Act 47 of 2023 of the VT Legislature.

During its discussion of the proposed Neighborhood Code amendments in fall and winter 2023, the Joint Neighborhood Code Committee bifurcated the Code to facilitate discussion of the Code's core concepts while reserving later discussion for a second package of amendments. Part One, those amendments adopted in March, addresses substantive changes to Article 4 and Appendix A, as well as other sections. Those changes evolved the residential zoning district standards, allowable uses, and district boundaries. This amendment, ZA-24-04, addresses the first series of additional amendments to incorporate the Neighborhood Code into other sections of the CDO, as well as to address technical corrections from ZA-24-02.

## 2. Neighborhood Code Part 2: Secondary Structures & Technical Corrections (ZA-24-04)

A number of related standards need to be addressed throughout the CDO. Many of these were originally included in the "Relationship of Core Zoning Recommendations to other Ordinance Details" chart used in Joint Committee discussions, and some have emerged from additional public discussion at the hearings for Part 1 as well as from inquiries following the adoption of the code.

The purpose of Part 2 of the Neighborhood Code is to explore technical details and related standards necessary for implementing neighborhood-scale infill development across Burlington. Unlike Part 1 of the Neighborhood Code, recommendations will come from the Planning Commission as four or more separate amendments, detailed below. Using the general direction from past discussions of the Joint Committee, the Planning Commission, either as a body or through its Ordinance Committee, can review or make recommendations for these related standards within each proposed amendment.

Per the request of the City Council on March 25th, the Commission has discussed considerations related to the allowance of secondary structures in the Residential Districts. This amendment originally included modifications to the Planned Unit Development (PUD) standards, including consideration of a threshold for lot/project size in the Residential districts, as well as development intensity, permitted uses, and other topics as identified. However, at its July 9 meeting, the Commission discussed deferring action on amendments to PUD standards to its own upcoming amendment.

This initial amendment will provide clarifications and corrections relevant to the process and implementation of Neighborhood Code Part 1, including:

- Additional miscellaneous definitions to clarify and support consistent implementation of new standards, including what is counted with the maximum "building footprint"
- Consolidation of the applicability of Design Review and the Design Review Overlay zone into one section that provides clearer expectations of what is subject to review



- Possible situations where exceptions to maximum building footprint standards may be considered
- Technical Corrections, including clarifying the Residential Corridor Zone purpose statement to require frontage on a major thoroughfare; updating zoning for Starr Farm Park; internal reference correction

During the course of several meetings, the Commission has discussed the aforementioned proposed Part 2 topics. Ultimately, the Neighborhood Code Part 2 amendment addresses the standards outlined below and issues while leaving some existing and previously adopted standards unchanged.

A comprehensive list of anticipated amendments related to the Neighborhood Code will be communicated to City Council in a forthcoming memo.

### 3. **Proposed Amendment: ZA-24-04**

#### a. Amendment Type

|                |               |                                 |
|----------------|---------------|---------------------------------|
| Text Amendment | Map Amendment | <b>Text &amp; Map Amendment</b> |
|----------------|---------------|---------------------------------|

#### b. Purpose Statement

This amendment augments Neighborhood Code Part 1 by making technical corrections to various standards for Residential Districts, clarifies the relationship between secondary buildings allowed in the residential standards and citywide provisions for secondary structures, streamlines ordinance sections related to Design Review applicability, and addresses standards for residential development bonuses.

#### c. Proposed Amendments

The amendments to the *Burlington Comprehensive Development Ordinance* are included in this proposal and are categorized below to clarify which changes are related specifically to Secondary Structures and which are technical corrections:

##### i. Substantive Amendments related to Secondary Structures

###### 1. Amendment to *Article 3: Applications, Permits and Project Reviews*

- Amends Sec. 3.3.3 (a) 5 by adding "the creation of an Additional Unit on lot or with in Owner Occupied Single Detached Dwelling as described in Sec. 4.4.5 (d) 4. D." to developments exempt from Impact Fees. The purpose of this change is to explicitly state that the creation of one additional unit on a lot with an Owner Occupied Single Detached Dwellings is exempt from Impact Fees, which is relevant to changes made in Sec. 4.4.5 4. (d) 4. that clarifies the relationship between secondary residential structures allowed in residential districts and citywide provisions for Accessory Dwelling Units (ADUs).

###### 2. Amendments to both *Article 3 – Application, Permits, and Project Reviews* and *Article 4 - Zoning Maps and Districts* to clarify design review standards and expectations

- Deletes Sec. 4.5.1 Design Review Overlay District and moves *Map 4.5.1-1 Design Review Overlay* to become *Map 3.4.2-1*. By starting with the map of where Design Review is applicable, it presumes that all of the project types listed under 3.4.2 (b) 2. are subject to Design Review within the overlay district. Section 3.4.2 (b) 2 is retained to provide clarity that projects within this list will still be subject to design review despite being outside of the Design Review Overlay District.
- Corrects *Map 4.5.1-1 Design Review Overlay* (which will be re-named as *Map 3.4.2-1*) to (a) reflect Downtown Form Code boundaries, removing the applicability of design review from the areas and (b) Resolve any gaps between current Design Review Overlay District and the changes in district boundaries made in ZA-24-02 by including areas that were previously re-zoned from RL to RM or RC as part of the Design Review Overlay District.
- Amends Sec. 3.4.2 (b) to explicitly state that "Single detached dwellings and duplex dwellings within an RL district not otherwise subject to any of the above provisions." By

excluding the requirement that duplexes in RL districts are subject to Design Review aims to facilitate the development of this housing type in the RL District.

3. Amends *Article 4 – Zoning Maps and Districts* to make the following clarifications:

- Amends *Table 4.4.5-2* to increase the Maximum Secondary Structure Footprint in the RM district from 900 ft<sup>2</sup> to 1,100 ft<sup>2</sup>.
- Updates density & intensity standards that apply to projects utilizing Residential Development Bonuses to be consistent with standards used in *Tables 4.4.5-1 & 4.4.5-2* and *Article 11*
- Creates an exception to Maximum Building Footprint Limits under Sec. 4.4.5 (d) 2.D, confirming that existing structures in excess of the building footprint limits in *Table 4.4.5-2* shall not be considered non-conforming and cross-references provisions in *Articles 5* and *11* that would allow for their reuse and/or expansion. This correction aligns with the District's purpose of allowing neighborhood-serving commercial uses.
- Creates new standards for an Additional Unit on lot or with in Owner Occupied Single Detached Dwelling (Sec. 4.4.5 (d) 4. D.). The purpose of this section is to streamline the ordinance in an effort to make understanding ADU requirements less complex for the general user. This standard aims to enable a situation where, if someone adds an additional unit in an owner-occupied unit or if they build a single-unit secondary structure meeting these requirements, they can benefit from incentives including the admin review and the waiver of impact fees.
- Collapses ADU requirements from *Article 3* into Section 4.4.5 under the incentive for an Additional Unit on lot or with in Owner Occupied Single Detached Dwelling (Sec. 4.4.5 (d) 4. D.) in an effort to clarify the relationship between secondary structures and ADUs, as described above.

4. Amends *Article 5 – Citywide General Regulations* in the following ways:

- Removes the exception to lot cover related to Accessory Dwelling Units (Sec. 5.2.3 (b) 10.), which was taken into consideration when modestly increasing lot cover standards in ZA-24-02.

5. Amends *Article 13 Definitions*, creating the following new definitions:

- Creates a new definition for Building Footprint to clarify how building mass is measured as regulated in *Table 4.4.5-2*.
- Creates a new definition for Elevation to clarify how building offset standards in *Table 4.4.5-2* are applied.

ii. Additional Technical Corrections:

1. Amends *Article 4 – Zoning Maps and Districts* to make the following Technical Corrections:

- Amends Sec. 4.3.1 to confirm that the Residential Corridor (RC) district, where mapped, apply only to properties with frontage on North Avenue, St. Paul Street, Pearl Street, Colchester Avenue or Shelburne Street. This technical correction provides clarifications that parcels without frontage on the identified corridors are not applicable to Residential Corridor standards and provides consistency with how the Downtown & Multimodal Mixed Use Parking District works.
- Corrects the description of the Residential Corridor district in Sec. 4.4.5 to confirm the maximum building height of 4 stories and clarifies that multiple principal uses are allowed on lots in this district. This correction aligns with the District's purpose of allowing neighborhood-serving commercial uses.
- Corrects mapping error on *Maps 4.3.1-1 Base Zoning Districts & 4.4.5-1 Residential Zoning Districts*.
- Replaces an undefined term, "face," in *Table 4.4.5-2* with the defined term, "Elevation," in order to facilitate project review and provide clarity.
- Re-names Section Sec. 4.4.5 (d) 1. B. (i) and *Table 4.4.5-4* to "Senior Housing and Housing for Individuals with Disabilities" bonus.

2. Amends *Article 5 – Citywide General Regulations* to make the following technical corrections:
  - Amends references made under Sec. 5.2.5 (b) to refer to tables created under ZA-24-02.
3. Amends *Article 7 – Signs* to reflect changes made in ZA-24-02
  - Modifies *Table 7.2.1-B Sign Types Permitted by Form/Zoning District* by correcting column headers with updated Residential Districts
  - Creates a new column for the RC district in *Table 7.2.1-B Sign Types Permitted by Form/Zoning District*, which is proposed to equated with the NMU district's sign standards, reflecting the potential for mixed-use development along the corridors

#### d. Relationship to *planBTV*

*This following discussion of conformance with the goals and policies of planBTV is prepared in accordance with the provisions of 24 V.S.A. §4441(c).*

| Theme:    | Dynamic  | Distinctive | Inclusive | Connected |
|-----------|----------|-------------|-----------|-----------|
| Land Use: | Conserve | Sustain     |           | Grow      |

#### e. Compatibility with Proposed Future Land Use & Density

The proposed amendment is consistent in many respects with the Land Use and Density-related policies of *planBTV*. Generally, the slow pace of housing construction and rising housing costs are noted as one of the biggest challenges facing Burlington. Since the Plan's adoption, these challenges have become more pronounced. The foundational policy response to this challenge is the Plan's call to "identify and address unintended or unnecessary barriers to creating new housing and commercial spaces within parts of the city that are suitable to accommodate additional development." To that end, these amendments are largely technical in nature and are intended to clarify for the public and staff the standards and processes regulating residential construction in Burlington's neighborhoods.

The "Sustain" theme intends to "anticipate small and incremental change that is consistent with existing development patterns, building scale and neighborhood character." Specific policy goals and objectives, and their nexus with the amendment, are provided below:

- A primary and foundational change proposed in the amendment is to provide additional clarity and specificity to the form-based approach established in Neighborhood Code Part 1. This change is supported by Objective 2.2.
- Objective 8.1 directs the community to "enable the development of additional housing at all income levels by reducing regulatory barriers and disincentives to development, and encouraging infill and redevelopment of underutilized sites."

#### f. Impact on Safe & Affordable Housing

The amendment addresses safe and affordable housing in the following ways:

- In creating additional opportunities in some areas for developments where five or more homes are constructed, the amendment will help produce more purpose-built affordable homes through the Article 9 Inclusionary Zoning standards.
- In removing barriers to housing construction for all developers, including affordable housing developers, the amendment significantly expands the areas where such developers may operate and provide homes at scale.
- In facilitating the creation of more homes throughout the city, the amendment should help to slow the growth in housing costs as they relate to an undersupply.
- In facilitating greater choice in the housing market, the amendment will create expanded opportunities for aging-in-place, homes for individuals with disabilities who may require on-site assistance, and other types of supportive housing.
- Confirms established zoning standards facilitating Accessory Dwelling Unit construction, which are consistent with Objective 9.1.

### g. Planned Community Facilities

This amendment has no direct impact on planned community facilities, aside from facilitating growth within the city's neighborhoods and thereby expanding the population of individuals with proximate access to such facilities.

### h. Process Overview

The following chart summarizes the current stage in the zoning amendment process, and identifies any recommended actions:

| Planning Commission Process                   |                                                              |                                       |                              |                                                                  |
|-----------------------------------------------|--------------------------------------------------------------|---------------------------------------|------------------------------|------------------------------------------------------------------|
| Draft Amendment prepared by: Staff<br>6/25/24 | Presentation to & discussion by Commission<br>Various Dates* | Approve for Public Hearing<br>7/23/24 | Public Hearing<br>8/27/24    | <b>Approved &amp; forwarded to Council</b><br><br><b>8/27/24</b> |
| City Council Process                          |                                                              |                                       |                              |                                                                  |
| First Read & Referral to Ordinance Cmte       | Ordinance Cmte discussion<br>Various Dates*                  | Ordinance Cmte recommend              | Second Read & Public Hearing | Council Approval & Adoption                                      |

\* The Planning Commission met on the following dates within 2024: 4/23, 5/14, 5/28, 6/11, 6/25, 7/9, 7/23

**Board of Finance and City Council Submission Checklist**Department: Office of City Planning Submitter: Charles DillardTitle/Subject: ZA-24-04 Neighborhood Code 2A

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input type="checkbox"/>            | Board of Finance | Click or tap to enter a date. |
| <input checked="" type="checkbox"/> | City Council     | 9/9/2024                      |
| <input type="checkbox"/>            | Concurrent       | Click or tap to enter a date. |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

**Signoffs Received**

| Signoff Needed                                                                                        | Received        | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|-----------------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes             | 8/28/2024                     | Charles Dillard                  |
| Mayor's Office informed and approved memo                                                             | Yes             | 9/4/2024                      | Erin Jacobson                    |
| Board/Commission, if required                                                                         | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes             | 9/4/2024                      | Kim Sturtevant                   |
| CAO has reviewed budget, financing, and memo                                                          | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included?       | Note                             |
|--------------------------------------------------------|-----------------|----------------------------------|
| Final Memo Attached?                                   | Yes             | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | Choose an item. | Click or tap here to enter text. |
| Additional Materials, if necessary                     | Choose an item. | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | Yes             | To be provide by Kim Sturtevant  |
| If for submission to Council, are sponsors identified? | Yes             | OCP and Planning Commission      |

**Resolution Relating to**

APPROVING THE PLEDGING OF THE CREDIT  
OF THE CITY IN ANTICIPATION OF THE  
RECEIPT OF REVENUE FROM THE TRAFFIC  
DIVISION OF THE PUBLIC WORKS DEPARTMENT

**Resolution** \_\_\_\_\_

Sponsor(s): Board of Finance

Introduced: \_\_\_\_\_

Referred to: \_\_\_\_\_

\_\_\_\_\_

Action: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by Mayor: \_\_\_\_\_

**CITY OF BURLINGTON**

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

- 1 That WHEREAS, pursuant to Section 62(a) of the Charter of the City of Burlington (the “City”), the credit  
2 of the City may be pledged by temporary borrowing in anticipation of the receipt of revenue from the City’s  
3 Traffic Division of the Public Works Department (the “Traffic Division”) for such division’s ordinary running  
4 expenses during times in any fiscal year when there are not sufficient funds on hand to the credit of the Traffic  
5 Division for the payment of such bills and accounts, or sufficient unappropriated funds in the City’s treasury  
6 from which such accounts may be paid pending the receipt of revenues of the division sufficient to pay such  
7 bills and accounts; and
- 8 WHEREAS, Section 62(a) of the Charter of the City permits the City to secure a temporary loan with a  
9 pledge of its full faith and credit, and to commit to pay such temporary loan from the receipts from the  
10 collection of the installment of property taxes or other taxes next falling due after the making of the loan or  
11 other legally available sources; and
- 12 WHEREAS, the Parking Facilities Fund (General Ledger Account 265) (the “Parking Fund”) is funded  
13 by parking garage and lot revenues and supports the operation and maintenance of the garages, and lots  
14 managed by the City’s Public Works Department, utilizing no tax revenues; and
- 15 WHEREAS, revenues from garages and lots operated by the Public Works Department, after taking  
16 into account the costs of maintenance and operation, have decreased resulting in a significant budget shortfall;  
17 and
- 18 WHEREAS, existing Parking Fund balance has been used and a shortfall remains and is projected to  
19 linger through Fiscal Year 2025; and
- 20 WHEREAS, by resolution adopted August 14, 2023, the City Council authorized the issuance of a  
21 temporary borrowing in the amount not to exceed \$2,500,000 in order to pay the ordinary running expenses of  
22 the Traffic Division, and in particular the Parking Fund, as there will not be sufficient funds on hand to the  
23 credit of the Parking Fund for the payment of such bills and accounts; and

APPROVING THE PLEDGING OF THE CREDIT OF THE CITY IN  
ANTICIPATION OF THE RECEIPT OF REVENUE FROM THE TRAFFIC  
DIVISION OF THE PUBLIC WORKS DEPARTMENT

WHEREAS, pursuant to such authorization, the City issued its \$2,500,000 General Obligation Revenue Anticipation Note Traffic Division, Series 2023 (Taxable), which matures September 14, 2024; (the “Prior Note”); and

WHEREAS, the Director of the Public Works Department has requested that the City renew such temporary loan in a principal amount of not to exceed \$2,500,000 in anticipation of revenues of the Parking Fund in order to be able to pay the ordinary expenses of the Traffic Division, while the Public Works Department explores methods to improve the balance of the Parking Fund;

NOW, THEREFORE, BE IT RESOLVED that the Chief Administrative Officer is authorized to negotiate the terms and conditions with one or more qualified banks or other financial institutions to provide a loan in the maximum principal amount of up to \$2,500,000 to provide working capital for the Traffic Division; and

BE IT FURTHER RESOLVED that the City is hereby authorized and directed to borrow an amount not to exceed \$2,500,000 from a reputable bank or commercial lender as the Chief Administrative Officer may approve (the “Loan”), and to issue a revenue anticipation note and pledge the credit of the City for the repayment thereof (the “Note”), for the purpose of refinancing the Prior Note and providing working capital for the Parking Fund. The Note shall be a general obligation of the City and shall mature within one year from the date it is extended to the City. The Loan shall be paid from the revenues received by the Parking Fund and if such amount is insufficient to pay the Loan, the Loan may be repaid with tax revenues or other legally available funds. If the funds in the Parking Fund are insufficient to repay the Loan, the Traffic Division will return to the City Council in a timely fashion to resolve the issue. The Loan may be made on a draw-down basis, repaid and re-borrowed during such one-year period as needed in order to pay the ordinary running expenses of the Traffic Division; and

BE IT FURTHER RESOLVED that the Mayor and Chief Administrative Officer are, and each one of them is, hereby authorized and empowered to execute and deliver the Note in the maximum principal amount of the Loan, together with any renewal notes, as and when the Loan is renewed, if applicable. The Mayor and Chief Administrative Officer, Director of Finance, and the Assistant Director of Finance, are, and each one of them is, hereby authorized and empowered to execute and deliver (i) a loan agreement with the lender to evidence the Loan and the repayment thereof, (ii) such documents and instruments as the lender may request in connection with the Loan, in such form and with such terms as they deem necessary and in the City’s best interest, and (iii) such other documents and instruments necessary or convenient in connection with the Loan, subject to prior review by the City Attorney or bond counsel to the City.

APPROVING THE PLEDGING OF THE CREDIT OF THE CITY IN  
ANTICIPATION OF THE RECEIPT OF REVENUE FROM THE TRAFFIC  
DIVISION OF THE PUBLIC WORKS DEPARTMENT

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56 DB/JD/Resolutions 2024/ APPROVING THE PLEDGING OF CREDIT IN ANTICIPATION OF RECEIPT OF REVENUE FROM TRAFFIC  
57 DIVISION  
58 September 9, 2024





## OFFICE OF THE CLERK/TREASURER City of Burlington

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

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

**To:** Board of Finance, City Council  
**From:** Bradley, Kukenberger, Director of Finance  
Darlene Bayko, Banking & Cash Operations Manager  
Chapin Spencer, Public Works Director  
**Re:** \$2.5M Revenue Anticipation Note  
**Date:** September 9, 2024

### Background:

As has been noted previously to these bodies, the Parking Facilities Fund (Fund 265) revenues were severely reduced, and in fact fell to nothing for many months during COVID. In total, this generated a loss of approximately \$1 million. This operating loss caused the Parking Facilities Fund to not meet the Debt Service Coverage Ratio requirements for its long-term bank loan. To avoid breaching a condition of our loan and causing a non-compliance issue with our lender and also potentially a negative effect to the City's Moody's credit rating, the City paid off this \$3.5 million loan.

In summary:

|                                       |                 |
|---------------------------------------|-----------------|
| Parking Fund Balance – start of FY'21 | \$1.2M          |
| COVID Losses                          | (\$1.0M)        |
| <u>Debt Payment</u>                   | <u>(\$3.5M)</u> |
| Deficit                               | (\$3.3M)        |

To handle the \$3.3M deficit in May 2022, \$1M of ARPA funds were used to cover COVID losses and Board of Finance and City Council approved a \$2.5M Revenue Anticipation Note (RAN) to handle the rest of the debt. This original RAN had a one-year term but was authorized by the Council in August 2023 to be renewed for an additional year. Given the Parking Facilities Fund COVID recovery has been slow, the CT office, the Department of Public Works (DPW) and the City's financial advisors, recommend renewing the RAN for an additional year. The City is finalizing details and will select a RAN with an interest rate below 7.5%.

This additional one-year note will allow the CT office and DPW to work on an enhanced recovery strategy and a multi-year proforma that will position the City to secure a longer-term debt instrument that the Parking Facilities Fund can sustainably pay off.

The Parking Facilities Fund has budgeted for the required interest payments in the FY25 budget. Feel free to reach out with any questions.

**MOTION:**

**BOF:**

To approve and recommend that the City Council adopt the resolution.

**City Council:**

To adopt the resolution.

**Board of Finance and City Council Submission Checklist**Department: Clerk Treasurer Office Submitter: Darlene BaykoTitle/Subject: \$2.5MM Parking Revenue Anticipation Note

|                                     |                  |               |
|-------------------------------------|------------------|---------------|
|                                     | Approval:        | Meeting Date: |
| <input checked="" type="checkbox"/> | Board of Finance | 9/9/2024      |
| <input checked="" type="checkbox"/> | City Council     | 9/9/2024      |
| <input checked="" type="checkbox"/> | Concurrent       | 9/9/2024      |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 9/4/24                        | Katherine Schad                  |
| Mayor's Office informed and approved memo                                                             | Yes      | 9/5/24                        | Erin Jacobsen                    |
| Board/Commission, if required                                                                         | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 9/4/2024                      | Erik Ramakrishnan                |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 9/4/2024                      | Katherine Schad                  |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included?       | Note                             |
|--------------------------------------------------------|-----------------|----------------------------------|
| Final Memo Attached?                                   | Yes             | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | Choose an item. | Click or tap here to enter text. |
| Additional Materials, if necessary                     | N/A             |                                  |
| Draft Resolution or Motion?                            | N/A             | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | N/A             |                                  |

**Resolution Relating to**

APPROVING THE PLEDGING OF THE CREDIT  
OF THE CITY IN ANTICIPATION OF THE  
RECEIPT OF REVENUE FROM THE TRAFFIC  
DIVISION OF THE PUBLIC WORKS DEPARTMENT

**Resolution 5.29**

Sponsor(s): Board of Finance

Introduced: 09/09/24

Referred to: \_\_\_\_\_

Action: adopted

Date: 09/09/24

Signed by Mayor 09/13/24

**CITY OF BURLINGTON**

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, pursuant to Section 62(a) of the Charter of the City of Burlington (the “City”), the credit  
2 of the City may be pledged by temporary borrowing in anticipation of the receipt of revenue from the City’s  
3 Traffic Division of the Public Works Department (the “Traffic Division”) for such division’s ordinary running  
4 expenses during times in any fiscal year when there are not sufficient funds on hand to the credit of the Traffic  
5 Division for the payment of such bills and accounts, or sufficient unappropriated funds in the City’s treasury  
6 from which such accounts may be paid pending the receipt of revenues of the division sufficient to pay such  
7 bills and accounts; and

8 WHEREAS, Section 62(a) of the Charter of the City permits the City to secure a temporary loan with a  
9 pledge of its full faith and credit, and to commit to pay such temporary loan from the receipts from the  
10 collection of the installment of property taxes or other taxes next falling due after the making of the loan or  
11 other legally available sources; and

12 WHEREAS, the Parking Facilities Fund (General Ledger Account 265) (the “Parking Fund”) is funded  
13 by parking garage and lot revenues and supports the operation and maintenance of the garages, and lots  
14 managed by the City’s Public Works Department, utilizing no tax revenues; and

15 WHEREAS, revenues from garages and lots operated by the Public Works Department, after taking  
16 into account the costs of maintenance and operation, have decreased resulting in a significant budget shortfall;  
17 and

18 WHEREAS, existing Parking Fund balance has been used and a shortfall remains and is projected to  
19 linger through Fiscal Year 2025; and

20 WHEREAS, by resolution adopted August 14, 2023, the City Council authorized the issuance of a  
21 temporary borrowing in the amount not to exceed \$2,500,000 in order to pay the ordinary running expenses of  
22 the Traffic Division, and in particular the Parking Fund, as there will not be sufficient funds on hand to the  
23 credit of the Parking Fund for the payment of such bills and accounts; and

\* \* \* \* \*

**DISTRIBUTION:**

I hereby certify that this resolution  
has been sent to the following  
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....  
.....  
.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. .... Page .....

\* \* \* \* \*

**Resolution Relating to**

**APPROVING THE PLEDGING OF THE CREDIT OF THE CITY IN  
ANTICIPATION OF THE RECEIPT OF REVENUE FROM THE TRAFFIC  
DIVISION OF THE PUBLIC WORKS DEPARTMENT**

WHEREAS, pursuant to such authorization, the City issued its \$2,500,000 General Obligation Revenue Anticipation Note Traffic Division, Series 2023 (Taxable), which matures September 14, 2024; (the “Prior Note”); and

WHEREAS, the Director of the Public Works Department has requested that the City renew such temporary loan in a principal amount of not to exceed \$2,500,000 in anticipation of revenues of the Parking Fund in order to be able to pay the ordinary expenses of the Traffic Division, while the Public Works Department explores methods to improve the balance of the Parking Fund;

NOW, THEREFORE, BE IT RESOLVED that the Chief Administrative Officer is authorized to negotiate the terms and conditions with one or more qualified banks or other financial institutions to provide a loan in the maximum principal amount of up to \$2,500,000 to provide working capital for the Traffic Division; and

BE IT FURTHER RESOLVED that the City is hereby authorized and directed to borrow an amount not to exceed \$2,500,000 from a reputable bank or commercial lender as the Chief Administrative Officer may approve (the “Loan”), and to issue a revenue anticipation note and pledge the credit of the City for the repayment thereof (the “Note”), for the purpose of refinancing the Prior Note and providing working capital for the Parking Fund. The Note shall be a general obligation of the City and shall mature within one year from the date it is extended to the City. The Loan shall be paid from the revenues received by the Parking Fund and if such amount is insufficient to pay the Loan, the Loan may be repaid with tax revenues or other legally available funds. If the funds in the Parking Fund are insufficient to repay the Loan, the Traffic Division will return to the City Council in a timely fashion to resolve the issue. The Loan may be made on a draw-down basis, repaid and re-borrowed during such one-year period as needed in order to pay the ordinary running expenses of the Traffic Division; and

BE IT FURTHER RESOLVED that the Mayor and Chief Administrative Officer are, and each one of them is, hereby authorized and empowered to execute and deliver the Note in the maximum principal amount of the Loan, together with any renewal notes, as and when the Loan is renewed, if applicable. The Mayor and Chief Administrative Officer, Director of Finance, and the Assistant Director of Finance, are, and each one of them is, hereby authorized and empowered to execute and deliver (i) a loan agreement with the lender to evidence the Loan and the repayment thereof, (ii) such documents and instruments as the lender may request in connection with the Loan, in such form and with such terms as they deem necessary and in the City’s best interest, and (iii) such other documents and instruments necessary or convenient in connection with the Loan, subject to prior review by the City Attorney or bond counsel to the City.

\* \* \* \* \*

**DISTRIBUTION:**

I hereby certify that this resolution  
has been sent to the following  
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....  
.....  
.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Attest:

Vol. .... Page .....

\* \* \* \* \*

**Page 3**  
**Resolution Relating to**

APPROVING THE PLEDGING OF THE CREDIT OF THE CITY IN  
ANTICIPATION OF THE RECEIPT OF REVENUE FROM THE TRAFFIC  
DIVISION OF THE PUBLIC WORKS DEPARTMENT

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56 DB/JD/Resolutions 2024/ APPROVING THE PLEDGING OF CREDIT IN ANTICIPATION OF RECEIPT OF REVENUE FROM TRAFFIC  
57 DIVISION  
58 September 9, 2024



\* \* \* \* \*

DISTRIBUTION:

I hereby certify that this resolution  
has been sent to the following  
department(s) on

Darlene Bayko, CT  
certified copy

\* \* \* \* \*

ORIGINAL

RESOLUTION RELATING TO

Approving The Pledging Of The Credit Of The City In Anticipation Of The Receipt Of  
Revenue From The Traffic Division Of The Public Works Department

.....  
.....

Adopted by the City Council

September 9, 2024

*Darlene Bayko* Clerk

Approved September 13, 2024

*Lori Olberg* Mayor

Vol. .... Page .....

Attest:  
*Lori Olberg*  
Lori Olberg  
Licensing and Records Coordinator

## Lori Olberg

---

**From:** City of Burlington Vermont  
**Sent:** Thursday, August 15, 2024 1:18 PM  
**To:** Lori Olberg  
**Subject:** Form submission from: Contact Us [City Council]

You are receiving this message because you are a designated recipient for: City Council

Received from: Judith Yarnall

Reply to e-mail Address: yarnallj@gmail.com

Subject: Comments for Mark Barlow, City Councilor

Message: Dear Mark,

I live in the NNE and was at the meeting Monday night, for the discussion and vote on the Resolution on the f-35s to be sent to our Congressional delegation. What you said regarding soundproofing made me think that you had not carefully read the draft of the Resolution. It quotes Richard Doucette, the FAA's Environmental Program administrator here. He said "That's the trouble with sound mitigation. Some people think it's a panacea; it is not. The sound insulation does not work as soon as you open your windows." Do you envision Burlington citizens staying indoors with windows closed all year long?

Just wondering . . . I did send you a message before the meeting but didn't get a reply.

Judy Yarnall

Submitted on Thursday, August 15, 2024 - 13:18 from IP address: 65.183.131.107

Check IP address location: <https://viewdns.info/iplocation/?ip=65.183.131.107>

Questions about this form? e-mail [webmaster@burlingtonvt.gov](mailto:webmaster@burlingtonvt.gov)

## Lori Olberg

---

**From:** Nicholas Persampieri <nickpersamp@yahoo.com>  
**Sent:** Friday, September 6, 2024 4:10 PM  
**To:** Carter Neubieser; Gene Bergman; Joe Kane; Sarah Carpenter; Benjamin Traverse; Becca Brown McKnight; Evan Litwin; Marek Broderick; Melo Grant; Tim Doherty; Mark Barlow; Joan Shannon  
**Cc:** Lori Olberg  
**Subject:** City Council Meeting, 9/9/24, Agenda Item No. 6.6, Two RFPs Related to McNeil and Forestry  
**Attachments:** Net Income of Loss FY 2016 - 2024.pdf

[ WARNING ]: This email was sent from someone outside of the City of Burlington.

Dear Councilors:

I submit these comments on Agenda Item No. 6.6, Two RFPs related to McNeil and Forestry, which you are scheduled to consider at your September 9, 2024 meeting. Please include this email and the accompanying attachment in the Agenda Packet for the meeting.

Financial statements prepared by Burlington Electric for the McNeil Joint Owners' Operating Committee going back to FY 2016 have recently been made public. As indicated in the attached summary chart and accompanying financial statements, McNeil's operation and related wood-fuel procurement activities in New York and Vermont generated net losses for McNeil's owners in 7 of the last 9 fiscal years, totaling over \$30 million. The largest loss- \$9,796,229- was during the recently concluded Fiscal Year 2024. Furthermore, McNeil will likely continue to lose money for the foreseeable future, as wholesale energy prices are predicted to remain low for many years. As 50% owner of McNeil, Burlington Electric incurs 50% of the losses.

This information is at odds with the claims that McNeil is needed to protect ratepayers from rate increases made by Burlington Electric prior to the November 20, 2023 City Council vote approving the District Energy Resolution, which calls for the studies that you are now considering. This information compels the City to now require what should have been done before the November 20, 2023 vote- an assessment of whether McNeil should continue to operate or should be replaced with alternative sources of power.

Burlington Electric claims that "by operating McNeil and maintaining its 100% renewable portfolio," BED achieves "savings and avoided costs," which do not appear in the plant's financial statements." <https://www.burlingtonelectric.com/wp-content/uploads/McNeil-Economics-QA-2023-08-31.pdf> However, Burlington Electric has never made public a full accounting of these alleged savings. Further, as I explained in my recent submission to the TEUC and the Burlington Electric Commission, any such savings attributable to McNeil do not appear to fully offset McNeil's losses to BED and McNeil is expensive compared to other power sources. See <https://burlingtonvt.portal.civicclerk.com/event/7368/files/agenda/11668> (Comment Letter at Pages 105-106 and Exhibits at Pages 48-51, 77, 88, 93, 100 & 107).

Given McNeil's financial record, a feasibility analysis of whether McNeil should continue to operate or should be replaced with alternative power sources should be conducted before the City



invests in either of the contemplated studies or any non-time-critical improvements at McNeil. I respectfully request that the City Council direct Burlington Electric to conduct the feasibility analysis now and table the two studies until it is completed. If the City Council decides that Burlington Electric should proceed with the two studies, the feasibility analysis should be included as part of the emissions reduction study. The language of the Resolution appears to be broad enough to encompass such a feasibility analysis. The Resolution tasks TEUC to work with the Burlington Electric Light Commission and others “generally to plan for the future of the McNeil Generating Station, including:

Commissioning an analysis under contract with BED . . . [of] the potential means to substantially reduce or eliminate emissions of stack carbon dioxide and other greenhouse gases and other emissions into the atmosphere . . . . The analysis shall also include but not be limited to assessing . . . (6) the scale and types of alternative renewable energy technologies and energy storage that would be needed if McNeil was not in service and Burlington desired to have its community provided with the lowest-carbon emissions renewable power generation that is both reliable and affordable particularly for low and moderate-income ratepayers.”

Resolution Supporting District Energy and Continued Efficiency Improvements at McNeil Generating Station, Page 9, Lines 120-123 – Page 11, Line 150, available at <https://burlingtonvt.portal.civicclerk.com/event/6667/files/attachment/2027>.

To avoid any misunderstandings down the road it would be good to modify the emissions reduction RFP to eliminate any doubt that the analysis must consider whether McNeil should continue to operate or should be replaced by alternative power sources.

The RFP should also be modified to make clear that any analysis of alternatives to McNeil and of alternative fuels with which to repower McNeil must include consideration of non-renewable alternatives as a bridge measure in the event adequate low-carbon, renewable options are not immediately available. Running McNeil on natural gas rather than wood would lower emissions of greenhouse gases and other harmful pollutants. Power from the grid is less expensive and far cleaner, with respect to emissions of both greenhouse gases and other pollutants, than power from McNeil.

Thank you for considering my views and for your service to the City.

Nick Persampieri  
Ward 3





**McNeil Net Income/Loss- FY 2016 – 2024**

|                                    | 4/30/24 <sup>1</sup> | 6/30/23 <sup>2</sup> | 6/30/22 <sup>3</sup> | 6/30/21 <sup>4</sup> | 6/30/20 <sup>5</sup> | 6/30/19 <sup>6</sup> | 6/30/18 <sup>7</sup> | 6/30/17 <sup>8</sup> | 6/30/16 <sup>9</sup> |
|------------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>Revenues</b>                    |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| ISO-NE Mkt. Energy                 | 7,811,768            | 16,409,452           | 19,034,113           | 9,882,523            | 6,161,064            | 9,257,972            | 12,920,069           | 9,456,980            | 9,484,018            |
| ISO-NE Capacity                    | 1,352,322            | 2,413,264            | 3,116,739            | 3,449,390            | 4,353,743            | 5,687,054            | 4,850,966            | 2,048,027            | 2,005,222            |
| Ancillary                          | 23,960               | 24,452               | 24,386               | 24,457               | 24,903               | 16,722               | -                    |                      |                      |
| Total Revenue (Excluding RECs)     | 9,188,050            | 18,847,168           | 22,175,238           | 13,356,370           | 10,539,710           | 14,961,748           | 17,771,035           | 11,505,007           | 11,489,240           |
| REC Revenue                        | 6,315,956            | 7,141,987            | 8,533,615            | 7,887,846            | 7,043,184            | 8,083,161            | 8,656,706            | 10,697,574           | 12,062,600           |
| Total Revenue                      | 15,504,007           | 25,989,155           | 30,708,853           | 21,244,215           | 17,582,894           | 23,044,909           | 26,427,741           | 22,202,581           | 23,551,840           |
|                                    |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| <b>Expenses</b>                    |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| Fuel                               | 13,595,519           | 16,783,173           | 15,139,872           | 15,291,371           | 14,090,574           | 12,895,040           | 15,527,466           | 15,676,576           | 21,305,228           |
| Other                              | 11,704,717           | 11,114,267           | 11,020,199           | 10,917,592           | 9,980,281            | 12,195,336           | 9,533,861            | 10,061,086           | 9,835,621            |
| Total Expenses                     | 25,300,236           | 27,897,440           | 26,160,071           | 26,208,963           | 24,070,855           | 25,090,376           | 25,061,327           | 25,737,662           | 31,140,849           |
| Net Income/ (Loss) Excluding RECs* | (16,112,186)         | (9,050,272)          | (3,984,833)          | (12,852,593)         | (13,531,145)         | (10,128,628)         | (7,290,292)          | (14,232,655)         | (19,651,609)         |
| Net Income /(Loss) Including RECs* | (9,796,229)          | (1,908,285)          | 4,548,782            | (4,964,748)          | (6,487,961)          | (2,045,467)          | 1,366,414            | (3,535,081)          | (7,589,009)          |

\*Net income (loss) figures are before interest/ including depreciation.

<sup>1</sup> Joint Owners Committee Meeting Materials, 9/9/24 Spreadsheet

<sup>2</sup> *Id.*

<sup>3</sup> Joint Owners Committee Meeting Materials 9/11/23 Spreadsheet

<sup>4</sup> McNeil P & L 2022

<sup>5</sup> McNeil P & L June 2020; Joint Owners Minutes 9/15/20

<sup>6</sup> McNeil P & L June 2020; Joint Owners Minutes 9/15/20

<sup>7</sup> McNeil P & L June 2019; Joint Owners Minutes 10/21/19

<sup>8</sup> McNeil P & L, June 2017

<sup>9</sup> *Id.*

**McNeil Generation Station**  
**Revenue/Expense**  
**Fiscal Year 2024 YTD June 30, 2024**  
**Fiscal Year 2023 YTD June 30, 2023**  
**Calendar Years YTD Ended June 30, 2024 and 2023**

|                                                                         | Fiscal Year To Date   |                |                       |                |                     | Calendar Year To Date |                 |                       |                 |                    |
|-------------------------------------------------------------------------|-----------------------|----------------|-----------------------|----------------|---------------------|-----------------------|-----------------|-----------------------|-----------------|--------------------|
|                                                                         | 2024                  |                | 2023                  |                | Inc/(Dec)           | 2024                  |                 | 2023                  |                 | Inc/(Dec)          |
|                                                                         | 30-Jun-24             | Per Unit       | 30-Jun-23             | Per Unit       |                     | 30-Jun-24             |                 | 30-Jun-23             |                 |                    |
| Generation (MWH) - Energy                                               | 180,046               |                | 214,065               |                | (34,019)            | 92,544                |                 | 97,296                |                 | (4,752)            |
| Market Capacity                                                         | 635,000               |                | 633,540               |                |                     | 321,000               |                 | 317,724               |                 |                    |
| Generation (MWH) - Prior CY for RECs                                    | 184,799               |                | 228,980               |                |                     |                       |                 |                       |                 |                    |
| <b>Revenue</b>                                                          |                       |                |                       |                |                     |                       |                 |                       |                 |                    |
| McNeil ISO-NE Market Energy Revenue                                     | \$ 7,811,768          | \$43.39        | \$ 16,409,452         | \$76.66        | (8,597,684)         | \$ 4,170,027          | \$ 45.06        | \$ 5,268,379          | \$ 54.15        | (1,098,352)        |
| McNeil ISO-NE Capacity Energy Revenue                                   | 1,352,322             | \$2.13         | 2,413,264             | \$3.81         | (1,060,942)         | 657,991               | \$ 2.05         | 1,062,076             | \$ 3.34         | (404,085)          |
| McNeil-REC Revenue                                                      | A 6,315,956           | \$34.18        | 7,141,987             | \$31.19        | (826,031)           | 2,708,000             |                 | 3,685,332             |                 | (977,332)          |
| McNeil-Ancillary Revenue                                                | 23,960                |                | 24,452                |                | (491)               | 11,745                |                 | 12,216                |                 | (471)              |
| <b>Total Revenue</b>                                                    | <b>15,504,007</b>     |                | <b>25,989,155</b>     |                | <b>(10,485,148)</b> | <b>7,547,763</b>      |                 | <b>10,028,002</b>     |                 | <b>(2,480,239)</b> |
| <b>Total Fuel</b>                                                       | <b>13,595,519</b>     | <b>\$75.51</b> | <b>16,783,173</b>     | <b>\$78.40</b> | <b>(3,187,654)</b>  | <b>7,018,677</b>      | <b>\$ 75.84</b> | <b>8,029,766</b>      | <b>\$ 82.53</b> | <b>(1,011,089)</b> |
| <b>Revenue Available to Cover Other Expenses</b>                        | <b>\$ 1,908,488</b>   |                | <b>\$ 9,205,982</b>   |                | <b>(7,297,494)</b>  | <b>\$ 529,086</b>     |                 | <b>\$ 1,998,236</b>   |                 | <b>(1,469,151)</b> |
| <b>Other Expenses</b>                                                   |                       |                |                       |                |                     |                       |                 |                       |                 |                    |
| Operations                                                              | 3,947,812             |                | 3,952,532             |                | (4,720)             | 2,069,356             |                 | 1,987,664             |                 | 81,692             |
| Maintenance                                                             | 1,943,792             |                | 2,007,675             |                | (63,883)            | 928,592               |                 | 1,186,631             |                 | (258,039)          |
| Transmission                                                            | 65,538                |                | 69,940                |                | (4,402)             | 32,808                |                 | 34,082                |                 | (1,274)            |
| Administrative and General                                              | 2,080,797             |                | 1,924,357             |                | 156,440             | 1,105,438             |                 | 969,354               |                 | 136,084            |
| Taxes                                                                   | 1,656,398             |                | 1,577,954             |                | 78,444              | 830,477               |                 | 787,387               |                 | 43,090             |
| Loss on disposal of equipment                                           | 383,749               |                | -                     |                | 383,749             | 383,749               |                 | -                     |                 | 383,749            |
| Other and interest income                                               | (107,893)             |                | (85,642)              |                | (22,251)            | (55,224)              |                 | (46,202)              |                 | (9,022)            |
| Depreciation                                                            | 1,734,524             |                | 1,667,452             |                | 67,072              | 886,582               |                 | 849,896               |                 | 36,686             |
| <b>Total Other Expenses</b>                                             | <b>11,704,717</b>     |                | <b>11,114,267</b>     |                | <b>590,450</b>      | <b>6,181,778</b>      |                 | <b>5,768,812</b>      |                 | <b>412,966</b>     |
| <b>Net Income/(Loss) Before Interest Expense</b>                        | <b>\$ (9,796,229)</b> |                | <b>\$ (1,908,285)</b> |                | <b>(7,887,944)</b>  | <b>\$ (5,652,692)</b> |                 | <b>\$ (3,770,575)</b> |                 | <b>(1,882,117)</b> |
| <b>Net Income/(Loss) Before Interest Expense excluding depreciation</b> | <b>\$ (8,061,705)</b> |                | <b>\$ (240,833)</b>   |                |                     | <b>\$ (4,766,110)</b> |                 | <b>\$ (2,920,679)</b> |                 |                    |

**Notes**

BED recognizes REC Revenue when received (CY17 Generation = FY18 RECS).

BED does not have complete information on Joint Owners REC sales-Total REC sales assumed to be at same average revenue/REC as BED.

Each owner records depreciation expense based on the total costs of its investment in the Station, its depreciation method, and its useful life for rate-making purposes.  
 BED assumed 100% depreciation to be double the amount BED recorded for the periods above as depreciation for its 50% ownership share.

The McNeil Generating Station produced a total of 180,046 and 214,065 net MWH in fiscal year YTD 2024 and 2023 respectively.  
 In fiscal year 2024, the Station produced 34,019 MWH less than that in fiscal year 2023.  
 The McNeil Station produced 92,544 net MWH for calendar year YTD 2024 and 97,296 MWH for calendar year YTD 2023.  
 The Station produced 4,752 MWH less in calendar year 2024.



**McNeil Generation Station**  
**Revenue/Expense**  
**Fiscal Year 2023 YTD June 30, 2023**  
**Fiscal Year 2022 YTD June 30, 2022**  
**Calendar Years YTD Ended June 30, 2023 and 2022**

|                                                                         | Fiscal Year To Date   |                |                      |                |                    | Calendar Year To Date |                 |                      |                 |                    |
|-------------------------------------------------------------------------|-----------------------|----------------|----------------------|----------------|--------------------|-----------------------|-----------------|----------------------|-----------------|--------------------|
|                                                                         | 2023                  |                | 2022                 |                | Inc/(Dec)          | 2023                  |                 | 2022                 |                 | Inc/(Dec)          |
|                                                                         | 30-Jun-23             | Per Unit       | 30-Jun-22            | Per Unit       |                    | 30-Jun-23             | 30-Jun-22       | 30-Jun-22            | 30-Jun-22       |                    |
| Generation (MWH) - Energy                                               | 214,065               |                | 243,390              |                | (29,325)           | 97,296                | 112,212         |                      |                 | (14,916)           |
| Market Capacity                                                         | 633,540               |                | 633,540              |                |                    | 317,724               | 317,724         |                      |                 |                    |
| Generation (MWH) - Prior CY for RECs                                    | 228,980               |                | 273,353              |                |                    |                       |                 |                      |                 |                    |
| <b>Revenue</b>                                                          |                       |                |                      |                |                    |                       |                 |                      |                 |                    |
| McNeil ISO-NE Market Energy Revenue                                     | \$ 16,409,452         | \$76.66        | \$ 19,034,113        | \$78.20        | (2,624,662)        | \$ 5,268,379          | \$ 54.15        | \$ 12,271,120        | \$ 109.36       | (7,002,741)        |
| McNeil ISO-NE Capacity Energy Revenue                                   | 2,413,264             | \$3.81         | 3,116,739            | \$4.92         | (703,476)          | 1,062,076             | \$ 3.34         | 1,524,690            | \$ 4.80         | (462,613)          |
| McNeil-REC Revenue                                                      | 7,141,987             | \$31.19        | 8,533,615            | \$31.22        | (1,391,628)        | 3,685,332             |                 | 3,712,633            |                 | (27,302)           |
| McNeil-Ancillary Revenue                                                | 24,452                |                | 24,386               |                | 66                 | 12,216                |                 | 12,236               |                 | (20)               |
| <b>Total Revenue</b>                                                    | <b>25,989,155</b>     |                | <b>30,708,853</b>    |                | <b>(4,719,699)</b> | <b>10,028,002</b>     |                 | <b>17,520,678</b>    |                 | <b>(7,492,676)</b> |
| <b>Total Fuel</b>                                                       | <b>16,783,173</b>     | <b>\$78.40</b> | <b>15,139,872</b>    | <b>\$62.20</b> | <b>1,643,301</b>   | <b>8,029,766</b>      | <b>\$ 82.53</b> | <b>7,261,459</b>     | <b>\$ 64.71</b> | <b>768,307</b>     |
| <b>Revenue Available to Cover Other Expenses</b>                        | <b>\$ 9,205,982</b>   |                | <b>\$ 15,568,982</b> |                | <b>(6,363,000)</b> | <b>\$ 1,998,236</b>   |                 | <b>\$ 10,259,219</b> |                 | <b>(8,260,983)</b> |
| <b>Other Expenses</b>                                                   |                       |                |                      |                |                    |                       |                 |                      |                 |                    |
| Operations                                                              | 3,952,532             |                | 3,852,410            |                | 100,122            | 1,987,664             |                 | 2,085,045            |                 | (97,381)           |
| Maintenance                                                             | 2,007,675             |                | 1,950,027            |                | 57,648             | 1,186,631             |                 | 1,423,743            |                 | (237,112)          |
| Transmission                                                            | 69,940                |                | 93,454               |                | (23,513)           | 34,082                |                 | 54,125               |                 | (20,044)           |
| Administrative and General                                              | 1,924,357             |                | 1,793,846            |                | 130,510            | 969,354               |                 | 960,775              |                 | 8,579              |
| Taxes                                                                   | 1,577,954             |                | 1,634,786            |                | (56,832)           | 787,387               |                 | 818,688              |                 | (31,301)           |
| Loss on disposal of equipment                                           | -                     |                | 126,186              |                | (126,186)          | -                     |                 | -                    |                 | -                  |
| Other and interest income                                               | (85,642)              |                | (63,656)             |                | (21,986)           | (46,202)              |                 | (30,913)             |                 | (15,289)           |
| Depreciation                                                            | 1,667,452             |                | 1,633,146            |                | 34,306             | 849,896               |                 | 817,940              |                 | 31,956             |
|                                                                         | -                     |                | -                    |                | -                  | -                     |                 | -                    |                 | -                  |
| <b>Total Other Expenses</b>                                             | <b>11,114,267</b>     |                | <b>11,020,199</b>    |                | <b>94,068</b>      | <b>5,768,812</b>      |                 | <b>6,129,403</b>     |                 | <b>(360,591)</b>   |
| <b>Net Income/(Loss) Before Interest Expense</b>                        | <b>\$ (1,908,285)</b> |                | <b>\$ 4,548,783</b>  |                | <b>(6,457,068)</b> | <b>\$ (3,770,575)</b> |                 | <b>\$ 4,129,816</b>  |                 | <b>(7,900,392)</b> |
| <b>Net Income/(Loss) Before Interest Expense excluding depreciation</b> | <b>\$ (240,833)</b>   |                | <b>\$ 6,181,929</b>  |                |                    | <b>\$ (2,920,679)</b> |                 | <b>\$ 4,947,756</b>  |                 |                    |

**Notes**

BED recognizes REC Revenue when received (CY17 Generation = FY18 RECS).

BED does not have complete information on Joint Owners REC sales. Total REC sales assumed to be at same average revenue/REC as BED.

Each owner records depreciation expense based on the total costs of its investment in the Station, its depreciation method, and its useful life for rate-making purposes.  
 BED assumed 100% depreciation to be double the amount BED recorded for the periods above as depreciation for its 50% ownership share.

The McNeil Generating Station produced a total of 214,065 and 243,390 net MWH in fiscal year YTD 2023 and 2022 respectively.

In fiscal year 2023, the Station produced 29,325 MWH less than that in fiscal year 2022.

The McNeil Station produced 97,296 net MWH for calendar year YTD 2023 and 112,212 MWH for calendar year YTD 2022.

The Station produced 14,916 MWH less in calendar year 2023.

**McNeil Generation Station**  
**Revenue/Expense**  
Fiscal Year 2022 YTD June 30, 2022  
Fiscal Year 2021 YTD June 30, 2021  
Calendar Years YTD Ended June 30, 2022 and 2021

|                                                                         | Fiscal Year To Date  |                |                       |                |                     | Calendar Year To Date |                 |                       |                 |                  |
|-------------------------------------------------------------------------|----------------------|----------------|-----------------------|----------------|---------------------|-----------------------|-----------------|-----------------------|-----------------|------------------|
|                                                                         | 2022                 |                | 2021                  |                |                     | 2022                  | 2021            |                       |                 |                  |
|                                                                         | 30-Jun-22            | Per Unit       | 30-Jun-21             | Per Unit       | Inc/(Dec)           | 30-Jun-22             | 30-Jun-21       |                       | Inc/(Dec)       |                  |
| Generation (MWH) - Energy                                               | 243,390              |                | 270,338               |                | (26,948)            | 112,212               | 142,177         |                       | (29,965)        |                  |
| Market Capacity                                                         | 633,540              |                | 633,145               |                | 395                 | 317,724               | 318,000         |                       | (276)           |                  |
| Generation (MWH) - Prior CY for RECs                                    | 273,353              |                | 229,725               |                | 43,628              |                       |                 |                       |                 |                  |
| <b>Revenue</b>                                                          |                      |                |                       |                |                     |                       |                 |                       |                 |                  |
| McNeil ISO-NE Market Energy Revenue                                     | \$ 19,034,113        | \$78.20        | \$ 9,882,523          | \$36.56        | 9,151,591           | \$ 12,271,120         | \$ 109.36       | \$ 6,186,361          | \$ 43.51        | 6,084,758        |
| McNeil ISO-NE Capacity Energy Revenue                                   | 3,116,739            | \$4.92         | 3,449,390             | \$5.45         | (332,651)           | 1,524,690             | \$ 4.80         | 1,642,176             | \$ 5.16         | (117,486)        |
| McNeil-REC Revenue                                                      | 8,826,569            | \$32.29        | 7,887,846             | \$34.34        | 938,724             | 4,235,636             |                 | 3,831,043             |                 | 404,593          |
| McNeil-Ancillary Revenue                                                | 24,386               |                | 24,457                |                | (71)                | 12,236                |                 | 12,150                |                 | 87               |
| <b>Total Revenue</b>                                                    | <b>31,001,808</b>    |                | <b>21,244,215</b>     |                | <b>9,757,592</b>    | <b>18,043,681</b>     |                 | <b>11,671,730</b>     |                 | <b>6,371,951</b> |
| <b>Total Fuel</b>                                                       | <b>15,139,872</b>    | <b>\$62.20</b> | <b>15,291,371</b>     | <b>\$56.56</b> | <b>(151,500)</b>    | <b>7,261,459</b>      | <b>\$ 64.71</b> | <b>7,607,945</b>      | <b>\$ 53.51</b> | <b>(346,486)</b> |
| <b>Revenue Available to Cover Other Expenses</b>                        | <b>\$ 15,861,936</b> |                | <b>\$ 5,952,844</b>   |                | <b>9,909,092</b>    | <b>\$ 10,782,222</b>  |                 | <b>\$ 4,063,785</b>   |                 | <b>6,718,438</b> |
| <b>Other Expenses</b>                                                   |                      |                |                       |                |                     |                       |                 |                       |                 |                  |
| Operations                                                              | 3,852,410            |                | 3,329,455             |                | 522,954             | 2,085,046             |                 | 1,697,463             |                 | 387,583          |
| Maintenance                                                             | 1,950,027            |                | 1,848,770             |                | 101,257             | 1,423,741             |                 | 855,910               |                 | 567,831          |
| Transmission                                                            | 93,454               |                | 100,299               |                | (6,845)             | 54,125                |                 | 57,751                |                 | (3,626)          |
| Administrative and General                                              | 1,794,266            |                | 1,603,856             |                | 190,410             | 961,194               |                 | 815,751               |                 | 145,443          |
| Taxes                                                                   | 1,634,786            |                | 1,480,916             |                | 153,869             | 818,688               |                 | 745,479               |                 | 73,209           |
| Loss on disposal of equipment                                           | 126,186              |                | 995,565               |                | (869,379)           | -                     |                 | 995,565               |                 | (995,565)        |
| Other and Interest income                                               | (63,656)             |                | (63,546)              |                | (110)               | (30,636)              |                 | (31,222)              |                 | 586              |
| Depreciation                                                            | 1,633,146            |                | 1,618,604             |                | 14,542              | 817,940               |                 | 824,773               |                 | (6,833)          |
| COVID-19-related Expenses                                               | -                    |                | 3,673                 |                | (3,673)             | -                     |                 | (36,961)              |                 | 36,961           |
| <b>Total Other Expenses</b>                                             | <b>11,020,618</b>    |                | <b>10,917,592</b>     |                | <b>103,027</b>      | <b>6,130,098</b>      |                 | <b>5,924,509</b>      |                 | <b>205,589</b>   |
| <b>Net Income/(Loss) Before Interest Expense</b>                        | <b>\$ 4,841,317</b>  |                | <b>\$ (4,964,748)</b> |                | <b>9,806,065</b>    | <b>\$ 4,652,124</b>   |                 | <b>\$ (1,860,725)</b> |                 | <b>6,512,849</b> |
| <b>Net Income/(Loss) Before Interest Expense excluding depreciation</b> | <b>\$ 6,474,463</b>  |                | <b>\$ (3,346,144)</b> |                | <b>\$ 5,470,064</b> | <b>\$ (1,035,951)</b> |                 |                       |                 |                  |

**Notes**

BED recognizes REC Revenue when received (CY17 Generation = FY18 RECS).

BED does not have complete information on Joint Owners REC sales-Total REC sales assumed to be at same average revenue/REC as BED.

Each owner records depreciation expense based on the total costs of its investment in the Station, its depreciation method, and its useful life for rate-making purposes.  
BED assumed 100% depreciation to be double the amount BED recorded for the periods above as depreciation for its 50% ownership share.

The McNeil Generating Station produced a total of 243,390 and 270,338 net MWH in fiscal year YTD 2022 and 2021 respectively.  
In fiscal year 2022, the Station produced 26,948 MWH less than that in fiscal year 2021.  
The McNeil Station produced 112,212 net MWH for calendar year YTD 2022 and 142,177 MWH for calendar year YTD 2021.  
The Station produced 29,965 MWH less in calendar year 2022.

**McNeil Generation Station**  
**Revenue/Expense**  
Fiscal Year 2020 YTD June 30, 2020  
Fiscal Year 2019 YTD June 30, 2019  
Calendar Years YTD Ended June 30, 2020 and 2019

|                                           | Fiscal Year To Date |             |           |          |             | Calendar Year To Date |             |           |             |    |             |             |
|-------------------------------------------|---------------------|-------------|-----------|----------|-------------|-----------------------|-------------|-----------|-------------|----|-------------|-------------|
|                                           | 2020                |             | 2019      |          | Inc/(Dec)   | 2020                  |             | 2019      |             |    |             |             |
|                                           | 30-Jun-20           | Per Unit    | 30-Jun-19 | Per Unit |             | 30-Jun-20             | 30-Jun-19   | Inc/(Dec) |             |    |             |             |
| Market Capacity                           |                     |             |           |          |             |                       |             |           |             |    |             |             |
| Generation (MWH) - Prior CY for RECs      |                     |             |           |          |             |                       |             |           |             |    |             |             |
| Generation (MWH) - Energy                 |                     |             |           |          |             |                       |             |           |             |    |             |             |
| Revenue                                   |                     |             |           |          |             |                       |             |           |             |    |             |             |
| McNeil ISO-NE Market Energy Revenue       | \$                  | 6,161,064   | \$25.74   | \$       | 9,257,972   | \$43.47               | (3,096,908) | \$        | 2,100,910   | \$ | 3,860,951   | (1,760,041) |
| McNeil ISO-NE Capacity Energy Revenue     |                     | 4,353,743   | \$6.98    |          | 5,687,054   | \$9.11                | (1,333,312) |           | 2,135,566   |    | 2,725,981   | (590,415)   |
| McNeil-REC Revenue                        |                     | 7,043,184   | \$30.99   |          | 8,083,161   | \$32.92               | (1,039,977) |           | 3,801,870   |    | 3,135,576   | 666,294     |
| McNeil-Ancillary Revenue                  |                     | 24,903      |           |          | 16,722      |                       | 8,182       |           | 12,307      |    | 12,596      | (289)       |
| Total Revenue                             |                     | 17,582,894  |           |          | 23,044,909  |                       | (5,462,015) |           | 8,050,653   |    | 9,735,104   | (1,684,450) |
| Total Fuel                                |                     | 14,090,574  | \$58.88   |          | 12,895,040  | \$60.55               | 1,195,534   |           | 6,070,226   |    | 5,394,883   | 675,342     |
| Revenue Available to Cover Other Expenses | \$                  | 3,492,320   |           | \$       | 10,149,869  |                       | (6,657,549) | \$        | 1,980,428   | \$ | 4,340,220   | (2,359,793) |
| Other Expenses                            |                     |             |           |          |             |                       |             |           |             |    |             |             |
| Operations                                |                     | 3,164,745   |           |          | 3,313,947   |                       | (149,202)   |           | 1,611,749   |    | 1,628,172   | (16,423)    |
| Maintenance                               |                     | 1,456,331   |           |          | 4,348,501   |                       | (2,892,170) |           | 678,954     |    | 3,801,034   | (3,122,080) |
| Transmission                              |                     | 66,424      |           |          | 91,318      |                       | (24,894)    |           | 37,234      |    | 60,808      | (23,574)    |
| Administrative and General                |                     | 1,315,696   |           |          | 1,415,465   |                       | (99,768)    |           | 689,776     |    | 701,443     | (11,667)    |
| Taxes                                     |                     | 1,407,189   |           |          | 1,352,551   |                       | 54,638      |           | 703,148     |    | 675,311     | 27,837      |
| Loss on disposal of equipment             |                     | 1,034,820   |           |          | 163,430     |                       | 871,390     |           | 850,893     |    | -           | 850,893     |
| Other and interest income                 |                     | (56,953)    |           |          | (63,020)    |                       | 6,067       |           | (24,527)    |    | (31,294)    | 6,767       |
| Depreciation                              |                     | 1,588,551   |           |          | 1,573,144   |                       | 15,408      |           | 793,585     |    | 795,143     | (1,558)     |
| COVID-19-related Expenses                 |                     | 3,476       |           |          | -           |                       | 3,476       |           | 3,476       |    | -           | 3,476       |
| Total Other Expenses                      |                     | 9,980,281   |           |          | 12,195,336  |                       | (2,215,055) |           | 5,344,288   |    | 7,630,618   | (2,286,330) |
| Net Income/(Loss) Before Interest Expense | \$                  | (6,487,961) |           | \$       | (2,045,467) |                       | (4,442,494) | \$        | (3,363,861) | \$ | (3,290,397) | (73,463)    |
| Net Income/(Loss) Before Interest Expense | \$                  | (4,899,410) |           | \$       | (472,323)   |                       |             | \$        | (2,570,275) | \$ | (2,495,254) |             |

**Notes**

BED recognizes REC Revenue when received (CY17 Generation = FY18 RECS).

BED does not have complete information on Joint Owners REC sales-Total REC sales assumed to be at same average revenue/REC as BED.

Each owner records depreciation expense based on the total costs of its investment in the Station, its depreciation method, and its useful life for rate-making purposes.  
BED assumed 100% depreciation to be double the amount BED recorded for the periods above as depreciation for its 50% ownership share.

The McNeil Generating Station produced a total of 239,330 and 212,976 net MWH in fiscal year YTD 2020 and 2019 respectively.  
In fiscal year 2020, the Station produced 26,354 MWH more than that in fiscal year 2019.  
The McNeil Station produced 101,564 net MWH for calendar year YTD 2020 and 89,481 MWH for calendar year YTD 2019.  
The Station produced 12,083 MWH more in calendar year 2020.

**McNeil Generation Station**  
**Revenue/Expense**  
**Fiscal Year 2019 YTD June 30, 2019**  
**Fiscal Year 2018 YTD June 30, 2018**  
**Calendar Years YTD Ended June 30, 2019 and 2018**

|                                                                  | Fiscal Year To Date  |                    |                    | Calendar Year To Date |                    |                    |
|------------------------------------------------------------------|----------------------|--------------------|--------------------|-----------------------|--------------------|--------------------|
|                                                                  | 2019                 | 2018               |                    | 2019                  | 2018               |                    |
|                                                                  | 30-Jun-19            | 30-Jun-18          | Inc/(Dec)          | 30-Jun-19             | 30-Jun-18          | Inc/(Dec)          |
| <b>Revenue</b>                                                   |                      |                    |                    |                       |                    |                    |
| McNeil ISO-NE Market Energy Revenue                              | 9,257,972            | 12,920,069         | (3,662,096)        | 3,860,951             | 7,252,764          | (3,391,813)        |
| McNeil ISO-NE Capacity Energy Revenue                            | 5,687,719            | 4,850,966          | 836,753            | 2,725,991             | 2,467,893          | 258,098            |
| McNeil-REC Revenue                                               | 8,083,161            | 8,656,706          | (573,545)          | 3,135,576             | 3,597,297          | (461,721)          |
| McNeil-Ancillary Revenue                                         | 16,722               | -                  | 16,722             | 12,596                | -                  | 12,596             |
| <b>Total Revenue</b>                                             | <b>23,045,574</b>    | <b>26,427,741</b>  | <b>(3,382,167)</b> | <b>9,735,114</b>      | <b>13,317,954</b>  | <b>(3,582,840)</b> |
| <b>Total Fuel</b>                                                | <b>12,895,040</b>    | <b>15,527,466</b>  | <b>(2,632,426)</b> | <b>5,394,883</b>      | <b>7,628,271</b>   | <b>(2,233,388)</b> |
| <b>Revenue Available to Cover Other Expenses</b>                 | <b>10,150,534</b>    | <b>10,900,275</b>  | <b>(749,741)</b>   | <b>4,340,231</b>      | <b>5,689,683</b>   | <b>(1,349,452)</b> |
| <b>Other Expenses</b>                                            |                      |                    |                    |                       |                    |                    |
| Operations                                                       | 3,313,947            | 3,277,526          | 36,421             | 1,628,172             | 1,725,439          | (97,267)           |
| Maintenance                                                      | 4,244,798            | 1,705,756          | 2,539,042          | 3,728,059             | 818,282            | 2,909,777          |
| Transmission                                                     | 70,615               | 61,309             | 9,307              | 40,105                | 36,130             | 3,975              |
| Administrative and General                                       | 1,415,465            | 1,308,095          | 107,369            | 701,443               | 664,335            | 37,108             |
| Taxes                                                            | 1,352,551            | 1,280,604          | 71,947             | 675,311               | 639,747            | 35,564             |
| Loss on sale of equipment                                        | 163,430              | 301,471            | (138,041)          | -                     | 67,133             | (67,133)           |
| Other and interest income                                        | (63,020)             | (65,583)           | 2,564              | (31,294)              | (34,587)           | 3,293              |
| Depreciation                                                     | 1,573,144            | 1,664,682          | (91,539)           | 795,143               | 772,821            | 22,323             |
| <b>Total Other Expenses</b>                                      | <b>12,070,930</b>    | <b>9,533,861</b>   | <b>2,537,069</b>   | <b>7,536,939</b>      | <b>4,689,300</b>   | <b>2,847,640</b>   |
| <b>Net Income/(Loss) Before Interest Expense</b>                 | <b>(\$1,920,396)</b> | <b>\$1,366,414</b> | <b>(3,286,810)</b> | <b>(\$3,196,709)</b>  | <b>\$1,000,383</b> | <b>(4,197,092)</b> |
| Net Income/(Loss) Before Interest Expense excluding depreciation | (\$347,252)          | \$3,031,097        |                    | (\$2,401,565)         | \$1,773,204        |                    |

**Notes**

BED recognizes REC Revenue when received (CY17 Generation = FY18 RECS).

BED does not have complete information on Joint Owners REC sales-Total REC sales assumed to be at same average revenue/REC as BED.

Each owner records depreciation expense based on the total costs of its investment in the Station, its depreciation method, and its useful life for rate-making purposes.  
 BED assumed 100% depreciation to be double the amount BED recorded for the periods above as depreciation for its 50% ownership share.

The McNeil Generating Station produced a total of 212,976 and 264,313 net MWH in fiscal year 2019 and 2018 respectively. In fiscal year 2019, the Station produced 51,337 MWH less than that in fiscal year 2018.  
 The McNeil Station produced 89,481 net MWH for calendar year YTD 2019 and 122,005 MWH for calendar year YTD 2018.  
 The Station produced 32,525 MWH less in calendar year 2019.

McNeil Generation Station  
Revenue/Expense  
For Fiscal Years  
Ended June 30, 2017 and 2016  
Fiscal 2018 YTD October 31, 2017  
Calendar Year 2018 YTD October 31, 2017

|                                                      | Fiscal Year<br><u>2016</u> | Fiscal Year<br><u>2017</u> | FY 2018 YTD<br><u>31-Oct-17</u> | CY 2017 YTD<br><u>31-Oct-17</u> |
|------------------------------------------------------|----------------------------|----------------------------|---------------------------------|---------------------------------|
| <b><u>Revenue</u></b>                                |                            |                            |                                 |                                 |
| McNeil ISO-NE Market Energy Revenue                  | \$9,484,018                | \$9,456,980                | \$3,726,444                     | \$8,247,048                     |
| McNeil ISO-NE Capacity Energy Revenue                | 2,005,222                  | 2,048,027                  | 2,970,365                       | 7,364,775                       |
| McNeil-REC Revenue                                   | <u>12,062,600</u>          | <u>10,697,574</u>          | <u>1,585,795</u>                | <u>2,719,553</u>                |
| <br>Total Revenue                                    | <br>23,551,840             | <br>22,202,581             | <br>8,282,604                   | <br>18,331,376                  |
| <b>Total Fuel</b>                                    | <b><u>21,305,228</u></b>   | <b><u>15,676,576</u></b>   | <b><u>5,848,286</u></b>         | <b><u>13,204,246</u></b>        |
| <br><b>Revenue Available to cover Other Expenses</b> | <br>2,246,612              | <br>6,526,005              | <br>2,434,318                   | <br>5,127,130                   |
| <b><u>Other Expenses</u></b>                         |                            |                            |                                 |                                 |
| Operations                                           | 3,272,142                  | 3,315,595                  | 1,008,143                       | 2,688,551                       |
| Maintenance                                          | 1,831,745                  | 1,552,124                  | 484,986                         | 1,454,700                       |
| Transmission                                         | 110,884                    | 38,590                     | 15,936                          | 36,632                          |
| Administrative and General                           | 1,163,305                  | 1,158,555                  | 413,122                         | 970,104                         |
| Taxes                                                | 1,226,964                  | 1,252,128                  | 426,462                         | 1,051,364                       |
| Loss on sale of equipment                            | 395,944                    | 903,010                    | 0                               | 349,746                         |
| Other and interest income                            | -72,325                    | -90,748                    | -16,913                         | -70,490                         |
| Depreciation                                         | <u>1,906,962</u>           | <u>1,931,832</u>           | <u>640,772</u>                  | <u>1,612,750</u>                |
| <br>Total Other Expenses                             | <br><u>9,835,621</u>       | <br><u>10,061,086</u>      | <br><u>2,972,508</u>            | <br>8,093,357                   |
| <br><b>Net loss (before interest expense)</b>        | <br><u>(\$7,589,009)</u>   | <br><u>(\$3,535,081)</u>   | <br><u>(\$538,190)</u>          | <br><u>(\$2,966,227)</u>        |

**Notes**

BED recognizes REC Revenue when received (CY17 Generation = FY18 RECS).

BED does not have complete information on Joint Owners REC sales-Total REC sales assumed to be at same average revenue/REC as BED.

Each owner records depreciation expense based on the total costs of its investment in the

---

Station, its depreciation method, and its useful life for rate-making purposes. BED assumed 100% depreciation to be double the amount BED recorded for the periods above as depreciation for its 50% ownership share.

Resolution Relating to

CONGRATULATING THE BURLINGTON AMERICAN 10-TO-12 YEAR-OLD LITTLE LEAGUE BASEBALL ALL-STARS FOR THEIR VERMONT STATE CHAMPIONSHIP AND PROCLAIMING JULY 27, 2025 “B.A. ALL THE WAY DAY”

RESOLUTION\_\_\_\_\_

Sponsor(s): Councilor Traverse  
Introduced: \_\_\_\_\_  
Referred to: \_\_\_\_\_  
Action: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signed by Mayor: \_\_\_\_\_

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, on July 27, 2024, the Burlington American 10-to-12 year-old Little League Baseball All-Stars won the Vermont State Championship by defeating Essex Town 9-7; and

WHEREAS, this was Burlington American’s first State Championship since 1971 and the first time a Little League team representing Burlington won the State Championship since 1992; and

WHEREAS, to reach the State Championship, Burlington American won the local District I Championship, its first District I title since 2004, by besting Champlain Valley 6-4 on July 13, 2024; and

WHEREAS, after winning the State Championship, Burlington American advanced to proudly represent Vermont in the New England Regional Tournament;

NOW, THEREFORE, BE IT RESOLVED that the City Council and Mayor of Burlington applaud the Burlington American 10-to-12 Year-Old All-Stars for their historic achievement and congratulate the players and coaches who represented this outstanding team:

- |                       |                            |
|-----------------------|----------------------------|
| James Agnew #12       | Justin Heilenbach, Manager |
| Devon Bolton # 11     | Tim Loescher, Coach        |
| Parker Hagan #13      | Mike O'Sullivan, Coach     |
| Finch Heilenbach #27  | Chad Nichols, Coach        |
| Illo Heilenbach #1    | Rich Price, Coach          |
| John Loescher #10     |                            |
| Calvin MacHarg #19    |                            |
| Emery Nichols #15     |                            |
| Owen O'Sullivan #5    |                            |
| Wesley Price #7       |                            |
| Felix Rubinchuk #9    |                            |
| Matthew Weinberger #8 |                            |

BE IT FURTHER RESOLVED that in commemoration of the one-year anniversary of their historic achievement, the Mayor shall issue a proclamation declaring July 27, 2025 “B.A. All the Way Day.”

BT/Resolutions 2024/Congratulating The Burlington American 10-To-12 Year-Old Little League Baseball All-Stars For Their Vermont State Championship And Proclaiming July 27, 2025 “B.A. All The Way Day”  
September 9, 2024

Resolution Relating to

CONGRATULATING THE BURLINGTON AMERICAN 10-TO-12 YEAR-OLD LITTLE LEAGUE BASEBALL ALL-STARS FOR THEIR VERMONT STATE CHAMPIONSHIP AND PROCLAIMING JULY 27, 2025 “B.A. ALL THE WAY DAY”

RESOLUTION 6.1

Sponsor(s): Councilor Traverse  
Introduced: 09/09/24  
Referred to: \_\_\_\_\_  
Action: adopted  
Date: 09/09/24  
Signed by Mayor: 09/10/24

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, on July 27, 2024, the Burlington American 10-to-12 year-old Little League Baseball All-Stars won the Vermont State Championship by defeating Essex Town 9-7; and

WHEREAS, this was Burlington American’s first State Championship since 1971 and the first time a Little League team representing Burlington won the State Championship since 1992; and

WHEREAS, to reach the State Championship, Burlington American won the local District I Championship, its first District I title since 2004, by besting Champlain Valley 6-4 on July 13, 2024; and

WHEREAS, after winning the State Championship, Burlington American advanced to proudly represent Vermont in the New England Regional Tournament;

NOW, THEREFORE, BE IT RESOLVED that the City Council and Mayor of Burlington applaud the Burlington American 10-to-12 Year-Old All-Stars for their historic achievement and congratulate the players and coaches who represented this outstanding team:

- |                       |                            |
|-----------------------|----------------------------|
| James Agnew #12       | Justin Heilenbach, Manager |
| Devon Bolton # 11     | Tim Loescher, Coach        |
| Parker Hagan #13      | Mike O'Sullivan, Coach     |
| Finch Heilenbach #27  | Chad Nichols, Coach        |
| Illo Heilenbach #1    | Rich Price, Coach          |
| John Loescher #10     |                            |
| Calvin MacHarg #19    |                            |
| Emery Nichols #15     |                            |
| Owen O'Sullivan #5    |                            |
| Wesley Price #7       |                            |
| Felix Rubinchuk #9    |                            |
| Matthew Weinberger #8 |                            |

BE IT FURTHER RESOLVED that in commemoration of the one-year anniversary of their historic achievement, the Mayor shall issue a proclamation declaring July 27, 2025 “B.A. All the Way Day.”

BT/Resolutions 2024/Congratulating The Burlington American 10-To-12 Year-Old Little League Baseball All-Stars For Their Vermont State Championship And Proclaiming July 27, 2025 “B.A. All The Way Day”  
September 9, 2024



\* \* \* \* \*

DISTRIBUTION:

I hereby certify that this resolution  
has been sent to the following  
department(s) on

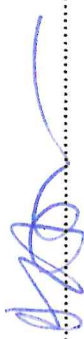
ORIGINAL

RESOLUTION RELATING TO

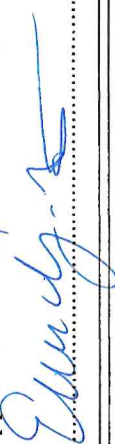
Congratulating The Burlington American 10-to-12 Year-Old Little League Baseball,  
All-Stars For Their Vermont State Championship And Proclaiming July 27, 2025  
"B.A..All..The..Way..Day".....

Adopted by the City Council

....., 20.....

..... Clerk

Approved..... Sept 1<sup>st</sup>....., 20 24.....

..... Mayor

Attest:

Vol. .... Page .....

\* \* \* \* \*

Resolution Relating to

HONORING THE SERVICE OF REPRESENTATIVE CURT MCCORMACK

RESOLUTION\_\_\_\_\_

Sponsor(s): Councilors Bergman, Traverse  
Introduced: \_\_\_\_\_  
Referred to: \_\_\_\_\_  
Action: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signed by Mayor: \_\_\_\_\_

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, Curt McCormack has provided a lifetime of service to the City of Burlington, the State of Vermont and the United States of America. Throughout his career he served as the Vermont Bicycle/Pedestrian Coordinator, Vermont Low Income Advocacy Council Advocate, Director of Advocacy Vermont Public Interest Research Group and was a Peace Corps volunteer; and

WHEREAS, Curt McCormack served in the Vermont legislature representing Rutland from 1983-1996 and then Burlington’s Old North End from 2013-2022, a combined 22 years in the legislature. He chaired the Committee on Natural Resources and Energy for five years in the 1990's and the Joint House/Senate Energy Committee. He also served as the Chair of the House Transportation Committee from 2019-2020; and

WHEREAS, Curt McCormack has an incredible legislative track record. He was the sponsor of Act 78, Vermont's comprehensive solid waste law and the first-in-the-nation 1989 law that regulated Chlorofluorocarbons (CFCs), the creation of the Ethan Allen Express Amtrak train service, and more recently ensured the annual transportation bill had impactful climate initiatives in it. In fact, Curt may be the first legislator to serve as the Chair of Transportation not to own a car; and

WHEREAS, Curt McCormack has a strong commitment to fighting climate change and used any opportunity he could to make a difference from serving as Vice Chair of the National Conference of State Legislatures (NCSL) Environment Committee, a member of NCSL High Level Radioactive Waste Repository Task Force, Co-Chair of the New England Recycling Council, House of Representatives appointee to the Vermont Low-Level Radioactive Waste Commission, Vice Chair Vermont Rail Council; and

NOW, THEREFORE, BE IT RESOLVED that the City of Burlington honors and thanks Curt McCormack for his legacy fighting for the environment and service to our community.

Resolution Relating to

HONORING THE SERVICE OF REPRESENTATIVE CURT MCCORMACK

RESOLUTION 6.2

Sponsor(s): Councilors Bergman, Traverse  
Introduced: 09/09/24  
Referred to:  
Action: adopted  
Date: 09/09/24  
Signed by Mayor: 09/10/24

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....  
Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, Curt McCormack has provided a lifetime of service to the City of Burlington, the State of Vermont and the United States of America. Throughout his career he served as the Vermont Bicycle/Pedestrian Coordinator, Vermont Low Income Advocacy Council Advocate, Director of Advocacy Vermont Public Interest Research Group and was a Peace Corps volunteer; and

WHEREAS, Curt McCormack served in the Vermont legislature representing Rutland from 1983-1996 and then Burlington’s Old North End from 2013-2022, a combined 22 years in the legislature. He chaired the Committee on Natural Resources and Energy for five years in the 1990's and the Joint House/Senate Energy Committee. He also served as the Chair of the House Transportation Committee from 2019-2020; and

WHEREAS, Curt McCormack has an incredible legislative track record. He was the sponsor of Act 78, Vermont's comprehensive solid waste law and the first-in-the-nation 1989 law that regulated Chlorofluorocarbons (CFCs), the creation of the Ethan Allen Express Amtrak train service, and more recently ensured the annual transportation bill had impactful climate initiatives in it. In fact, Curt may be the first legislator to serve as the Chair of Transportation not to own a car; and

WHEREAS, Curt McCormack has a strong commitment to fighting climate change and used any opportunity he could to make a difference from serving as Vice Chair of the National Conference of State Legislatures (NCSL) Environment Committee, a member of NCSL High Level Radioactive Waste Repository Task Force, Co-Chair of the New England Recycling Council, House of Representatives appointee to the Vermont Low-Level Radioactive Waste Commission, Vice Chair Vermont Rail Council;

NOW, THEREFORE, BE IT RESOLVED that the City of Burlington honors and thanks Curt McCormack for his legacy fighting for the environment and service to our community.

\* \* \* \* \*

**DISTRIBUTION:**

I hereby certify that this resolution  
has been sent to the following  
department(s) on

ORIGINAL

**RESOLUTION RELATING TO**

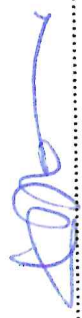
Honoring The Service Of Representative Curt McCormack

.....

.....

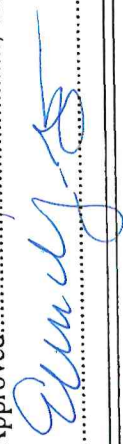
**Adopted by the City Council**

September 9, 2024



Clerk

Approved..... Sept 12, 2024



Mayor

Attest:

Vol. .... Page .....

\* \* \* \* \*

Resolution Relating to

RECOGNIZING AND CELEBRATING THE IMPORTANCE  
OF OLDER WORKERS AND CELEBRATE NATIONAL  
EMPLOY OLDER WORKERS WEEK

RESOLUTION\_\_\_\_\_

Sponsor(s): Councilor Carpenter  
Introduced: \_\_\_\_\_  
Referred to: \_\_\_\_\_  
Action: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signed by Mayor: \_\_\_\_\_

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, the number of workers over the traditional retirement age of 65 is seeing a marked  
2 increase, and Vermont workers tend to remain in the workforce longer and retire later; and  
3 WHEREAS, given Vermont demographic trends and the critical need for workers in all fields, more  
4 focused attention needs to be given to this segment of the workforce to sustain, re-skill, and retain workers in  
5 positive employment situations; and  
6 WHEREAS, employers typically rate older workers high on characteristics such as judgment,  
7 reliability, commitment to quality, attendance, and punctuality; and  
8 WHEREAS, unfortunately, negative stereotypes around aging suggest that as we grow older, we are  
9 less able to contribute to society; and  
10 WHEREAS, working past the age of 65 should be valued, in that for some working past the age of 65  
11 is essential to be able to afford shelter, food, medicine, heat, and cooling, and for others it is an opportunity to  
12 contribute to an economy short of workers at all levels and to find meaning and value in doing work and being  
13 compensated for it; and  
14 WHEREAS, retaining workers after age 65, and taking affirmative actions to recruit older workers,  
15 results in benefits both for individuals and the community; and  
16 WHEREAS, ageism has no place in our communities and is harmful to our workforce; and  
17 WHEREAS, National Employ Older Workers Week is celebrated annually during the last full week of  
18 September; and  
19 WHEREAS, the purpose of National Employ Older Workers Week is to recognize the value of older  
20 workers in the workforce and to raise awareness of their contributions;  
21 NOW, THEREFORE, BE IT RESOLVED that in celebration and recognition of the National Employ  
22 Older Workers Week, Mayor Emma Mulvaney-Stanak is hereby authorized to sign the AARP Employer  
23 Pledge on behalf of the City of Burlington; and

24 BE IT FURTHER RESOLVED that the City of Burlington encourages all Burlington area employers  
25 to recognize and celebrate its workforce, particularly those 60+, and to consider taking the AARP Employer  
26 Pledge; and

27 BE IT FURTHER RESOLVED that the City recognizes those Burlington employers who have already  
28 taken the AARP Employer Pledge, including:

|    |                                 |                                   |
|----|---------------------------------|-----------------------------------|
| 29 | Burlington Business Association | Cathedral Square                  |
| 30 | Champlain Housing Trust         | Chittenden Solid Waste District   |
| 31 | Greater Burlington YMCA         | Heineberg Community Senior Center |
| 32 | Local Motion Inc.               | Marketing Partners Inc            |
| 33 | Simon's Stores                  | The Converse Home; and            |

34 BE IT FURTHER RESOLVED that the City of Burlington also celebrates the work of A4TD, the  
35 Vermont administrator of the federal Senior Community Service Employment Program (SCSEP), which  
36 provides on-the-job skills training to individuals aged 55 or older with limited financial resources in  
37 Burlington and throughout the state.

38

39

40 BP/MG/Resolutions 2024/*Recognizing And Celebrating The Importance Of Older Workers And Celebrate National Employ Older Workers Week*  
41 September 9, 2024

### Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Brian Pine  
 Resolution to Recognize the importance of Older Workers and the AARP Employer  
 Title/Subject: Pledge

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input type="checkbox"/>            | Board of Finance |                               |
| <input checked="" type="checkbox"/> | City Council     | 9/9/2024                      |
| <input type="checkbox"/>            | Concurrent       | Click or tap to enter a date. |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

#### Signoffs Received

| Signoff Needed                                                                                        | Received        | Date Received                 | Note                                    |
|-------------------------------------------------------------------------------------------------------|-----------------|-------------------------------|-----------------------------------------|
| Department Head                                                                                       | Yes             | 9/4/2024                      | Brian Pine                              |
| Mayor's Office informed and approved memo                                                             | Yes             | 9/4/2024                      | Erin Jacobsen – Mayor's Office Informed |
| Board/Commission, if required                                                                         | N/A             | Click or tap to enter a date. | Click or tap here to enter text.        |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | N/A             |                               | Click or tap here to enter text.        |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Choose an item. | 9/4/2024                      | Erik Ramakrishnan                       |
| CAO has reviewed budget, financing, and memo                                                          | N/A             |                               | Click or tap here to enter text.        |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A             | Click or tap to enter a date. | Click or tap here to enter text.        |
| CIO, if an IT-related investment/purchase                                                             | N/A             | Click or tap to enter a date. | Click or tap here to enter text.        |

#### Materials Included

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | No        | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | N/A       | Click or tap here to enter text. |
| Additional Materials, if necessary                     | N/A       | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | Yes       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | Yes       | Sarah Carpenter                  |

**Resolution Relating to**

RECOGNIZING AND CELEBRATING THE IMPORTANCE  
OF OLDER WORKERS AND CELEBRATE NATIONAL  
EMPLOY OLDER WORKERS WEEK

**RESOLUTION 6.3**

Sponsor(s): Councilor Carpenter

Introduced: 09/09/24

Referred to: \_\_\_\_\_

Action: adopted

Date: 09/09/24

Signed by Mayor: 09/10/24

**CITY OF BURLINGTON**

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, the number of workers over the traditional retirement age of 65 is seeing a marked  
2 increase, and Vermont workers tend to remain in the workforce longer and retire later; and

3 WHEREAS, given Vermont demographic trends and the critical need for workers in all fields, more  
4 focused attention needs to be given to this segment of the workforce to sustain, re-skill, and retain workers in  
5 positive employment situations; and

6 WHEREAS, employers typically rate older workers high on characteristics such as judgment,  
7 reliability, commitment to quality, attendance, and punctuality; and

8 WHEREAS, unfortunately, negative stereotypes around aging suggest that as we grow older, we are  
9 less able to contribute to society; and

10 WHEREAS, working past the age of 65 should be valued, in that for some working past the age of 65  
11 is essential to be able to afford shelter, food, medicine, heat, and cooling, and for others it is an opportunity to  
12 contribute to an economy short of workers at all levels and to find meaning and value in doing work and being  
13 compensated for it; and

14 WHEREAS, retaining workers after age 65, and taking affirmative actions to recruit older workers,  
15 results in benefits both for individuals and the community; and

16 WHEREAS, ageism has no place in our communities and is harmful to our workforce; and

17 WHEREAS, National Employ Older Workers Week is celebrated annually during the last full week of  
18 September; and

19 WHEREAS, the purpose of National Employ Older Workers Week is to recognize the value of older  
20 workers in the workforce and to raise awareness of their contributions;

21 NOW, THEREFORE, BE IT RESOLVED that in celebration and recognition of the National Employ  
22 Older Workers Week, Mayor Emma Mulvaney-Stanak is hereby authorized to sign the AARP Employer  
23 Pledge on behalf of the City of Burlington; and



\* \* \* \* \*

**DISTRIBUTION:**

I hereby certify that this resolution  
has been sent to the following  
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....  
.....  
.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. .... Page .....

\* \* \* \* \*

RECOGNIZING AND CELEBRATING THE IMPORTANCE OF OLDER  
WORKERS AND CELEBRATE NATIONAL EMPLOY OLDER WORKERS  
WEEK

BE IT FURTHER RESOLVED that the City of Burlington encourages all Burlington area employers to recognize and celebrate its workforce, particularly those 60+, and to consider taking the AARP Employer Pledge; and

BE IT FURTHER RESOLVED that the City recognizes those Burlington employers who have already taken the AARP Employer Pledge, including:

|                                 |                                   |
|---------------------------------|-----------------------------------|
| Burlington Business Association | Cathedral Square                  |
| Champlain Housing Trust         | Chittenden Solid Waste District   |
| Greater Burlington YMCA         | Heineberg Community Senior Center |
| Local Motion Inc.               | Marketing Partners Inc            |
| Simon's Stores                  | The Converse Home; and            |

BE IT FURTHER RESOLVED that the City of Burlington also celebrates the work of A4TD, the Vermont administrator of the federal Senior Community Service Employment Program (SCSEP), which provides on-the-job skills training to individuals aged 55 or older with limited financial resources in Burlington and throughout the state.

\* \* \* \* \*

**DISTRIBUTION:**

I hereby certify that this resolution  
has been sent to the following  
department(s) on

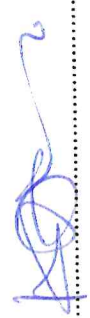
ORIGINAL

**RESOLUTION RELATING TO**

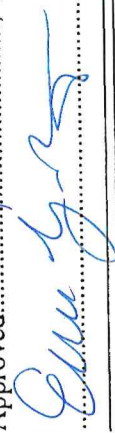
Recognizing and Celebrating the Importance of Older Workers and Celebrate National  
Employ Older Workers Week

**Adopted by the City Council**

September 9, 2024

 Clerk

Approved..... Sept 10, 2024

 Mayor

**Attest:**

Vol. .... Page .....

\* \* \* \* \*

Resolution Relating to

FORMALIZATION OF BURLINGTON ADVISORY  
COMMITTEE ON ACCESSIBILITY

RESOLUTION\_\_\_\_\_

Sponsor(s): Full City Council  
Introduced: \_\_\_\_\_  
Referred to: \_\_\_\_\_  
Action: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signed by Mayor: \_\_\_\_\_

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

- 1     That   WHEREAS according to the Centers for Disease Control, 24% of adults living in Vermont have
- 2     a disability<sup>1</sup>; and
- 3           WHEREAS, the Burlington Disability Council was first created by the City in 1986, and has
- 4     existed since, changing the name to the Advisory Committee on Accessibility in 1990; and
- 5           WHEREAS, the mission statement of the Mayor’s Advisory Committee on Accessibility is “the
- 6     City recognizes that communities excel when all citizens are able to fully participate in all aspects of
- 7     community life”; and
- 8           WHEREAS, the Advisory Committee on Accessibility shall assist and advise the Mayor, the City
- 9     Council, and City departments on ways to increase opportunities for people with disabilities and meet
- 10    the needs of people with disabilities by encouraging full and equal participation in all aspects of life.
- 11    This includes the identification and removal of architectural, procedural, programmatic, attitudinal, and
- 12    communication barriers, and strong advocacy for policies, programs, and services that meet the needs
- 13    of people with disabilities; and
- 14           WHEREAS, the Committee has been meeting regularly and advancing Mayoral priorities, but has
- 15    not confirmed its membership with the City Council in some years; and
- 16           WHEREAS, the City Council endorses the Committee’s work supporting Burlington’s robust and
- 17    engaged disabled community;
- 18           NOW, THEREFORE, BE IT RESOLVED that each City department shall name an Accessibility
- 19    Coordinator who shall serve as consultant to staff, educating members of the City about access issues and
- 20    ensuring that planning for access is incorporated into all City decisions, as needed. The Accessibility
- 21    Coordinator shall also serve as a liaison to the Accessibility Committee, present issues and be available to
- 22    the Committee as needed; and serve as a point of contact for the City ADA Coordinator or Committee Chair
- 23    for information and constituent concerns. Accessibility Coordinators shall regularly inform the City ADA
- 24    Coordinator of any accessibility issues they are working on; and

<sup>1</sup> [https://www.cdc.gov/ncbddd/disabilityandhealth/impacts/pdfs/Vermont\\_Disability.pdf](https://www.cdc.gov/ncbddd/disabilityandhealth/impacts/pdfs/Vermont_Disability.pdf)

BE IT FURTHER RESOLVED that the Committee members shall be appointed jointly by the Mayor and City Council President, in consultation with the HR Committee, with half of the members serving two-year terms and the other half serving one-year terms beginning November 1, 2024 and shall include nine (9) members at a minimum as follows:

- Three (3) City Staff including the City’s ADA Coordinator and the Director of Capital Programs;
- Three (3) representatives from organizations or programs representing those with a disability including a representative from Vermont Center for Independent Living; and
- At least three (3) people with lived experience who live, work, or spend significant time in Burlington.
- At its discretion, the Committee may choose to nominate up to three (3) additional members for appointment, in addition to the nine listed above. Additionally, the Committee is encouraged to invite additional participants to attend meetings as needed or desired; and

BE IT FURTHER RESOLVED that the City ADA Coordinator and City departments, including the Human Resources Department, shall seek the advice of the Accessibility Committee regarding posting information and formats for information about accessibility in Burlington; and

BE IT FURTHER RESOLVED that after the first year, all members will serve two-year terms, such that half the members are appointed each year beginning July 1, and the Committee shall elect a chair and vice chair from among its members; and

BE IT FURTHER RESOLVED that the Human Resources Department will provide staff support for the Committee and shall be responsible for creating and posting agendas, meetings, and notices and ensuring compliance with the Vermont Open Meeting Law requirements.



## OFFICE OF THE CLERK/TREASURER City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401 Voice (802) 865-7000

Fax (802) 865-7014

Deaf/Hard of Hearing 711

To: City Council

From: Katherine Schad, CAO for the Burlington Advisory Committee on Accessibility

Date: September 9, 2024

Subject: Formalization of the Burlington Advisory Committee on Accessibility

---

### Background

The Burlington Advisory Committee on Accessibility (BACA) is a group of citizens and city leaders that has existed in some form since 1986 and has met regularly since that time to advance Mayoral priorities related to accessibility. The Mission of BACA is to ensure that all citizens are able to fully participate in all aspects of community life. At this time the Committee wishes to confirm its membership with City Council and begin to discuss its priorities.

### Details Regarding the Committee

The Committee met with interested City Councilors and have devised the following recommendations about how to move forward based on both past experience regarding BACA as well as best practices with other City committees. We recommend that the Mayor and City Council President, in consultation with the HR Committee, appoint nine (9) members at a minimum and that they include:

- Three (3) City Staff including the City's ADA Coordinator and the Director of Capital Programs;
- Three (3) representatives from organizations or programs representing those with a disability including a representative from Vermont Center for Independent Living; and
- At least three (3) people with lived experience who live, work, or spend significant time in Burlington.

Because BACA has had interested and active participation from numerous people, we recommend that at our discretion the Committee may choose to nominate up to three (3) additional members for appointment, in addition to the nine listed above. The Human Resources Department will provide staff support for the Committee.

An important new step is that each City department will name an Accessibility Coordinator who will serve as a consultant to staff and educate members of the City about access issues and ensuring that planning for access is incorporated into all City decisions in their department. The Accessibility Coordinator will also serve as a liaison to the Accessibility Committee.

### Action

To approve the attached Resolution.



**Resolution Relating to**

**FORMALIZATION OF BURLINGTON ADVISORY  
COMMITTEE ON ACCESSIBILITY**

**RESOLUTION 6.4**

Sponsor(s): Full City Council

Introduced: 09/09/24

Referred to: \_\_\_\_\_

Action: adopted

Date: 09/09/24

Signed by Mayor: 09/10/24

**CITY OF BURLINGTON**

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Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS according to the Centers for Disease Control, 24% of adults living in Vermont have  
2 a disability<sup>1</sup>; and

3 WHEREAS, the Burlington Disability Council was first created by the City in 1986, and has  
4 existed since, changing the name to the Advisory Committee on Accessibility in 1990; and

5 WHEREAS, the mission statement of the Mayor's Advisory Committee on Accessibility is "the  
6 City recognizes that communities excel when all citizens are able to fully participate in all aspects of  
7 community life"; and

8 WHEREAS, the Advisory Committee on Accessibility shall assist and advise the Mayor, the City  
9 Council, and City departments on ways to increase opportunities for people with disabilities and meet  
10 the needs of people with disabilities by encouraging full and equal participation in all aspects of life.  
11 This includes the identification and removal of architectural, procedural, programmatic, attitudinal, and  
12 communication barriers, and strong advocacy for policies, programs, and services that meet the needs  
13 of people with disabilities; and

14 WHEREAS, the Committee has been meeting regularly and advancing Mayoral priorities, but has  
15 not confirmed its membership with the City Council in some years; and

16 WHEREAS, the City Council endorses the Committee's work supporting Burlington's robust and  
17 engaged disabled community;

18 NOW, THEREFORE, BE IT RESOLVED that each City department shall name an Accessibility  
19 Coordinator who shall serve as consultant to staff, educating members of the City about access issues and  
20 ensuring that planning for access is incorporated into all City decisions, as needed. The Accessibility  
21 Coordinator shall also serve as a liaison to the Accessibility Committee, present issues and be available to  
22 the Committee as needed; and serve as a point of contact for the City ADA Coordinator or Committee Chair  
23 for information and constituent concerns. Accessibility Coordinators shall regularly inform the City ADA  
24 Coordinator of any accessibility issues they are working on; and

<sup>1</sup> [https://www.cdc.gov/ncbddd/disabilityandhealth/impacts/pdfs/Vermont\\_Disability.pdf](https://www.cdc.gov/ncbddd/disabilityandhealth/impacts/pdfs/Vermont_Disability.pdf)



\* \* \* \* \*

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department(s) on

ORIGINAL

RESOLUTION RELATING TO

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Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. .... Page .....

\* \* \* \* \*

BE IT FURTHER RESOLVED that the Committee members shall be appointed jointly by the Mayor and City Council President, in consultation with the HR Committee, with half of the members serving two-year terms and the other half serving one-year terms beginning November 1, 2024 and shall include nine (9) members at a minimum as follows:

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- At least three (3) people with lived experience who live, work, or spend significant time in Burlington.
- At its discretion, the Committee may choose to nominate up to three (3) additional members for appointment, in addition to the nine listed above. Additionally, the Committee is encouraged to invite additional participants to attend meetings as needed or desired; and

BE IT FURTHER RESOLVED that the City ADA Coordinator and City departments, including the Human Resources Department, shall seek the advice of the Accessibility Committee regarding posting information and formats for information about accessibility in Burlington; and

BE IT FURTHER RESOLVED that after the first year, all members will serve two-year terms, such that half the members are appointed each year beginning July 1, and the Committee shall elect a chair and vice chair from among its members; and

BE IT FURTHER RESOLVED that the Human Resources Department will provide staff support for the Committee and shall be responsible for creating and posting agendas, meetings, and notices and ensuring compliance with the Vermont Open Meeting Law requirements.

\* \* \* \* \*

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ORIGINAL

**RESOLUTION RELATING TO**

Formalization of Burlington Advisory Committee on Accessibility

.....

.....

**Adopted by the City Council**

September 9, 2024

 Clerk

Approved..... Sept 10, 2024

 Mayor

Vol. .... Page .....

\* \* \* \* \*



## COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401  
(802) 865-7144 • (802) 865-7024 (FAX)  
[www.burlingtonvt.gov/cedo](http://www.burlingtonvt.gov/cedo)

To: Board of Finance  
City Council

From: Brian Pine, CEDO Director  
Gillian Nanton, Assistant Director for Community Engagement, Neighborhoods & Workforce Development  
Tim Clancy – Human Resources Manager

Date: September 9, 2024

Subject: Creation of the NPA Public Engagement Specialist Position

---

### Executive Summary

We propose the creation of a new position - NPA Public Engagement Specialist, a part-time, permanent, non-exempt, AFSCME, Grade 14 position, from the currently unclassified NPA Public Engagement Specialist, a part-time, temporary position.

### Background

For several years, the NPA Public Engagement Specialist position was treated as a part-time, temporary position. This proposal creates a new, permanent position resulting in a more stable level of staffing with the provision of benefits that are available to regular, part-time employees.

In 1982, the City Council created the NPAs by resolution. The duties of the NPAs are to provide information to community members and to solicit their input for Council and City boards, committees, and commissions, especially regarding budget and community development matters.

In 1994, the original Council resolution creating the NPAs was amended to give CEDO authority to assist with the organization of NPAs. Section 332(7) of the Charter assigns to CEDO responsibility to provide staff support to the NPAs.

So, for three decades, CEDO has fulfilled the responsibility of providing administrative support to NPAs and Steering Committees. Additionally, among other functions, CEDO provides technical support for the smooth operation of the NPAs, training to new Steering Committee members on bylaws, fulfills the actions that keeps the City/CEDO in compliance with open meeting laws, takes minutes at NPA meetings, as needed, and conducts outreach to different stakeholder groups to help bring new audiences to NPA meetings for enhanced diversity, equity and inclusion.

Given that CEDO support to the NPAs is ongoing and has long been carried out by a part-time, temporary employee which at times has spanned more than 12 months, we wish to regularize this by creating a new part-

time, permanent position NPA Public Engagement Specialist. This would be in accordance with the City of Burlington Personnel Policy Manual.

### **Grading Process and Recommendation**

The Human Resources (HR) Department went through a classification process for the creation of the part-time, permanent NPA Public Engagement Specialist position, using the Willis Classification Guide. The new part-time, non-exempt, permanent NPA Public Engagement Specialist would be benefit eligible to include: health insurance, dental, vision, and all leave time, including sick, vacation and personal time on a prorated basis, based on the number of hours worked.

### **Financial Impact**

The hourly rate of pay for Grade 14, Step 1 is \$26.2169. When the cost of benefits are included, the total cost difference between the current temporary position and the proposed permanent, part-time position is \$5,383. I have confirmed with CAO Schad that this amount can be covered by the General Fund allocation to CEDO's FY25 budget.

### **Motions**

#### Board of Finance Motion:

To recommend that the City Council approve the:

- Creation of the NPA Public Engagement Specialist – a part-time, permanent, non-exempt, AFSCME, Grade 14 position in the Community and Economic Development Office.

#### City Council Motion

To approve the:

- Creation of the NPA Public Engagement Specialist – a part-time, permanent, non-exempt, AFSCME, Grade 14 position in the Community and Economic Development Office.

# City of Burlington

## Job Description



**Position Title:** NPA Public Engagement Specialist

**Department:** Community & Economic Development Office (CEDO)

**Reports to:** Assistant Director for Community Engagement, Neighborhoods and Workforce Development

**Pay Grade:** 14

**Job Code:**

**Exempt/Non-Exempt:** Non-exempt

**Union:** AFSCME

**Remote Work Rating Tier:** 3

### General Purpose:

This position supports the work of the Neighborhood Planning Assemblies (NPAs), grassroots neighborhood organizations in Burlington's eight wards. In particular, this position provides administrative and technical support for the smooth operation of the NPAs, which strive to be diverse and inclusive forums. As NPAs function as neighborhood advocacy groups which help to improve communication between residents of Burlington and city government on a raft of public issues, this position will help bolster civic engagement efforts for the City of Burlington.

### Essential Job Functions:

- Provides administrative support to NPAs, and steering committees, as needed
- Fulfills the actions that keep the City/CEDO in compliance with open meeting laws
- Provides training to new steering committee members on bylaws and helps implement professional training for steering committee members.  
(e.g. publishing NPA meeting agendas and minutes, uploading attendance sheets and supporting documents)
- Serve as a resource to assist with issues that may arise with respect to compliance with NPA By-Laws, as needed
- Takes minutes at NPA meetings, as needed
- Provides technical online support and coordinating with CCTV Videography for NPA meetings
- Plans and attends community events
- Conducts outreach to different stakeholder groups to help bring new audiences to NPA meetings, for enhanced diversity, equity and inclusion.
- Assists in research leading to the development of best practices for meaningful community engagement.
- Makes updates to the NPA page on the city website.
- Assist steering committees with using assigned funds, navigating and tracking of budgets and submitting requests for reimbursement and direct payment.

### Non-Essential Job Functions:

- Performs other duties as required.

#### **Qualifications/Basic Job Requirements:**

- 30 hours a week, **including the ability and willingness to work 6-8 evenings a month.**
- Bachelor's degree preferred and two years of relevant experience.
- The availability to attend community events.
- The ability to take minutes and provide assistance (non-legal) on NPA By-Laws.
- Proficiency with computer usage, including websites, databases, word processing, spreadsheets and email.
- Demonstrated organizational skills, with attention to detail.
- Ability to plan, organize and coordinate workload to meet deadlines.
- Ability to communicate effectively both in writing and orally.
- Must have reliable transportation, or other means to get to event locations throughout Burlington.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.

#### **Physical & Mental/Reasoning Requirements; Work Environment:**

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

|   |                                                   |   |                                                                                         |
|---|---------------------------------------------------|---|-----------------------------------------------------------------------------------------|
| X | seeing                                            |   | ability to move on uneven terrain during a work shift                                   |
| X | color perception (red, green, amber)              | X | lifting up to (specify <u>25</u> pounds independently and 100 pounds with assistance) – |
| X | hearing/listening                                 | X | Carrying up to (specify <u>25</u> pounds)                                               |
|   | clear speech                                      |   | Climbing – Ladders, Embankments/ slopes, trails                                         |
|   |                                                   | X | Driving – city vehicles(car, truck, light duty equipment)                               |
|   |                                                   | X | Driving – at night/ low light conditions                                                |
|   | dexterity x hand x finger                         |   | ability to mount and dismount forklift                                                  |
|   | reading – basic                                   | X | pushing/pulling up to- (specify <u>25</u> pounds)                                       |
| X | reading – complex                                 |   | shift work                                                                              |
| X | math skills – basic                               | X | moving objects                                                                          |
|   | math skills – complex                             |   | pressurized equipment –                                                                 |
|   | writing – basic                                   |   | extreme heat                                                                            |
| X | writing – complex                                 |   | extreme cold                                                                            |
|   | analysis/comprehension                            |   | high places/ Working at heights                                                         |
| X | judgment/decision making                          |   | noise                                                                                   |
| X | clerical - writing                                |   | fumes/odors                                                                             |
|   | Working Inside – approximately                    |   | dirt/dust                                                                               |
|   | Working Outside – approximately                   |   | hazardous materials                                                                     |
|   | Works independently approximately -               |   | electrical equipment                                                                    |
| X | works with others –                               |   | Ability to operate mechanical equipment –                                               |
| X | face-to-face contact – with city staff and public |   | Ability to remain on feet for a continuous 8 hour work shift                            |
| X | verbal contact w/others                           |   |                                                                                         |

**Supervision:**

Directly Supervises: 0

Indirectly Supervises: 0

**Disclaimer:**

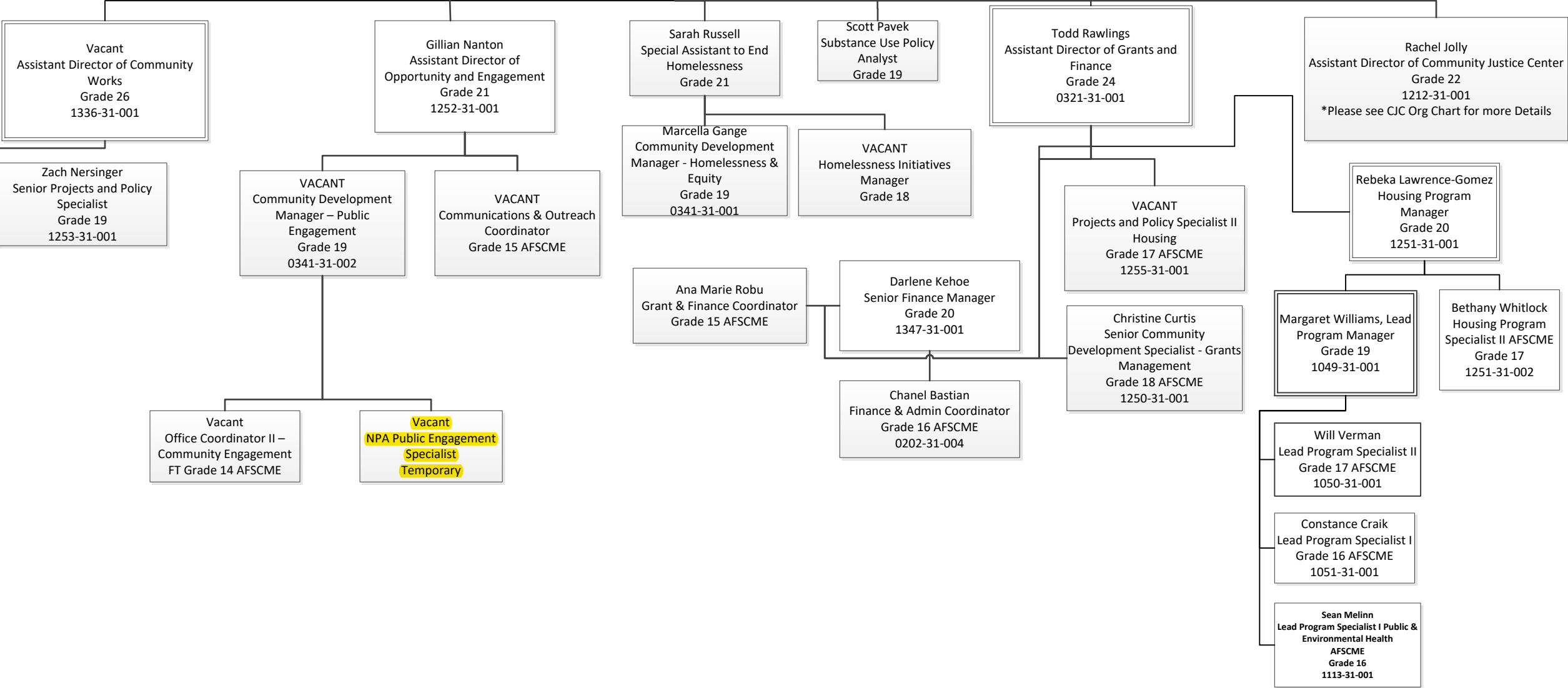
*The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.*

**Revision Dates:** June 2024



City of Burlington  
Community and Economic Development Office  
September 2024  
\*Please See Community Justice Center Org Chart for More Details

Brian Pine  
Director of CEDO  
0106-31-001



### Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Gillian Nanton

Title/Subject: Creation of NPA Public Engagement Specialist Position

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input type="checkbox"/>            | Board of Finance | Click or tap to enter a date. |
| <input type="checkbox"/>            | City Council     | Click or tap to enter a date. |
| <input checked="" type="checkbox"/> | Concurrent       | 9/9/2024                      |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

#### Signoffs Received

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 8/30/2024                     | Brian Pine                       |
| Mayor's Office informed and approved memo                                                             | Yes      | 9/3/2024                      | Erin Jacobsen                    |
| Board/Commission, if required                                                                         | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 9/3/2024                      | Jessica Brown                    |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 9/2/2024                      | Katherine Schad                  |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | Yes      | 8/30/2024                     | Tim Clancy                       |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

#### Materials Included

|                                                        | Included?       | Note                             |
|--------------------------------------------------------|-----------------|----------------------------------|
| Final Memo Attached?                                   | Yes             | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | N/A             | Click or tap here to enter text. |
| Additional Materials, if necessary                     | Yes             | Job Description                  |
| Draft Resolution or Motion?                            | Yes             | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | Choose an item. | Click or tap here to enter text. |



## MEMORANDUM

To: Burlington City Council  
From: Darren Springer, General Manager  
Date: August 23, 2024  
Subject: **Two RFPs related to McNeil and Forestry**

---

The Burlington Electric Department (BED) is seeking City Council approval to proceed with issuing two RFPs – one related to McNeil plant emissions reduction and the other to forestry practices with McNeil.

### Background

City Council Resolution 7.6 from November, 2023, specified that BED should budget for in FY25, and issue in 2025, these two RFPs. The Resolution also specified that BED should seek review of the RFP on McNeil emissions reduction with the Electric Commission, TEUC and Council. BED is voluntarily seeking review of the forestry RFP as well. The Commission and TEUC held a joint meeting on August 22, 2024 to consider both RFPs. The Commission voted unanimously and the TEUC 3-1 to advance them to Council for consideration. The two RFPs, updated with some changes adopted by the Commission and TEUC in response to public feedback at the meeting on August 22<sup>nd</sup>, are attached to this memo.

### Forestry RFP

The Forestry RFP is referenced in lines 86-92 of Resolution 7.6.

The RFP on page 3 provides four objectives for a scope of work, tied directly to the Resolution language:

- Assessing the number and volume of whole trees procured for fuel at McNeil compared to the limbs/ends/residues procured for fuel at McNeil (line 88 of Resolution);
- Assessing for whole trees, what portion were low-value roundwood and diseased or damaged trees (lines 88-89 of Resolution);
- Providing quantitative and qualitative assessment of afforestation/deforestation outcomes in areas where wood is harvested for McNeil and the market factors that affect such outcomes (lines 89-91 of Resolution); and
- Providing assessment of current wood chip procurement and forestry management practices at McNeil and offer BED ideas for further improvement including reviewing the Harvest Guidelines in Appendix A and suggested audit areas for confirmation (lines 91-92 of Resolution).

The overarching goal of the forestry resolution is two-fold – 1. Confirm BED's forestry practices and assess and provide data to the public on those practices, and 2. Look for ideas for improvement of the sustainability and environmental outcomes from BED's forestry practices.



## **McNeil Emissions Reduction Assessment RFP**

The McNeil Emissions Reduction Assessment RFP is referenced on lines 120-165 of the Resolution.

The RFP lays out objectives for a scope of work on pages 3-4:

- Analyzing the impacts, both negative and positive, of the current wood chip based energy production at McNeil (Resolution lines 128-129);
- Analyzing opportunities to reduce stack-related carbon dioxide emissions and other greenhouse gas emissions from McNeil (Resolution lines 129-130);
- Analyze the opportunity to repower McNeil, including with different fuels that would significantly reduce greenhouse gas emissions at the stack as bridge measure until truly low carbon sources of electricity such as wind, solar, hydropower and storage technologies can reliably and affordably meet the needs of Burlington ratepayers, including low and moderate-income ratepayers (Resolution lines 137-142);
- Analyzing technologies that would significantly reduce greenhouse gas emissions in the future, including more efficient combustion (Resolution lines 142-143);
- Analyzing the possible utilization of the McNeil Site for additional energy needs including energy storage and/or thermal energy provision (Resolution lines 143-145);
- Analyzing the opportunities for expansion of innovative partnerships at McNeil such as the UVM solar research center newly located at the McNeil site (Resolution lines 145-146); and
- Analyzing the scale and types of renewable energy generation and energy storage needed if McNeil was not in service and Burlington still needed lowest-carbon emissions renewable generation that is both reliable and affordable particularly for low and moderate-income ratepayers (Resolution lines 146-147).

The RFP also lays out several factors to consider and include as the above analysis is conducted, again based on the Resolution:

- Ensuring consideration of the need for reliable and cost-effective electric and thermal power for the City now and into the future (Resolution lines 131-134);
- Considering how any changes at McNeil might impact the ISO-New England system reliance on fossil fuels for generation (Resolution lines 131-134);
- Including carbon accounting, timeframes, and assessment of the comparative practicality and cost and rate impacts over the short, medium and long term to Burlington electric and heating customers of any proposed alternatives (Resolution lines 134-137); and
- Understanding any changes in BED's power cost risk stability and risk profile of considered alternatives (Resolution lines 148-150).

The overarching goal of the McNeil Emissions Reduction Assessment is to provide BED with ideas for ways to improve efficiency at McNeil, reduce stack emissions, make innovative use of the site and facility, and to provide useful analysis related to future repowering at McNeil and the scale of renewable generation and storage technologies that would be needed if McNeil was not in service.



### **Conclusion and Motion**

BED recognizes that the McNeil Joint Owners ultimately retain decisional authority over investments or changes at the McNeil plant. BED is a 50% owner of the facility.

BED appreciates the opportunity these studies provide to advance forward-thinking initiatives at McNeil. BED has already, again consistent with the Resolution, put funding in our FY25 budget to do engineering work on a wood chip dryer to increase efficiency at McNeil. We look forward to learning about additional opportunities to improve the environmental footprint of the plant.

BED staff will be present at the 9/9 City Council meeting to answer any questions.

### **City Council:**

To authorize the General Manager of the Burlington Electric Department or their designee to post the two RFPs subject to review and approval by the City Attorney's Office.



## **BURLINGTON ELECTRIC DEPARTMENT REQUEST FOR PROPOSAL**

### **Emissions Assessment and Reduction Analysis For McNeil**

#### **Background:**

The Burlington Electric Department (BED) is Vermont's largest municipally owned electric utility serving over 21,000 customers. BED is the exclusive provider of electric service to the city of Burlington, an area of approximately 16 square miles, and the Burlington International Airport in South Burlington.

As a public utility, BED is an expression of the community's energy desires and beliefs. In 1990 Burlington voters approved an \$11.3 million bond to fund energy efficiency programs that supported successful activities through 2002. Since 2003, BED customers have been paying a small monthly charge that supports these continued "Energy Efficiency Utility" programs, which BED staff delivers on behalf of its customers under an Order of Appointment from Vermont's Public Utility Commission (PUC).

Burlington first experimented with wood chip generation by co-firing the Moran coal plant with wood in the 1970's. Following successful pilots there, the McNeil Generating Station ("McNeil"), a 50 megawatt wood-chip electric generating plant was built and started operating in 1984. The McNeil plant is jointly owned by BED (50%), Green Mountain Power (31%), and Vermont Public Power Supply Authority (19%), collectively referred to as the Joint Owners. The Joint Owners made a \$12 million investment in a Regenerative Selective Catalytic Reduction (RSCR) system to significantly reduce NOX emissions in 2008. McNeil has been qualified as a renewable generator for purpose of selling renewable energy certificates (REC), including Connecticut Class 1 RECs. Unique among BED's renewable energy generators, McNeil is dispatchable and can store fuel on-site and run when prices are advantageous, with operations adjusted upwards or downwards based on market economics.

McNeil includes approximately 35 full time employee positions (FTE), including four professional licensed foresters who work to sustainably procure wood chips for the plant. Wood chips are delivered from Vermont and, via Swanton wood yard rail, upstate New York. McNeil's wood procurement contract requires that no wood be harvested

solely for energy production, rather McNeil will accept wood residues (tops and limbs), diseased or damaged trees, and non-commercial wood left over from harvest operations. McNeil also accepts mill residues, and wood from the Waste Wood Yard operated to keep clean untreated wood from being landfilled. McNeil uses a very small volume of low-value roundwood, kept on-site for fuel security purposes. For more on McNeil and McNeil Forestry see [www.burlingtonelectric.com/mcneil](http://www.burlingtonelectric.com/mcneil) and <https://www.burlingtonelectric.com/forestry>.

With the purchase of the Winooski One Hydroelectric Facility in 2014 (a 7.4 megawatt plant located on the Winooski River), Burlington became the first city in the United States to source 100 percent of its electricity from renewable sources. BED, based on local and state policy objectives, does not contract for energy from nuclear or fossil fuel resources. Having achieved this renewable energy goal BED and the City announced in 2019 a strategic plan to make Burlington a “net zero energy (NZE)” and launched the NZE Roadmap ([www.burlingtonelectric.com/nze](http://www.burlingtonelectric.com/nze)). The NZE strategy is focused on reducing and eliminating fossil fuel use and associated greenhouse gas emissions in the thermal and ground transportation sectors.

BED currently sources electric power locally, and from New England and adjoining states and territories, with a strong preference for generation closest to Burlington.

BED recognizes carbon accounting for energy production from wood/bio-based resources is more complex than other resources, and that there are various ways to look at emissions including lifecycle (such as done by National Renewable Energy Laboratory), at the stack, and based on wood source using the debt and dividend approach. Through this RFP and recognizing the commitment Burlington and BED have to addressing the climate emergency, BED endeavors to learn more about how to reduce the environmental footprint of McNeil, including reduction in stack greenhouse gas emissions and other greenhouse gas emissions, while retaining the energy production benefits from the plant. BED recognizes the Joint Owners ultimately have decisional authority, not BED or Burlington unilaterally, as it relates to the McNeil plant.

## **Current Data and Documents**

For the benefit of respondents, below are several relevant documents or prior studies related to the McNeil Generating Station. Please note that some members of the community have raised concerns or disagreement with certain assumptions or methodologies in some of the prior studies. Respondents can learn about some of the critiques by viewing the June 2023 TEUC forum (included below) and reading the minutes from the August 22<sup>nd</sup>, 2024 joint Electric Commission/TEUC meeting. BED expects respondents to exercise their own independent judgement on the appropriate framework(s) to apply for carbon accounting and greenhouse gas emissions reduction methodologies.

- November 2023 District Energy City Council Resolution (“Resolution”) (specifically review lines 126-165 for context on this RFP) - <https://burlingtonvt.portal.civicclerk.com/event/6667/files/attachment/2027>
- 2022 VEIC analysis on lifecycle greenhouse gas emissions at McNeil - <https://www.burlingtonelectric.com/wp-content/uploads/VEIC-Final-Memo-toBED-LCA-of-GHG-emissions-4.29.22-.pdf>
- 2023 Economic Analysis by Innovative Natural Resource Solutions (a “refresh” of a similar study from 2020 performed at the request of the Vermont Department of Public Service) - <https://www.burlingtonelectric.com/wpcontent/uploads/McNeil-Economic-Impact-26-June-2023.pdf>
- 2023 Carbon and Forestry Analysis by Innovative Natural Resource Solutions - <https://www.burlingtonelectric.com/wp-content/uploads/McNeil-Carbon-6.2023.pdf>
- 2023 City Council Transportation, Energy and Utilities (TEUC) Forum on McNeil - <https://www.cctv.org/watch-tv/programs/burlington-transportation-energyand-utilities-committee-mcneil-symposium>
- 2023 First Environment Carbon Score GREET analysis for proposed district energy system at McNeil - <https://www.burlingtonelectric.com/wpcontent/uploads/CI-Model-Letter-Report-draft-ver-3.pdf>

## **RFP Objectives/Scope of Work**

The RFP objectives are outlined in the Resolution linked to above and the scope of work is as follows:

- Analyzing the impacts, both negative and positive, of the current wood chip based energy production at McNeil;
- Analyzing opportunities to reduce stack-related carbon dioxide emissions and other greenhouse gas emissions from McNeil;
- Analyze the opportunity to repower McNeil, including with different fuels that would significantly reduce greenhouse gas emissions at the stack as bridge measure until truly low carbon sources of electricity such as wind, solar, hydropower and storage technologies can reliably and affordably meet the needs of Burlington ratepayers, including low and moderate-income ratepayers;
- Analyzing technologies that would significantly reduce greenhouse gas emissions in the future, including more efficient combustion;
- Analyzing the possible utilization of the McNeil Site for additional energy needs including energy storage and/or thermal energy provision;
- Analyzing the opportunities for expansion of innovative partnerships at McNeil such as the UVM solar research center newly located at the McNeil site; and



- Analyzing the scale and types of renewable energy generation and energy storage needed if McNeil was not in service and Burlington still needed lowest-carbon emissions renewable generation that is both reliable and affordable particularly for low and moderate-income ratepayers.

Factors to consider and include as the above analysis is conducted, again based on the Resolution, include:

- Ensuring consideration of the need for reliable and cost-effective electric and thermal power for the City now and into the future;
- Considering how any changes at McNeil might impact the ISO-New England system reliance on fossil fuels for generation;
- Including carbon accounting, timeframes, and assessment of the comparative practicality and cost and rate impacts over the short, medium and long term to Burlington electric and heating customers of any proposed alternatives;
- Understanding any changes in BED's power cost risk stability and risk profile of considered alternatives.

BED is looking to select a well-qualified firm to conduct this analysis and deliver a written report that will help shape future energy initiatives at McNeil. Respondents should also be aware of and include in their proposal, staff time for engagement (whether in person or remote) in several public meetings during the process of conducting the deliverables and final report, consistent with the City Council Resolution.

### **Request for Proposals:**

BED is requesting proposals for an Emissions Assessment and Reduction Analysis for McNeil from a third-party firm that has the analytical capability and energy/environmental expertise to produce such a Report. As noted in the Resolution, the firm shall have experience analyzing emissions reduction and renewable energy technologies.

As noted in the Resolution, BED has provided this RFP for review to the Burlington Electric Light Commission, TEUC and City Council prior to issuance. Each entity's meetings included public comment. The McNeil Joint Owners have also been consulted prior to issuance. The scope of work/contract for a selected respondent is also subject to review by the Commission, TEUC and Council, and again subject to consultation by the Joint Owners.

Proposals should be no more than eight pages (not including appendices) and include, in addition to information on analytical capabilities, experience on renewable energy

generation alternatives, analyzing energy/efficiency and economic and greenhouse gas emissions reduction scenarios from power plants (with specific preference for experience analyzing wood generators), and relevant expertise of the organization and the key staff for this project (including projected staff hours), address the criteria below.

Proposals will be reviewed using the following **RFP Evaluation Criteria**:

- Has the necessary analytical capabilities to conduct energy/environmental/economic analyses to provide BED and Burlington with analysis of emission reduction opportunities and economic and energy impacts of such opportunities;
- Has a sufficient understanding of renewable energy generation to credibly examine alternatives for repowering the McNeil station.
- Has conducted relevant work in the past for municipal or state governments or utilities;
- Demonstrates the ability to take complex data and information and provide it in a way that is useful, and transparent, for a variety of audiences including policymakers, regulators, BED staff, and the general public;
- Outline of a project plan that meets BED's targeted timeline for an interim report (end of 2024) and final report (by Spring 2025);
- Demonstrates relevant experience presenting similar materials to policymakers, regulators, and the general public;
- Has other relevant expertise in utility and power sector analysis.
- Understanding of electric utility business and financial structures, as well as general utility rate economics.

### **Confidentiality Requirements:**

If portions of the submitted proposal are to remain confidential, information must be included clearly describing which portions of the package the proposer considers confidential along with justification as to why the information would be considered confidential under Vermont Access to Public Records law (see Public Records Section below) and PUC rules. BED is subject to public disclosure laws, so any RFP responses including proprietary/confidential materials should have those materials clearly marked and , and include specific justifications as to why the identified materials must remain confidential. In the event the proposer requests that part or parts of the submitted proposal remain confidential, a second copy of the proposal with all confidential portions redacted must be provided

### **Selection Process:**

During the evaluation process, BED reserves the right, where it may serve its best interest, to request additional information or clarifications. BED also reserves the right

to terminate the process following RFP response review if no viable responses are received.

BED recognizes that this request is unique in scope, and that further clarity is likely to be required as various options are developed/explored. Interested parties are urged to make responses as detailed as possible, while identifying areas where further detail is required or risks may exist. Questions should be directed to BED Purchasing, and responses to any such requests/questions will be made available to all interested parties.

### **Submittal and Timeline:**

All RFP's must be submitted through our RFP portal website by 5:00 PM EST, October 30th, 2024. All RFP's are date and time sensitive and we cannot accept any submissions after the specified date and time. Please do not email the RFP to anyone at BED. If you do, such action will cause your submission to be invalid, and your response will not be accepted. BED will contact those entities to whom BED, following consultation laid out in the Resolution with the Burlington Electric Commission, TEUC and City Council, would like to extend a formal invitation and provide a program agreement for BED and the selected partner to sign.

### **Amendment or Cancellation of RFP:**

BED reserves the right to amend or cancel this RFP at any time if the best interest of BED requires such action. BED also reserves the right to award all or a part of the RFP to any or several contractors or whatever is in the best interest of BED.

### **Proposal Modifications:**

No additions or changes to any vendor's proposal will be allowed after the proposal due date unless such modification is specifically requested by BED.

### **Proposal Expenses:**

BED assumes no liability for payment of any expenses incurred by any vendor in responding to this RFP.

### **Acceptance or Rejection of Proposals:**

BED reserves the right to accept or reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities or omissions, if in its sole judgment, the best interests of BED will be served. BED further reserves the right to accept a proposal for a contract other than that with the lowest cost, and to negotiate separately with any source whatsoever in any manner necessary to

serve the best interests of BED. BED also reserves the right to award all or partial parts of the RFP to any or several contractors that are in the best interest of BED.

### **Ownership of Proposals:**

All proposals submitted in response to this RFP shall become the sole property of BED.

### **Oral Agreements and Arrangements:**

Any alleged oral agreement or arrangement made by a vendor with BED or any BED employee will be disregarded in any BED proposal evaluation or associated award.

### **Vendor Presentation of Supporting Evidence/Surety:**

Vendors must be prepared to provide any evidence of experience, performance ability, and/or financial surety that BED deems necessary to fully establish the performance capabilities represented in their proposals.

### **Vendor Misrepresentation or Default:**

BED reserves the right to reject the proposal of any vendor and void any award resulting from this RFP to a vendor who materially misrepresents any product or defaults on any BED contract.

### **Erroneous Awards:**

BED reserves the right to correct inaccurate awards resulting from its clerical errors.

### **Public Records:**

Due regard will be given for the protection of proprietary information contained in all proposals received; however, vendors should be aware that all materials associated with the procurement are subject to the terms of the Vermont Access to Public Records Act (1 V.S.A. Chapter 5, Subchapter 3) and all rules, regulations and interpretations resulting from, and any other applicable rules, regulations or judicial decisions regarding access to the records of government.

It will not be sufficient for vendors to merely state generally that the proposal is proprietary in nature and not therefore subject to release to third parties. Those particular pages or sections which a vendor believes to be proprietary and of a trade secret nature must be specifically identified as such and must be separated from other sections or pages of their proposal. Convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 316 of Title 1 of the Vermont Statutes Annotated must accompany the proposal. The rationale and explanation must

be stated in terms of the prospective harm to the competitive position of the vendor that would result if the material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute. Between a vendor and BED, the final administrative authority to release or exempt any or all material so identified, rests with BED. All such materials should be submitted in a separate sealed envelope and marked "CONFIDENTIAL" and as noted above, non-confidential/redacted versions of any such documents must be provided as well..

It shall be the responsibility of any submitter seeking to maintain confidentiality to do so at their sole expense.

### **Offer of Gratuities:**

The vendor warrants, represents and certifies that no elected or appointed official or employee of BED has or will benefit financially or materially from this procurement. Any Contract and/or award arising from this RFP may be terminated by BED if it is determined that gratuities of any kind were either offered to, or received by any of the aforementioned officials or employees from the vendor, the vendor's agent of the vendor's employees.

### **Collusion:**

By responding, the vendors implicitly state that the proposal is not made in conjunction with any competing vendor submitting a separate response to this RFP and that it is in all respects fair and without collusion or fraud.

### **Contract Provisions:**

The contract to be entered into between BED and the successful proposer shall contain negotiated provisions based on the specific requirements set forth in this RFP and the successful proposer's treatment thereof as contained in this proposal, as well as general BED contract provisions.

The final award of this contract will be subject to your firm's execution of such a contract and the contract's execution by BED and the issuance of a formal Purchase Order (P.O.) by BED's Purchasing Office. Proposals should include an acknowledgment that the standard provisions included in BED contracts are comprehended by your firm.

## **BURLINGTON ELECTRIC DEPARTMENT (B.E.D.)**

### **MINIMUM INSURANCE REQUIREMENTS: TYPE 1A**

#### **Contractor's Order**

- 1.1** Contractor shall purchase and maintain insurance coverage for not less than the following limits:

|    | <u>COVERAGE</u>                                                                  | <u>MINIMUM LIMIT</u>                                |
|----|----------------------------------------------------------------------------------|-----------------------------------------------------|
| a. | <b>Professional Liability:</b>                                                   |                                                     |
|    | Professional Services                                                            | \$1,000,000 each claim<br>\$1,000,000 in aggregate  |
| b. | <b>Commercial General Liability:</b>                                             |                                                     |
|    | Bodily Injury and Property Damage                                                | \$500,000 each occurrence<br>\$500,000 in aggregate |
| c. | <b>Automobile Liability:</b>                                                     |                                                     |
|    | Bodily Injury and Property Damage                                                | \$500,000 combined single<br>limit                  |
| d. | <b>Workers' Compensation and Employers Liability:</b>                            |                                                     |
|    | WC: Statutory coverage                                                           |                                                     |
|    | EL: \$100,000 each accident<br>\$100,000 each employee<br>\$500,000 policy limit |                                                     |
| e. | <b>Cyber Liability:</b>                                                          |                                                     |
|    | Each Claim/Event Aggregate limit                                                 | \$2,000,000 each claim                              |

\$2,000,000 each event

- 1.2** Contractor shall purchase and maintain such comprehensive general liability and other insurance as set forth above which will provide protection from claims arising from the result of Contractor's performance and furnishing of services outlined in the awarded Purchase Order and/or Contract, whether it is performed or furnished by Contractor or by anyone directly or indirectly employed by the Contractor to perform or furnish any of the work outlined in the Purchase Order and/or Contract. The Contractor shall hold B.E.D. harmless for any and all damages/claims (including but not limited to bodily/personal injury, property damage, loss of income, business interruption, or wrongful death), while performing or as a result of, work assigned/related to the awarded contract.
- 1.3** Contractor shall provide B.E.D. with a certificate of insurance for coverages set forth above which shall not be subject to cancellation without at least thirty (30) days advance written notice to B.E.D. Such evidence of insurance shall be received at B.E.D. before the commencement of work, or Purchase Order and/or Contract is awarded, whichever is sooner, and such insurance shall be maintained throughout the duration of awarded contract. Forward certificate of insurance to Burlington Electric Department, 585 Pine St., Burlington, VT 05401, Attention: Director of Purchasing & Facilities.
- 1.4** Any claim in excess of limits set forth above or which are not covered by the Contractor's comprehensive general liability, automobile liability, or worker's compensation insurance are the sole responsibility of the Contractor.
- 1.5** B.E.D. and/or any affiliated or subsidiary companies shall be recognized as additional insureds with respect to insurance. Coverage provided by the contractor shall be primary to any other valid and collectible insurance available with respect to B.E.D. as additional insured.

**Termination:**

The contract to be entered into between BED and the successful proposer shall contain the following provisions dealing with termination. If the Contractor fails to fulfill any of the terms of the agreement on time, BED shall have the right to terminate the said agreement immediately and award a new contract to another Proposer and the Contractor may be responsible for damages and for additional costs incurred in relenting the contract.

**Disclaimer:**

BED is not liable for any costs incurred by proposers in the preparation of proposals or for any work performed prior to the approval of an executed contract.

of 11

**Notification of Selection:**

Upon selection, BED and the successful proposer will negotiate a contract. The selected proposal in whole or in part as well as content from this RFP may be incorporated into and made a part of the final contract. Should negotiations fail to result in agreement within two weeks from the commencement of negotiations, BED reserves the right to terminate negotiations and select another proposal, issue a new RFP, or take other action consistent with the best interest of BED. By issuing this RFP, BED is not obligated to award a contract.

**Delivery of Proposals:**

There will be no formal RFP opening. As noted above, all RFPs are to be submitted through our RFP portal website only.

**RFP Opening:**

All Proposals will be opened only in the presences of BED personnel. There will be no formal RFP opening. All information in the RFPs will not be released until award by BED and acceptance by the winning contractor. If you would like to receive the RFP overview results after the award, you may do so only in writing to our Purchasing Department. If you would like to review the RFPs that were submitted, you must submit a letter to our Purchasing Department requesting a meeting to review the file.

**Right to Submit a Proposal on BED Projects:**

Any contractor that is in a good standing with all city departments within the City of Burlington, Vermont may submit a proposal for work described above. If a contractor is found to owe funds or has been removed from any RFP lists within any city department, its RFP will not be considered. Contractor must comply with all provisions as outlined in this RFP in order to be considered.

**BED Rights:**



BED reserves the right to accept or reject any or all proposals received in response to this RFP or to take other action consistent with the best interest of BED. BED reserves the right to negotiate separately with any source to serve the best interest of BED. Exceptions to this RFP shall be by written notification on the awarded P.O. to be binding. All submitted bids become the property of BED. After the award of the contract to the successful bidder, all bids are open for public viewing.

of 11



## **BURLINGTON ELECTRIC DEPARTMENT REQUEST FOR PROPOSAL**

### **Forestry Assessment and Analysis For McNeil**

#### **Background:**

The Burlington Electric Department (BED) is Vermont's largest municipally owned electric utility serving over 21,000 customers. BED is the exclusive provider of electric service to the city of Burlington, an area of approximately 16 square miles, and the Burlington International Airport in South Burlington.

As a public utility, BED is an expression of the community's energy desires and beliefs. In 1990 Burlington voters approved an \$11.3 million bond to fund energy efficiency programs that supported successful activities through 2002. Since 2003, BED customers have been paying a small monthly charge that supports these continued "Energy Efficiency Utility" programs, which BED staff delivers on behalf of its customers under an Order of Appointment from Vermont's Public Utility Commission (PUC).

Burlington first experimented with wood chip generation by co-firing the Moran coal plant with wood in the 1970's. Following successful pilots there, the McNeil Generating Station ("McNeil"), a 50 megawatt wood-chip electric generating plant was built and started operating in 1984. The McNeil plant is jointly owned by BED (50%), Green Mountain Power (31%), and Vermont Public Power Supply Authority (19%), collectively referred to as the Joint Owners. The Joint Owners made a \$12 million investment in a Regenerative Selective Catalytic Reduction (RSCR) system to significantly reduce NOX emissions in 2008. McNeil has been qualified as a renewable generator for purpose of selling renewable energy certificates (REC), including Connecticut Class 1 RECs. Unique among BED's renewable energy generators, McNeil is dispatchable and can store fuel on-site and run when prices are advantageous, with operations adjusted upwards or downwards based on market economics.

McNeil includes approximately 35 full time employee positions (FTE), including four professional licensed foresters who work to sustainably procure wood chips for the plant. Wood chips are delivered from Vermont and, via Swanton wood yard rail, upstate

New York. McNeil’s wood procurement contract requires that no wood be harvested solely for energy production, rather McNeil will accept wood residues (tops and limbs), diseased or damaged trees, and non-commercial wood left over from harvest operations. McNeil also accepts mill residues, and wood from the Waste Wood Yard operated to keep clean untreated wood from being landfilled. McNeil uses a very small volume of low-value roundwood, kept on-site for fuel security purposes. For more on McNeil and McNeil Forestry see [www.burlingtonelectric.com/mcneil](http://www.burlingtonelectric.com/mcneil) and <https://www.burlingtonelectric.com/forestry>.

With the purchase of the Winooski One Hydroelectric Facility in 2014 (a 7.4 megawatt plant located on the Winooski River), Burlington became the first city in the United States to source 100 percent of its electricity from renewable sources. BED, based on local and state policy objectives, does not contract for energy from nuclear or fossil fuel resources. Having achieved this renewable energy goal BED and the City announced in 2019 a strategic plan to make Burlington a “net zero energy (NZE)” and launched the NZE Roadmap ([www.burlingtonelectric.com/nze](http://www.burlingtonelectric.com/nze)). The NZE strategy is focused on reducing and eliminating fossil fuel use and associated greenhouse gas emissions in the thermal and ground transportation sectors.

BED currently sources electric power locally, and from New England and adjoining states and territories, with a strong preference for generation closest to Burlington.

BED recognizes carbon accounting for energy production from wood/bio-based resources is more complex than other resources, and that there are various ways to look at emissions including lifecycle (such as done by National Renewable Energy Laboratory), at the stack, and based on wood source using the debt and dividend approach. Through this RFP and recognizing the commitment Burlington and BED have to addressing the climate emergency, BED endeavors to learn more about how to reduce the environmental footprint of McNeil, while retaining the energy production benefits from the plant. BED recognizes the Joint Owners ultimately have decisional-authority, not BED or Burlington unilaterally, as it relates to the McNeil plant.

## **Current Data and Documents**

For the benefit of respondents, below are several relevant documents or prior studies related to the McNeil Generating Station. Please note that some members of the community have raised concerns or disagreement with certain assumptions or methodologies in some of the prior studies. Respondents can learn about some of the critiques by viewing the June 2023 TEUC forum (included below) and reading the minutes from the August 22<sup>nd</sup>, 2024 joint Electric Commission/TEUC meeting. BED

expects respondents to exercise their own independent judgement on the appropriate framework(s) to apply for carbon accounting and forestry practice methodologies.

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- 2023 Economic Analysis by Innovative Natural Resource Solutions (a “refresh” of a similar study from 2020 performed at the request of the Vermont Department of Public Service) - <https://www.burlingtonelectric.com/wp-content/uploads/McNeil-Economic-Impact-26-June-2023.pdf>
- 2023 Carbon and Forestry Analysis by Innovative Natural Resource Solutions - <https://www.burlingtonelectric.com/wp-content/uploads/McNeil-Carbon-6.2023.pdf>
- 2023 City Council Transportation, Energy and Utilities (TEUC) Forum on McNeil - <https://www.cctv.org/watch-tv/programs/burlington-transportation-energy-and-utilities-committee-mcneil-symposium>
- 2023 First Environment Carbon Score GREET analysis for proposed district energy system at McNeil - <https://www.burlingtonelectric.com/wp-content/uploads/CI-Model-Letter-Report-draft-ver-3.pdf>

## **RFP Objectives/Scope of Work**

The RFP objectives are outlined in the Resolution linked to above and the scope of work is as follows:

- Assessing the number and volume of whole trees procured for fuel at McNeil compared to limbs/ends/residues procured for fuel at McNeil;
- Assessing for whole trees, what portion were low-value roundwood and diseased or damaged trees;
- Providing quantitative and qualitative assessment of afforestation/deforestation outcomes in areas where wood is harvested for McNeil and the market factors that affect such outcomes;
- Providing assessment of current wood chip procurement and forestry management practices at McNeil and offer BED ideas for further improvement including reviewing the Harvest Guidelines in Appendix A and suggested audit areas for confirmation.

BED is looking to select a well-qualified firm to conduct this analysis and deliver a written report that will help shape future forestry practices at McNeil. Respondents should also be aware of and include in their proposal, staff time for engagement (whether in person or remote) in several public meetings during the process of conducting the deliverables and final report, consistent with the City Council Resolution.

### **Request for Proposals:**

BED is requesting proposals for a Forestry Assessment and Analysis for McNeil from a third-party firm that has the analytical capability and sustainable forestry practice expertise to produce such a Report.

Proposals should be no more than eight pages (not including appendices) and include, in addition to information on analytical capabilities, experience on conducting forestry practice audits or assessments, analyzing carbon accounting outcomes for forestry practices and experience with economics/markets for wood products, and relevant expertise of the organization and the key staff for this project (including projected staff hours), address the criteria below.

Proposals will be reviewed using the following **RFP Evaluation Criteria:**

- Has the necessary analytical capabilities and expert staff to conduct forestry analyses to provide BED and Burlington with an assessment of current practices and ideas for further improvement;
- Has a sufficient understanding of forestry practices in Vermont, New York and New England and the market for wood products to credibly outline impacts of McNeil's forestry practices on the areas where wood is harvested for the plant.
- Has conducted relevant work in the past for municipal or state governments or utilities;
- Demonstrates the ability to take complex data and information and provide it in a way that is useful, and transparent, for a variety of audiences including policymakers, regulators, BED staff, and the general public;
- Outline of a project plan that meets BED's targeted timeline for an interim report (end of 2024) and final report (by Spring 2025);
- Demonstrates relevant experience presenting similar materials to policymakers, regulators, and the general public;
- Has other relevant expertise in forestry/wood products/carbon accounting areas, and has licensed professional Vermont or New England foresters or Certified Society of American Foresters either on-staff or accessible via consulting agreements.

**Confidentiality Requirements:**

If portions of the submitted proposal are to remain confidential, information must be included clearly describing which portions of the package the proposer considers confidential along with justification as to why the information would be considered confidential under Vermont Access to Public Records law (see Public Records Section below) and PUC rules. BED is subject to public disclosure laws, so any RFP responses including proprietary/confidential materials should have those materials clearly marked and , and include specific justifications as to why the identified materials must remain confidential. In the event the proposer requests that part or parts of the submitted proposal remain confidential, a second copy of the proposal with all confidential portions redacted must be provided

**Selection Process:**

During the evaluation process, BED reserves the right, where it may serve its best interest, to request additional information or clarifications. BED also reserves the right to terminate the process following RFP response review if no viable responses are received.

BED recognizes that this request is unique in scope, and that further clarity is likely to be required as various options are developed/explored. Interested parties are urged to make responses as detailed as possible, while identifying areas where further detail is required or risks may exist. Questions should be directed to BED Purchasing, and responses to any such requests/questions will be made available to all interested parties.

**Submittal and Timeline:**

All RFP's must be submitted through our RFP portal website by 5:00 PM EST, October 30th, 2024. All RFP's are date and time sensitive and we cannot accept any submissions after the specified date and time. Please do not email the RFP to anyone at BED. If you do, such action will cause your submission to be invalid, and your response will not be accepted. BED will contact those entities to whom BED, following consultation with the Burlington Electric Commission, and TEUC committee of the City Council, would like to extend a formal invitation and provide a program agreement for BED and the selected partner to sign.

**Amendment or Cancellation of RFP:**

BED reserves the right to amend or cancel this RFP at any time if the best interest of BED requires such action. BED also reserves the right to award all or a part of the RFP to any or several contractors or whatever is in the best interest of BED.

**Proposal Modifications:**

No additions or changes to any vendor's proposal will be allowed after the proposal due date unless such modification is specifically requested by BED.

**Proposal Expenses:**

BED assumes no liability for payment of any expenses incurred by any vendor in responding to this RFP.

**Acceptance or Rejection of Proposals:**

BED reserves the right to accept or reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities or omissions, if in its sole judgment, the best interests of BED will be served. BED further reserves the right to accept a proposal for a contract other than that with the lowest cost, and to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of BED. BED also reserves the right to award all or partial parts of the RFP to any or several contractors that are in the best interest of BED.

**Ownership of Proposals:**

All proposals submitted in response to this RFP shall become the sole property of BED.

**Oral Agreements and Arrangements:**

Any alleged oral agreement or arrangement made by a vendor with BED or any BED employee will be disregarded in any BED proposal evaluation or associated award.

**Vendor Presentation of Supporting Evidence/Surety:**

Vendors must be prepared to provide any evidence of experience, performance ability, and/or financial surety that BED deems necessary to fully establish the performance capabilities represented in their proposals.

**Vendor Misrepresentation or Default:**

BED reserves the right to reject the proposal of any vendor and void any award resulting from this RFP to a vendor who materially misrepresents any product or defaults on any BED contract.

### **Erroneous Awards:**

BED reserves the right to correct inaccurate awards resulting from its clerical errors.

### **Public Records:**

Due regard will be given for the protection of proprietary information contained in all proposals received; however, vendors should be aware that all materials associated with the procurement are subject to the terms of the Vermont Access to Public Records Act (1 V.S.A. Chapter 5, Subchapter 3) and all rules, regulations and interpretations resulting from, and any other applicable rules, regulations or judicial decisions regarding access to the records of government.

It will not be sufficient for vendors to merely state generally that the proposal is proprietary in nature and not therefore subject to release to third parties. Those particular pages or sections which a vendor believes to be proprietary and of a trade secret nature must be specifically identified as such and must be separated from other sections or pages of their proposal. Convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 316 of Title 1 of the Vermont Statutes Annotated must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the vendor that would result if the material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute. Between a vendor and BED, the final administrative authority to release or exempt any or all material so identified, rests with BED. All such materials should be submitted in a separate sealed envelope and marked "CONFIDENTIAL" and as noted above, non-confidential/redacted versions of any such documents must be provided as well..

It shall be the responsibility of any submitter seeking to maintain confidentiality to do so at their sole expense.

### **Offer of Gratuities:**

The vendor warrants, represents and certifies that no elected or appointed official or employee of BED has or will benefit financially or materially from this procurement. Any Contract and/or award arising from this RFP may be terminated by BED if it is



determined that gratuities of any kind were either offered to, or received by any of the aforementioned officials or employees from the vendor, the vendor's agent of the vendor's employees.

**Collusion:**

By responding, the vendors implicitly state that the proposal is not made in conjunction with any competing vendor submitting a separate response to this RFP and that it is in all respects fair and without collusion or fraud.

**Contract Provisions:**

The contract to be entered into between BED and the successful proposer shall contain negotiated provisions based on the specific requirements set forth in this RFP and the successful proposer's treatment thereof as contained in this proposal, as well as general BED contract provisions.

The final award of this contract will be subject to your firm's execution of such a contract and the contract's execution by BED and the issuance of a formal Purchase Order (P.O.) by BED's Purchasing Office. Proposals should include an acknowledgment that the standard provisions included in BED contracts are comprehended by your firm.

**BURLINGTON ELECTRIC DEPARTMENT (B.E.D.)**

**MINIMUM INSURANCE REQUIREMENTS: TYPE 1A**

**Contractor's Order**

- 1.1** Contractor shall purchase and maintain insurance coverage for not less than the following limits:

**COVERAGE**

**MINIMUM LIMIT**

**a. Professional Liability:**

Professional Services

\$1,000,000 each claim

\$1,000,000 in aggregate

b. **Commercial General Liability:**

Bodily Injury and Property Damage      \$500,000 each occurrence  
\$500,000 in aggregate

c. **Automobile Liability:**

Bodily Injury and Property Damage      \$500,000 combined single  
limit

d. **Workers' Compensation and Employers Liability:**

WC: Statutory coverage

EL: \$100,000 each accident

\$100,000 each employee

\$500,000 policy limit

e. **Cyber Liability:**

Each Claim/Event Aggregate limit      \$2,000,000 each claim  
\$2,000,000 each event

**1.2** Contractor shall purchase and maintain such comprehensive general liability and other insurance as set forth above which will provide protection from claims arising from the result of Contractor's performance and furnishing of services outlined in the awarded Purchase Order and/or Contract, whether it is performed or furnished by Contractor or by anyone directly or indirectly employed by the Contractor to perform or furnish any of the work outlined in the Purchase Order and/or Contract. The Contractor shall hold B.E.D. harmless for any and all damages/claims (including but not limited to bodily/personal injury, property damage, loss of income, business interruption, or wrongful death), while performing or as a result of, work assigned/related to the awarded contract.

**1.3** Contractor shall provide B.E.D. with a certificate of insurance for coverages set forth above which shall not be subject to cancellation without at least thirty (30) days advance written notice to B.E.D. Such evidence of insurance shall be received at B.E.D. before the commencement of work, or Purchase Order and/or Contract is awarded, whichever is sooner, and such insurance shall be maintained throughout the duration of awarded contract. Forward certificate of

insurance to Burlington Electric Department, 585 Pine St., Burlington, VT 05401, Attention: Director of Purchasing & Facilities.

- 1.4** Any claim in excess of limits set forth above or which are not covered by the Contractor's comprehensive general liability, automobile liability, or worker's compensation insurance are the sole responsibility of the Contractor.
- 1.5** B.E.D. and/or any affiliated or subsidiary companies shall be recognized as additional insureds with respect to insurance. Coverage provided by the contractor shall be primary to any other valid and collectible insurance available with respect to B.E.D. as additional insured.

**Termination:**

The contract to be entered into between BED and the successful proposer shall contain the following provisions dealing with termination. If the Contractor fails to fulfill any of the terms of the agreement on time, BED shall have the right to terminate the said agreement immediately and award a new contract to another Proposer and the Contractor may be responsible for damages and for additional costs incurred in relending the contract.

**Disclaimer:**

BED is not liable for any costs incurred by proposers in the preparation of proposals or for any work performed prior to the approval of an executed contract.

**Notification of Selection:**

Upon selection, BED and the successful proposer will negotiate a contract. The selected proposal in whole or in part as well as content from this RFP may be incorporated into and made a part of the final contract. Should negotiations fail to result in agreement within two weeks from the commencement of negotiations, BED reserves the right to terminate negotiations and select another proposal, issue a new RFP, or take other action consistent with the best interest of BED. By issuing this RFP, BED is not obligated to award a contract.

**Delivery of Proposals:**

There will be no formal RFP opening. As noted above, all RFPs are to be submitted through our RFP portal website only.

**RFP Opening:**

All Proposals will be opened only in the presences of BED personnel. There will be no formal RFP opening. All information in the RFPs will not be released until award by BED and acceptance by the winning contractor. If you would like to receive the RFP overview results after the award, you may do so only in writing to our Purchasing Department. If you would like to review the RFPs that were submitted, you must submit a letter to our Purchasing Department requesting a meeting to review the file.

### **Right to Submit a Proposal on BED Projects:**

Any contractor that is in a good standing with all city departments within the City of Burlington, Vermont may submit a proposal for work described above. If a contractor is found to owe funds or has been removed from any RFP lists within any city department, its RFP will not be considered. Contractor must comply with all provisions as outlined in this RFP in order to be considered.

### **BED Rights:**

BED reserves the right to accept or reject any or all proposals received in response to this RFP or to take other action consistent with the best interest of BED. BED reserves the right to negotiate separately with any source to serve the best interest of BED. Exceptions to this RFP shall be by written notification on the awarded P.O. to be binding. All submitted bids become the property of BED. After the award of the contract to the successful bidder, all bids are open for public viewing.

## **Appendix A**

BED Harvest Policy & CPG Audit Standards:

### **Harvest Policy:**

#### **Preamble:**

*It will be the policy of Burlington Electric Department to accept delivery of whole tree chips only from harvesting operations in Vermont certified by a professional forester as meeting the criteria of “good forestry practice” as outlined below. Burlington Electric Department foresters or their authorized agents will conduct periodic on-site inspections to insure compliance with the following practices. Unresolved violations of these practices will result in the termination of chip purchase from the offending producer.*

**Possible Audit Standards.** Evaluate whether (1) harvest sites are periodically inspected, (2) identified issues reach a resolution, and (3) whether unresolved violations result in termination of chip purchasing.

### **Paragraph 1**

*The use of necessary and applicable erosion and sedimentation control practices will be required. Every harvesting contractor will become familiar with the publication Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont. Contractors will be required to implement procedures outlined in the guide to the satisfaction of Burlington Electric Department foresters.*

**Possible Audit Standards.** Evaluate whether the AMPs are implemented on jobs.

### **Paragraph 2**

*Consideration for visual quality will be required:*

- a. All refuse will be removed from the landing/logging site prior to termination of the operation. Wood waste will be removed or buried and brush piles leveled to the extent possible.*
- b. Appropriate techniques will be used adjacent to major hiking trails to the protect the integrity of the trail and the hiking experience. Trail treadways will be kept clear of logging debris. Crossing of the trails by logging vehicles will be at right angles and kept to the minimum number necessary. Cutting within 50 feet of either side of major trails will be limited to the removal of high risk trees or the removal of less than 30% of the basal area of existing trees greater than 5 inches DBH, whichever is less.*
- c. Landings will be laid out so as to reduce the adverse visual impact. Newly constructed landings along public highways will be screened by a strip of undisturbed vegetation at least 25 feet wide when such vegetation exists. Where open areas or abandoned landings are suitable for use as landings, they will be so used in spite of the lack of a buffer strip, so as to reduce the amount of area cleared for such use.*

**Possible Audit Standards:** (a) Confirm that closeout includes removal of debris and appropriate treatment of woody waste.

### **Paragraph 3**

*Wildlife and fisheries will be given consideration in harvest planning:*

- a. Landowners will be made aware of any negative impacts to wildlife or fisheries relating to a proposed chip harvest operation on their property.*

**Possible Audit Standard:** Demonstrate harvest plan modifications to protect and enhance wildlife and fish habitats.

- b. *For all sites within Vermont from which wood fuel will be purchased by Burlington Electric, a Burlington Electric forester will visit the site with the landowner and/or harvesting contractor and confer in developing a harvesting procedure which meets the forester's approval. In turn, the forester will develop a "Whole Tree Chip Harvest Notification" to be sent to the appropriate Vermont Department of Fish and Wildlife habitat biologist. This notification will include: a map showing the location of the proposed operation; information regarding the nature of the harvest (including type of cut and acreage); name of prospective contractors and approximate dates during which the harvest will be conducted. The habitat biologist will have fifteen days in which to respond to the BED forester with an approval or modification of the proposed operation. If the habitat biologist determines that a modification of the harvest plan will be necessary in order to protect deer wintering areas, wetlands or the habitat of rare and endangered species, such modification will be included in the response to the BED forester within the fifteen day time period. No harvesting operation will begin before approval by the district habitat biologist or the Vermont Public Service Board.*

**Possible Audit Standard:** Ensure Harvest Notifications include the pertinent information and protection of Deer Wintering Area, Wetlands and Habitats of Rare and Endangered species.

- c. *When landowner goals require silvicultural manipulation for wildlife management purposes, guidance may be sought from the Vermont Department of Fish and Wildlife or other qualified source as well as the publication A Landowner's Guide to Wildlife Habitat Management for Vermont Woodlands by the Vermont Department of Fish and Wildlife.*

**Possible Audit Standard:** Demonstrate cooperation between BED foresters and VT Fish and Wildlife biologists.

- d. *Protection of fisheries resources will be provided through the use of acceptable erosion and sedimentation control practices including the use of filter strips and protection of streamside shade. Harvesting contractors will be required to implement applicable procedures outlined in the publication Acceptable Management Practices for Maintaining Water Quality on Logging Jobs in Vermont to the extent specified by Burlington Electric Department foresters.*

**Possible Audit Standards:** Ensure water quality through the implementation of AMPs on all harvests sites.

#### **Paragraph 4**

*Burlington Electric Department foresters will seek guidance in protecting significant archeological sites. Such guidance will be provided by the Vermont Division for*

*Historic Preservation in the form of State-sponsored training to aid in on-the-ground identification of such sites and/or in the form of guidance from the Division of Historic Preservation in the determination of the likelihood of occurrence of significant archeological deposits within areas scheduled for harvesting. Burlington Electric Department will require the modification or termination of harvesting in areas thought to be archeologically significant by the Division of Historic Preservation until such time as examination of the area has been completed. Burlington Electric will also make the landowner aware of significant archeological sites on his property and aid him in adjusting his management decisions to protect such sites*

**Possible Audit Standard:** Ensure significant archaeological sites are not disturbed by BED harvesting practices.

### **Paragraph 5**

- a. *The development of management goals will involve consideration of:*
  - i. *The objectives of the landowner and alternatives available to him or her.*
  - ii. *The characteristics of the site and forest stand.*
  - iii. *The impacts on related resources (water quality, wildlife, scenic quality, recreation).*

**Possible Audit Standard:** Demonstrate that Harvest Plans meet the above goals.

- b. *The landowner or land manager and/or the harvesting contractor will confer with a professional forester representing Burlington Electric Department in developing a harvesting procedure which meets the forester's approval. In all cases, harvesting will incorporate, to the extent reasonably possible, the protection of residual trees, minimization of waste and assurance of rapid and adequate regeneration. Every effort will be made to put harvested products to their most valuable use. In developing specific silvicultural techniques for meeting management goals, reliance will be placed on a combination of the forester's professional judgement and recognized silvicultural guides, including, but not limited to:*
  - i. *A Silvicultural Guide for Northern Hardwood Types in the Northeast by Leak, Solomon and DeBald.*
  - ii. *A Silvicultural Guide to White Pine in the Northeast by Lancaster and Leak.*
  - iii. *A Silvicultural Guide for Spruce-Fir in the Northeast by Frank and Bjorkhom.*
  - iv. *A Silvicultural Guide for Developing a Sugarbush by Lancaster, Walters, Laing and Foulds.*
  - v. *Uneven-Aged Management of Northern Hardwoods in New England by*

*Leak and Filip.*

- vi. A Landowners Guide to Wildlife Habitat Management for Vermont Woodlands by Vermont Fish and Game Department.*
- vii. Manager's Handbook for Red Pine in the North Central States by North Central Forest Experiment Station, USDA Forest Service.*
- viii. A Guide to Hardwood Timber Stand Improvement by USDA Forest Service, Northeastern Area State and Private Forestry.*
- ix. Establishing Even-aged Northern Hardwood Regeneration by the Shelterwood Method – A Preliminary Guide by North Central Forest Experiment Station, USDA Forest Service*

**Possible Audit Standard:** (1) Residual stand damage is minimized on BED harvests; (2) Wood on harvests is efficiently utilized; (3) Silvicultural practices meet accepted standards to establish adequate regeneration.

- c. Specific types of cutting will include, but not be limited to:*
  - i. The Selection System – A silvicultural system involving the removal of trees of all sizes singly or in groups, at regular intervals resulting in an uneven-aged stand. This system involves a continuous forest cover and favors shade-tolerant species.*
  - ii. The Seed Tree System – A silvicultural system involving the retention of a very light stocking of selected trees after an initial cut. The role of the residual trees is to furnish seed for the next crop. This system results in an even-aged stand.*
  - iii. The Shelterwood System – A silvicultural system that involves the removal of the overstory in several stages. The partial overstory removal provides favorable conditions for the establishment of regeneration. The residual overstory is removed after the new stand is well-established. Shelterwood cutting also results in an even-aged stand.*
  - iv. The Clearcutting System – A silvicultural system that involves the harvesting in one cut of all trees larger than 2 inches in diameter on an area and results in an even-aged stand. The size and configuration of the cut area is variable (even to as small as a fraction of an acre). Clearcutting is recognized to be useful in certain silvicultural and wildlife management situations. However, due to public sensitivity, only modified forms of clearcutting will be allowed by BED (narrow progressive strips and small blocks up to 25 acres in size). Land clearing operations involving land use conversions may employ larger clearcut openings. However, the objective in such cases is not future timber production. For land use conversion clearing operations, the landowner must submit a letter of intent to BED stating number of acres to be cleared, name of harvesting contractor and the purpose of the clearing.*
  - v. Improvement Cut – An improvement cut is an intermediate cut which can be prescribed by a forester as part of either of the previously mentioned*



*silvicultural systems and can be carried out at various times during the rotation (in even-aged stands) or as part of the regeneration cut (in the Selection System). The objective of an improvement cut is the reduction of low-value stand components through the removal of poorly formed stems and less valuable species.*

*vi. Thinning – Thinning is an intermediate cut prescribed by a forester to reduce the level of tree stocking to a recommended level in order to concentrate tree growth on fewer but selected stems.*

*It should be noted that due to variability in forest stands as a result of site conditions and past treatment, it will often be necessary to incorporate more than*

*one of the above-mentioned types of cutting within a single woodlot. In addition,*

*dependent upon the intensity of past high-grading, it will often be necessary to leave numerous poor quality trees uncut in order to maintain recommended stocking levels.*

**Possible Audit Standard:** Demonstrate that all BED forestry (i.e., non-development/land conversion) harvests rely on a sound silvicultural system that is appropriate to the site.

#### **Paragraph 6**

*Harvesting contractors will be expected to abide by all applicable local, State and federal*

*regulations including but not limited to:*

- a. Occupational safety and insurance coverage.*
- b. Forest fire prevention and control.*
- c. Protection of property of others.*
- d. Water quality protection.*
- e. Harvesting and transportation of forest products*

**Possible Audit Standard:** (1) BED requires and maintains proof of appropriate insurance from suppliers. (2) BED requires suppliers to meet applicable transportation safety and load requirements; (3) BED does not procure wood from contractors who have a record of timber theft or other property destruction or damage.

#### **Paragraph 7**

*Landowners will be made aware of the desirability of having a stumpage sale contract outlining the details of the harvest operation. If the landowner elects to utilize such a document, the harvesting contractor will be required to meet the terms of that contract in addition to the above harvesting policy.*

**Possible Audit Standard:** BED appropriately handles landowner interactions and advises landowners of their interests in being adequately protected during a timber sale. BED does not retain suppliers who are known to fail to abide by stumpage contracts.

**Board of Finance and City Council Submission Checklist**Department: BED Submitter: Darren SpringerTitle/Subject: McNeil RFPs

|                                     |                  |                               |
|-------------------------------------|------------------|-------------------------------|
|                                     | Approval:        | Meeting Date:                 |
| <input type="checkbox"/>            | Board of Finance | Click or tap to enter a date. |
| <input checked="" type="checkbox"/> | City Council     | 9/9/2024                      |
| <input type="checkbox"/>            | Concurrent       | Click or tap to enter a date. |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

**Signoffs Received**

| Signoff Needed                                                                                        | Received        | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|-----------------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes             | 8/19/2024                     | Darren Springer                  |
| Mayor's Office informed and approved memo                                                             | Yes             | 9/5/2024                      | Erin Jacobsen                    |
| Board/Commission, if required                                                                         | Yes             | 8/22/2024                     | Unanimous Vote                   |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes             | 9/4/2024                      | Kim Sturtevant                   |
| CAO has reviewed budget, financing, and memo                                                          | Yes             | 8/30/2024                     | Katherine Schad                  |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A             | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | Choose an item. | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included?       | Note                             |
|--------------------------------------------------------|-----------------|----------------------------------|
| Final Memo Attached?                                   | Yes             | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | Choose an item. | Click or tap here to enter text. |
| Additional Materials, if necessary                     | Yes             | Two RFPs                         |
| Draft Resolution or Motion?                            | Yes             | Motions in Memo                  |
| If for submission to Council, are sponsors identified? | Yes             | TEUC (3-1 vote)                  |

TO: City of Burlington, City Council

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

DATE: September 9, 2024

SUBJECT: Request to accept a Federal Aviation Administration (FAA) Grant for the Residential Sound Insulation Project (RSIP) Phase 4 Project and Execute Contracts for Construction and Inspection Services for this Project with Strong Tower Construction, Inc and Jones Payne Group, Inc. (JPG), respectively.

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## **REQUEST**

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

1. To accept and execute a FAA grant for the Residential Sound Insulation Project Phase 4 Project;
2. To execute a contract with Strong Tower for construction improvements related to sound insulation for 16 homes; and
3. To execute a contract with JPG for the RSIP Phase 4 Project for program management, design and bidding of the next approximate 50 home construction improvements

## **EXECUTIVE SUMMARY AND BENEFITS ANTICIPATED**

### **1. Project Summary:**

This Scope of Work consists of insulating residential properties in accordance with FAA noise regulations including:

- Project Management
- Community Outreach
- Evaluation of Structures for Sound Insulation
- Design Services for 50 Units
- Design and Bid Activities

- Construction Activities
- Project Evaluation and Closeout

This project scope also includes program management, program development, community outreach, evaluation of structures, design services, bid and award activities, Design and Bid / Award Services for approximately 50 homes which will be added to next year's project renovation grant as part of Phase 5.

The Residential Sound Insulation Program ("Program") is an approved measure of the 2020 FAA approved 14 CFR Part 150 Noise Compatibility Program. The overall Program when completed, includes approximately 2,600 residential units located within the 65-75 DNL contours of the approved 2023 Noise Exposure Map (NEM). To reach this goal of approximately 2,600 residential units, approximately 50 home insulation projects will be conducted each year until the project is complete. It is important to note that Leahy BTV is updating this NEM map which will be published later in 2024 which may change the contour lines and eligible areas.

Homes in this project will be located in the City of South Burlington, City of Winooski or Town of Williston.

Properties will be selected based upon their location within or adjacent to the approved 2023 Noise Exposure Map (NEM) 65 - 75 DNL with a goal of balancing the program homes between the most affected cities/town of South Burlington, Winooski and Williston. The homes are selected based off of the level of noise in decibels (dB). Based on this data, the homes are qualified to be a part of the improvement project.

The proposed motions for this item were approved by the Airport Commission on June 5, 2024.

## **2. Benefits Anticipated:**

The project will convert residential units to a compatible land use as defined by the FAA by installing an acoustical treatment package which will reduce interior noise from aircraft by upgrading living areas. Upgrades may include replacement of windows and doors with acoustically rated products and installation or upgrade of ventilation systems, with each property being designed with unique features that reduce these levels. 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. It is anticipated that this project will benefit multiple home owners, including outreach and design for 50 homes and construction improvements for 16 homes. The entire program once completed is anticipated to benefit 2,600 home owners which equates to approximate 4000 occupants.

## **PROJECT APPROACH**

Jones Payne Group (JPG) was selected to provide outreach design and construction oversight as well as overall project management services through the Airport's selection process by meeting standards by the FAA for this project. The selection process is required by the FAA and is a rigorous review of qualified consultants to perform this work. This price was determined through an extensive

pricing process established by the FAA for all airport improvement projects (AIP) grant funded projects. Anything over \$100,000 requires review by an independent engineer/reviewer of scope and fee. Once this is completed a record of negotiations (RON) is completed if needed, dependent on the results of the Independent Analysis.

The construction portion of the project was advertised in March 2023 with bids received in April 2023. The delay in contract execution was due to the inability to secure the required quantity of windows as a direct result of the bankruptcy of the initial window provider. The bids were evaluated in accordance with the prescribed criteria of the Request for Proposals (RFP) scope. After evaluation of the bids, Strong Tower was selected as the lowest responsive bidder. The Airport now seeks to execute a contract with Strong Tower for construction improvements to 52 homes.

### **FUNDING:**

The funding is anticipated from the FAA through the Airport Improvement Program (AIP) process, with the funds coming from a Federal Fiscal Year 2024 Noise Discretionary Appropriation, which provides 90% funding. The remaining 10% is the local share which will be reimbursed to the airport through the Passenger Facility Charge (PFC) program, another FAA regulated user fee revenue stream for airports. This was included in the Airport's FY25 budget.

### **PROPOSED MOTIONS:**

City Council:

1. "To approve and authorize the Director of Aviation to accept and execute a grant from the Federal Aviation Administration in an amount up to \$3,563,164.00 with a 15% contingency totaling up to \$4,097,638.60, as allowed under the grant subject to review and approval of the City Attorney's Office."
2. "To approve and authorize the Director of Aviation execute a contract with Strong Tower in the amount of up to \$1,954,186.00 with a 15% contingency totaling up to \$2,247,313.90. As allowed by the grant for construction activities for 16 homes, subject to review and approval of the City Attorney's Office."
3. "To approve and authorize the Director of Aviation to execute a contract with Jones Payne Group in the amount of up to \$1,542,568.82 with a 15% contingency totaling \$1,773,954.14 for noise program oversight, subject to the review and approval of the City Attorney's Office"

**Board of Finance and City Council Submission Checklist**Department: Airport Submitter: H. DusablonTitle/Subject: Residential Sound Insulation Program Phase 4 Grant Acceptance and Design Contracts

|                                     |                  |               |
|-------------------------------------|------------------|---------------|
|                                     | Approval:        | Meeting Date: |
| <input type="checkbox"/>            | Board of Finance |               |
| <input checked="" type="checkbox"/> | City Council     | 9/9/24        |
| <input type="checkbox"/>            | Concurrent       |               |

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

**Signoffs Received**

| Signoff Needed                                                                                        | Received | Date Received                 | Note                             |
|-------------------------------------------------------------------------------------------------------|----------|-------------------------------|----------------------------------|
| Department Head                                                                                       | Yes      | 5/23/2024                     | N. Longo                         |
| Mayor's Office informed and approved memo                                                             | Yes      | 6/6/2024                      | E. Jacobsen                      |
| Board/Commission, if required                                                                         | Yes      | 6/5/2024                      |                                  |
| City Attorney's Office has approved contract and/or legal documents,<br>-Identify attorney in note    | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| City Attorney's Office has approved memo and motion(s) or resolution(s)<br>-Identify attorney in note | Yes      | 6/6/2024                      | K. Sturtevant                    |
| CAO has reviewed budget, financing, and memo                                                          | Yes      | 6/3/2024                      | K. Schad                         |
| Human Resources, if personnel action<br>-Identify HR Manager in note                                  | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |
| CIO, if an IT-related investment/purchase                                                             | N/A      | Click or tap to enter a date. | Click or tap here to enter text. |

**Materials Included**

|                                                        | Included? | Note                             |
|--------------------------------------------------------|-----------|----------------------------------|
| Final Memo Attached?                                   | Yes       | Click or tap here to enter text. |
| Contract Attached, if applicable?                      | N/A       | Click or tap here to enter text. |
| Additional Materials, if necessary                     | N/A       | Click or tap here to enter text. |
| Draft Resolution or Motion?                            | N/A       | Click or tap here to enter text. |
| If for submission to Council, are sponsors identified? | N/A       | Click or tap here to enter text. |

Resolution Relating to  
PROTECTING BURLINGTON FROM GUN  
VIOLENCE

RESOLUTION \_\_\_\_\_  
Sponsor(s): *Traverse, Barlow,*  
*Carpenter, Doherty, Litwin, McKnight,*  
*Shannon*  
Introduced: \_\_\_\_\_  
Referred to: \_\_\_\_\_  
\_\_\_\_\_  
Action: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signed by Mayor: \_\_\_\_\_

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, in 2014, Burlington voters overwhelmingly approved three Charter changes to reduce the occurrence of gun violence in our City, including measures that would:

- (1) ban guns from establishments with a liquor license,
- (2) require “safe storage” of firearms, and
- (3) allow police to seize firearms after domestic abuse incidents; and

WHEREAS, since that time, the Vermont General Assembly has adopted a number of important gun reforms on a statewide basis, including measures that addressed two of the three ballot measures passed in 2014, i.e., the enactment of a law requiring safe storage in homes with children and standing up new statutory authority allowing for the seizure of firearms after domestic abuse incidents; and

WHEREAS, the Vermont General Assembly has also taken action in recent years that expanded background check requirements, established a 72-hour waiting period for firearm purchases and closed the “Charleston Loophole,” established a minimum age of 21-years-old to purchase firearms, allowed juveniles to be tried as adults when they use a firearm while committing a felony offense, and provided state funding for community violence intervention programming, which has provided vital resources to organizations serving the Burlington area; and

WHEREAS, in an effort to continue partnering with the Vermont General Assembly on the important issue of gun violence, the City Council, former Mayor Miro Weinberger, and Burlington’s Board of Health endorsed a resolution dated December 12, 2022, after an uptick of local gun violence and gun-related incidents, adopting further measures to address gun violence and asking that the General Assembly reconsider enactment of the 2014 proposed ban of guns from establishments with a liquor license; and

WHEREAS, multiple other states around the country have enacted laws banning guns from bars, including, but not limited to, New York, Texas, California, Florida, New Jersey, Kentucky, Washington, and Oklahoma; and

WHEREAS, Burlington is precluded from acting independently to ban guns in bars, as Vermont law currently preempts municipalities from enacting gun laws that “directly regulate ... the possession, ownership,



26 transportation, transfer, sale, purchase, carrying, licensing, or registration of ... firearms, ammunition, or  
27 components of firearms or ammunition,” 24 V.S.A. § 2295; and

28 WHEREAS, Vermont law further limits municipal authority over firearms to the enactment of  
29 ordinances that “regulate or prohibit the use or discharge, but not possession, of firearms within the  
30 municipality or specified portions thereof, provided that an ordinance adopted under this subdivision shall be  
31 consistent with section 2295 of this title,” 24 V.S.A. § 2291(8); and

32 WHEREAS, while Vermont law allows municipalities to designate ordinance violations as criminal  
33 offenses, local criminal ordinances may not call for penalties greater than those permitted for a misdemeanor  
34 offense, 24 V.S.A. § 1974, which are a monetary fine no greater than \$800 or imprisonment no greater than a  
35 year, and the Burlington City Charter further limits fines to \$500; and

36 WHEREAS, the Vermont General Assembly has recently taken important steps to add new factors for  
37 courts to consider in imposing bail or conditions of release, including by permitting courts to consider the use  
38 of a firearm while selling or trafficking drugs as a violent act, and the General Assembly created three new  
39 judicial vacancies to support the processing of backlogged criminal docket; and

40 WHEREAS, notwithstanding this progress, it remains the case that even when an individual is charged  
41 with a violent crime, the evidence of guilt is great, and the pre-trial release of the individual presents a risk of  
42 violence to the community, Vermont courts may only deny bail and require pre-trial detention for violent  
43 felonies; and

44 WHEREAS, statutory penalties for a number of other gun-related offenses are limited to  
45 misdemeanors, including: (1) reckless endangerment where a person “knowingly points a firearm at or in the  
46 direction of another,” 13 V.S.A. § 1025; (2) possession of a stolen firearm or ammunition, which is subject to  
47 the same laws applicable to the larceny any other property and a \$900 threshold to charge a felony offense, 13  
48 V.S.A. § 2502; and (3) unlawful possession of a firearm by an individual convicted of a violent crime, 13  
49 V.S.A. § 4017; and

50 WHEREAS, as permitted by Burlington’s existing legal authority, § 21-12 of the Burlington Code of  
51 Ordinances provides that, “[n]o person shall, except in the performance of a legal duty, or upon or within a  
52 firing range approved as to construction and supervision by the chief of police, discharge a gun, pistol or other  
53 firearm within the city limits” ; and

54 WHEREAS, gun violence continues to end, maim and negatively impact human lives in our City,  
55 including a homicide on August 23, 2024, involving a gun carried into a downtown bar by the alleged  
56 assailant; and

57 WHEREAS, according to the Centers for Disease Control, gun violence is the leading cause of death in  
58 children aged 1 to 19 in the United States, and there were 346 school shootings in 2023, up from 47 in 2014;  
59 and

60 WHEREAS, notwithstanding newly enacted laws on safe storage in homes with children, a number of  
61 recent gun-related incidents in Burlington have involved young people and juveniles in possession of guns,  
62 and recent violent crimes in the Burlington area often involve firearms that have been stolen from unlocked  
63 vehicles;

64 NOW, THEREFORE, BE IT RESOLVED that the Burlington City Council continues to identify gun  
65 violence and gun-related incidents as a major part of a larger ongoing public health and safety emergency; and

66 BE IT FURTHER RESOLVED that the City Council reaffirms its gratitude for the officers at the  
67 Burlington Police Department and other law enforcement partners who regularly place themselves in harm's  
68 way for the protection of our community, and have investigated and solved gun crimes in an exemplary  
69 manner; and

70 BE IT FURTHER RESOLVED that the City Council extends its condolences to the victims of gun  
71 violence in Burlington and their loved ones, and acknowledges it must do more to protect them, our first  
72 responders, and our entire community; and

73 BE IT FURTHER RESOLVED that the City Council applauds the Vermont General Assembly for the  
74 important steps it has taken in recent years to better address gun violence, particularly its impact on children,  
75 and the City of Burlington reaffirms its commitment to continue partnering with the General Assembly and  
76 communities around the State on additional common sense gun reforms; and

77 BE IT FURTHER RESOLVED that the City Council also appreciates the Vermont General  
78 Assembly's efforts to expand the factors courts should consider in imposing bail or conditions of release for  
79 incidents involving adults, specifically for including by listing the use of a firearm as an aggravating factor, in  
80 certain instances, and t The City Council further acknowledges the great benefits that will arise from the  
81 General Assembly creating three new judicial vacancies to work through an existing criminal docket backlog;  
82 and

83 BE IT FURTHER RESOLVED that the City Council asks the Vermont General Assembly to advance  
84 anti-violence measures through community justice centers, schools, and other community partners using  
85 evidence-based strategies offered by entities such as the U.S. Department of Health and Human Services,<sup>1</sup>  
86 especially as it relates to youth; and

---

<sup>1</sup> <https://health.gov/healthypeople/objectives-and-data/browse-objectives/violence-prevention/evidence-based-resources>

87 BE IT FURTHER RESOLVED that the City Council seeks to further collaborate and partner with the  
88 Vermont General Assembly on gun reform measures, and respectfully requests that the Vermont General  
89 Assembly either enact Burlington's 2014 ballot measure on banning guns in establishments with a liquor  
90 license or adopt a similar statewide initiative in the 2025 legislative session, including by taking any necessary  
91 steps to end the preemption of this sensible gun violence prevention policy at the local level; and

92 BE IT FURTHER RESOLVED that the City Council also respectfully asks the Vermont General  
93 Assembly to consider increasing the penalties for the following crimes from misdemeanors to felony offenses:  
94 (1) reckless endangerment with a firearm, 13 V.S.A. § 1025; (2) a new subsection of the law on larceny for  
95 possessing or receiving a stolen firearm, regardless of the weapon's value, 13 V.S.A. § 2502; and (3) unlawful  
96 possession of a firearm by an individual convicted of a violent crime, 13 V.S.A. § 4017; and

97 BE IT FURTHER RESOLVED that the City Council Ordinance Committee shall review and report  
98 back to the City Council regarding the following proposed amendment to § 21-12 of the Code of Ordinances:

99 No person shall, except in the performance of a legal duty, or upon or within a  
100 firing range approved as to construction and supervision by the chief of police,  
101 discharge a gun, pistol or other firearm within the city limits. Any violation of this  
102 section shall be subject to a criminal misdemeanor penalty up to five hundred  
103 dollars (\$500.00) or not more than one (1) year imprisonment.  
104

105 And, BE IT FURTHER RESOLVED that prior to the State taking action to ban guns from bars, the  
106 Burlington City Council acknowledges the legal right of private businesses to post their establishments as gun-  
107 free and, at or by its meeting on October 28, 2024, the Mayor's Administration shall report back to the City  
108 Council on its ongoing efforts to support the feasibility of supporting businesses wishing to exercise this right  
109 ~~with uniform signage, providing access to training resources on how to identify and safely remove individuals~~  
110 ~~with guns, and providing clear instructions on how to receive prompt support from appropriate law~~  
111 ~~enforcement officers;~~ and

112 BE IT FURTHER RESOLVED that the Burlington City Council requests that the Mayor, in  
113 partnership with the Burlington Police Department, the Burlington Board of Health, the Vermont Department  
114 of Public Safety (DPS), and other community partners, report back to the full City Council by the end of this  
115 calendar year on how the City of Burlington can: (1) better encourage safe storage practices, particularly in  
116 homes with children; (2) educate gun owners on Vermont's new safe storage laws and the potential  
117 consequences of noncompliance; and (3) connect Burlington gun owners with safe storage resources. The City  
118 Council encourages the Vermont General Assembly to provide more resources to DPS to do robust

community education on gun safety in our State and make more resources available to gun owners to safely store guns so the burden of such measures is not left to local municipalities.

BT/Resolutions 2024/*Protecting Burlington from Gun Violence*  
September 9, 2024

**Resolution Relating to**  
**PROTECTING BURLINGTON FROM GUN**  
**VIOLENCE**

**RESOLUTION\_\_\_\_\_**  
Sponsor(s): *Traverse, Barlow,*  
*Carpenter, Doherty, Litwin, McKnight,*  
*Shannon*  
Introduced: \_\_\_\_\_  
Referred to: \_\_\_\_\_  
\_\_\_\_\_  
Action: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signed by Mayor: \_\_\_\_\_

**CITY OF BURLINGTON**

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, in 2014, Burlington voters overwhelmingly approved three Charter changes to reduce the occurrence of gun violence in our City, including measures that would:

- (1) ban guns from establishments with a liquor license,
- (2) require “safe storage” of firearms, and
- (3) allow police to seize firearms after domestic abuse incidents; and

WHEREAS, since that time, the Vermont General Assembly has adopted a number of important gun reforms on a statewide basis, including measures that addressed two of the three ballot measures passed in 2014, i.e., the enactment of a law requiring safe storage in homes with children and standing up new statutory authority allowing for the seizure of firearms after domestic abuse incidents; and

WHEREAS, the Vermont General Assembly has also taken action in recent years that expanded background check requirements, established a 72-hour waiting period for firearm purchases and closed the “Charleston Loophole,” established a minimum age of 21-years-old to purchase firearms, allowed juveniles to be tried as adults when they use a firearm while committing a felony offense, and provided state funding for community violence intervention programming, which has provided vital resources to organizations serving the Burlington area; and

WHEREAS, in an effort to continue partnering with the Vermont General Assembly on the important issue of gun violence, the City Council, former Mayor Miro Weinberger, and Burlington’s Board of Health endorsed a resolution dated December 12, 2022, after an uptick of local gun violence and gun-related incidents, adopting further measures to address gun violence and asking that the General Assembly reconsider enactment of the 2014 proposed ban of guns from establishments with a liquor license; and

WHEREAS, multiple other states around the country have enacted laws banning guns from bars, including, but not limited to, New York, Texas, California, Florida, New Jersey, Kentucky, Washington, and Oklahoma; and

WHEREAS, Burlington is precluded from acting independently to ban guns in bars, as Vermont law currently preempts municipalities from enacting gun laws that “directly regulate ... the possession, ownership,

transportation, transfer, sale, purchase, carrying, licensing, or registration of ... firearms, ammunition, or components of firearms or ammunition,” 24 V.S.A. § 2295; and

WHEREAS, Vermont law further limits municipal authority over firearms to the enactment of ordinances that “regulate or prohibit the use or discharge, but not possession, of firearms within the municipality or specified portions thereof, provided that an ordinance adopted under this subdivision shall be consistent with section 2295 of this title,” 24 V.S.A. § 2291(8); and

WHEREAS, while Vermont law allows municipalities to designate ordinance violations as criminal offenses, local criminal ordinances may not call for penalties greater than those permitted for a misdemeanor offense, 24 V.S.A. § 1974, which are a monetary fine no greater than \$800 or imprisonment no greater than a year, and the Burlington City Charter further limits fines to \$500; and

WHEREAS, the Vermont General Assembly has recently taken important steps to add new factors for courts to consider in imposing bail or conditions of release, including by permitting courts to consider the use of a firearm while selling or trafficking drugs as a violent act, and the General Assembly created three new judicial vacancies to support the processing of backlogged criminal docket; and

WHEREAS, notwithstanding this progress, it remains the case that even when an individual is charged with a violent crime, the evidence of guilt is great, and the pre-trial release of the individual presents a risk of violence to the community, Vermont courts may only deny bail and require pre-trial detention for violent felonies; and

WHEREAS, statutory penalties for a number of other gun-related offenses are limited to misdemeanors, including: (1) reckless endangerment where a person “knowingly points a firearm at or in the direction of another,” 13 V.S.A. § 1025; (2) possession of a stolen firearm or ammunition, which is subject to the same laws applicable to the larceny any other property and a \$900 threshold to charge a felony offense, 13 V.S.A. § 2502; and (3) unlawful possession of a firearm by an individual convicted of a violent crime, 13 V.S.A. § 4017; and

WHEREAS, as permitted by Burlington’s existing legal authority, § 21-12 of the Burlington Code of Ordinances provides that, “[n]o person shall, except in the performance of a legal duty, or upon or within a firing range approved as to construction and supervision by the chief of police, discharge a gun, pistol or other firearm within the city limits” ; and

WHEREAS, gun violence continues to end, maim and negatively impact human lives in our City, including a homicide on August 23, 2024, involving a gun carried into a downtown bar by the alleged assailant; and

57 WHEREAS, according to the Centers for Disease Control, gun violence is the leading cause of death in  
58 children aged 1 to 19 in the United States, and there were 346 school shootings in 2023, up from 47 in 2014;  
59 and

60 WHEREAS, notwithstanding newly enacted laws on safe storage in homes with children, a number of  
61 recent gun-related incidents in Burlington have involved young people and juveniles in possession of guns,  
62 and recent violent crimes in the Burlington area often involve firearms that have been stolen from unlocked  
63 vehicles;

64 NOW, THEREFORE, BE IT RESOLVED that the Burlington City Council continues to identify gun  
65 violence and gun-related incidents as a major part of a larger ongoing public health and safety emergency; and

66 BE IT FURTHER RESOLVED that the City Council reaffirms its gratitude for the officers at the  
67 Burlington Police Department and other law enforcement partners who regularly place themselves in harm's  
68 way for the protection of our community, and have investigated and solved gun crimes in an exemplary  
69 manner; and

70 BE IT FURTHER RESOLVED that the City Council extends its condolences to the victims of gun  
71 violence in Burlington and their loved ones, and acknowledges it must do more to protect them, our first  
72 responders, and our entire community; and

73 BE IT FURTHER RESOLVED that the City Council applauds the Vermont General Assembly for the  
74 important steps it has taken in recent years to better address gun violence, particularly its impact on children,  
75 and the City of Burlington reaffirms its commitment to continue partnering with the General Assembly and  
76 communities around the State on additional common sense gun reforms; and

77 BE IT FURTHER RESOLVED that the City Council also appreciates the Vermont General  
78 Assembly's efforts to expand the factors courts should consider in imposing bail or conditions of release,  
79 including by listing the use of a firearm as an aggravating factor in certain instances, and the City Council  
80 acknowledges the great benefits that will arise from the General Assembly creating three new judicial  
81 vacancies to work through an existing criminal docket backlog; and

82 BE IT FURTHER RESOLVED that the City Council seeks to further collaborate and partner with the  
83 Vermont General Assembly on gun reform measures, and respectfully requests that the Vermont General  
84 Assembly either enact Burlington's 2014 ballot measure on banning guns in establishments with a liquor  
85 license or adopt a similar statewide initiative in the 2025 legislative session, including by taking any necessary  
86 steps to end the preemption of this sensible gun violence prevention policy at the local level; and

87 BE IT FURTHER RESOLVED that the City Council also respectfully asks the Vermont General  
88 Assembly to consider increasing the penalties for the following crimes from misdemeanors to felony offenses:

(1) reckless endangerment with a firearm, 13 V.S.A. § 1025; (2) a new subsection of the law on larceny for possessing or receiving a stolen firearm, regardless of the weapon's value, 13 V.S.A. § 2502; and (3) unlawful possession of a firearm by an individual convicted of a violent crime, 13 V.S.A. § 4017; and

BE IT FURTHER RESOLVED that the City Council Ordinance Committee shall review and report back to the City Council regarding the following proposed amendment to § 21-12 of the Code of Ordinances:

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And, BE IT FURTHER RESOLVED that prior to the State taking action to ban guns from bars, the Burlington City Council acknowledges the legal right of private businesses to post their establishments as gun-free and, at or by its meeting on October 28, 2024, the Mayor's Administration shall report back to the City Council on the feasibility of supporting businesses wishing to exercise this right with uniform signage, providing access to training resources on how to identify and safely remove individuals with guns, and providing clear instructions on how to receive prompt support from appropriate law enforcement officers; and

BE IT FURTHER RESOLVED that the Burlington City Council requests that the Mayor, in partnership with the Burlington Police Department, the Burlington Board of Health, and other community partners, report back to the full City Council by the end of this calendar year on how the City of Burlington can: (1) better encourage safe storage practices, particularly in homes with children; (2) educate gun owners on Vermont's new safe storage laws and the potential consequences of noncompliance; and (3) connect Burlington gun owners with safe storage resources.



Resolution Relating to  
PROTECTING BURLINGTON FROM GUN VIOLENCE

RESOLUTION 6.8  
Sponsor(s): Councilors *Traverse, Barlow, Carpenter, Doherty, Litwin, McKnight, Shannon*  
Introduced: 09/09/24  
Referred to: \_\_\_\_\_  
Action: adopted as amended  
Date: 09/09/24  
Signed by Mayor: 09/10/24

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, in 2014, Burlington voters overwhelmingly approved three Charter changes to reduce the occurrence of gun violence in our City, including measures that would:

- (1) ban guns from establishments with a liquor license,
- (2) require “safe storage” of firearms, and
- (3) allow police to seize firearms after domestic abuse incidents; and

WHEREAS, since that time, the Vermont General Assembly has adopted a number of important gun reforms on a statewide basis, including measures that addressed two of the three ballot measures passed in 2014, i.e., the enactment of a law requiring safe storage in homes with children and standing up new statutory authority allowing for the seizure of firearms after domestic abuse incidents; and

WHEREAS, the Vermont General Assembly has also taken action in recent years that expanded background check requirements, established a 72-hour waiting period for firearm purchases and closed the “Charleston Loophole,” established a minimum age of 21-years-old to purchase firearms, allowed juveniles to be tried as adults when they use a firearm while committing a felony offense, and provided state funding for community violence intervention programming, which has provided vital resources to organizations serving the Burlington area; and

WHEREAS, in an effort to continue partnering with the Vermont General Assembly on the important issue of gun violence, the City Council, former Mayor Miro Weinberger, and Burlington’s Board of Health endorsed a resolution dated December 12, 2022, after an uptick of local gun violence and gun-related incidents, adopting further measures to address gun violence and asking that the General Assembly reconsider enactment of the 2014 proposed ban of guns from establishments with a liquor license; and

WHEREAS, multiple other states around the country have enacted laws banning guns from bars, including, but not limited to, New York, Texas, California, Florida, New Jersey, Kentucky, Washington, and Oklahoma; and

WHEREAS, Burlington is precluded from acting independently to ban guns in bars, as Vermont law currently preempts municipalities from enacting gun laws that “directly regulate ... the possession, ownership,

\* \* \* \* \*

**DISTRIBUTION:**

I hereby certify that this resolution  
has been sent to the following  
department(s) on

ORIGINAL

RESOLUTION RELATING TO

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Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. .... Page .....

\* \* \* \* \*

transportation, transfer, sale, purchase, carrying, licensing, or registration of ... firearms, ammunition, or components of firearms or ammunition,” 24 V.S.A. § 2295; and

WHEREAS, Vermont law further limits municipal authority over firearms to the enactment of ordinances that “regulate or prohibit the use or discharge, but not possession, of firearms within the municipality or specified portions thereof, provided that an ordinance adopted under this subdivision shall be consistent with section 2295 of this title,” 24 V.S.A. § 2291(8); and

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WHEREAS, the Vermont General Assembly has recently taken important steps to add new factors for courts to consider in imposing bail or conditions of release, including by permitting courts to consider the use of a firearm while selling or trafficking drugs as a violent act, and the General Assembly created three new judicial vacancies to support the processing of backlogged criminal docket; and

WHEREAS, notwithstanding this progress, it remains the case that even when an individual is charged with a violent crime, the evidence of guilt is great, and the pre-trial release of the individual presents a risk of violence to the community, Vermont courts may only deny bail and require pre-trial detention for violent felonies; and

WHEREAS, statutory penalties for a number of other gun-related offenses are limited to misdemeanors, including: (1) reckless endangerment where a person “knowingly points a firearm at or in the direction of another,” 13 V.S.A. § 1025; (2) possession of a stolen firearm or ammunition, which is subject to the same laws applicable to the larceny any other property and a \$900 threshold to charge a felony offense, 13 V.S.A. § 2502; and (3) unlawful possession of a firearm by an individual convicted of a violent crime, 13 V.S.A. § 4017; and

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WHEREAS, gun violence continues to end, maim and negatively impact human lives in our City, including a homicide on August 23, 2024, involving a gun carried into a downtown bar by the alleged assailant; and

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RESOLUTION RELATING TO

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Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

Attest: ..... Mayor

Vol. .... Page .....

\* \* \* \* \*



**Resolution Relating to**        **PROTECTING BURLINGTON FROM GUN VIOLENCE**

WHEREAS, according to the Centers for Disease Control, gun violence is the leading cause of death in children aged 1 to 19 in the United States, and there were 346 school shootings in 2023, up from 47 in 2014; and

WHEREAS, notwithstanding newly enacted laws on safe storage in homes with children, a number of recent gun-related incidents in Burlington have involved young people and juveniles in possession of guns, and recent violent crimes in the Burlington area often involve firearms that have been stolen from unlocked vehicles;

NOW, THEREFORE, BE IT RESOLVED that the Burlington City Council continues to identify gun violence and gun-related incidents as a major part of a larger ongoing public health and safety emergency; and

BE IT FURTHER RESOLVED that the City Council reaffirms its gratitude for the officers at the Burlington Police Department and other law enforcement partners who regularly place themselves in harm's way for the protection of our community, and have investigated and solved gun crimes in an exemplary manner; and

BE IT FURTHER RESOLVED that the City Council extends its condolences to the victims of gun violence in Burlington and their loved ones, and acknowledges it must do more to protect them, our first responders, and our entire community; and

BE IT FURTHER RESOLVED that the City Council applauds the Vermont General Assembly for the important steps it has taken in recent years to better address gun violence, particularly its impact on children, and the City of Burlington reaffirms its commitment to continue partnering with the General Assembly and communities around the State on additional common sense gun reforms; and

BE IT FURTHER RESOLVED that the City Council also appreciates the Vermont General Assembly's efforts to expand the factors courts should consider in imposing bail or conditions of release for incidents involving adults, specifically for use of a firearm as an aggravating factor. The City Council further acknowledges the great benefits that will arise from the General Assembly creating three new judicial vacancies to work through an existing criminal docket backlog; and

BE IT FURTHER RESOLVED that the City Council asks the Vermont General Assembly to advance anti-violence measures through community justice centers, schools, and other community partners using evidence-based strategies offered by entities such as the U.S. Department of Health and Human Services,<sup>1</sup> especially as it relates to youth; and

---

<sup>1</sup> <https://health.gov/healthypeople/objectives-and-data/browse-objectives/violence-prevention/evidence-based-resources>

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ORIGINAL

RESOLUTION RELATING TO

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Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. .... Page .....

\* \* \* \* \*

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\* \* \* \* \*

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ORIGINAL

**RESOLUTION RELATING TO**

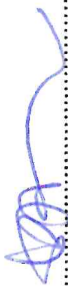
Protecting Burlington From Gun Violence

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**Adopted by the City Council**

September 9....., 20 24.....

..... Clerk

Approved..... Sept 10....., 20 24.....

..... Mayor

**Attest:**

Vol. .... Page .....

\* \* \* \* \*



Resolution Relating to

IMPROVING RECRUITMENT FOR EMERGENCY FIRST  
RESPONDERS AND REEXAMINING THE “CAP” ON THE  
NUMBER OF SWORN POLICE OFFICERS AND  
BURLINGTON POLICE DEPARTMENT PERSONNEL

RESOLUTION \_\_\_\_\_

Sponsors: Councilors *Doherty,*  
*Barlow, Carpenter, Litwin, McKnight,*  
*Shannon, Traverse*

Introduced: \_\_\_\_\_

Referred to: \_\_\_\_\_

Action: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by Mayor: \_\_\_\_\_

CITY OF BURLINGTON

In the year Two Thousand Twenty-four.....

Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS from January 2015 through June of 2020, the Burlington Police Department’s average  
2 headcount of uniformed police officers was 97 officers; and

3 WHEREAS, in June 2020, the Burlington City Council, as part of a broader “Racial Justice  
4 Resolution,” voted to reduce, by attrition, the Burlington Police Department’s “maximum total number of  
5 uniformed police officers by 30% from 105Dop to 74 uniformed officers”, with no accounting for eight  
6 officers assigned to the airport; and

7 WHEREAS, the “general fund dollars freed up by reducing the number of uniformed officers [was] to  
8 be used to reduce the demand for police services through a variety of social services, as well as social justice,  
9 racial justice, and economic justice initiatives”; and

10 WHEREAS, the Administration at that time stressed these changes “will take planning and operational  
11 study to build up these alternatives and get this right, and [a] budget [that] creates the resources to do that,”  
12 and then-acting Chief Jon Murad detailed how such an immediate reduction in force could trigger “emergency  
13 staffing” and result in many other immediate consequences; and

14 WHEREAS, in response to the Administration’s concerns, the City Council did not lower the Police  
15 Department’s budget to immediately align with the new officer cap, and it proceeded to support the  
16 commissioning of a consultant, CNA, which created a report in October 2021 titled as a “Functional and  
17 Operational Assessment”; and

18 WHEREAS, following the June 2020 vote to reduce “the maximum total number of officers by 30%  
19 from 105 to 74 uniformed officers,” prior to CNA providing its assessment, the number of officers employed  
20 by the Burlington Police Department started to rapidly plummet; and

21 WHEREAS, by the time CNA’s October 2021 report was delivered, it concluded, among other things,  
22 that “BPD is presently understaffed for its volume of calls for service”; and

23 WHEREAS, CNA’s October 2021 report supported raising the authorized headcount from 74 to  
24 between 85-88 uniformed police officers based on 2019 calls for service data; and

WHEREAS, based on the CNA report, the City Council raised the maximum total number of officers to 87; and

WHEREAS, the CNA report noted that based on 2019 calls for services, the City needed at least 40 patrol officers; and

WHEREAS, year to date (August 15, 2024) data comparisons from the Chief’s Report of 2019’s most serious incidents compared with 2024 indicate the following trends over the past five years:



SELECTED VALCOUR INCIDENTS, YTD AS OF AUGUST 15

|      | Assault - Agg | Assault - Simple | Burglary | Crash w Injury or Fatal | Disorderly Conduct | Domestic Assault* | Domestic Disturb | Gunfire | Larceny (all)** | Mental Health Issue | Overdose | Robbery | Sexual Assault | Stolen Vehicle | Traffic |
|------|---------------|------------------|----------|-------------------------|--------------------|-------------------|------------------|---------|-----------------|---------------------|----------|---------|----------------|----------------|---------|
| 2019 | 32            | 98               | 61       | 51                      | 95                 | 54                | 284              | 3       | 414             | 477                 | 30       | 14      | 37             | 32             | 1,285   |
| 2020 | 33            | 87               | 60       | 36                      | 74                 | 37                | 426              | 7       | 439             | 608                 | 65       | 12      | 40             | 31             | 901     |
| 2021 | 38            | 88               | 71       | 54                      | 70                 | 26                | 325              | 10      | 567             | 624                 | 72       | 7       | 31             | 54             | 522     |
| 2022 | 46            | 106              | 102      | 60                      | 91                 | 27                | 350              | 20      | 942             | 721                 | 121      | 12      | 27             | 209            | 293     |
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| 2024 | 45            | 110              | 115      | 66                      | 48                 | 26                | 305              | 9       | 789             | 614                 | 353      | 13      | 18             | 115            | 596     |

\* = combines incidents categorized as “Domestic Assault – Felony” and “Domestic Assault – Misdemeanor”

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

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

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

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

- Aggravated assaults have increased by 40%
  - Burglary has increased by 88%
  - Gunfire has increased by 300%
  - Larceny has increased by 90%
  - Overdose has increased by over 1000%
  - Stolen vehicles has increased by 260%
- And, WHEREAS, based on the above data, our needs for police response have vastly increased since 2019 and no formal analysis has been done of current needs; and

41 WHEREAS, the Burlington Police Department currently has approximately 67 officers, less than 30 of  
42 which are actively patrolling the City across 24/7 shifts to address a substantially increased number of calls for  
43 service, many of which deal with more severe criminality; and

44 WHEREAS the CNA report assumed a differential between “actual” and “available” officers of five  
45 when they recommended between 85-88 officers, and in 2024, the differential between actual and available  
46 officers has averaged 11 officers according to the Chief’s Reports February 2024 - August 2024, which if  
47 calculated into the CNA analysis would elevated its recommendation to approximately 100 officers; and

48 WHEREAS, despite increased and sustained recruiting efforts by Chief Murad and other leaders of the  
49 Burlington Police Department, and increased compensation—including substantial signing bonuses authorized  
50 by the City Council—the number of uniformed sworn officers at the Burlington Police Department remains  
51 far short of the current authorized headcount; and

52 WHEREAS, on October 10, 2023, the City of Burlington resolved that “the increase in crime  
53 associated with substance use that endangers the safety of our community is our City’s most urgent public  
54 safety issue and must continue to be addressed by our law enforcement personnel and prosecutors”; and

55 WHEREAS, as a result of the significantly worsened public safety problems in Burlington, CNA’s  
56 October 2021 recommendation of an authorized headcount of between 85-88 uniformed Burlington Police  
57 Department officers, is no longer reflective of current conditions; and

58 WHEREAS, chronically reduced staffing levels at the Burlington Police Department have placed  
59 unprecedented stresses on Burlington’s other emergency first responders, including members of the  
60 Burlington Fire Department, who in addition to traditional firefighting work have been called upon to respond  
61 to health emergencies resulting from substance misuse, overdose, and individuals in mental health crises; and

62 WHEREAS, while complementary support from Community Service Officers (CSOs), Community  
63 Service Liaisons (CSLs), Urban Park Rangers, and the Howard Center Street Outreach Team, among others,  
64 has been critical to supporting the work of both the Burlington Police Department and Burlington Fire  
65 Department, these important roles are not able to fully supplant the work performed by uniformed sworn  
66 police officers;

67 NOW, THEREFORE, BE IT RESOLVED that the City reaffirms its deep gratitude for Burlington’s  
68 emergency first responders, strives to make our city a very desirable place for public safety professionals to  
69 establish their careers, and is fully committed to supporting the Burlington Police Department’s efforts to  
70 improve recruitment; and

BE IT FURTHER RESOLVED that the Chief of the Burlington Police Department ~~shall collaborate with the Mayor’s Community Safety Advisor and~~, with input from BPD leadership, members of the BPOA, and other community partners, ~~they~~ shall present a report to the City Council on or by December 9, 2024, which at least includes the following:

- An update on current staffing levels, including the number of active duty and inactive uniformed sworn police officers, the roles filled by active duty officers, and a schedule for anticipated retirements and other departures in the coming years;
- An update on ongoing recruitment efforts, including the number of applications received this year and how this compares to historical trends;
- A revised recommendation on the number of uniformed sworn police officers and other complementary roles (e.g., CSOs, CSLs, etc.) necessary to meet Burlington’s current public safety needs;
- A comprehensive assessment of any recruitment hurdles at the Burlington Police Department, including, but not necessarily limited to, assessment of the following:
  - The extent to which additional administrative support at the Burlington Police Department will allow officers additional time to actively engage in community policing and, if additional administrative support would be helpful to that end, a list of the specific roles the Police Department would seek to hire;
  - How the current salary, paid time off, and benefits package for officers compares to market data for other police departments in our region and any other areas from which we are actively recruiting;
  - The current level of hiring bonuses, whether they have been helpful with recruitment, and how our bonuses compare to the market average;
  - The extent to which establishing positions for part-time officers who have obtained Level I or II certification may assist with staffing needs;
  - The feasibility of lifting the salary cap for lateral hires and the extent to which this would be helpful or detrimental to recruitment efforts;

IMPROVING RECRUITMENT FOR EMERGENCY FIRST RESPONDERS  
AND REEXAMINING THE “CAP” ON THE NUMBER OF SWORN POLICE  
OFFICERS AND BURLINGTON POLICE DEPARTMENT PERSONNEL

- The extent to which Vermont’s residential training academy is detrimental to recruitment efforts and suggestions on steps the City could take to encourage the State’s adoption of alternative training models;
- The feasibility of establishing a Deferred Retirement Option Plan (DROP) or similar program and the extent to which this would assist in retaining officers nearing retirement eligibility;
- The feasibility of decreasing or eliminating the placement of officers at the airport and whether this would be helpful or detrimental to recruitment efforts;
- A proposed timeline for the Burlington Police Department to fully staff up to the revised staffing levels recommended in response to this resolution, including annual hiring goals for uncertified and certified uniformed sworn officers;
- Until the Police Department achieves full staffing, recommendations on what temporary supports are available to assist Burlington in achieving this goal (e.g., expanding relationships with outside agencies, new staffing incentive or overtime models, etc.);
- A proposed schedule for the Burlington Police Department to provide the City Council regular updates on staffing levels, recruitment benchmarks, and retention rates;

BE IT FURTHER RESOLVED, that in recognition of the critical work performed by Burlington’s firefighters, understanding the impact police staffing levels has on other first responder agencies, and acknowledging the current collective bargaining agreement with the BFFA similarly expires on June 30, 2025, the Chief of the Burlington Fire Department is also invited to participate in the report created in response to this resolution and, with input from Fire Department leadership, members of the BFFA, and other community partners, the Burlington Fire Department shall provide the City Council information in alignment with the reporting requests made of the Burlington Police Department in this resolution; and

BE IT FURTHER RESOLVED, while preparing the report required of this resolution, the Public Safety Committee shall be provided regular written or in-person updates on progress; and

BE IT FURTHER RESOLVED that the City Council reaffirms the requirement set forth in the FY25 Budget Resolution that the Burlington Police Department report quarterly to the City Council beginning July 2024 on how dedicated recruitment funds, including the increased allocation of \$100,000 provided in the FY25 budget, are being utilized; and

BE IT FURTHER RESOLVED, to the extent premature general public knowledge of a position the City may take in upcoming negotiations for successor collective bargaining agreements places the City at a substantial disadvantage, the City Council will welcome those confidential portions of the requested report being presented in executive session; and

BE IT FURTHER RESOLVED, that to better address the current state of public safety in Burlington, to provide the City necessary flexibility in drafting the report asked of this resolution, and to send an important message to the community that the City is fully committed to its Police Department, on or shortly after the date on which the report required by this resolution is delivered, the City Council will fully consider each of the recommendations made in this report to address recruitment, including, but not limited to, any recommendation to raise the current “cap” of 87 uniformed sworn officers.

TD/Resolutions 2024/*Improving Recruitment For Emergency First Responders And Reexamining The “Cap” On The Number Of Sworn Police Officers And Burlington Police Department Personnel*  
September 9, 2024

Resolution Relating to

IMPROVING RECRUITMENT FOR EMERGENCY FIRST  
RESPONDERS AND REEXAMINING THE “CAP” ON THE  
NUMBER OF SWORN POLICE OFFICERS AND  
BURLINGTON POLICE DEPARTMENT PERSONNEL

RESOLUTION\_\_\_\_\_

Sponsors: Councilors *Doherty,*  
*Barlow, Carpenter, Litwin, McKnight,*  
*Shannon, Traverse*

Introduced: \_\_\_\_\_

Referred to: \_\_\_\_\_

Action: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by Mayor: \_\_\_\_\_

CITY OF BURLINGTON

In the year Two Thousand Twenty-four.....

Resolved by the City Council of the City of Burlington, as follows:

- 1
- That WHEREAS from January 2015 through June of 2020, the Burlington Police Department’s average
- 2
- headcount of uniformed police officers was 97 officers; and
- 3
- WHEREAS, in June 2020, the Burlington City Council, as part of a broader “Racial Justice
- 4
- Resolution,” voted to reduce, by attrition, the Burlington Police Department’s “maximum total number of
- 5
- uniformed police officers by 30% from 105Dop to 74 uniformed officers”, with no accounting for eight
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- officers assigned to the airport; and
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- WHEREAS, the “general fund dollars freed up by reducing the number of uniformed officers [was] to
- 8
- be used to reduce the demand for police services through a variety of social services, as well as social justice,
- 9
- racial justice, and economic justice initiatives”; and
- 10
- WHEREAS, the Administration at that time stressed these changes “will take planning and operational
- 11
- study to build up these alternatives and get this right, and [a] budget [that] creates the resources to do that,”
- 12
- and then-acting Chief Jon Murad detailed how such an immediate reduction in force could trigger “emergency
- 13
- staffing” and result in many other immediate consequences; and
- 14
- WHEREAS, in response to the Administration’s concerns, the City Council did not lower the Police
- 15
- Department’s budget to immediately align with the new officer cap, and it proceeded to support the
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- commissioning of a consultant, CNA, which created a report in October 2021 titled as a “Functional and
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- Operational Assessment”; and
- 18
- WHEREAS, following the June 2020 vote to reduce “the maximum total number of officers by 30%
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- from 105 to 74 uniformed officers,” prior to CNA providing its assessment, the number of officers employed
- 20
- by the Burlington Police Department started to rapidly plummet; and
- 21
- WHEREAS, by the time CNA’s October 2021 report was delivered, it concluded, among other things,
- 22
- that “BPD is presently understaffed for its volume of calls for service”; and
- 23
- WHEREAS, CNA’s October 2021 report supported raising the authorized headcount from 74 to
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- between 85-88 uniformed police officers based on 2019 calls for service data; and

25 WHEREAS, based on the CNA report, the City Council raised the maximum total number of officers  
26 to 87; and

27 WHEREAS, the CNA report noted that based on 2019 calls for services, the City needed at least 40  
28 patrol officers; and

29 WHEREAS, year to date (August 15, 2024) data comparisons from the Chief’s Report of 2019’s most  
30 serious incidents compared with 2024 indicate:

- 31 • Aggravated assaults have increased by 40%
- 32 • Burglary has increased by 88%
- 33 • Gunfire has increased by 300%
- 34 • Larceny has increased by 90%
- 35 • Overdose has increased by over 1000%
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37 And, WHEREAS, based on the above data, our needs for police response have vastly increased since  
38 2019 and no formal analysis has been done of current needs; and

39 WHEREAS, the Burlington Police Department currently has approximately 67 officers, less than 30 of  
40 which are actively patrolling the City across 24/7 shifts to address a substantially increased number of calls for  
41 service, many of which deal with more severe criminality; and

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43 when they recommended between 85-88 officers, and in 2024, the differential between actual and available  
44 officers has averaged 11 officers according to the Chief’s Reports February 2024 - August 2024, which if  
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63 Department, these important roles are not able to fully supplant the work performed by uniformed sworn  
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65 NOW, THEREFORE, BE IT RESOLVED that the City reaffirms its deep gratitude for Burlington’s  
66 emergency first responders, strives to make our city a very desirable place for public safety professionals to  
67 establish their careers, and is fully committed to supporting the Burlington Police Department’s efforts to  
68 improve recruitment; and

69 BE IT FURTHER RESOLVED that the Chief of the Burlington Police Department shall collaborate  
70 with the Mayor’s Community Safety Advisor and, with input from BPD leadership, members of the BPOA,  
71 and other community partners, they shall present a report to the City Council on or by December 9, 2024,  
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74 sworn police officers, the roles filled by active duty officers, and a schedule for anticipated  
75 retirements and other departures in the coming years;
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79 complementary roles (e.g., CSOs, CSLs, etc.) necessary to meet Burlington’s current public safety  
80 needs;
- 81 • A comprehensive assessment of any recruitment hurdles at the Burlington Police Department,  
82 including, but not necessarily limited to, assessment of the following:
  - 83 ○ The extent to which additional administrative support at the Burlington Police Department  
84 will allow officers additional time to actively engage in community policing and, if

additional administrative support would be helpful to that end, a list of the specific roles the Police Department would seek to hire;

- How the current salary, paid time off, and benefits package for officers compares to market data for other police departments in our region and any other areas from which we are actively recruiting;
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- A proposed timeline for the Burlington Police Department to fully staff up to the revised staffing levels recommended in response to this resolution, including annual hiring goals for uncertified and certified uniformed sworn officers;
- Until the Police Department achieves full staffing, recommendations on what temporary supports are available to assist Burlington in achieving this goal (e.g., expanding relationships with outside agencies, new staffing incentive or overtime models, etc.);
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BE IT FURTHER RESOLVED, to the extent premature general public knowledge of a position the City may take in upcoming negotiations for successor collective bargaining agreements places the City at a substantial disadvantage, the City Council will welcome those confidential portions of the requested report being presented in executive session; and

BE IT FURTHER RESOLVED, that to better address the current state of public safety in Burlington, to provide the City necessary flexibility in drafting the report asked of this resolution, and to send an important message to the community that the City is fully committed to its Police Department, the City hereby removes the current “cap” of 87 uniformed sworn officers at the Burlington Police Department.

TD/Resolutions 2024/*Improving Recruitment For Emergency First Responders And Reexamining The “Cap” On The Number Of Sworn Police Officers And Burlington Police Department Personnel*  
September 9, 2024

Resolution Relating to

IMPROVING RECRUITMENT FOR EMERGENCY FIRST RESPONDERS AND REEXAMINING THE “CAP” ON THE NUMBER OF SWORN POLICE OFFICERS AND BURLINGTON POLICE DEPARTMENT PERSONNEL

RESOLUTION 6.9  
Sponsors: Councilors *Doherty, Barlow, Carpenter, Litwin, McKnight, Shannon, Traverse*  
Introduced: 09/09/24  
Referred to: \_\_\_\_\_  
Action: adopted as amended  
Date: 09/09/24  
Signed by Mayor: 09/10/24

CITY OF BURLINGTON

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5 uniformed police officers by 30% from 105 to 74 uniformed officers”, with no accounting for eight officers  
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11 study to build up these alternatives and get this right, and [a] budget [that] creates the resources to do that,”  
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13 staffing” and result in many other immediate consequences; and

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16 commissioning of a consultant, CNA, which created a report in October 2021 titled as a “Functional and  
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24 between 85-88 uniformed police officers based on 2019 calls for service data; and

\* \* \* \* \*

**DISTRIBUTION:**

I hereby certify that this resolution  
has been sent to the following  
department(s) on

ORIGINAL

RESOLUTION RELATING TO

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Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. ...., Page .....

\* \* \* \* \*

# IMPROVING RECRUITMENT FOR EMERGENCY FIRST RESPONDERS AND REEXAMINING THE “CAP” ON THE NUMBER OF SWORN POLICE OFFICERS AND BURLINGTON POLICE DEPARTMENT PERSONNEL

WHEREAS, based on the CNA report, the City Council raised the maximum total number of officers to 87; and

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NOTE: All categories shown year-to-date, through August 15 of their respective year  
NOTE: These data are derived from Valcour incidents. Valcour is the BPD’s computer-aided dispatch and records-management system. Incidents are initially categorized by dispatch according to the information provided by a caller; the category may be changed by the officer who responds to the scene and/or the detective who takes the case. Offense data and/or NIBRS data may differ.

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

And, WHEREAS, based on the above data, our needs for police response have vastly increased since 2019 and no formal analysis has been done of current needs; and

WHEREAS, the Burlington Police Department currently has approximately 67 officers, less than 30 of which are actively patrolling the City across 24/7 shifts to address a substantially increased number of calls for service, many of which deal with more severe criminality; and

WHEREAS, the CNA report assumed a differential between “actual” and “available” officers of five when they recommended between 85-88 officers, and in 2024, the differential between actual and available officers has averaged 11 officers according to the Chief’s Reports February 2024 - August 2024, which if calculated into the CNA analysis would elevate its recommendation to approximately 100 officers; and

\* \* \* \* \*

**DISTRIBUTION:**

I hereby certify that this resolution  
has been sent to the following  
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ORIGINAL

RESOLUTION RELATING TO

.....  
.....  
.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. .... Page .....

\* \* \* \* \*



WHEREAS, despite increased and sustained recruiting efforts by Chief Murad and other leaders of the Burlington Police Department, and increased compensation—including substantial signing bonuses authorized by the City Council—the number of uniformed sworn officers at the Burlington Police Department remains far short of the current authorized headcount; and

WHEREAS, on October 10, 2023, the City of Burlington resolved that “the increase in crime associated with substance use that endangers the safety of our community is our City’s most urgent public safety issue and must continue to be addressed by our law enforcement personnel and prosecutors”; and

WHEREAS, as a result of the significantly worsened public safety problems in Burlington, CNA’s October 2021 recommendation of an authorized headcount of between 85-88 uniformed Burlington Police Department officers, is no longer reflective of current conditions; and

WHEREAS, chronically reduced staffing levels at the Burlington Police Department have placed unprecedented stresses on Burlington’s other emergency first responders, including members of the Burlington Fire Department, who in addition to traditional firefighting work have been called upon to respond to health emergencies resulting from substance misuse, overdose, and individuals in mental health crises; and

WHEREAS, while complementary support from Community Service Officers (CSOs), Community Service Liaisons (CSLs), Urban Park Rangers, and the Howard Center Street Outreach Team, among others, has been critical to supporting the work of both the Burlington Police Department and Burlington Fire Department, these important roles are not able to fully supplant the work performed by uniformed sworn police officers;

NOW, THEREFORE, BE IT RESOLVED that the City reaffirms its deep gratitude for Burlington’s emergency first responders, strives to make our city a very desirable place for public safety professionals to establish their careers, and is fully committed to supporting the Burlington Police Department’s efforts to improve recruitment; and

BE IT FURTHER RESOLVED that the Chief of the Burlington Police Department, with input from BPD leadership, members of the BPOA, and other community partners, shall present a report to the City Council on or by December 9, 2024, which at least includes the following:

- An update on current staffing levels, including the number of active duty and inactive uniformed sworn police officers, the roles filled by active duty officers, and a schedule for anticipated retirements and other departures in the coming years;



\* \* \* \* \*

**DISTRIBUTION:**

I hereby certify that this resolution  
has been sent to the following  
department(s) on

ORIGINAL

RESOLUTION RELATING TO

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Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. .... Page .....

\* \* \* \* \*

IMPROVING RECRUITMENT FOR EMERGENCY FIRST RESPONDERS  
AND REEXAMINING THE “CAP” ON THE NUMBER OF SWORN POLICE  
OFFICERS AND BURLINGTON POLICE DEPARTMENT PERSONNEL

- An update on ongoing recruitment efforts, including the number of applications received this year and how this compares to historical trends;
- A revised recommendation on the number of uniformed sworn police officers and other complementary roles (e.g., CSOs, CSLs, etc.) necessary to meet Burlington’s current public safety needs;
- A comprehensive assessment of any recruitment hurdles at the Burlington Police Department, including, but not necessarily limited to, assessment of the following:
  - The extent to which additional administrative support at the Burlington Police Department will allow officers additional time to actively engage in community policing and, if additional administrative support would be helpful to that end, a list of the specific roles the Police Department would seek to hire;
  - How the current salary, paid time off, and benefits package for officers compares to market data for other police departments in our region and any other areas from which we are actively recruiting;
  - The current level of hiring bonuses, whether they have been helpful with recruitment, and how our bonuses compare to the market average;
  - The extent to which establishing positions for part-time officers who have obtained Level I or II certification may assist with staffing needs;
  - The feasibility of lifting the salary cap for lateral hires and the extent to which this would be helpful or detrimental to recruitment efforts;
  - The extent to which Vermont’s residential training academy is detrimental to recruitment efforts and suggestions on steps the City could take to encourage the State’s adoption of alternative training models;
  - The feasibility of establishing a Deferred Retirement Option Plan (DROP) or similar program and the extent to which this would assist in retaining officers nearing retirement eligibility;
  - The feasibility of decreasing or eliminating the placement of officers at the airport and whether this would be helpful or detrimental to recruitment efforts;

\* \* \* \* \*

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Approved....., 20.....

..... Mayor

Attest:

Vol. .... Page .....

\* \* \* \* \*

IMPROVING RECRUITMENT FOR EMERGENCY FIRST RESPONDERS  
AND REEXAMINING THE “CAP” ON THE NUMBER OF SWORN POLICE  
OFFICERS AND BURLINGTON POLICE DEPARTMENT PERSONNEL

- A proposed timeline for the Burlington Police Department to fully staff up to the revised staffing levels recommended in response to this resolution, including annual hiring goals for uncertified and certified uniformed sworn officers;
- Until the Police Department achieves full staffing, recommendations on what temporary supports are available to assist Burlington in achieving this goal (e.g., expanding relationships with outside agencies, new staffing incentive or overtime models, etc.);
- A proposed schedule for the Burlington Police Department to provide the City Council regular updates on staffing levels, recruitment benchmarks, and retention rates; and

BE IT FURTHER RESOLVED that in recognition of the critical work performed by Burlington’s firefighters, understanding the impact police staffing levels has on other first responder agencies, and acknowledging the current collective bargaining agreement with the BFFA similarly expires on June 30, 2025, the Chief of the Burlington Fire Department is also invited to participate in the report created in response to this resolution and, with input from Fire Department leadership, members of the BFFA, and other community partners, the Burlington Fire Department shall provide the City Council information in alignment with the reporting requests made of the Burlington Police Department in this resolution; and

BE IT FURTHER RESOLVED that while preparing the report required of this resolution, the Public Safety Committee shall be provided regular written or in-person updates on progress; and

BE IT FURTHER RESOLVED that the City Council reaffirms the requirement set forth in the FY25 Budget Resolution that the Burlington Police Department report quarterly to the City Council beginning July 2024 on how dedicated recruitment funds, including the increased allocation of \$100,000 provided in the FY25 budget, are being utilized; and

BE IT FURTHER RESOLVED that to the extent premature general public knowledge of a position the City may take in upcoming negotiations for successor collective bargaining agreements places the City at a substantial disadvantage, the City Council will welcome those confidential portions of the requested report being presented in executive session; and

BE IT FURTHER RESOLVED that to better address the current state of public safety in Burlington, to provide the City necessary flexibility in drafting the report asked of this resolution, and to send an important message to the community that the City is fully committed to its Police Department, on or shortly after the date on which the report required by this resolution is delivered, the City Council will fully consider each of

\* \* \* \* \*

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RESOLUTION RELATING TO

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Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. .... Page .....

\* \* \* \* \*

127

the recommendations made in this report to address recruitment, including, but not limited to, any

128

recommendation to raise the current “cap” of 87 uniformed sworn officers.

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131

TD/Resolutions 2024/*Improving Recruitment For Emergency First Responders And Reexamining The “Cap” On The Number Of Sworn Police*

132

*Officers And Burlington Police Department Personnel*

133

September 9, 2024

\* \* \* \* \*

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has been sent to the following  
department(s) on

ORIGINAL

**RESOLUTION RELATING TO**

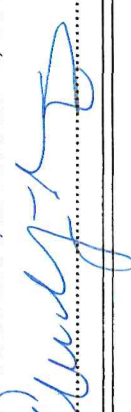
Improving Recruitment for Emergency First Responders and Reexamining The "CAP" on the  
Number of Sworn Police Officers and Burlington Police Department Personnel

**Adopted by the City Council**

September 9, 2014

 Clerk

Approved Sept 10, 2014

 Mayor

Vol. .... Page .....

\* \* \* \* \*

Resolution Relating to

THE ESTABLISHMENT OF A DOWNTOWN PUBLIC  
SAFETY HUB

RESOLUTION\_\_\_\_\_

Sponsor(s): Councilor(s) Litwin,  
Brown McKnight, Traverse,  
Carpenter, Shannon, Barlow, Doherty  
Introduced: \_\_\_\_\_  
Referred to: \_\_\_\_\_

Action: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signed by Mayor: \_\_\_\_\_

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, public safety has consistently been identified as an urgent priority by the public, the administration, and City Councilors; and

WHEREAS, crime and substance use in our downtown core, including recent violent and random attacks and robberies and the closure of public spaces such as areas of parking garages, have negatively and significantly impacted the safety, wellbeing, public confidence, and operations of our business community, shoppers, residents, and visitors to our downtown; and

WHEREAS, the Administration acknowledges and continues to concentrate on crime and drug hot spots operating within our downtown and in the vicinity of the nationally-recognized Church Street Marketplace, as well as the nearby School Zones surrounding Edmunds Elementary and Middle Schools at 275-299 Main Street, Burlington Technical School at 110 Cherry Street, Downtown Burlington High School at 67 Cherry Street, where Burlington youth frequently socialize, shop, and work in the vicinity of these hot spots and our Marketplace; and

WHEREAS, substantial research and evidence suggests that police and first responder visibility can act as a deterrent to crime through visibility, trust building via community policing, enhanced public confidence to visit the area, and facilitating the proactive and rapid response to traffic enforcement incidents, overdoses, and more serious emergencies;<sup>1</sup> and

WHEREAS, various organizations and city officials are currently providing a wide array of public safety services and responses downtown in all weather and without privacy, including increased drug overdoses and mental health emergencies. Some of the city’s current and increased investments include the

<sup>1</sup> “The Role of Police Visibility in Preventing Crime: A Review of the Evidence,” David Weisburd, Cody W. Telep, and John E. Eck, Journal of Experimental Criminology (2014) Key summary: This review article examines empirical studies on how police visibility affects crime rates. The authors conclude that increased police presence in high-crime areas generally leads to reductions in crime, particularly when combined with community policing strategies.

"Community Policing and Crime: A Review of the Evidence, Wesley G. Skogan, The Annals of the American Academy of Political and Social Science (2006) Key Summary: Community policing efforts, including increased police visibility, contribute to building trust between police and community members. This trust enhances public confidence and cooperation, which can deter crime.



20 Howard Center Street Outreach Team, the life-saving and award-winning CRT Program from Burlington Fire  
21 Department, Burlington Police Department’s CSO and CSL programs, as well as sworn officers when staffing  
22 permits; and

23 WHEREAS, the City Council acknowledges the increasingly time-sensitive need to address our  
24 deteriorating Police Headquarters at 1 North Avenue and that this resolution is not intended to supersede that  
25 need; recognizing that both projects are viable and necessary to have a robust and modernized Police  
26 Department that complements recruitment and retention efforts, a space for the public to engage with Police in  
27 community meetings or seek assistance in a welcoming space, and one that addresses current health and safety  
28 concerns long-expressed by past and present Police Department employees; and

29 WHEREAS, on July 22, 2024 the Transportation, Energy, and Utilities Committee (“TEUC”)  
30 unanimously passed a motion to “support and recommend to the City Council support the Department of  
31 Public Works pursuing CCRPC FY’26 grant funding to undertake a comprehensive update of the City’s  
32 Transportation Plan in FY’26, which among other things, would include, “the siting of a comprehensive  
33 information and services kiosk or other structure, including but not limited to the placement of a public safety  
34 component, publicly available rest rooms, and wayfinding.” TEUC’s motion further affirmed that, “DPW  
35 Staff is requested to commit in FY’25 to do as much of the following that is within the capacity of the  
36 department, given staffing and funding constraints and the multitude of important projects being undertaken,”  
37 which included a direction to “conduct preliminary pilot initiatives... (including a kiosk with a public safety  
38 component)”;

39 NOW, THEREFORE, BE IT RESOLVED that the City Council acknowledges that Burlington faces  
40 an urgent public safety emergency and substance misuse crisis and that the establishment of a public safety  
41 kiosk or hub downtown will allow us to directly deploy necessary resources to our downtown, and to deter  
42 criminal activity and restore public trust in the safety of our downtown through visibility and rapid resource  
43 deployment; and

44 BE IT FURTHER RESOLVED that the City recognizes the urgency of our downtown public safety  
45 concerns and commits to expeditiously establishing and funding a public safety hub or kiosk on or very nearby  
46 Church Street Marketplace in a location that is visible and accessible to the public; and

47 BE IT FURTHER RESOLVED that the Public Safety Committee shall engage the community on its  
48 vision for a public safety hub or kiosk, and this engagement shall include consultation with interested  
49 community partners, including, but not limited to, the DPW Commission, Board of Health, Director of  
50 Business and Workforce Development and Church Street Marketplace Commission, Burlington Police  
51 Department & Crisis Advocacy Intervention Programs (CAIP), Burlington Fire Department and its Critical

52 Response Team (CRT), Howard Center Street Outreach Team, Burlington Community Justice Center,  
 53 Burlington Business Association and the general business community. The Public Safety Committee shall  
 54 report back on the needs and input from the community to the Mayor's Office and City Council on or by  
 55 December 9, 2024; and

56 BE IT FURTHER RESOLVED that after receiving this report from the Public Safety Committee, the  
 57 Director of Business and Workforce Development, in collaboration with the Mayor's Community Safety  
 58 Advisor and any other staff of the Mayor's choosing, shall prepare report to the City Council's Public Safety  
 59 Committee on various specific options and recommendations for a public safety kiosk or hub (e.g., new or  
 60 existing freestanding structure, existing storefront space, etc.), potential locations for a kiosk or hub, and the  
 61 estimated cost of each option, and this report shall be delivered no later than February 10, 2025 ; and

62 BE IT FURTHER RESOLVED that subject to any necessary future approval of the Board of Finance  
 63 and City Council, the Mayor's Administration may seek the support of professional consultant services to  
 64 assist in the preparation of the report required by this resolution, and the cost of these services shall not exceed  
 65 \$30,000, or the Administration may reserve said funds and an additional \$20,000 for a total of \$50,000 in  
 66 assigned FY25 monies for costs associated with establishing the downtown public safety hub or kiosk; and

67 BE IT FURTHER RESOLVED that in anticipation of the City Council and Mayor acting on the  
 68 recommendations set forth in the report, the City will start to prioritize applications and sources for funding  
 69 sources necessary to support this project.

70  
 71  
 72 *EL/Resolutions 2024/Establishment of a Downtown Public Safety Hub*  
 73 September 9, 2024

Resolution Relating to

THE ESTABLISHMENT OF A DOWNTOWN PUBLIC  
SAFETY HUB

RESOLUTION\_\_\_\_\_

Sponsor(s): Councilor(s) Litwin,  
Brown McKnight, Traverse,  
Carpenter, Shannon, Barlow, Doherty  
Introduced: \_\_\_\_\_  
Referred to: \_\_\_\_\_

Action: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signed by Mayor: \_\_\_\_\_

CITY OF BURLINGTON

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26 Department that complements recruitment and retention efforts, a space for the public to engage with Police in  
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51 Department & Crisis Advocacy Intervention Programs (CAIP), Burlington Fire Department and its Critical

Response Team (CRT), Howard Center Street Outreach Team, Burlington Community Justice Center, Burlington Business Association and the general business community. The Public Safety Committee shall report back on the needs and input from the community to the Mayor's Office and City Council on or by December 9, 2024; and

BE IT FURTHER RESOLVED that after receiving this report from the Public Safety Committee, the Director of Business and Workforce Development, in collaboration with the Mayor's Community Safety Advisor and any other staff of the Mayor's choosing, shall prepare report to the City Council's Public Safety Committee on various specific options and recommendations for a public safety kiosk or hub (e.g., new or existing freestanding structure, existing storefront space, etc.), potential locations for a kiosk or hub, and the estimated cost of each option, and this report shall be delivered no later than February 10, 2024; and

BE IT FURTHER RESOLVED that subject to any necessary future approval of the Board of Finance and City Council, the Mayor's Administration may seek the support of professional consultant services to assist in the preparation of the report required by this resolution, and the cost of these services shall not exceed \$30,000, or the Administration may reserve said funds and an additional \$20,000 for a total of \$50,000 in assigned FY25 monies for costs associated with establishing the downtown public safety hub or kiosk; and

BE IT FURTHER RESOLVED that in anticipation of the City Council and Mayor acting on the recommendations set forth in the report, the City will start to prioritize applications and sources for funding sources necessary to support this project.

*EL/Resolutions 2024/Establishment of a Downtown Public Safety Hub*  
September 9, 2024

Resolution Relating to

ASSURING OUR POLICE DEPARTMENT HAS A MODERN FACILITY THAT ASSURES THE HEALTH AND WELLBEING OF EMPLOYEES, MEETS THE EXPECTATIONS OF THE PUBLIC, AND PROVIDES DIGNITY, SECURITY AND PRIVACY FOR PERPETRATORS AND VICTIMS

RESOLUTION\_\_\_\_\_

Sponsor(s): Councilors *Traverse, Barlow, Carpenter, Doherty, Litwin, McKnight, Shannon*  
Introduced: \_\_\_\_\_  
Referred to: \_\_\_\_\_  
Action: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signed by Mayor: \_\_\_\_\_

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

- 1
- That WHEREAS, the Burlington Police Department has been headquartered at the Antonio B. Pomerleau
- 2
- Building located at One North Avenue since 1995; and
- 3
- WHEREAS, this police station bears the name of the late Antonio B. Pomerleau, a former Burlington
- 4
- police commissioner, developer, and philanthropist, as Mr. Pomerleau was responsible for purchasing and
- 5
- renovating the building prior to charitably conveying the entire property to the City with generous terms; and
- 6
- WHEREAS, with gratitude to Mr. Pomerleau and his family, the City acknowledges that after three
- 7
- decades of use, the police station is currently outdated and in need of major renovations or replacement; and
- 8
- WHEREAS, in its FY25 budget presentation, the Burlington Police Department and Chief Jon Murad
- 9
- identified the outdated police station as a hurdle to recruitment, comparing it to newer facilities for the
- 10
- Vermont State Police (built in 2023), South Burlington Police Department (renovated in 2010), Essex Police
- 11
- Department (built in 2018), and Colchester Police Department (renovated in 2012); and
- 12
- WHEREAS, the condition of the police station remains in a worsened state due to an arson incident
- 13
- that occurred there on November 13, 2023; and
- 14
- WHEREAS, the appraised value of the property at One North Avenue currently appears on
- 15
- Burlington's Grand List as \$4,829,400; and
- 16
- WHEREAS, the City Council regularly receives complaints and concerns from community members
- 17
- that the Burlington Police Department currently lacks the resources to respond to incidents in a manner that is
- 18
- acceptable to the community; and
- 19
- WHEREAS, the City is deeply grateful for all of Burlington's emergency first responders and is
- 20
- committed to ensuring our public safety agencies present career opportunities that are among the most
- 21
- desirable in our region; and
- 22
- WHEREAS, in the Pre-Development Agreement entered into by the City in or about March 2024
- 23
- regarding the Memorial Block, the City committed to determining the feasibility of relocating the also
- 24
- outdated Central Fire Station located in that block to a new public safety facility;

ASSURING OUR POLICE DEPARTMENT HAS A MODERN FACILITY THAT ASSURES THE HEALTH AND WELLBEING OF EMPLOYEES, MEETS THE EXPECTATIONS OF THE PUBLIC, AND PROVIDES DIGNITY, SECURITY AND PRIVACY FOR PERPETRATORS AND VICTIMS

25 NOW, THEREFORE, BE IT RESOLVED that the City shall begin the process of assuring our police  
26 department has a modern facility that assures the health and wellbeing of employees and meets the  
27 expectations of the public, and provides dignity, security and privacy for perpetrators and victims within the  
28 facility; and

29 BE IT FURTHER RESOLVED that a three person committee, appointed by the Mayor and Council  
30 President shall be established to develop and present a preliminary assessment of needs and options for the  
31 Department, to the City Council on or by its meeting on October 28, 2024; and

32 BE IT FURTHER RESOLVED that this three-person committee shall consist of:

- 33 1. One commercial real estate professional  
34 2. One architect or builder  
35 3. One person with experience real estate financing; and

36 BE IT FURTHER RESOLVED that the work of the committee will be supported by the Chief  
37 Administrative Officer and Chief of Police; and

38 BE IT FURTHER RESOLVED that the Council respectfully requests that the committee investigate  
39 immediate, short- term, and long -term solutions, opportunities, and costs (to the extent that they may differ)  
40 to address department needs; and

41 BE IT FURTHER RESOLVED that in addition to recommending relocation or renovation options that  
42 will better support the Burlington Police Department and its existing recruitment challenges, the committee  
43 shall also prioritize options that improve the public's ability to directly engage with the Police Department and  
44 options that include secure facilities to hold suspects locally rather than in other communities, separate  
45 meeting space for victims, adequate parking for police vehicles and staff, and community meeting space; and

46 BE IT FURTHER RESOLVED that in consideration of the City's current bonding capacity and  
47 existing taxpayer commitments to the new Burlington High School and Technical Center, and to best expedite  
48 a much-needed replacement or renovations for the existing police station, the City encourages the committee  
49 to recommend options requiring limited or no contributions from Burlington taxpayers and, to that end, the  
50 committee may present options that involve the sale of all or part of the property at One North Avenue and  
51 utilizing those proceeds for purpose of building replacement or renovations; and

52 BE IT FURTHER RESOLVED that to the extent the existing police station remains in need of repairs  
53 necessitated by the arson incident of November 13, 2023, an assessment of needed repairs and associated costs  
54 shall be presented by the Mayor's Administration to the City Council at or before its meeting on October 7,

**Resolution Relating to**

ASSURING OUR POLICE DEPARTMENT HAS A MODERN FACILITY  
THAT ASSURES THE HEALTH AND WELLBEING OF EMPLOYEES,  
MEETS THE EXPECTATIONS OF THE PUBLIC, AND PROVIDES  
DIGNITY, SECURITY AND PRIVACY FOR PERPETRATORS AND  
VICTIMS

55 2024, including a proposal on any budget amendments necessary to ensure these repairs are completed by the  
56 end of this calendar year.

57

58 BT/Resolutions 2024/*Assuring Our Police Department Has A Modern Facility That Assures The Health And Wellbeing Of Employees, Meets The*  
59 *Expectations Of The Public, And Provides Dignity, Security And Privacy For Perpetrators And Victims*  
60 September 9, 2024





## Office of Mayor Emma Mulvaney-Stanak

### **Mayor's Community Safety Message** September 8, 2024

Dear neighbors,

I write with community safety updates.

The City has experienced some scary and troubling events in the last couple of weeks, and my thoughts are with the victims and their loved ones, as well as with the community as a whole. I also remain grateful to our first responders. Their jobs are not easy, and we are all fortunate for their steady and capable response, unwavering service to the community, and ongoing collaboration in achieving our goal of a safer Burlington.

I want to emphasize that the top priority of my administration is improving our community safety system so it is comprehensive, effective, and responsive to our community's needs. Everyone deserves to be and feel safe in our city, and we still have work to do to get there. Our City team has been hard at work across multiple departments and in collaboration with community partners to develop and implement both immediate steps and longer-term strategies to address our health and safety challenges. In many cases, these challenges are complex, and we will need to try new things, to learn from new approaches, and to continuously adapt in order to improve our response. I want to be clear: adapting means actively exploring and encouraging new approaches that are data-informed and then evolving as new challenges arise in our community. To adapt to this moment means working to change things for the better, every day. Below is a summary of the important work the City is already doing.

#### **COMMUNITY SAFETY WORK TO DATE**

##### **FATAL SHOOTING AT RED SQUARE**

- I conducted an After-Action Review with my team on Sunday morning, the day after the incident, to identify ways to improve communication and coordination across city departments, as well as to identify immediate next steps related to gun violence and gun safety policy reforms.
- We then conducted an After-Action Review with Chief Murad on the incident and identified next steps, including better construction coordination so critical access points to Church Street are not blocked for emergency response purposes; stronger coordination between departments (BPD and CEDO/CJC) for better victim support post-incident; and review of crowd control to secure a crime scene.
- I met with Red Square owners within days of the August 24 incident to debrief and ask how the City can provide immediate and long-term support. Our Director of Business and Workforce

Development will help convene a working group of downtown business stakeholders to address coordination in training, support, and response following this incident. I also shared with Red Square the victim services available through Burlington's Community Justice Center (CJC), and the CJC then met with Red Square owners, provided updates about court proceedings and offered to accompany Red Square employees to court, and offered follow-up meetings with interested Red Square employees around their needs. Our team also created business cards listing victim support resources that can be shared with regulars at Red Square and with other bars and their patrons. BWD began distributing these cards last week. Businesses interested in obtaining these cards should reach out to [business@burlingtonvt.gov](mailto:business@burlingtonvt.gov).

- As a legislator, I introduced [H.98 \(2023\)](#) which included Burlington's charter change provision to ban guns from all establishments that serve alcohol. This bill never received a walk-through or a hearing during the last biennium. In this same bill, I recommended additional tools coordinated by the state to help Vermonters access safe storage tools (safe storage is now required by law but lacks support provisions to help people access safe storage options). I will be recommending we add this to the City's legislative agenda for 2025.

## **HOT SPOTS**

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At the same time that we are experiencing very real safety issues, we also have reasons to be hopeful. We continue to enjoy strong community and visitor engagement in our downtown and high turnout at our many summer events in the core City. And we are still one of the safest cities in the country according to [analysis by WalletHub \(October 2023\)](#). Recent BPD data shows decreases in the numbers of several serious incidents categories as compared to 2023, with some numbers remaining flat and some numbers, such as domestic disturbances, gunfire, overdoses, and traffic incidents seeing troubling increases. In other words, we have some reasons to be hopeful while also having much work to do. Burlington is a dynamic city facing big city challenges that also offers an impressive array of creative, fun, and exciting opportunities. This weekend we welcomed thousands of visitors and locals to Art Hop and the Vermont Pride Festival. There is a lot to be proud of and to celebrate amidst our challenges.

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Please reach out to my office at [mayor@burlingtonvt.gov](mailto:mayor@burlingtonvt.gov) with questions or feedback.

With gratitude,  
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## Office of Mayor Emma Mulvaney-Stanak

### **Mayor's Community Safety Message** September 8, 2024

Dear neighbors,

I write with community safety updates.

The City has experienced some scary and troubling events in the last couple of weeks, and my thoughts are with the victims and their loved ones, as well as with the community as a whole. I also remain grateful to our first responders. Their jobs are not easy, and we are all fortunate for their steady and capable response, unwavering service to the community, and ongoing collaboration in achieving our goal of a safer Burlington.

I want to emphasize that the top priority of my administration is improving our community safety system so it is comprehensive, effective, and responsive to our community's needs. Everyone deserves to be and feel safe in our city, and we still have work to do to get there. Our City team has been hard at work across multiple departments and in collaboration with community partners to develop and implement both immediate steps and longer-term strategies to address our health and safety challenges. In many cases, these challenges are complex, and we will need to try new things, to learn from new approaches, and to continuously adapt in order to improve our response. I want to be clear: adapting means actively exploring and encouraging new approaches that are data-informed and then evolving as new challenges arise in our community. To adapt to this moment means working to change things for the better, every day. Below is a summary of the important work the City is already doing.

#### **COMMUNITY SAFETY WORK TO DATE**

##### **FATAL SHOOTING AT RED SQUARE**

- I conducted an After-Action Review with my team on Sunday morning, the day after the incident, to identify ways to improve communication and coordination across city departments, as well as to identify immediate next steps related to gun violence and gun safety policy reforms.
- We then conducted an After-Action Review with Chief Murad on the incident and identified next steps, including better construction coordination so critical access points to Church Street are not blocked for emergency response purposes; stronger coordination between departments (BPD and CEDO/CJC) for better victim support post-incident; and review of crowd control to secure a crime scene.
- I met with Red Square owners within days of the August 24 incident to debrief and ask how the City can provide immediate and long-term support. Our Director of Business and Workforce



Development will help convene a working group of downtown business stakeholders to address coordination in training, support, and response following this incident. I also shared with Red Square the victim services available through Burlington's Community Justice Center (CJC), and the CJC then met with Red Square owners, provided updates about court proceedings and offered to accompany Red Square employees to court, and offered follow-up meetings with interested Red Square employees around their needs. Our team also created business cards listing victim support resources that can be shared with regulars at Red Square and with other bars and their patrons. BWD began distributing these cards last week. Businesses interested in obtaining these cards should reach out to [business@burlingtonvt.gov](mailto:business@burlingtonvt.gov).

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