



Board of Finance

Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

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1. Agenda

Subject	1.1. Motion to adopt agenda
Meeting	April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	2. Public Forum

Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

3. Consent Agenda

Subject	3.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated
Subject	3.2. McNeil RFPs - BED
Meeting	April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Burlington Electric Department
Type	Action (Consent)
Recommended Action	subject to City Attorney Brown's revisions, to move that the City Council approves BED executing the proposals presented under each of the RFPs
Subject	3.3. Allocation Of Bond Proceeds For Public Improvements - Series 2022A Bonds - C/T
Meeting	April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	To approve and recommend that the City Council (1) Waive the reading and adopt the attached resolution authorizing the Mayor, Chief Administrative Officer, or the City's Assistant Director of Finance to execute the reallocation of the identified Series 2022A bond proceeds, not to exceed \$634,928.00, to complete facility capital improvements at the Police Station and Fire Station 3, and (2) Authorize the Mayor, Chief Administrative Officer, and the Assistant Director of Finance to take such further actions and to execute such further instruments, subject to

final review and approval of the City Attorney's Office, as may be necessary or convenient to effectuate the transactions contemplated hereby.

Subject **3.4. Burlington Police Department HVAC Project 2025 - BPRW**

Meeting April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

Category 3. Consent Agenda

Department Parks, Recreation, & Waterfront

Type Action (Consent)

Recommended Action to approve and recommend that the City Council approve and authorize the execution of a contract with Energy Efficient Investments Inc., for a price not to exceed \$758,964 for the Burlington Police Department HVAC project, plus a project contingency of \$75,000, for a total approved project expenditure not to exceed \$833,964, and to authorize Cindi Wight, Director of Parks, Recreation and Waterfront, to execute the contract and any related documents needed to carry out the project, subject to the review of the City Attorney's Office

Subject **3.5. Contract for preserveBTV: Historic Preservation Plan - Planning**

Meeting April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

Category 3. Consent Agenda

Department Planning

Type Action (Consent)

Recommended Action to approve and recommend that the City Council approve and authorize the Office of City Planning Director or their designee, subject to final review and approval by the City Attorney's Office, to execute the contract with Heritage Strategies, LLC to create a citywide historic preservation plan for Burlington

Subject **3.6. Arts So Wonderful - City Council Initiative Request**

Meeting April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

Category 3. Consent Agenda

Department Council and Board

Type Action (Consent)

Recommended Action to approve the use of \$3,675 from the City Council Initiative Fund to subsidize graffiti removal and mural by Arts So Wonderful

4. Deliberative Agenda

Subject	4.1. Authorization to Issue Early Learning Initiative Capacity Grants to Robin's Nest Children's Center for \$30,000 - BWD
Meeting	April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Business and Workforce Development
Type	Action
Recommended Action	to approve and authorize the Director of Business and Workforce Development to enter into an ELI Capacity grant agreement with Robin's Nest Children's Center in the amount not to exceed \$30,000 to expand enrollment and address overdue plumbing and bathroom maintenance needs, subject to review of the grant capacity agreements by the City Attorney's Office
Subject	4.2. DPW Division Director - Water Resources Compensation Review & Market Factor Recommendation - DPW/HR
Meeting	April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	To approve and recommend that the City Council approve: ☐ The compensation adjustment of the DPW Division Director – Water Resources, a Regular, Full-Time, Exempt, Non-Union, market factor role to Division Director – Water Resources, a Regular, Full-Time, Exempt, Non-Union, market factor role in the Department of Public Works as listed above, and to include retroactive pay back to December 9, 2024.
Subject	4.3. DPW Division Director - Technical Services/City Engineer Compensation Review & Market Factor Recommendation - DPW/HR
Meeting	April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	To approve and recommend that the City Council approve: ☐ The compensation adjustment of the DPW Division Director – Technical Services/City Engineer, a Regular, Full-Time, Exempt, Non-Union, Grade 25 role to Division Director – Technical Services/City Engineer, a Regular, Full-Time, Exempt, Non-Union, market factor role in the Department of Public Works as listed above, and to include retroactive pay back to December 9, 2024
Subject	4.4. Authorization of Sidewalk Reconstruction Program Project Budget and Construction Contract - DPW

Meeting April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

Category 4. Deliberative Agenda

Department Public Works Department

Type Action

Recommended Action

1. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds, as described in the attached project budget, to a total of \$931,381.65 for the projected construction costs to complete the CY25 Sidewalk Reconstruction Program.
2. To approve and recommend that the City Council authorize the Public Works Director execute a construction contract for the Sidewalk Reconstruction Project with SD Ireland Brothers Corporation with a maximum limiting amount of \$846,004.00, subject to review and approval of the City Attorney and within existing project appropriations, and to take such further actions and to execute such further instruments approved as to form by the City Attorney as may be necessary or convenient to implement the transactions contemplated hereby.

Subject 4.5. Rose St. and Cedar St. VTrans TAP Grant - DPW

Meeting April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

Category 4. Deliberative Agenda

Department Public Works Department

Type Action

Recommended Action

1. To approve and recommend that the City Council authorize the Director of Public Works to execute the Project Commitments Form from the Vermont Agency of Transportation for Rose St / Cedar St Improvements, obligating the City to commit a local match of \$150,000, for a total project budget of \$750,000 in furtherance of accepting a reimbursable grant amount up to \$600,000, and to take such further actions and execute such further instruments as may be necessary or convenient to implement the project within existing project appropriations, subject to review and approval by the City Attorney's Office.
2. To approve and recommend that the City Council authorize the Chief Administrative Offices, or her designee, to effectuate necessary budget amendments and transfers of funds to create the project budget(s) of \$750,000 for the Rose St / Cedar St Improvements.
3. To approve and recommend that the City Council approve the use of the VTrans Atthe-Ready program for Professional Design Consultant Procurement

Subject 4.6. Cambrian Rise Stormwater Offset Project MOU Approval - DPW/Water Resources

Meeting April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

Category 4. Deliberative Agenda

Department Public Works Department - Water Resources

Type Action

Recommended Action 1. To approve and recommend that the City Council authorize Chapin Spencer, the Director of Public Works, and Cindi Wight, the Director of the Department of Parks, Recreation and Waterfront to execute the Cambrian Rise Memorandum of Understanding and Agreement ("MOU") with BC Community Housing ("BCCH") and to authorize the Mayor to take such further actions and to execute such further instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the transactions contemplated hereby for the purpose of constructing a stormwater offset project within PR&W's property provided that all these authorizations are contingent on the contract and any amendment thereto having the prior approval of the City Attorney and Chief Administrative Officer.
2. To approve and recommend that the City Council authorize the Chief Administrative Officer, or her designee, to approve use of up to \$275,000 of Fund 245 fund balance and to effectuate necessary budget amendments and transfers of funds to create the project budget of \$275K for the North Ave Combined Sewer Reduction" project.

Subject **4.7. Creation of a cemetery reserve fund - BPRW**

Meeting April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

Category 4. Deliberative Agenda

Department Parks, Recreation, & Waterfront

Type Action

Recommended Action to approve and recommend that the City Council approve the creation of a reserve fund for replacing equipment needed for full burials with the burial rate set annually by the Cemetery Commission, subject to the review and approval of the Chief Administrative Officer or designee

Subject **4.8. FEMA Hazard Mitigation Grant Application, 505 Riverside Avenue - DPI**

Meeting April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

Category 4. Deliberative Agenda

Department Permitting & Inspections

Type Action

Recommended Action 1. To approve, and recommend that City Council approve, the submission of a Hazard Mitigation Grant Program application for the buy-out of 505 Riverside Avenue, and
2. To approve, and recommend that the City Council authorize, the acceptance of the Hazard Mitigation Grant Program award, if granted, and
3. To recommend that the City Council authorize the Mayor, the Director of Public Works and the Director of Permitting & Inspections to take such further actions and execute such further instruments approved as to form by the City Attorney or designee as may be necessary or convenient to effectuate the grant acceptance and property transactions contemplated hereby.

5. Adjournment

Subject **5.1. Motion to adjourn**

Meeting April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

Category 5. Adjournment

Department	Council and Board
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Type	Action Procedural
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Recommended Action	Motion to adjourn
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Proposal for
Forestry Assessment and Analysis for McNeil

Prepared for
Burlington Electric Department



Prepared by
John Bryant
K2QC Consulting LLC
k2qcconsulting@gmail.com
207-745-9955
901 Mann Hill Road
Holden, Maine 04429

February 18, 2025

K2QC Consulting LLC (K2QC) submits this proposal to the Burlington Electric Department (BED) to provide forestry assessment and analysis services for the McNeil Generating Station (McNeil). K2QC is a third-party firm with the capacity to address the assessment expectations and deliverables detailed in BED's PFP# 014-25C.

This would include:

1. Assessing the number and volume of whole trees produced for fuel at McNeil compared to limbs, ends, and residues procured for fuel at McNeil.
2. Assessing for whole trees, what portion were low-value roundwood and diseased or damaged trees.
3. Providing quantitative and qualitative assessment of afforestation and deforestation outcomes in areas where wood is harvested for McNeil and market factors that affect such outcomes.
4. Providing assessment of current wood chip procurement and forestry management practices at McNeil and offer BED ideas for further improvement including review of Harvest Guidelines in Appendix A and suggested audit areas for confirmation.
5. Deliver a written report that will assist in defining future forestry practices at McNeil.
6. Ability to engage in several public hearings during the process of conducting the deliverables and final report.

K2QC provides forest management, forest operations and logistics, wood supply assessments, and organizational development expertise to landowners, forest products mills, and government agencies.

Qualifications – John Bryant

Owner, K2QC Consulting LLC since 2021

B.S. Forestry, University of Maine

Maine Licensed Forester #931

Co-owner, American Forest Management from 2010-2020

40 years' experience in Maine, New Hampshire, Vermont and New York in forestry, property management, land transactions, and SFI forest certification audits.

Employed by St. Regis Paper Company 1977-1985, Champion International Company 1985-2000,

International Paper Company 2000-2006, American Forest Management 2007-2020

Member of Baxter State Park's Scientific Forest Management Area Advisory Committee

Fee Structure: Fees would be charged for services according to the following schedule.

John Bryant	\$135.00 per hour
Contract Biometrician (if necessary)	\$100.00 per hour
Vehicle	\$0.67 per mile

Total project cost not to exceed: **\$22,850.**

Travel Expenses (from Holden to Burlington, as necessary). Hourly rates and travel costs will be based upon round trip travel time from K2QC home office in Holden, Maine.

Proposal Duration: The terms of this proposal will expire September 30, 2025.

Audit Standards detailed in Appendix A (BED Harvest Policy and CPG Audit Standards) will be addressed during the project. K2QC has the experience and consulting knowledge to properly audit and assess field performance and recommend necessary improvements.

Plan to view randomly selected harvest sites during the first few months while reviewing historical delivery records to assess any out-of-compliance issues. Interim report by July 1 and final report by September 30.

Experience:

John Bryant has an extensive work history in forest management and field operations in the following technical and operational disciplines.

1. Forest management experience across Maine and New Hampshire on over 1.1MM acres of large industrial, small woodlots and timber investment properties since 1978.
2. Worked from 1996 to 2000 as land transaction manager for large industrial landowner facilitating sales and purchases of timberland to build a strategic land base serving company mills.
3. Responsible to coordinate with third party auditors to oversee an annual SFI audit on 1.1MM acre land base.
4. Lead a sales work team on 800,000-ton annual timber sales serving over 40 customers across New England and Canadian Maritime provinces assuring highest return for harvested timber, which included weekly decisions on delivering biomass residuals from field operations to energy facilities in Maine and northern New Hampshire.
5. Strong analytical and reporting skills.
6. Working knowledge of forest carbon dynamics.
7. Presented numerous forestry topics at state and professional meetings (New England Society of American Foresters, NERCOFE, University of Maine).
8. Testified at Maine legislative hearings on a variety of forestry topics and land use debates.
9. Co-chaired Maine's ATV legislative task force in 2019.
10. 40-year member of New England Society of American Foresters.
11. Licensed Maine Forester since 1988.

Insurance Requirements: K2QC Consulting can provide BED with COI for coverages in the minimum insurance requirements detailed in the BED proposal including:

1. Professional Liability (\$1,000,000 each claim and in aggregate)
2. Commercial General Liability – bodily injury and property damage (\$500,000 each occurrence and in aggregate)
3. Automobile liability – bodily injury and property damage (\$500,000 combined single limit)
4. Employers Liability (\$100,000 each accident, \$100,000 each employee, and \$500,000 policy limit)
5. Cyber Liability – each claim/event aggregate limit (\$2,000,000 each claim and each event)

References: Provided upon request



Burlington Electric Department
585 Pine St #4864
Burlington, VT 05401

October 30, 2024 – Revised January 29, 2025 To whom it concerns,

Please accept this letter proposal in response to your Request for Proposal RFP# 013-25 Emissions Assessment and Reduction Analysis for McNeil.

1 Situation, Background and Understanding

The McNeil Plant plays an important role in the city of Burlington with respect to providing reliable, clean, cost effective to the city of Burlington, providing power to the joint owners as well as providing capacity and frequency regulation services to Vermont and ISO-NE. Additionally, the plant provides important economic benefits to the local and regional economy supporting the forestry industry and supporting sustainable forestry practices in New York and Vermont. The plant also is classified as a renewable energy generator, producing Renewable Energy Credits.

The City of Burlington built the plant in 1984, and is operated under joint ownership with BED (50%), Green Mountain Power (31%) and Vermont Public Power Authority (19%). In earlier decades, the plant operated at a much lower capacity factor in 30% to 40%. In more recent years, the plant operates at a higher utilization factor, estimating a 52% capacity factor in 2022. The plant is dispatched by BED on an economic basis, considering the marginal operating cost and marginal revenues including wholesale energy and renewable energy credit value.

In 2008, the joint owners invested \$12 million to install a Regenerative Selective Catalytic Reduction system to reduce NOx emissions. This investment contributed to the plant qualifying as a renewable energy generator for the purposes of selling Renewable Energy Credits, including Connecticut's Class 1 RECs.

In 2023, the Burlington City Council approved advancing the development of a \$42 million district energy system, providing thermal energy to the University of Vermont Medical Center, incorporating a heat recovery system, construction of a thermal loop, and an electric boiler. The system is estimated to provide 125,000 MMBtu per year to UVMCMC.

Wood chips are generally sourced within 60 miles of the plant from New York and Vermont. The wood chips typically cost between \$22 and \$33 per ton delivered by truck. Delivery by rail adds about \$7 per ton in cost. At full load, the plant consumes approximately 76 wet tons of wood per hour. According to one calculation for 2021, the McNeil plant emitted 453,563 tons of CO2 at the stack (i.e. without accounting for specific fuel types or any carbon benefit from the biomass cycle) as well as emitting additional materials including methane, nitrous oxides, carbon monoxide, Benzene, Formaldehyde and ultra-fine toxic particles.

The city of Burlington prepared a strategic plan in 2019 that sets a net zero energy target for the city including thermal energy and ground transportation energy, with the objective to eliminate fossil fuel use and greenhouse gas emissions. Within this context, BED operates the McNeil plant with energy production from local and regional wood chips, recognizing that the calculation of carbon cycle

associated with wood fired power plants is complex with several different approaches to calculating carbon impacts.

In recent years, biomass power plants have faced economic and environmental challenges. States such as New Hampshire have historically provided subsidies to wood fired power plants, to support the favorable characteristics including renewable resources, supporting the regional forestry industry and a local energy source. The advent of low-cost wind and solar power have provided states a lower cost renewable option, resulting in many state legislatures reducing their financial subsidies for wood fired power plants.

Issues have also been raised by environmental groups with respect to how carbon emissions are calculated and considered. The use of biomass with sustainable forestry practices provides a basis for a closed loop carbon cycle. However, the issue of timing of carbon absorption and carbon release has been raised. In addition, there are other pollutants emitted as a function of operating a wood fired thermal power plant. These issues have come before the Burlington City Council, with the result being an interest on the part of BED in investigating potential pathways to reduce stack carbon emissions at the McNeil power plant.

The purpose in issuing the RFP is to provide BED with approaches and their associated impacts and implications to potentially reduce the environmental footprint of the McNeil station while retaining the energy production benefits of the plant.

2 Goals, Objectives and Outcome

2.1 Goals and Objectives

November 20, 2023 City Council Resolution	Scope of Work
• Authority for BED to sell steam to UVMC; • Improve McNeil Plant efficiency by 10%; • Limit wood consumption to peak year in the past fifteen years; • Not increase wood consumption associated with district energy; • Investigate viability of the installation of a wood chip drying system to improve McNeil Plant efficiency; • Study timeframes to transition away from the need for conventional wood chip combustion; • Generate and implement a plan to reduce McNeil Plant stack GHG emissions by at least 25% in the next five years and 50% in the next ten years; • Identify opportunities to utilize the McNeil Plant for additional energy needs; • Analyze the impacts of the current wood chip operation at the McNeil Plant; Analyze potential means to reduce or eliminate emissions of stack carbon dioxide and other GHGs and other emissions into the atmosphere;	• 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

2.2 Outcome

BED is looking to use the deliverable associated with this project to help shape future energy initiatives at McNeill.

3 Task Plan

3.1 Start-up Meeting

The purpose of the start-up meeting is to ensure that the project's plan, schedule, goals, objectives, activities and deliverables are aligned with BED's interests and intent, and to ensure that the respective roles and responsibilities are known, and needed information and resources are identified and available.

The agenda will include a review on the project's goals, objectives, deliverables and outcomes, process, participants, information sources, in-person meetings, stakeholders and community engagement or involvement and the project timeline. The meeting can also include an initial discussion of potential emission reduction initiatives considered for McNeil, an understanding of the role of McNeil within the BED system, a review of BED stakeholders and a review of how potential initiatives are characterized and evaluated at BED.

3.2 Establish Evaluation Criteria, Final Report Outline, Modelling Approaches and Outcomes

The interim and final reports will conform to approaches and standards guided by BED experience and interests with input from local stakeholders. Potential initiatives for mitigating carbon and other emissions will be characterized and evaluated against a standard set of criteria developed for this project. Potential initiatives will also be modelled from both engineering and financial perspectives, considering thermal and mass balances, specifies equipment and performance characteristics, and expected capital requirements, cash flows and financial returns.

3.3 Characterize the McNeil Plant

This task includes characterizing the McNeil Plant and analyzing the positive and negative impacts of the Plant. Characterizing the Plant includes establishing an understanding of the Plant in terms of systems, operating profile, efficiency, utilization rates, emissions and emissions controls, role within BED, role within ISO-NE, REC markets, and land usage profile.

This task also includes analyzing and characterizing the positive and negative impacts of the current wood chip-based energy production at McNeil.

3.4 Future Roles for McNeil and Establishing BED's Planning Context

Determining the future role and potential uses for McNeil's facilities and site. There are several planning scenarios which should be considered. The assessments to be considered and evaluated include:

1. Analyze the scale and types of renewable energy generation and energy storage needed if McNeil was not in service.
2. Analyze the possible utilization of the McNeil site for additional energy needs including energy storage and/or thermal energy provision.
3. Analyze the possible utilization of the McNeil plant for alternative energy production technologies/repowering of the existing facility/alternate fuel opportunities.
4. Analyze opportunities for innovative partnerships at the McNeil site.

3.4.1 Development of Future Scenarios

The future of the BED system will be the result of a series of decisions and multiple factors over time. These factors potentially include (1) expansion of variable renewable energy power generation in New

England including behind the meter solar and offshore wind; (2) continued cost reductions in PV; (3) continued cost and performance improvements of stationary battery energy systems; (4) increased penetration of heat pump heating systems throughout the Northeast; (5) continued increasing

penetration of battery electric vehicles; (6) expansion of the district energy network including the addition of chilled water services and looped geothermal; and (6) increasing pressures for broad carbon mitigation actions and initiatives. Any future planning for BED has likely incorporated most if not all of these trends and form the context for any decisions that are made with regards to the McNeil station.

The Velerity team will work with BED to developed one or more highly probable future scenarios, specifically incorporating the factors identified above. The team will then evaluate the implications associated with each of the potential pathways for BED including, as identified above, operating without McNeil, forecasting how McNeil could be used in the future, and identifying potential energy related uses for the McNeil site.

3.4.2 Future Without McNeil

The Velerity team will work with BED to identify the operating requirements that would need to be satisfied in the absence of the McNeil Plant, and develop optimal resource configurations to deliver the same capabilities as McNeil, considering reliability, economics, rate impacts, carbon intensity and MWh volume.

3.4.3 Potential Energy Uses for the McNeil Site

Based on the scenarios developed, the potential uses for the McNeil site will be identified. Potential may include energy storage, geothermal, expanded district energy, chilled water provisioning, efuel production, etc.

3.5 Identify, Characterize and Evaluate Potential Solutions

The project team will identify potential initiatives to increase plant efficiency and reduce stack emissions at the McNeil Plant. The options will be identified, characterized, analyzed and evaluated using the 25% and 50% reduction targets as established in the November 20, 2023 City Council Resolution.

3.5.1 Establish Characterization Categories and Screening and Evaluation Criteria

Each of the potential initiatives to reduce McNeil emissions will be screened and evaluated in two stages. The first stage will be to evaluate a broad set of opportunities and produce a shorter list for more detailed modelling and evaluation.

The potential characterization elements for screening and evaluation potentially include:

1. Scale
2. Ability to dispatch
3. Economics
4. Reliability
5. Impact on emissions
6. Efficiency
7. Impact on ratepayers
8. Capital Requirements
9. Operating cost impacts
10. Implications for BED revenues from ISO-NE wholesale markets

3.5.2 Potential Solutions

There are a range of potential initiatives that can be pursued at McNeil to reduce emissions.

Optimization & Efficiency	Fuel Switching / Blending	Plant Retrofit
- Boiler design and sizing for part load operations - Staged combustion - Gasification - Pre-heating combustion air - Automated air/fuel ratio modulation with oxygen sensors and thermocouples - Fuel parameters considering wood hardness, chip size, moisture content - Boiler maintenance frequency	- Renewable Natural Gas - Delivered Green Hydrogen - Biogenic Hydrogen from the wastewater treatment plants - Biogenic methane from the wastewater treatment plants - Delivered green ammonia	- Waste wood pyrolysis - Combined cycle
		Carbon Capture
		Amine carbon capture

3.5.3 Initial Characterization and Screening

There are a range of potential initiatives that will be evaluated. Each of the potential initiatives to reduce McNeil emissions will be screened and evaluated in two stages. The first stage involves the characterization and screening of a broad set of potential initiatives. The screening will be based on critical threshold factors, such as scale, technology readiness and economics.

3.5.4 Detailed Evaluation and Modelling

A shorter list of potential initiatives that pass the threshold requirements will be evaluated in much more detail, including technical and financial modelling.

3.6 Prepare Interim Report

An interim report will be prepared and submitted to BED sixty days after the consulting agreement is signed. The interim report will provide initial findings including a preliminary screening and evaluation of the potential emission reduction initiatives, and the identification and characterization of the most likely carbon reduction initiatives.

3.7 Prepare Final Report

The final report will be prepared and prospectively delivered one-hundred and twenty days after the consulting agreement is signed. The date the final report is delivered may be subject to the timing of the final review of a draft final report on the part of BED.

4 Deliverables

4.1 Interim Report

Velerity will prepare and provide to BED an interim report sixty days after the consulting agreement is signed.

4.2 Final Report

The final report will include the results of each of the analyses and investigations as part of this project. Velerity will work with BED to prepare an outline of the final report that conforms to the needs and interests on the part of BED and core stakeholders.

5 Management and Principal Investigators

The principal investigators for this project are Brad Bradshaw, Katherine Birnie, Charlie Krueger and Kathleen McKenna. The principal investigator for this assignment is Brad Bradshaw who will be

responsible for day-to-day activities, tasks and deliverable associated with this engagement. I

understand that BED will assign someone to provide general direction and policy decisions on behalf of BED.

There will be regular communications and updates covering project accomplishments, status, plans and challenges. The objective for frequent communications is to make sure that progress and plans are well aligned with BED's needs, interests and priorities each step of the way.

5.1.1 Donald S. Bradshaw, Jr. (Brad)

Mr. Bradshaw is the President of Velerity and leads the company's consulting engagements. Mr. Bradshaw is an experienced senior executive who has held senior level positions in consulting and clean energy companies. Mr. Bradshaw has significant experience in the energy industry.

Mr. Bradshaw has spent decades working with utility companies around the world, on growth strategies and other areas. Mr. Bradshaw has extensive experience helping utilities and companies understand and evaluate potential markets and applications of advanced energy equipment, and has experience in solar energy, energy storage, renewable natural gas and hydrogen.

Mr. Bradshaw was a Senior Consultant in Arthur D. Little's advanced energy group, advising energy companies around the world on strategy, product development and marketing. In addition, Mr. Bradshaw co-founded the Northeast Clean Energy Council (NECEC). Mr. Bradshaw majored in engineering at Dartmouth College and has an MBA in Finance from Babson College

5.1.2 Katherine Birnie

Katherine Birnie has 25 years of experience at the intersection of business and the environment, including renewable energy, land-based environmental offsets and land conservation.

Katherine is a skilled leader with deep cross-disciplinary experience in project management, business development, sales, and finance. As Senior Project Manager at Peaks Renewables (a subsidiary of natural gas utility Summit Utilities), she led hydrogen project development, focusing on green hydrogen as an industrial decarbonization application and in the natural gas distribution system. As Managing Director at Ecosystem Investment Partners, she led all commercial transactions, structuring over \$320mm in environmental offset sales.

Katherine holds a BA in Biology with a concentration in Environmental Studies, cum laude, from Williams College. She also holds an MBA from the Tuck School of Business at Dartmouth. She is on the Board of the Exemplary Forest Investment Fund and the Advisory Board of the Appalachian Mountain Club.

5.1.3 Charles Kruger

Charles Krueger is an expert in the fields of chemical, process, and materials technologies primarily applied to alternative energy, energy storage, and energy efficiency. Recent projects include hydrogen materials, waste-to-energy processing, compressed air energy storage, and thermal energystorage. Mr. Krueger has particular expertise in the field of catalysis and complex chemical transformations.

Mr. Krueger was the Chief Technology Officer of Hy9 Corporation, where he oversaw technology innovation and product development including developing hydrogen separation technology for producing PEM fuel cell quality hydrogen and the HGS-M 5 kWe methanol-to-hydrogen generator for the backup power market. In addition, Mr. Krueger was the co-inventor on 9 issued US patents, and served as the primary investigator on several federally funded grants to advance hydrogen purification

technology. Mr. Krueger worked on the ammonia production model and the Sustainable Aviation Fuels business model as part of the Hydrogen Roadmap study.

Mr. Krueger has a Doctor of Philosophy (Ph.D.) in Chemical Engineering from the Massachusetts Institute of Technology (MIT), a Masters of Science in Chemical Engineering from MIT, and Bachelors Degree in Chemical Engineering from the University of Pennsylvania.

5.1.4 Kathleen McKenna

Ms. McKenna has extensive experience in the energy field, encompassing project management, HVAC design and engineering, energy control systems design and commissioning, end-user energy system analysis and modelling, energy efficiency, and demand management.

Ms. McKenna worked on the Puerto Rico Hydrogen Roadmap study, identifying and characterizing equipment and developing project energy and financial models using the NREL H2 Fast software modelling tool. Ms. McKenna also conducted technology and cost research for development of capex & opex expenditures associated with offshore wind to hydrogen to ammonia processes including: offshore wind turbines, desalination, electrolysis, air separation units.

Ms. McKenna holds a B.S. in Mechanical Engineering and is a Certified Energy Manager. Ms. McKenna is a board member of the New England Association of Energy Engineers, and is an active member of the City of Medford's Energy and Environment Committee. In addition, Ms. McKenna is also a Solar Coach for the City of Medford's state sponsored Solarize Medford program.

6 Selected Qualifications

6.1.1 Carbon Emission Reduction Plan for the Fifth Largest Wastewater Treatment Plant in the United States

Identified, characterized and evaluated several carbon reduction approaches to reduce carbon emissions by 60,000 tons per year for the fifth largest wastewater treatment plant in the United States. Evaluated the technical and economic potential for synthetic methane and methanol production as a carbon mitigation strategy for a massive wastewater treatment plant, capturing carbon from various processes in the plant, including a thermal combustion plant and native wastewater processes. Evaluated source and characterization of carbon emissions, identified potential technical solutions, characterized carbon mitigation solutions, prepared engineering designs including mass balance, thermal balance and chemical reactions, specified equipment, and prepared detailed economic and financial analyses.

6.1.2 Renewable Natural Gas and Green Hydrogen Project Development – Financial Modelling and Market Development

Conducted detailed scoping studies for multiple green hydrogen and renewable natural gas projects in the Northeastern United States. Identified host properties, characterized feedstocks, and identified off-takers for project outputs. Modified project designs to optimize financial returns. Core analysis focused on evaluating the technology and financials of a waste wood pyrolysis system for producing electricity for a major paper mill.

6.1.3 Bio-Mass-to-Energy Project - Developed Business Plan & Financials

Developed the business plan and financials for a proposed bio-mass energy project, converting food

waste into methane for electricity generation. A waste processing company did not have the expertise to prepare business plan and financials and establishing accurate pricing for multiple value streams in the business. Prepared detailed financials incorporating primary market research to establish accurate tipping fees, methane pricing for electricity generation and fees for residual soil additive.

6.1.4 Turned Around Largest District Heating/Cooling System in the United States

Developed the business strategy for the largest district energy heating and cooling system in the United States. Evaluated strategic options to expand financial performance including fuel sourcing strategies, generation system modifications, renegotiation of electricity sales contracts, and system expansion.

6.1.5 Energy Storage Company Business & Product Strategy

Worked with the CEO and senior management team to redirect company's strategy, based on a thorough assessment of market opportunities that would leverage the company's particular technology. The company's initial focus on backup power systems for telecom remote terminal units met significant market resistance. Based on my recommendation, the company repurposed their products to target the multi-billion electric grid auxiliary services market.

7 Budget and Timeline

The project as described in this proposal is expected to be complete by March 31, 2025 based on having the authority to proceed on or close to November 15, 2024, and that there are no exceptional circumstance outside of our control that impact the proposed project schedule. If there are any factors which impact the project schedule, the Velerity team will communicate those circumstances to BED. Based on the scope of work and task plan provided above, we estimate that this project will require a Total Budget of \$25,000 Professional Services.

The project budget for professional hours includes any and all normal professional office expenditures associated with the project, such as copies, telephone, internet, etc. Certain aspects of the work and associated schedule may be dependent on the availability and timeliness of certain pieces of information, as well as potentially other factors. If there are any delays or changes that might impact the scope of the work, or the completeness and timeliness of the final product, those factors will be immediately brought to your attention. At this time, we do not expect there to be any challenges associated with completing the project on time and within budget.

We appreciate having the opportunity to work with the Burlington Electric Department on this important initiative.

Sincerely,



Donald S. Bradshaw, Jr.
President
Velerity LLC

Resolution Relating to

ALLOCATION OF BOND PROCEEDS FOR
PUBLIC IMPROVEMENTS – SERIES 2022A BONDS

RESOLUTION _____
Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Five.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, at the annual meeting held March 1, 2022, the voters of the City of Burlington, by in excess of 2/3rds of the voters voting at such meeting, authorized the City Council to issue general obligation bonds in a principal amount not to exceed Twenty Three Million Eight Hundred Thousand Dollars (\$23,800,000) for the purpose of accomplishing a series of capital improvements, replacements, and repair projects within the City, including but not limited to replacement of fire trucks and emergency communication systems, repair of ten city-owned facilities and nine miles of city sidewalks, and allocation of local matching funds for on-going or upcoming capital projects all of which are intended to preserve City facilities and services, avoid further maintenance and repair costs, and to further projects to improve the City and its infrastructure (the “March 1, 2022 Voter Authorization”); and

WHEREAS, pursuant to such bond vote and City Council authorizing resolution adopted June 27, 2022, the City issued its General Obligation Public Improvement Bonds, Series 2022A, of which \$13,000,000 was issued pursuant to the March 1, 2022 Voter Authorization (the “Series 2022A Bonds”); and

WHEREAS, the City has certain funds available from such Series 2022A Bonds for which the City seeks to reallocate from capital expenditures for Memorial Auditorium, to other City owned facility capital projects as recommended by the City’s Capital Program Team, such capital projects to include heating, ventilation and cooling (HVAC) system capital improvements for Police facilities, and capital improvements for the City’s Fire Station 3;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the allocation and expenditure of funds in the amount not to exceed not to exceed \$634,928.00, from any unspent bond proceeds and investment earnings from the Series 2022A Bonds to complete capital improvements for City Police facilities and capital improvements for the City’s Fire Station 3; and

BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance, are, and each one of them is, hereby authorized to execute and deliver such documents, records and certificates as to allocation and use of proceeds as advisable or necessary in connection with the Series 2022A Bonds or as may be recommended by Bond Counsel to the City.

TM/Resolutions 2025/Allocation of Bond Proceeds for Public Improvements – Series 2022A Bonds
4/8/25

City of Burlington Capital Program

CT Office | DPW | BPRW | I&T | BCA | CEDO | Public Safety



MEMORANDUM

To: Board of Finance & City Council

Fr: Ashley Parker, Capital Program Director

Cc: Katherine Schad, Chief Administrative Officer
Stephen Donahue, Senior Accountant
Cindi Wight, BPRW Director
Deryk Roach, Parks & Central Facilities Division Director
Kim Bleakley, Central Facilities Manager

Re: Request to Reallocate Identified Bond Proceeds to Support Public Safety Facility Needs

Date: April 14, 2025

Purpose

The City's Capital Program Team seeks approval and authorization to reallocate \$634,928.00 of identified unused and unneeded capital bond proceeds from Bond Series 2022A. The identified funds make up the remaining balance of the stabilization of Memorial Auditorium project. There is no additional stabilization work that needs to occur in or around the building at this time, and as proceeds from this Bond Series have a spend schedule through FY25, the funds are recommended for reallocation to support other facility improvement projects.

Memorial Project Fund Balance

As part of the City Council's approved [FY23 Capital Budget](#), \$1M was authorized from the March 2022 Voter Approved \$23.8M General Obligation Bond to support stabilization of the Memorial Auditorium structure, including mechanical upgrades in order to provide adequate heat for three years. The final budget allocation was made per City Council request resulting from a meeting on May 23, 2022, where there was a work session held on the future of the building. After the City bonded in FY23, \$1M in proceeds was officially allocated from Bond Series 2022A to the Memorial project budget.

The stabilization work was jointly implemented by BPRW & CEDO. Most of the work has focused on building specific improvements, while a smaller amount was allocated to support ongoing development efforts that were aimed at helping the City figure out what to do with the site overall. Out of a \$1M budget, there is about \$634,928 left. There are no future stabilization expenditures expected.

Proposed Bond Reallocation

Due to the fact that there is a significant amount of bond proceeds from Bond Series 2022A sitting in this project budget, these funds need to be spent, and the Memorial stabilization efforts are as complete as they will be until future plans develop on the use of the site/space, the Capital Program Team is recommending the following proposed uses of the remaining funds.

As the original funding was identified in the \$23.8M General Obligation (GO) Bond, and Memorial Auditorium is a facility owned by the City, it makes sense to reallocate these remaining funds to other City owned facility capital projects. In coordination with the Central Facility Manager, two projects supporting public safety facilities were identified as priorities: HVAC work at 1 North Ave and Bedroom/Bathroom renovations at Fire Station 3.

1. PD HVAC Project (1 North Ave):

Total Project Budget = \$833,964; An additional \$280,964 is supported by available funding in the project budget that was previously allocated during the FY25 Annual Budget Process from Bond Series 2024A (GO Bond).

This project will bring needed reliable heating, cooling and controls to both the Police Admin area and the Police leadership areas. All equipment being replaced will work on controls for maximum energy efficiency, setting the space up to meet Net Zero Energy goals in the future. The Central Facilities Team is working to advance a contract to make the improvements this spring. See attached Capital Funding Request Form that shares more information about this project.

2. Fire Station 3 Bedroom/Bathroom Project:

Total Project Budget = \$800,000; An additional \$618,072 is supported by available funding in the project budget that was previously allocated during the FY25 Annual Budget Process from Bond Series 2024A (GO Bond). There is still a \$100,000 need to fully implement the project that the Central Facilities Team is requesting FY26 budget allocations to support.

Built in 1895, Fire Station 3 is the oldest operating firehouse in Burlington. It currently has one open shared dormitory space and one shared restroom for all of the fire team to use. Burlington is recruiting many women to serve in the Fire Department and the City needs to work towards reducing gender equity gaps in existing fire facilities. The project will focus on designing a gender neutral dormitory space and restrooms for all to use. The project budget will allow the Central Facilities Team to move forward with construction of both the bedroom and bathroom improvements at the same time.

Recommended Uses for Memorial Funds			
Asset	Project	Cost Est	Priority
Facility	PD - HVAC	\$553,000.00	H
Facility	FS 3 Bed/Bath	\$81,928.00	M
Total:		\$634,928.00	

The total amount proposed to be reallocated is \$634,928 from Bond Series 2022A that currently sit in the Memorial Auditorium project. The Capital Committee reviewed and approved the reallocation of these funds at its April 3, 2025 meeting, pending Bond Counsel review and approval of the Board of Finance and City Council.

Next Steps

The Capital Program Team requests the Board of Finance and City Council authorize the reallocation of the funds identified in this memo for the public safety facility projects also identified in this memo. The recommended reallocation is the best option for supporting these projects because it will reduce the burden on new Capital Bonds and also utilize remaining bond funds from previous issuances that need to be spent by the end of this fiscal year.

The Board of Finance and City Council will also be asked to review and authorize a contract for the HVAC project at the Police Department, which is one of the identified uses of these funds. The materials provided for that request will provide additional project information, including an overall project budget.

Recommended Motions

For Board of Finance –

To approve and recommend that the City Council

- (1) Waive the reading and adopt the attached resolution authorizing the Mayor, Chief Administrative Officer, or the City's Assistant Director of Finance to execute the reallocation of the identified Series 2022A bond proceeds, not to exceed \$634,928.00, to complete facility capital improvements at the Police Station and Fire Station 3, and
- (2) Authorize the Mayor, Chief Administrative Officer, and the Assistant Director of Finance to take such further actions and to execute such further instruments, subject to final review and approval of the City Attorney's Office, as may be necessary or convenient to effectuate the transactions contemplated hereby.

For City Council –

- (1) To waive the reading and adopt the attached resolution authorizing the Mayor's Office, Chief Administrative Officer, or the City's Assistant Director of Finance to execute the reallocation of the identified Series 2022A bond proceeds, not to exceed \$634,928.00, to complete facility capital improvements at the Police Station and Fire Station 3,
- (2) To authorize the Mayor, Chief Administrative Officer, and the Assistant Director of Finance to take such further actions and to execute such further instruments, subject to final review and approval of the City Attorney's Office, as may be necessary or convenient to effectuate the transactions contemplated hereby.

Board of Finance and City Council Submission Checklist

Department: CT Office Submitter: Ashley Parker
 Authorization to Reallocate Identified Bond Proceeds to Support Public Safety
 Title/Subject: Projects

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	4/14/2025

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/8/2025	Katherine Schad
Mayor's Office informed and approved memo	Yes	4/9/2025	Erin Jacobsen
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/8/2025	Erik Ramakrishnan; Thomas Melloni
CAO has reviewed budget, financing, and memo	Yes	4/8/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Motion Included in Memo; City Attorney's Office submitted Resolution
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

MEMO

Date: April 14, 2025

To: Board of Finance and City Council

From: Kim Bleakley, Central Facilities Manager Department of Parks, Recreation & Waterfront

CC: Cindi Wight, Director; Deryk Roach, Parks and Central Facilities Division Director

Re: Burlington Police Department HVAC Project 2025

I. Purpose

This memo seeks approval to execute all necessary contracts and budget approvals for a partial replacement of the heating, ventilation and air conditioning unit at the Burlington Police Department located at One North Avenue.

II. Background

The building that houses the Burlington Police Department was originally built in 1938. In 2014, the City had a Level I assessment done on the building and at that time the building was found to be in fair to poor overall condition.

When the assessment was done in 2014, it was estimated that most of the heating, ventilation and air conditioning (HVAC) system would need to be replaced as soon as 2015, with most of the system coming to end of life around 2019. Over the last six years, we have replaced a unit or two piece by piece as they fail. A preventative maintenance contract for the HVAC system has been held and supported by the Police Department for several years. Last winter several of the heat exchangers failed which were past end of life, and were replaced, which was a temporary heating fix. We are now faced with having to do install new equipment. For phase I we have targeted two areas in failure which must be completed now, and are currently planning for the remaining areas. These two targeted areas include administration and leadership offices.

The City is working with Energy Efficient Investments (EEI) to have professional engineering, procurement and installation done of a highly efficient HVAC system for this project. In March 2023, BPRW publicly posted an RFP to work with an Energy Performance Contractor (EPC) for City buildings. EEI received the award. Energy Performance Contractors improve occupant comfort and productivity, reduce energy consumption and operating costs, and increase property value through renovation. An EPC will help the City to design and implement upgrades to bring City buildings as close as possible to Net Zero Energy within the constraints of building structure, age and budget.



The full scope of work for this project will include installing needed reliable heating, cooling and controls to both the Police Admin area and the Police leadership areas. All equipment being replaced will work on controls for maximum energy efficiency, setting the space up to meet Net Zero Energy goals in the future.

III PROJECT FUNDING SOURCES, BUDGET AND ESTIMATES

Funding for this project is coming from Capital Outlay Bond Expenditures and FY25 Facilities Capital Contingency. This budget was approved by the Capital Committee.

Funding Sources & Budget	
Capital Outlay Bond Expenditures	\$553,000
Memorial Project FY23 Fund Balance Reallocation	\$280,964
Total Budget	\$833,964
Contractor bid	\$758,964
~10% Contingency (on above items)	\$75,000
Total Project Estimate	\$833,964

The contingency on the bid amount above is intended to cover any unanticipated costs that may come up as part of the project.

III. SCHEDULE

The anticipated project schedule is as follows:

- 4/14/2025: Board of Finance and City Council approval
- Week of 4/14/2025: Contract signed
- The City signed a letter of intent on April 2, 2025 with EEI to order equipment before possible tariffs move into place. This letter is attached.

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the execution of a contract with Energy Efficient Investments Inc., for a price not to exceed \$758,964 for the Burlington Police Department HVAC project, plus a project contingency of \$75,000, for a total approved project expenditure not to exceed \$833,964, and to authorize Cindi Wight, Director of



Parks, Recreation and Waterfront, to execute the contract and any related documents needed to carry out the project, subject to the review of the City Attorney's Office.

City Council Motion:

To approve authorize the execution of a contract with Energy Efficient Investments, Inc., for a price not to exceed \$758,964 for the Burlington Police Department HVAC project, plus a project contingency of \$75,000, for a total approved project expenditure not to exceed \$833,964, and to authorize Cindi Wight, Director of Parks, Recreation and Waterfront, to execute the contract and any related documents needed to carry out the project, subject to the review of the City Attorney's Office.



Letter of Intent

Date April 2, 2025

To: Energy Efficient Investments, Inc.
19D Star Drive
Merrimack, NH 03054

From: City of Burlington

RE: Letter of Intent – Burlington Police Department HVAC and Electrical Upgrade, Phase 1

This letter acknowledges our intent to enter into a contract with Energy Efficient Investments Inc. (EEI) for the above project for a total cost of \$758,963. This “Letter of Intent” authorizes Energy Efficient Investments to proceed with procurement of long lead-time equipment or materials/equipment that may be impacted by tariffs not to exceed \$125,000. Should the overall project not proceed, the city agrees to pay the not-to-exceed amount shown above. This is not an award of the contract or a direction to perform work other than to place an order for materials to hold the bid price, in consideration of the City’s agreement to reimburse an amount for materials actually ordered not to exceed \$125,000. The award and notice to proceed is subject to the review and approval of the City’s Board of Finance and City Council.

Please signify your agreement to the Letter of Intent by signing a copy of this letter

Sincerely,

Agreed and Accepted by:

Jon Brown
Energy Efficient Investments

ENERGY EFFICIENT INVESTMENTS, INC.

19D STAR DRIVE ■ MERRIMACK, NH 03054 ■ Tel. (603) 423-6000 ■ Fax (603) 423-6001

www.EEISERVICES.com

Board of Finance and City Council Submission ChecklistDepartment: BPRW Submitter: Kim BleakleyTitle/Subject: Burlington Police Department HVAC Project

	Approval:	Meeting Date:
☒	Board of Finance	4/14/2025
☒	City Council	4/14/2025
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/1/2025	Cindi Wight
Mayor's Office informed and approved memo	Yes	4/9/2025	Erin Jacobsen
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	Click or tap to enter a date.	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/7/2025	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	4/10/25	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

TO: Board of Finance
FROM: Sarah Morgan, AICP, Senior Planner
Charles Dillard, AICP, Director, Office of City Planning
CC: Mary O'Neil, Principal Planner and CLG Coordinator
DATE: April 14, 2025
RE: Contract for preserveBTV: Historic Preservation Plan

Request

Contract with Heritage Strategies, LLC to create a citywide historic preservation plan for Burlington.

Background

The creation of a citywide Historic Preservation Plan has been a long-standing priority for the Office of City Planning, the Department of Permitting & Inspections, and the city's Certified Local Government Program.

The City of Burlington's Preservation Plan, *preserveBTV*, is intended to be a citywide visioning document, identifying priorities for preservation that will enable sustainable, long-term use of the city's historic structures. The consultant will be responsible for creating the Preservation Plan and providing staff and major stakeholders an assessment of the current historic districts within the city, a review of the framework for historic preservation within the city, a list of best practices for protecting the city's historic resources, and policy and regulatory recommendations. Once completed, *preserveBTV* will be integrated into the upcoming rewrite of Burlington's municipal development plan, and inform updates to the Comprehensive Development Ordinance (CDO).

This project is funded in FY25 at \$230,480 and is held within the Planning Department's Assigned Fund Balance. A portion of this funding is supported by a Certified Local Government Program Grant from the State of Vermont Division for Historic Preservation. This grant awarded a total of \$28,000 to the Office of City Planning during 2024 grant cycle. The Board of Finance authorized the City's CLG Coordinator to accept this grant award on February 9, 2024.

Consultant Selection

Heritage Strategies was selected after a competitive request for proposals (RFP) process conducted between November and December 2024. Six proposals were submitted and evaluated by the Office of City Planning staff and the Certified Local Government (CLG) Coordinator, which resulted in interviews with four qualified firms. Following these interviews, the staff determined that Heritage Strategies' proposal best addressed the Burlington's needs.

Their proposal not only demonstrated the necessary experience to create a citywide historic preservation plan but also offered the most competitive pricing. Heritage Strategies' estimated cost for completing the plan was \$163,000, which was approximately \$25,000 lower than that of the other proposals.

Before selecting Heritage Strategies, city staff assessed the best way to use the remaining \$37,000 allocated for consultant services. Through negotiations between the consulting team and city staff, Heritage Strategies modified their proposal to include funding for a local graphic designer and agreed to set aside a portion of the budget for contingencies. These adjustments brought the total cost of the proposal to \$200,000.

Given their extensive experience in preservation planning throughout the country and the competitive cost of their proposal, city staff selected Heritage Strategies, LLC as the consultant for this planning effort.

Board of Finance Motion

To approve and recommend that the City Council approve and authorize the Office of City Planning Director or their designee, subject to final review and approval by the City Attorney's Office, to execute the contract with Heritage Strategies, LLC to create a citywide historic preservation plan for Burlington.

CITY OF BURLINGTON CONSULTANT CONTRACT

This Consultant Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and Heritage Strategies, LLC (“Consultant”), a Pennsylvania corporation located at 1730 Hilltop Rd, Spring City, PA, 19475-9511, registered with the Secretary of State to do business in Vermont, with a Vermont location at 145 Pine Haven Shores, Suite 1000-A, Shelburne, VT, 05482.

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 the preserveBTV: Historic Preservation Plan.
- E. “Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined 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 collaborate with the City on the creation of Burlington’s Preservation Plan and providing staff and major stakeholders an assessment of the current historic districts within the city, a review of the framework for historic preservation within the city, a list of best practices for protecting the city’s historic resources, and policy and regulatory recommendations. Detailed services to be provided by the Party are described in Attachment A

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 June 1, 2026 or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Consultant shall perform the services listed in Attachment A (Request for Proposals) to the reasonable satisfaction of the Director of City Planning or designee and as described in Attachment B (Consultant's Response to Request for Proposals), subject to Section 7.B hereof and the reasonable directions of Director of City Planning or designee.

5. PAYMENT FOR SERVICES

- A. Amount.** The City shall pay the Consultant for completion of the Work in accordance with Attachment B (Consultant's Response to Request for Proposals), subject to the Maximum Limiting Amount in Paragraph C, below.
- Consultant agrees to accept this payment as full compensation for performance of all services and expenses incurred under this Agreement.
- B. Payment Schedule.** The City shall pay the Consultant in the manner and at such times as set forth in the Contract Documents. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.
- C. 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 \$200,000. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.
- D. 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:

Sarah Morgan, AICP, Senior Planner, Office of City Planning
149 Church Street, Burlington, VT, 05401
(802) 881-8505, smorgan@burlingtonvt.gov

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 A: Request for Proposals dated November 14, 2024

Attachment B: Consultant's Response to Request for Proposal dated February 14, 2025

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 & Endorsements

- 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.

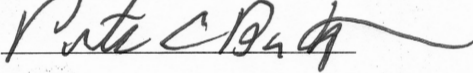
8. [Reserved]

— 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. This Contract may be executed in counterparts, each of which may be deemed an original. This Contract may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

Heritage Strategies, LLC

By: 

Date: MARCH 30, 2025

City of Burlington
Office of City Planning

By: _____
Charles Dillard, AICP
Director of City Planning

Date: _____

Attachment A:
Request for Proposals dated November 14, 2024



Request for Proposals (RFP) for Professional Services

City of Burlington Preservation Plan, *preserveBTV*

The City of Burlington is seeking the services of a qualified professional or firm(s) to prepare a historic preservation plan with zoning recommendation to support historic preservation.

Date of Issue: November 14, 2024

Proposal Deadline: December 18, 2024

Questions re: RFP Due: November 27, 2024

Answers Posted: December 5, 2024

Questions & Submissions emailed to:

Charles Dillard, AICP, Interim Director
cdillard@burlingtonvt.gov
802-865-7194

AND

Sarah Morgan, Planner
smorgan@burlingtonvt.gov
802-881-8505

Anticipated Budget: \$200,000, may be negotiable based on offered scope of services

RFP Outline at: burlingtonvt.gov/Bids.aspx

I. Introduction

The Office of City Planning is seeking to hire a Consultant or team to work in partnership with City staff to create the City of Burlington Preservation Plan. The City of Burlington's Preservation Plan, *preserveBTV*, will be a citywide visioning document, identifying priorities for preservation that will enable sustainable, long-term use of the city's historic structures. The consultant will be responsible for creating the Preservation Plan and providing staff and major stakeholders an assessment of the current historic districts within the city, a review of the framework for historic preservation within the city, a list of best practices for protecting the city's historic resources, and policy and regulatory recommendations. Once completed, *preserveBTV* will be integrated into the upcoming rewrite of Burlington's municipal development plan, and inform updates to the Comprehensive Development Ordinance (CDO).

Staff anticipates leading general engagement work related to this scope, but the consultant is expected to support the community engagement work, take into consideration major points from the engagement events into the Preservation Plan, and include all summaries from community engagement in the final deliverable.

The City of Burlington Preservation Plan is supported in part by a Certified Local Government Program Grant from the State of Vermont Division for Historic Preservation.

II. Goals of the Preservation Plan

preserveBTV aims to achieve several important goals, including the following:

- 1. Create a strategic roadmap to advance adopted comprehensive plan goals to preserve and foster the City's distinctive identity by protecting historic and archaeological resources, while encouraging adaptive reuse, infill, and redevelopment.**

A successful preservation plan will identify and articulate interrelated community goals for preservation, affordable housing, adaptive reuse, economic development, equity, and our community's diverse cultural legacies. Ultimately, incorporation of a preservation plan in *planBTV* will memorialize the importance of local heritage and Burlington's built environment as a foundation upon which to build its future.

As Burlington evolves, the needs of households change, and the climate emergency and housing crisis present new challenges for the built environment, questions have emerged about appropriate investment in and modifications to historic buildings. A key question that this plan will aim to address is how historic preservation regulations can support citywide goals of increasing access to affordable housing and incorporating critical climate adaptation and mitigation strategies.

2. Review and align historic regulations within the Comprehensive Development Ordinance with identified preservation priorities and appropriate municipal oversight.

The Vermont Division for Historic Preservation has requested that Burlington's CDO distinguish between honorific listings in the State and National Registers of Historic Places and local designations for the purpose of regulation. Consultation with knowledgeable authorities and review of other adopted plans and model ordinances will be sought during this planning process to inform the city's approach to these interrelated regulatory issues.

3. Recommend priorities and actions for Burlington's preservation program moving forward, providing clarity on the identification, evaluation, and current status of surveyed areas.

Burlington has several Historic Sites and Structures Surveys that remain in preservation limbo; neither officially deemed "eligible" for historic designation but providing individualized context for neighborhoods that merit updating and advancement. This plan will not commit the City to action, but it will identify key actions towards policy objectives, including the evaluation of current and identification of future historic resources.

4. Explore benefits to owners of historic properties, and incorporate recommendations that incentivize and support a positive approach to preservation.

To simultaneously maintain the existing inventory of historic structures and achieve citywide goals, Burlington must identify and explore opportunities that incentivize the investment in historic buildings in a way that is financially viable for property owners and contributes to the resiliency of the broader community.

III. Scope of Work

A breakdown of tasks and responsibilities by the Consultant or team is anticipated to generally include the following. Respondents are invited to provide recommendations for additional tasks envisioned to make this work successful. The City will negotiate a final scope of services upon consultant selection.

Task 1: Consultant Onboarding and Orientation

A. Kickoff Meeting

To initiate the project, the consultant will meet with staff, the city's Design Advisory Board, and all other major stakeholders as determined by staff. During this meeting, the consultant will review the project work plan, including goals, deliverables, and timetables, and collect feedback from stakeholders

B. Community Outreach + Education Plan

To guide the creation of an overall vision, the consultant shall work with City staff to develop a community engagement plan aimed to solicit widespread feedback on the community's viewpoints and outlook for historic preservation in the City.

Anticipated Deliverables:

- *Stakeholder Engagement + Public Comment Work Plan, including but not limited to a meeting/event schedule.*
- *Any documents the consultant creates in the process, including any survey forms, flyers and handouts*
- *Public & Stakeholder Engagement Report incorporated into the final Plan, which includes comments from public and stakeholders during engagement activities.*

Task 2: Analysis of Existing Regulatory Process

A. Review of Existing Regulatory Process and Past Planning Efforts

The consultant, with help from City Staff, will utilize existing resources to gain an understanding of prior work the city has done for historic preservation, and regulatory and non-regulatory methods the city has employed for protecting historic resources including, but not limited to, the following:

- Burlington's Comprehensive Development Ordinance (CDO)
- National Historic Register Listings
- Vermont State Historic Register Listings
- Existing GIS data inventory and management practices

This review will provide the information and perspective needed to develop a meaningful and realistic visioning and planning process. This analysis should include strengths and weaknesses of past approaches, and any insights gained into reasons for successes or inconsistencies.

B. Assessment of City's Existing Preservation Program

The consultant will assess the city's current preservation program, including the CDO, design guidelines, legal requirements associated with the city's preservation program, as well as any non-regulatory policies and incentives. In the assessment, the consultant must address the following concerns

- An evaluation of permitting processes – The permit review process in general, the duration of permit review, regulatory thresholds for review, and the alignment of the city's overall goals with historic preservation regulations.
- A review of non-regulatory policies
- The role of the Design Advisory Board/Historic Preservation Review Committee
- A review of current education and outreach programs
- The role of city staff
- Review of how the current program both supports or contradicts citywide goals as they relate to the goals outlined in Section II of this RFP.

Anticipated Deliverables:

- *Analysis and summary of findings to be presented to the internal project team and relevant City boards/commissions.*
- *Summary of the assessment of the preservation program*

Task 3: Assessment of Existing Inventory and Potential Historic Resources

A. Audit of Existing Inventory

The consultant, with assistance from staff, will assess the historic merit of all historic resources within the city on the national and state register, and confirm integrity as a contributing resource within that district.

B. Identify potential historic resources

The consultant, staff and major stakeholders will work together to identify, research and evaluate historic structures and landscapes within the city that are 50 years or older and may have historical, cultural, archaeological or architectural significance. The consultant with help from city staff will then determine which structures are potential historic resources that can be listed on the local, state or national historic register, upon further research, rehabilitation of the structure, or property owner interest.

Anticipated Deliverables:

- *Recommendations for revisions to listed historic districts (including additional resources where appropriate) to be conducted in future CLG work presented to the internal project team.*
- *Summary of recommendations presented to the internal project team covering (1) future research and Historic Sites and Survey work and (2) potential historic resources, with photos and GIS data, identified by the consultant.*

Task 4: Draft Recommendations

A. Draft Vision Statement

The consultant will draft a vision statement based on the community's outlook for historic preservation, the goals and objectives listed in *planBTV*, the city's goals and objectives, and other relevant information as suggested by staff. As part of this vision statement, the consultant must also include a statement on how historic preservation supports the existing purpose of historic preservation in the city, and a list of goals and objectives of the plan.

B. Regulatory and Non-Regulatory Recommendations

The consultant will compile innovative recommendations and suggestions following the assessments completed during Tasks 2 & 3 based on best practices, the vision statement, community input, the goals of this planning project, and the city's goals identified in *planBTV*.

C. Draft Plan Content

The consultant will produce a draft preservation plan. This preservation plan will include: a revised vision statement based on comments from staff and major stakeholders, a review of the existing historic resources, an overview of potential historic resources, the assessment of the City's current standards and review practices for the treatment of historic sites and structures, recommendations, and draft language for revisions to the CDO. The draft plan will also include a strategy matrix and projected timeline for implementing the preservation plan.

D. Public Review of Draft Plan

The consultant will present the draft preservation plan to the community and stakeholders for feedback.

Anticipated Deliverables:

- *Draft vision statement*
- *Summaries and meeting materials of all public meetings as part of this process*
- *Recommendations regarding the city's CDO, non-regulatory policies, city staff, the Historic Preservation Review Committee, and the Design Advisory Board*
- *Summaries and photos of historic resources determined to no longer be eligible to the district.*
- *Draft language for revisions to the city's CDO*
- *Implementation Matrix in the form of an Excel spreadsheet (or another agreed-upon format)*
- *Draft Historic Preservation Plan*

Task 5: Final Plan Documents

The consultant will finalize the preservation plan by incorporating any revisions and modifications suggested by staff, stakeholders and the public, and submit the finalized plan and all associated deliverables.

Anticipated Deliverables:

- *Final historic preservation plan*
- *All GIS data in shapefile format for the project*

Selections of the Consultant is expected to be completed in December, 2024, with final contracting and project commencement anticipated in January, 2025. **Project must be completed no later than June 1, 2026**

IV. Submission Requirements

Proposal Contents

Responses to this RFP must contain each of the following:

- A cover letter identifying the principal individual(s) involved, the ability to meet the schedule outlined above and how soon the firm would be able to begin work if selected. This letter must also include an acknowledgement that the city's standard contract provisions have been reviewed (See Section VII).
- A brief description of the approach to be taken toward completion of the scope of work.
- A scope of work including any products or deliverables resulting from each task, a summary of estimated labor hours that clearly identifies the project team members and fee, and the number of hours performed by task, including for any sub-consultants if applicable; and a maximum fee including labor and direct expenses.
- Brief description of the approach and outcomes for two (2) relevant historic preservation planning projects, and a contact for each. Proposals may include links to materials or samples that demonstrate the team's capabilities related to the scope of work in this RFP.

Submittal Deadline & Contact

All responses to this RFP **must be received by close of business on December 18, 2024** in order to be considered. Proposals must be submitted as a PDF via email to the contact listed on the first page of this RFP. Applicants will receive a confirmation email once the proposal has been received. Please ensure that the document is easily printable by using standard page formats of 8.5" x 11" and/or 11" x 17".

V. Selection Process and Criteria

Selection Process

Responses to this RFP will be reviewed and ranked by the City based on the weighted evaluation criteria below. The City may short-list one or more responses and may schedule interviews if needed to meet identified consultant teams. Proposers may be requested to furnish additional information during the selection process.

Upon review of proposals and any applicable interviews, a top-ranked firm may be selected and invited to engage with the City to develop a final scope of work, budget, timeline, and related contractual obligations.

The City will be required to follow its standard procurement procedures, based on the final proposed cost. Depending on the final proposed costs, projects may require approval from the Department Head, Mayor, Board of Finance and/or City Council. All contracts require review by the City Attorney's office. No proposal will be considered accepted until all applicable City authorizations are received and an agreement is executed by both parties.

Selection Criteria

In reviewing proposals and/or presentations during any interviews, the City will use the following:

Review Criteria	Weight		Max Points	Weighted Points
Qualifications/Expertise of Consultant/Team	4		5	20
Ability to meet Project Schedule	4		5	20
Understanding of the Project	4		5	20
Proposal Cost	4		5	20
Experience on similar projects	3		5	15
Proposal Quality and Ease of Use	1		5	5
TOTAL				100

VI. Exhibits

Contract documents for selected firm(s) will include this RFP, the firm's final proposal, and all standard exhibits, which should be reviewed prior to submitting a proposal. Sample contract documents can be found at:

<https://www.burlingtonvt.gov/RFP/Documents>.

VII. Contracting

The Consultant, prior to being awarded a contract, must apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the Consultant is registered with the Secretary of State's Office.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the Burlington Consultant Conditions (Exhibit B in this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the City.

VIII. Agreement Requirements

The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited to those in the Burlington Contract Conditions and the Draft Standard Contract Agreement (see link in Item V above).

IX. Limitations of Liability

The City assumes no responsibility or liability for the response to this Request for Proposals.

X. Costs Associated with Proposal

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity, including any requests for additional information or interviews. The City will not reimburse any person or entity for any costs incurred prior to the issuance of the contract.

XI. Indemnification

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the response.

XII. Rejection of Proposals

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest bid. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

XIII. Ownership of Documents

Any materials submitted to the City in response to this Request for Proposals shall become the property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

XIV. Duty to Inform City of Contract Document Errors

If a bidder knows, suspects, or has reasonable cause to believe, that an error or omission exists in any contract documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give the City written notice thereof. Consultant shall not cause or permit any work to be conducted that may related to the error or omission without first receiving written acknowledgment from the City that City representatives understand the possible error or omission and have approved the requested modifications to the bid or contract documents or that the consultant may proceed without any modification being made to the bid or contract documents.

XV. 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 the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections 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.

XVI. Public Health Emergencies

Bidders are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Consultants shall consider public health emergencies as they develop project schedules and advance the work. The City may require a public health emergency plan be submitted as part of the contract. This plan will contain:

- 1) Measures to manage risk and ensure that potential impacts to safety and mobility are mitigated in accordance with health and safety standards and guidelines proposed by local, state, and federal agencies (see Draft Standard Contract, Sections 15 linked in Item V above);
- 2) A schedule for possible updates to the plan in advance of the start of work (see attached Draft Contract, Section 15); and
- 3) Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

The City will have sole discretion to approve, deny, or require changes to this plan as a condition of consideration of the bid, will retain the right to inspect all work to ensure compliance with health and safety standards, and may at any time require the consultant to stop work because of the emergency.

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 public emergencies, will be excusable, but will not be compensable.

XVII. Acknowledgement of NPS support

Acknowledgement of National Park Service Support must be included in any publications, including audio visual materials, and project publicity, developed under this agreement with the following statement:

This information has been prepared with the assistance of a matching grant from the Vermont Division for Historic Preservation through the U.S. Department of the Interior under the provisions of the National Historic Preservation Act of 1966. Regulations of the U.S. Department of the Interior prohibit discrimination on the basis of race, color, national origin, age or handicap in its federally assisted programs. Any person who believes he or she has been discriminated against in any program activity, or facility operated by a recipient of the federal assistance should write to: Office of Equal Opportunity, National Park Service, 1849 C Street, NW, Washington, DC 20240.

Attachment B:
Consultant's Response to Request for Proposals dated February 14, 2025

HERITAGE *strategies*



February 14, 2025

Charles Dillard, AICP, Interim Director

Sarah Morgan, Planner

Via e-mail: cdillard@burlingtonvt.gov; smorgan@burlingtonvt.gov

Re: City of Burlington Preservation Plan, *preserveBTV*

Dear Mr. Dillard and Ms. Morgan:

Heritage Strategies, LLC is pleased to submit this final proposal to prepare a Preservation Plan for the City of Burlington.

The City of Burlington Preservation Plan, *preserveBTV*, will take a broad-based approach to shaping the role of historic preservation in the planning, growth management, and conservation strategies of the City. Our approach will also address the relationship of preservation to economic development, adaptive reuse, and affordable housing and support the city in addressing equity, its diverse cultural legacies, and community sustainability strategies. It will coordinate closely with the City's comprehensive plan, *planBTV*, becoming a component of the plan, as well as other city-wide planning documents, programs, and strategies. The plan will recognize the central role of historic character to the identity and quality of life in Burlington and its neighborhoods and will address the relationship of historic preservation to all aspects of City, neighborhood, business, and other public and private sector activity.

Brief Description of Heritage Strategies

Heritage Strategies is a small, woman-owned preservation planning firm established in 2009 by three long-time colleagues with extensive experience in historic preservation. Heritage Strategies' principals are former senior staff of John Milner Associates, Inc., a former nationally recognized historic preservation firm in West Chester, PA, and led many of JMA's projects in preservation planning, design guidelines, cultural landscapes, and historic preservation. Heritage Strategies is based in the Philadelphia area. We have worked on historic preservation planning projects across the nation, from Massachusetts to North Carolina, west to Missouri, Colorado, and Wyoming.

Our specialty is preservation planning for historic communities. We are experienced in working with community preservation programs, historic preservation boards, and Certified Local Government programs. In addition to preservation planning, we have planned and implemented many projects focused on heritage tourism and the adaptive reuse of historic buildings as a basis for community revitalization. We are frequently asked to team with others developing other city plans, to add our lens on historic preservation possibilities.

Brief Understanding of the Scope of Work

The City of Burlington seeks to prepare a Preservation Plan that will comprehensively examine the City's historic preservation program and provide recommendations on how the City can effectively preserve historic resources as character-defining assets of the City's neighborhoods and commercial areas while accommodating needed change. Our proposal includes a **detailed Work Plan** following this letter, with a Table of Contents that describes how we will undertake the project, task by task, working closely with City staff, boards, commissions, and stakeholders to meet the goals outlined in RFP. Major tasks include:

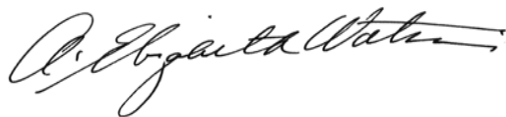
- Consultant onboarding and orientation, with a community-based kickoff meeting and the development of a thorough plan for community outreach and education
- Analysis of the City's existing regulatory process, past planning efforts, and the City's existing preservation program
- Assessment of the City's existing inventory and potential historic resources including field investigation
- Community engagement and public education, in multiple ways
- Draft recommendations for a vision statement and strategies for amended regulatory processes, and non-regulatory approaches for review and discussion
- Preparation of a Draft Preservation Plan with public review
- Completion of a Final Preservation Plan

The hallmark of our company's approach is the **personal involvement** we give to our projects and the close collaborative relationships we develop with our clients and their partners. Our team's plans address long-term programmatic sustainability by offering **measurable steps and achievable results for priorities set in close consultation with all involved**. We are trained planners who are enthusiastic about the critical role that preservation can play in any community's planning and sustainability efforts. We help our clients understand that **preservation is not about the past, but the future**, and how historic assets, broadly defined, can help retain a community's sense of place and support its quality of life. Preparation of *preserveBTV* will provide the City and its stakeholders and partners with a focused document concentrating on the City's unique characteristics, issues, and opportunities.

We are completely committed to completing your project on time, on budget; as a small firm, we are able to choose to devote senior staff exclusively to your project and will do so throughout the time required.

We look forward to the opportunity of working with you. I will be serving as contact person with the City during the proposal process. Should you have any questions regarding this proposal, please do not hesitate to contact me by phone at 410-725-1272 or by email at ewatson@heritagestrategies.com.

Sincerely yours,



A. Elizabeth Watson, FAICP, Principal
Heritage Strategies, LLC

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Heritage Strategies completed the Abraham Lincoln National Heritage Area Management Plan; the heritage area now covers more than 45 counties. The plan included a chapter emphasizing needs and strategies for the region's small towns and their Main Streets. Heritage Strategies' extensive work in heritage areas has influenced our practice and philosophy for historic preservation planning in general for cities and towns.



Heritage Strategies completed a comprehensive historic preservation plan for the City of Joplin, Missouri, and later a feasibility study for an Endangered Properties Program (“revolving fund”) led by the Downtown Joplin Alliance.

Introduction

Heritage Strategies, LLC is pleased to submit this proposal to prepare a Preservation Plan for the City of Burlington. The proposed plan will take a broad approach to the role of historic preservation in the City’s planning, economic development, historic preservation, and community enhancement strategies. It will coordinate closely with the City’s comprehensive planning and related plans and processes, and will recognize the central role of historic character to Burlington’s identity and quality of life.

We specialize in preservation planning for historic communities and are uniquely qualified to undertake the preparation of the Preservation Plan for Burlington. Our plans assist communities in preserving and enhancing their historic character while accommodating change. Key points relative to our qualifications and experience include:

Heritage Strategies is experienced in the preparation of community preservation plans. We have prepared preservation plans and design guidelines for communities of many types, from small crossroads villages to larger urban centers. Our preservation plans embrace the broad goals and wide range of activities in which communities are engaged. We understand how to tailor preservation programs to the interests and character of the community and its residents.

Heritage Strategies uses historic preservation as a basis for downtown, neighborhood, and community enhancement. We use preservation as a means to achieve the economic development and enhancement of historic communities. We are particularly focused on preserving and strengthening historic downtown commercial areas and historic neighborhoods by engaging and supporting businesses and residents. Our experience with National Heritage Areas in particular focuses upon preservation programs that use community interpretation and heritage tourism as economic development strategies.

Heritage Strategies helps build public support for preservation. We implement public participation programs that engage residents and stakeholders, identify their interests and capabilities, and tailor preservation strategies to their strengths. One of our principals, Elizabeth Watson, is a professional facilitator and is skilled in conducting public participation workshops.

CITY OF BURLINGTON PRESERVATION PLAN

Heritage Strategies is experienced in the adaptive reuse of historic buildings and sites. We have implemented many rehabilitation and adaptive reuse projects involving historic buildings and sites, which helps give our preservation planning the depth of real life application. We have worked with building owners and developers, including projects that have involved the use of historic preservation tax credits, and understand how historic preservation works in their interests.

Heritage Strategies has national experience and perspective. With our national experience, we bring fresh eyes to preservation planning in Burlington. We have addressed a wide range of circumstances in historic communities across the country, and we know how to find what works best.



Heritage Strategies created a historic preservation plan for the City of Liberty, Missouri, where the challenge was to recommend strategies for a town of 30,000 outside Kansas City with one of the top-performing Main Street organizations in the state, a Preserve America community designation, a Certified Local Government, a major property tax abatement program for rehabilitation, and five local historic districts designated for more than thirty years.

Scope of Work

In order to assist the City of Burlington with the preparation of a comprehensive Preservation Plan, Heritage Strategies proposes the following approach and Work Plan. This Work Plan is based on the Request for Proposals issued by the City; preliminary review of available City planning, preservation, and other background materials; and our own experience in preservation planning for historic communities. We look forward to discussing the Work Plan with City planning staff and stakeholders and refining it as desired.

Task 1: Consultant Onboarding and Orientation

1.A. Kickoff Meeting

Heritage Strategies will meet with staff, the city's Design Advisory Board, and all other major stakeholders as determined by staff. During this meeting, Heritage Strategies will present the project scope of work (work plan), including project goals, deliverables, timetables, and protocols, and collect feedback from stakeholders. The meeting will include the review of stakeholder and public engagement for the project, including potential public meeting dates.

During this first visit to Burlington and in subsequent visits, Heritage Strategies will undertake a comprehensive field review of Burlington to become familiar with the downtown, neighborhoods, commercial areas, resources, institutions, development trends, and growth management issues. Heritage Strategies will identify and become familiar with the neighborhoods, historic resources, and community characteristics that should be considered in the Preservation Plan. Heritage Strategies will review the location, context, and condition of historic resources and their relationships to surrounding development, growth, and landscape areas. Areas that have been surveyed and recognized will be reviewed and areas that have yet to be surveyed and recognized will be identified. Digital photographs will be taken during field review work to document characteristic resources and existing conditions. Additional field survey work will be undertaken throughout the planning process to support Tasks 3.A and 3.B. (Two trips are assigned to this task for cost estimating purposes.) We recommend, as a first step, that we be given an orientation tour conducted by one or a few staff and/or local advisors, but will generally conduct our fieldwork without impinging on staff time.

1.A.1. Coordination with the State Historic Preservation Office

Heritage Strategies, together with City staff, will contact the Vermont Division of Historic Preservation (the State Historic Preservation Office) to review expectations for communications and mutual support, including data from the state office and incorporation of state historic preservation plan objectives into *preserveBTV*.

1.B. Community Outreach + Education Plan

To guide the creation of an overall vision, Heritage Strategies shall work with City staff to develop a community engagement plan aimed to solicit widespread feedback on the community's viewpoints and outlook for historic preservation in the City. Feedback from Task 1.A is also expected to inform the discussion of approach, timing, and tasks. Task 1.B will define measurable tasks that will be carried out through all remaining tasks.

At Heritage Strategies, we feel strongly that a good plan emerges from great dialogue, and we applaud the amount of time to be invested in the *preserveBTV* planning process. We are eager to work with the City on a well-designed, well-executed plan that seeks and accommodates many voices and perspectives. Our objective in public outreach is to leave behind a well-informed constituency believing in the possibilities of preservation's contributions to community-building and sustainability, and knowledgeable about how to make best use of the tools and concepts available. Input received through stakeholder outreach will be considered by Heritage Strategies as the planning process moves forward. We are pricing our proposal to include all of the following ideas, but we are completely negotiable as to activities and cost:

- **General Outreach:** Using the final Community Outreach + Education Plan, Heritage Strategies expects to reach out to stakeholders within the City to be identified with the assistance of City staff and others. Outreach

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can take the form of in-person meetings, phone/Zoom interviews (with one to three participants), email communications, and other forms of communication as appropriate.

- **E-newsletter:** At key points in the process, a short fact sheet on the planning process, status of the work, and interesting points could be distributed through the City's usual outlets. We have had one client make good use of very short videos by staff and elected officials at key points along the way. These kinds of outreach methods are especially useful in helping to generate turnout for public events.
- **Community Survey:** Heritage Strategies will also work with City staff on a possible survey to be disseminated to City residents and interested groups. Our favored platform is Survey Monkey, but we are open to working with City staff to execute as needed, including intercept/personal outreach to assure we reach participants who are less likely to answer digital surveys.
- **Public Gatherings:** We will work with City staff to identify ways to hold two workshops, outside or during work sessions of related public bodies (decidedly not as public hearings); or as an alternative, organize one open-house style event early in the process using posters and coverage by City staff as well as Heritage Strategies (two staff). We have experience with dual English-Spanish meetings, and also dual in-person/virtual meetings. We envision one gathering early in the planning process, and one when the Draft Plan is available for public comment.
- **Focus Groups:** Defined as two to four groups assembled to focus on particular issues, once or possibly twice during the planning process. We suggest facilitating one or two sessions for each identified topic, to obtain input from stakeholders, special interest groups, and organizations within the City. Specific focus group topics would be determined in discussion with City staff. (Note: for cost estimation purposes, we are specifying three such groups, meeting once.) They could include engagement with:
 - a) History and historic preservation interests (historic sites, advocates, etc.);
 - b) Neighborhood associations and groups;
 - c) Transportation/bike/ped, recreational, waterfront, and "city beautiful" interests;
 - d) Downtown, business and economic development interests (Main Street, Chamber of Commerce, businesses, developers, and others); and
 - e) Those interested in heritage tourism, cultural programs, and the arts (interpretive sites, arts and cultural organizations, historic businesses, etc.).

Focus Group sessions are generally 1½ hour discussions of opportunities, major issues, and goals for the planning process and for historic preservation in the City. Prior to meeting with these groups, Heritage Strategies would provide, for the City staff's review, an introductory statement identifying the topics to be covered, questions to be put to the group, and an agenda. We are aware that some communities find these meetings difficult to hold in an officially transparent manner and are open to other ways to proceed through presentations to official meetings and recorded discussion with those present.

- **Introduction to City Leaders:** At an appropriate point in the planning process Heritage Strategies also recommends that we meet with City leaders, including the Mayor, interested City Council members, and members of appropriate planning bodies, and senior city staff to review City goals, processes, and priorities.

Note that we often recommend to clients that they form a Steering Committee, which insulates the staff from making all decisions and provides a further avenue for communication with key stakeholders. If this proves desirable during the discussion of the Community Outreach + Education Plan, this can readily be folded into the process at no further charge. In our experience, the Steering Committee's role is to receive information ahead of meetings, in time to provide review and comment, and they may occasionally meet ahead of key gatherings and events to help with finishing touches ("rehearsal"). They can also advise on generating turnout and participate in Focus groups.

1.C. Introductory Public Workshop

Heritage Strategies will facilitate a public workshop that will introduce the Preservation Plan project. City staff should participate in the presentation and discussion. Attendance and participation at the public workshop by a diverse group of City stakeholders and interested residents is integral to a successful planning process. The workshop will be

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scheduled in consultation with City staff with the goal of having strong attendance. City staff will be responsible for organizing the workshop, including publicizing the meeting to the community.

At this workshop, Heritage Strategies will give a brief presentation on the planning process (including the plan for public outreach and education) and the many facets of historic preservation as it plays out across a community's evolution and multi-disciplinary programs. Heritage Strategies will then engage attendees in an open forum to discuss what they perceive to be the goals, opportunities, and issues associated with historic preservation and community character in the City. Feedback from attendees will be welcomed and documented for further consideration by Heritage Strategies.

Anticipated Deliverables:

- *Stakeholder Engagement + Public Comment Work Plan, including but not limited to a meeting/event schedule and any documents Heritage Strategies creates in the process of public engagement, including any survey forms, flyers, and handouts*
- *Public & Stakeholder Engagement Report, to be incorporated into the final Plan, which includes comments from the public and stakeholders during engagement activities*
- *Notes from Heritage Strategies Meeting #1 (Tasks 1.A and 1.A.1), including presentation in PowerPoint*
- *Notes from Heritage Strategies Meeting #2 (Task 1.C), including presentation in PowerPoint*
- *Notes from Task 2: Analysis of Existing Regulatory Process*



Heritage Strategies assisted Asheville, NC, in identifying issues and strategies addressing best historic preservation practices, focusing on residential neighborhoods and multiple business districts. The plan's recommendations include supporting historic preservation through public outreach, heritage tourism, and interpreting Asheville's stories through historic buildings.

Task 2: Analysis of Existing Regulatory Process

2.A. Review of Existing Regulatory Process and Past Planning Efforts

Heritage Strategies, with help from City staff, will utilize existing resources to gain an understanding of prior work the city has done for historic preservation, and regulatory and non-regulatory methods the city has employed for protecting historic resources including, but not limited to, the following:

- Burlington's Comprehensive Development Ordinance (CDO)
- National Historic Register Listings
- Vermont State Historic Register Listings
- Existing GIS data inventory and management practices

In our experience, the following information has also proven helpful:

- Histories and historical information on Burlington
- Reports or descriptions of other Certified Local Government initiatives
- Relevant environmental and "Section 106" reviews
- Historic maps and aerial photographs
- Historic photographs and images
- City economic development strategy and initiatives
- City master plans, area plans, and revitalization plans
- The City's HUD programs and related blight studies, if any
- Natural resource inventories, trails and open space plans, bike/ped plans
- Fiscal year budget(s)
- Visitor information and interpretive materials
- List of stakeholder organizations and individuals with preservation and place-making interests

These background materials will provide Heritage Strategies with information on the historical development of the City; past and current planning efforts; past historic preservation activities; the City's economy, growth trends, municipal ordinances, community demographics and character; and other pertinent information. We will also examine the range of planning issues facing the City as defined through *planBTV* – including zoning, land development, traffic, design standards, environment and natural resources (including Burlington's relation to Lake Champlain), open space and recreation, and others – to seek a holistic approach to preservation that helps incorporate historic buildings and landscape features into the evolving fabric of the community in a positive way.

Some materials may be accessible to Heritage Strategies through online investigation and research. We ask that as much background information as possible be provided around the time of the initial meetings, with more provided over the course of the project as appropriate.

2.B. Assessment of City's Existing Preservation Program

Heritage Strategies will assess the city's current preservation program, including the CDO, design guidelines, and legal requirements associated with the city's preservation program, as well as any non-regulatory policies and incentives. In the assessment, Heritage Strategies shall address the following concerns:

- An evaluation of permitting processes, including the permit review process in general, the duration of permit review, regulatory thresholds for review, and the alignment of the city's overall goals with historic preservation regulations
- A review of non-regulatory policies, including (but not limited to) progress under Burlington's Net Zero Energy policy and the CLG publication/campaign, *Historic Buildings' Path to Net Zero Energy: A Guide for Building and Homeowners*
- The role of the Design Advisory Board/Historic Preservation Review Committee
- A review of current education and outreach programs

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- The role of city staff
- Review of how the current program both supports or contradicts citywide goals as they relate to the goals outlined in Section II of this RFP

Depending on the City's wishes, Heritage Strategies can also provide an assessment of older City-owned buildings and other properties and include recommendations in the work under Task 4.

Anticipated Deliverables:

- *Analysis and summary of findings to be presented to the internal project team and relevant City boards/commissions, consisting of a preliminary overview of planning and development (historical and contemporary) and City planning documents*
- *Summary of the assessment of the preservation program*

Task 3: Assessment of Existing Inventory and Potential Historic Resources

3.A.1. Burlington's Historic Character

Utilizing documentation provided by City staff and other materials as available, Heritage Strategies will prepare a brief overview of Burlington's historical development, resources, and character. The overview will focus on the City's physical development during different periods of its history. The review will outline the landscape patterns impacting the City's development during different periods; the types of historic resources from each period; and their historic contexts, significance, and general condition today. The overview will focus on identifying the range of historic resources and neighborhoods that have developed in Burlington over time and how they relate to the City's character and identity. The overview will provide a basis for assessing existing conditions and resources and identifying issues related to historic resources; ultimately, this work will support the development of strategies and recommendations for the role of historic resources in the life of the City. (Note: For evaluation and pricing purposes, we see this as a separate task from Tasks 3.A and 3.B.)

3.A.2. Plan for GIS Support

Prior to engaging in the audit under Task 3.A and engaging in further identification of historic resources under Task 3.B, Heritage Strategies will work with City staff, including GIS providers (and City contractors, if any), to develop a plan supporting these tasks through GIS. Heritage Strategies works routinely with the expert GIS team at the Center for Environment and Society at Washington College in Chestertown, MD. We are budgeting \$10,000 to provide their services at our end, as needed, including the production of illustrative maps for inclusion in the Final Plan. (The price is low because we are open to working with experienced students.) We are open to working with the University of Vermont or other local providers for all or part of these services, subject to the availability of funds. (Note: For evaluation and pricing purposes, we see this as a separate task from Tasks 3.A and 3.B.)

3.A.3. Audit of Existing Inventory [3.A in RFP]

Heritage Strategies, with assistance from staff, will assess the historic merit of all properties in the city that are listed in the National and State Registers, including confirming their integrity as a contributing resource within each of the city's fourteen (14) National Register historic districts, examining the districts' boundaries, and other assessments as appropriate in consultation with city staff. Staff will provide printed maps for fieldwork and access to digitized and mapped information as available.

3.B. Identify Potential Historic Resources

Heritage Strategies, staff, and major stakeholders will work together to identify, research, and evaluate historic structures and landscapes within the city that are 50 years or older and may have historical, cultural, archaeological,

or architectural significance. Heritage Strategies, with help from city staff, will compare existing Historic Sites and Structures Surveys with this information, then determine which additional structures are potential historic resources that, given further research, rehabilitation of the structure, or property owner interest, can be listed on the local, state, or national historic registers. (Note: We understand “local register” in Burlington to mean “properties that have been surveyed through a Historic Sites and Structures Survey as part of the City’s Certified Local Government (CLG) Program,” as stated on this web page: <https://www.burlingtonvt.gov/576/Is-My-Building-Historic>.) Staff will provide printed maps for fieldwork and access to digitized and mapped information as available.

3.C. Meetings to Discuss Findings

Before finalizing our assessments under Tasks 2.A, 2.B, 3.A, and 3.b Heritage Strategies will:

- Meet with stakeholder/community-based Focus Groups or visit with public bodies for conservation, design, and development and other official or nonprofit groups (depending on discussion specified in the Community Outreach + Education Plan).
- Meet with City staff for dialogue about issues, opportunities, and needs.

Anticipated Deliverables:

- *Recommendations for revisions to listed historic districts (including additional resources where appropriate) to be conducted in future CLG survey work presented to the internal project team.*
- *Summary of recommendations presented to the internal project team covering (1) future research and Historic Sites and Survey work; and (2) potential historic resources, with photos and GIS data, identified by Heritage Strategies.*
- *Notes from Heritage Strategies Meeting #3 (Task 3.C), including agendas for Focus Groups or other meetings*

Task 4: Draft Recommendations

4.A.1. Outline of Issues and Opportunities [4.A in RFP]

Based on analyses of existing conditions, historic resources, and other work completed to date, Heritage Strategies will prepare a preliminary outline of issues and opportunities with respect to the City’s historic resources, neighborhoods, landscapes, and community character. This outline will provide the basis for initial discussions on vision, purpose, goals and objectives, alternatives, and recommendations. (Note: for evaluation and pricing purposes, we see this as a separate task from Task 4.A.)

4.A.2. Draft Vision and Purpose Statement [4.A in RFP]

Heritage Strategies will draft a vision statement based on the community’s outlook for historic preservation, the goals and objectives listed in *planBTV*, the City’s other goals and objectives, and other relevant information as suggested by City staff. Heritage Strategies shall also include a statement on how historic preservation supports the existing purpose of historic preservation in Burlington.

4.A.3. Goals and Objectives [4.B in RFP]

As part of the vision statement, Heritage Strategies shall also include a list of specific, measurable, and actionable goals and objectives for the plan. In addition to providing clarity and guidance for recommendations, these will provide a framework to shape the order of presentation of recommendations in the Draft Plan. (Note: for evaluation and pricing purposes, we see this as a separate task from Task 4.A.)



Heritage Strategies completed a unique, award-winning historic preservation plan for Somerset County, New Jersey, together with plans for farmland preservation and open space preservation. Pictured is the commercial center of Basking Ridge. Heritage Strategies also led the management planning process for the Crossroads of the American Revolution National Heritage Area, which includes the entirety of the county along with seven others.

4.B. Draft Regulatory and Non-Regulatory Recommendations

Heritage Strategies will compile innovative recommendations and suggestions following the assessments completed during Tasks 2 & 3 based on best practices, the vision statement, community input, the goals of this planning project, and the City's goals as identified in *planBTV* (and otherwise as the case may be, as suggested in the City's RFP language for Task 4.A).

Heritage Strategies will provide two brief statements to introduce the recommendations:

- **Preservation Context:** An overview of Burlington's historic preservation efforts, including the City's relationship with federal, state, and regional programs, and initiatives that could benefit the City.
- **Preservation Approach:** A description of a preservation approach and strategies for Burlington tailored to the City's goals, development issues, and community values as expressed in current planning and community discussions undertaken during the planning process. The preservation approach will synthesize the information obtained during planning process into a holistic approach to historic preservation and its role in community character and quality of life. This statement will assist the City in embracing new growth and change while preserving the City's historic character and resources.

Heritage Strategies will prepare specific preservation-related strategies and recommendations for Burlington that will focus on a wide range of planning topics; while we will not know exactly what these might be, we will be conducting the planning process with specific attention to:

- Recognition of the City's historical significance
- Relationship of historic resources to the City's economic development strategy (i.e., potential for use of rehabilitation tax credits for preservation developers and affordable housing))
- Review of existing historic resource surveys and recommendations for updating as appropriate
- Recommendations for research and survey of additional undocumented areas of the City

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- Review of the City's historic districts and recommendations for potential future districts, National Register and otherwise
- Goals and strategies of the City's growth management and comprehensive planning
- Potential for neighborhood conservation action
- Revitalization of historic portions of downtown and other commercial areas
- Heritage tourism as a potential economic development and revitalization strategy
- Preservation of resources and resource management
- Potential for building rehabilitation and adaptive reuse
- Issues related to neglect and the demolition of historic buildings
- Incentives for preservation
- Energy conservation and community sustainability (reducing carbon)
- Zoning and land development ordinances
- Building and land development review processes and procedures
- Design guidelines for historic buildings and neighborhoods
- Relationship of historic preservation to park, trails, open space, and recreation initiatives
- Community interpretation and education, to build public appreciation for Burlington's resources and the benefits of preservation

Anticipated Deliverables:

- *Outline of issues and opportunities*
- *Draft Vision and Purpose Statement with goals and objectives*
- *Draft Regulatory and Non-Regulatory Recommendations*

Task 5: Draft Plan

5.A. Draft Plan Content [Task 4.C in RFP]

Following the review, refinement, and approval of recommendations, a Draft Preservation Plan will be prepared, Heritage Strategies will produce a draft preservation plan, to include a revised vision statement based on comments from staff and major stakeholders, a review of the known historic resources and their context, an overview of potential historic resources and priorities for additional survey work, the assessment of the City's current standards and review practices for the treatment of historic sites and structures, recommendations, and draft language for revisions to the CDO. The draft plan will also include a strategy matrix and projected timeline for implementing the preservation plan.

Based on our experience, Heritage Strategies suggests that the Draft Preservation Plan might include the following components:

1. Executive Summary
2. Introduction
3. Historic Burlington – Historic Contexts, Resources, and Conditions
4. Strengthening Burlington's Preservation Program
5. Neighborhood Revitalization
6. Downtown and Commercial Areas Citywide
7. City Policy, Management, and Capital Improvements
8. Interpretation, Education, and Heritage Tourism
9. Appendix

We will produce a text-only plan for internal review with City staff prior to its first presentation in a graphical format, as discussed in Task 5.B. As much as possible, this will include photos and captions separate from the text (keyed to the text). In effect, we expect at least two rounds of staff review prior to the public review of the Draft Preservation Plan as described in Task 5.C.

5.B. Plan for Graphic Production

Prior to beginning the draft plan as described in Task 5.A, Heritage Strategies, in consultation with City staff, will conduct a search for a graphics designer to contract with us in producing the final plan to the standard of the excellent graphical approach employed in *preserveBT* (perhaps inspired by it, but without necessarily imitating it). We believe it is desirable to produce the draft plan in as close to final form as possible and so we will begin the design process in tandem with production of the draft plan. Our expectation is that we will locate a designer in Burlington, or at the very least, Vermont in general. We are budgeting \$20,000 to cover this contract, with the possible need for more, which can be covered by the contingency as noted in the section below on the Project Budget.

5.C. Public Review of Draft Plan [Task 4.D in RFP]

Heritage Strategies will present the draft preservation plan to the community and stakeholders for feedback. A copy of the Draft Plan should also be submitted at this time to the Vermont SHPO for review and comment (depending on Burlington's CLG grant agreement for the project to produce the Preservation Plan).

Anticipated Deliverables:

- *Outline of issues and opportunities*
- *Draft vision statement with purpose, goals, and objectives*
- *Summaries and meeting materials of all public meetings as part of this process*
- *Recommendations regarding the city's CDO, non-regulatory policies, city staff, the Historic Preservation Review Committee, and the Design Advisory Board*
- *Summaries and photos of historic resources determined to no longer be eligible to the district.*
- *Draft language for revisions to the city's CDO*
- *Implementation Matrix in the form of an Excel spreadsheet (or another agreed-on format)*
- *Draft Preservation Plan*
- *Notes from Heritage Strategies Meeting #4 (Task 5.B), including PowerPoint presentation*

Task 6: Final Plan Documents [Task 5 in RFP]

Following reviews of the draft plan, Heritage Strategies will incorporate final revisions and modifications suggested by stakeholders and the public, and approved by City staff, into the final Preservation Plan document. Heritage Strategies will then submit the finalized plan and all associated deliverables. City staff will coordinate submission of the final plan for formal approval by the City Council, as appropriate. As an add-alternate task, Heritage Strategies will be available for presentations of the plan to reviewing bodies and to City Council.

Anticipated Deliverables:

- *Final historic preservation plan - electronic copy in PDF format*
- *All GIS data in shapefile format for the project*
- *Heritage Strategies Meeting #5 (add-alternate)*

Project Schedule

Heritage Strategies has prepared the project schedule below for preparation of the Preservation Plan for the City of Burlington. We are flexible with regard to scheduling with a start date of any time after March 1; we want to be sure to provide plenty of time for community interaction and dialogue on project recommendations. We expect to consult with City staff during contract negotiations and Task 1.0 in detailing and refining the schedule in accordance with the City's planning needs and processes. It is anticipated that the schedule may be adapted to the calendar and project interests as appropriate with City staff guidance and approval as the preservation planning work proceeds.

City of Burlington, Vermont - <i>preserveBTV</i>	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1. Consultant Onboarding and Orientation																	
2. Analysis of Existing Regulatory Process																	
3. Assess Existing Inventory & Potential Historic Resources																	
4. Draft Recommendations																	
5. Draft Plan																	
6. Final Plan Documents																	

Hours assigned to each subtask appear in the budget.



Heritage Strategies prepared a historic preservation plan for the City of Topeka, the state capital of Kansas, and then followed up with design guidelines for the revitalization of the downtown historic district. The downtown district is a complex combination of historical periods and conditions, with several layers of significant changes common to many buildings.

References

Heritage Strategies offers the following references relative to our most recent experience in preservation planning for historic communities. Brief descriptions of these and other projects are included in the Organization Experience section below.

Town of Liberty, Missouri
Historic Preservation Plan – completed October 2020
Jeanine Thill, Community Development Manager (and project manager)
City of Liberty
101 E. Kansas St.
Liberty, MO 64068
816-439-4537
jthill@libertymo.gov

A copy of Liberty's preservation plan can be accessed online at:
<https://www.libertymissouri.gov/DocumentCenter/View/29946/Historic-Preservation-Plan-2021>

Town of Davidson, NC
Historic Preservation Plan – adopted January 2023
Lindsay Laird, Senior Planner
Town of Davidson Planning Department
251 South Street
P.O. Box 579
Davidson, NC 28036
704-940-9611
llaird@townofdavidson.org
A copy of Davidson's preservation plan can be accessed online at:
<https://www.townofdavidson.org/1353/Davidson-Historic-Preservation-Plan>

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Project Budget

Heritage Strategies proposes to undertake the Scope of Work outlined above for an overall lump sum fee of Two Hundred Thousand Dollars (\$200,000) including the cost of all reimbursable expenses (estimates for our travel costs are broken out in this budget but we will be incorporating those costs into invoices with progress billing). This includes an estimated \$10,000 contract for GIS, an estimated \$20,000 contract for graphics production for the Final Plan, and \$17,000 contingency. Below is a fee schedule that outlines the personnel and hours associated with each task presented in the Scope of Work.

This fee is based on the services and level of effort and professional product we understand to be desired as outlined in the Request for Proposals. The lump sum fee we have proposed demonstrates the benefits of contracting with a small firm; Elizabeth Watson's commitment represents three-quarters of her full time availability (approximately 1,000 hours per year, with another 1,000 devoted to such demands as overhead activities, firm management, and non-compensated (pro bono) professional time). We would be pleased to discuss alternatives, such as changes in services and scope, in order to meet the available budget and fulfill the project objectives.

City of Burlington, Vermont		Elizabeth Watson	Peter Benton	Add'l Expenses	Fee Per Task
<i>Preservation Plan, preserveBTV</i>					
Task 1	Consultant Onboarding and Orientation	12,500	4,250	6,000	22,750
1.A.	Kickoff Meeting	32	24		
1.A.1.	Coordination with the State Historic Preservation Office	12			
1.B.	Community Outreach + Education Plan	32	6		
1.C.	Introductory Public Workshop	24	4		
	Meeting #1 (Tasks 1.A and 1.A.1) (2 travelers, est \$2000 ea)			4,000	
	Meeting #2 (Task 1.C) (1 traveler, est \$2000)			2,000	
Task 2	Analysis of Existing Regulatory Process	20,000	5,000	-	25,000
2.A.	Review of Existing Regulatory Process & Past Planning Efforts	80	20		
2.B.	Assessment of City's Existing Preservation Program	80	20		
Task 3	Assessment of Existing Inventory & Potential Historic Resources	26,000	3,750	16,000	45,750
3.A.1.	Burlington's Historic Character	24	4		
3.A.2.	Plan for GIS Support	16	2		
	Reserve for GIS support contract			10,000	
3.A.3.	Audit of Existing Inventory [3.A in the RFP]	64	8		
3.B.	Identify Potential Historic Resources	64	4		
3.C.	Meetings to Discuss Findings	40	12		
	Field Trip Travel (1 traveler, 2 trips, est \$2000 ea)			4,000	
	Meeting #3 (Task 3.C) (1 traveler, est \$2000)			2,000	
Task 4	Draft Recommendations	22,500	7,000	-	29,500
4.A.1.	Outline of Issues and Opportunities	40	8		
4.A.2.	Draft Vision and Purpose Statement [4.A in the RFP]	20	12		
4.A.3.	Goals and Objectives [4.A in the RFP]	32	12		
4.B.	Regulatory and Non-Regulatory Recommendations	88	24		
Task 5	Draft Plan	19,000	8,000	21,500	48,500
5.A.	Draft Plan Content	76	40		
5.B.	Graphics production contracting and supervision	44			
5.C.	Public Review of Draft Plan	32	24		
	Reserve for graphics production contract			20,000	
	Meeting #4 (Task 5.B) (1 traveler, est \$1500)			1,500	

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City of Burlington, Vermont		Elizabeth Watson	Peter Benton	Add'l Expenses	Fee Per Task
<i>Preservation Plan, preserveBTV</i>					
Task 6	Final Plan Documents	10,000	-	1,500	11,500
6.A.	Final Plan Documents - editing, graphics production supervision	64			
	Meeting #5 (Task 6) (1 traveler, est \$1500)	16		1,500	
	.Contingency			17,000	17,000
	Hours	880	224		
	Other Expenses			62,000	
	Hourly rate	125	125		
TOTAL					\$200,000

Firm Qualifications

Heritage Strategies, LLC

Heritage Strategies is a preservation planning firm established in 2009 by three long-time colleagues with extensive experience in historic preservation. Heritage Strategies specializes in work with historic communities, historic properties, cultural landscapes, and National Heritage Areas. Heritage Strategies' principals are former senior staff of John Milner Associates, Inc., a former nationally recognized historic preservation firm in West Chester, PA, and led many of JMA's projects in preservation planning, design guidelines, cultural landscapes, and historic preservation.

Heritage Strategies is based in northern Chester County, PA, with offices in Haddonfield, NJ (both in the Philadelphia area), Jefferson, ME, and Chestertown, MD. We have worked on historic preservation planning projects across the nation, from Massachusetts to North Carolina, west to Missouri, Colorado, and Montana.

Heritage Strategies is a Limited Liability Company (LLC) registered and licensed in the Commonwealth Pennsylvania. The firm has three owner/employees, two of whom are women – the firm is a small, woman-owned business but is not officially certified as such.

Historic Communities

Heritage Strategies staff has worked with many communities focusing on the stewardship of historic resources and the enhancement of community character. We are experienced in adaptive reuse of historic buildings, revitalization of historic downtowns, and strengthening of historic neighborhoods. We recognize that economic viability is central to community success, and we help partners collaborate to reinforce the best aspects of their communities.

Heritage Strategies has prepared preservation plans and design guidelines for a wide range of historic communities, from rural, to suburban, to urban contexts. Our approach relies on building consensus among constituents around shared values. We are experienced in working with local, state, and federal review agencies having responsibility for compliance with historic preservation programs and regulations.

Historic Properties

Heritage Strategies is experienced in the rehabilitation and adaptive reuse of historic buildings and landscapes. Our work with historic properties includes master planning, conceptual design, interpretive planning, and historic structure reports. We have worked with nonprofit historic sites, institutions such as colleges and universities, government entities, developers, and private property owners. Heritage Strategies has extensive experience in project implementation for both historic buildings and landscapes.

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We are familiar with the complexities involved in adapting historic buildings and landscapes to modern uses without compromising historic integrity. This familiarity includes not only accommodation of modern programmatic requirements within a historic context, but also compliance with modern building codes; provision of handicapped access; the installation of modern mechanical, electrical, lighting, and fire safety systems; and ecological and site engineering considerations.

Cultural Landscapes

Heritage Strategies is experienced in the preparation of cultural landscape reports, landscape management plans, and landscape conservation and design strategies. Much of our project experience stems from work on cultural landscape reports for the National Park Service. Our experience ranges from the preparation of cultural landscape assessments for towns and townships, to county level landscape areas, to statewide landscapes.

Heritage Strategies staff is experienced in the methodology for assessing cultural landscapes through the recognition of historical contexts and significance, identification of character defining patterns and features, analysis of issues and opportunities, and development of appropriate treatment guidelines and recommendations.

National Heritage Areas

Heritage Strategies principals have undertaken planning and implementation projects for more than 18 state and National Heritage Areas. All of our heritage area projects have included the development of heritage tourism initiatives, interpretive plans, stewardship strategies, and implementation programs involving regional entities, local communities, historic and cultural sites; and partners at local, state, and federal levels. Heritage Strategies' plans outline strategies to strengthen community identity and heritage tourism and development as central to regional economic revitalization.

Heritage Strategies Personnel

Information on Heritage Strategies personnel is presented directly below and in resumes at the end of this proposal. Heritage Strategies staff fully meets requirements of the Secretary of the Interior's Guidelines for Professional Qualifications Standards (36 CFR Part 61, Appendix A) for professionals working in the field of historic preservation.

Elizabeth Watson and Peter Benton have collaborated on heritage area and preservation planning projects since 1995, originally working under the name JMA/Watson. In 2009, Peter and Elizabeth founded Heritage Strategies.

A. Elizabeth Watson, FAICP – Project Manager / Preservation and Community Planner



Elizabeth Watson is a Principal with Heritage Strategies and a nationally recognized leader in heritage development and community stewardship. Her consulting work includes all historic preservation plans referenced in this proposal, for a range of communities, including Asheville, NC, Topeka, KS, Jefferson City, MO, Liberty, MO, Butte, MT, and Burlington, NC

Elizabeth is a co-author of the National Trust for Historic Preservation's award-winning *Saving America's Countryside: A Guide to Rural Conservation* (Johns Hopkins University Press, 1997, 2nd ed.), in which she authored chapters on organizational management and public outreach, as well as land conservation, land use planning, state and federal programs, and heritage-related rural economic development. In 1993-94, she held a Loeb Fellowship in Environmental Design at Harvard University, where her studies included public administration at the Kennedy School of Government as well as at the sponsoring department for the program, the Graduate School of Design.

CITY OF BURLINGTON PRESERVATION PLAN

Ms. Watson was recognized in 2017 as a Fellow in the College of the American Institute of Certified Planners (FAICP). The AICP provides the only nationwide, independent verification of planners' qualifications. Certified planners pledge to uphold high standards of practice, ethics, and professional conduct and shall meet certain standards of professional education. Induction to the AICP College of Fellows is the highest honor the American Institute of Certified Planners bestows on a member. Fellows of AICP are nominated and selected by their peers to recognize demonstrably significant and transformational improvements to the field of planning and the communities they serve. Elizabeth's nomination specifically addressed her extensive experience in historic preservation.

Elizabeth is an experienced facilitator and has undertaken strategic plans for non-profit organizations and local government. She will lead Heritage Strategies in consultation and communications with project stakeholders and in public engagement for the project. Elizabeth will serve as Heritage Strategies' Project Manager and Preservation and Community Planner for this project. She will be the principal point of contact for the project. She will lead the process of stakeholder and public engagement and development of community stewardship and organizational strategies. Elizabeth is an experienced community facilitator, author, and editor and will bring all of those skills to bear on creating a final product tailored to the needs of the City of Burlington.

Peter C. Benton – Historical Architect / Preservation Planner



Peter Benton is a Principal with Heritage Strategies and an architect with more than thirty years' experience in the design and execution of architecture and preservation planning projects. Peter will serve as Heritage Strategies' Historical Architect for work on the Preservation Plan. Peter will focus on the role that the City's heritage resources play in community character and identity. He will examine the wide range of existing programs and policies at the regional and local levels to provide guidance for City and community stakeholders as they develop programs and make decisions that could affect community well-being. With Elizabeth Watson, Peter will identify ways to broaden and strengthen local and regional historic preservation programs and embed them in all aspects of community endeavor. Peter will collaborate with

Elizabeth Watson in all aspects of the preservation plan.

Peter specializes in developing preservation and interpretive programs for heritage areas, scenic byways, historic communities, and historic sites. He has worked on a wide variety of master planning, historic resource management, and design projects throughout the eastern and central United States, and particularly enjoys cultural landscape studies that enable deep thought about the origins and stories of individual places. From 1984 to 2009, Peter was a Project Manager, Senior Associate, and Associate Director with John Milner Associates, Inc.

Peter is a resident of Chester County and served on the Board of the Chester County Conference and Visitors Bureau from 1994 through 2006 and as its President in 2000-2003. He is also a co-founder of the Chester County Historic Preservation Network and served as Chair of its Board from 1991 through 2003.

Representative Organization Experience: Preservation Plans



City of Asheville and Buncombe County, North Carolina, Preservation Plan Heritage Strategies assisted Asheville and its surrounding rural county to identify issues and strategies addressing best historic preservation practices, focusing on residential neighborhoods, multiple business districts, and the county's beautiful rural agricultural landscape. The plan builds support for historic preservation through public outreach, heritage tourism, and interpreting Asheville's stories through historic buildings.



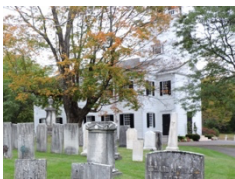
City of Topeka, Kansas, Historic Preservation Plan Topeka is the state capital of Kansas and is focused on revitalization of its historic downtown and surrounding neighborhoods. The preservation plan prepared by Heritage Strategies coordinated City departments and programs in addressing community revitalization. Heritage Strategies returned to prepare Downtown Design Guidelines that are being used to implement a comprehensive program of downtown economic development.



City of Joplin, Missouri, Historic Preservation Plan Joplin is located in southwest Missouri and was a regional center for a thriving late 19th century lead mining industry. Today, it retains its role as a regional center with a revitalized downtown core and surrounding historic middleclass neighborhoods of charming bungalows. The preservation plan coordinates public, private and non-profit initiatives in community revitalization.



Jefferson City, Missouri, Historic Preservation Plan Jefferson City is the state capital of Missouri. The city has a vibrant historic downtown as well as several smaller commercial centers. A primary focus of the plan is the revitalization of historic neighborhoods, including the use of HUD funding, code enforcement, and city incentives to enhance neighborhood character and attract new home buyers.



Lenox, Massachusetts, Historic Preservation Plan Located in the Berkshires of western Massachusetts and home to Tanglewood, summer home of the Boston Symphony, Lenox is a historic early 19th century village that became a summer destination for the wealthy during the Gilded Age. Its preservation plan focused on the town's economic role as a heritage tourism destination, using historic character to support community well-being.



Falmouth, Massachusetts, Historic Preservation Plan Located at the western end of Cape Cod, Falmouth is a summer destination with small, historic 18th century villages, a 19th century port, late 19th century estates, and early 20th century beach front neighborhoods. As one result of its preservation plan, a Historic Preservation Trust was created to work closely with the local Land Trust in preserving historic farmsteads and landscapes. (2014; fee \$25,000)



City of Butte, Montana, Cultural Heritage Plan Heritage Strategies was asked to prepare a preservation plan capitalizing on two decades of public and private investment in imaginative historic preservation and innovative cleanup in Butte and surrounding Silver Bow County. Famous as a late 19th century copper mining center, Butte has high-quality historic resources, a strong business community, walkable neighborhoods, and great outdoor recreation that capitalizes on heritage tourism.

Representative Organization Experience: National Heritage Area Plans

Since Heritage Strategies' principals began working together in the mid-1990s and since the founding of our firm in 2009, planning for National Heritage Areas has been a major part of our business. We have undertaken planning and implementation projects for more than 18 State and National Heritage Areas. All of our National Heritage Area projects approved by the National Park Service include **comprehensive preservation plans**. For each of the projects below, Heritage Strategies was the lead firm and principal author, including both Elizabeth Watson and Peter Benton:



Santa Cruz Valley National Heritage Area, Arizona (2020-2022)

Client: Santa Cruz Valley Heritage Alliance, Tucson, AZ.

The Santa Cruz Valley is located in southeastern Arizona and extends from the vicinity of Tucson south to the border with Mexico. It is known for the distinctive character, quality, and diversity of its landscape and is located at the intersection of two vast ecological regions. It is a zone of ecological transition and continuing evolution, a land of cultural persistence, adaptation, and continuity. This is one of America's longest continually inhabited regions where a series of ancestral cultures flourished. The NHA's interpretive plan presents the region's natural history, ecological challenges, and the distinctive cultures of the people who have lived here for over 4,000 years.



Susquehanna National Heritage Area, Pennsylvania (2020-2022)

Client: Susquehanna NHA

The Susquehanna NHA is located in Lancaster and York Counties in southeastern Pennsylvania. Over more than two centuries of American history, the lower Susquehanna region has played a key role in the development of the nation's political, cultural, and economic identity. It is known as the Pennsylvania Cultural Hearth, spreading its peoples and cultural traditions throughout the mid-west in the 18th and early 19th centuries. The NHA's interpretive plan engages a wide variety of historic and natural sites, telling the stories of the region's cultural landscape and its evolution.



Crossroads of the American Revolution National Heritage Area, New Jersey (2011)

Client: Crossroads of the American Revolution Association

The Crossroads of the American Revolution NHA interprets and preserves resources associated with New Jersey's unique role in the American Revolution. Heritage Strategies principals Peter Benton and Elizabeth Watson led development of a management and interpretive plan for the heritage area.

A complex urban, suburban, and rural landscape, New Jersey's Revolutionary Era heritage is clearly evident within every community through place names, markers, monuments, historic buildings, interpretive sites, and landscape features. The management plan outlines how the heritage area's many partners tell their Revolutionary Era stories through a coordinated framework to raise public awareness as an active and unifying element for community enrichment and pride. Through the Crossroads story, the heritage area implements programming that encourages the preservation and stewardship of historic and natural resources, heritage tourism, community revitalization, and enhancement of local quality of life.



Freedom's Way National Heritage Area, Massachusetts (2015)

Client: Freedom's Way Heritage Association, Inc.

Freedom's Way NHA is located in central Massachusetts and southern New Hampshire and features the landscapes, towns, and resources associated with battles of Concord and Lexington. Shaped by rivers and wetlands, the landscape here has inspired generations of writers, philosophers, and visionaries.

CITY OF BURLINGTON PRESERVATION PLAN

The management plan for Freedom's Way fosters a close working relationship among local and regional partners, governmental agencies, and the private sector to preserve the character of the region. It includes unique chapters on communications, interpretation, and the cultural landscape, blending approaches to both conservation and historic preservation and reinforcing the region's sense of its singular identity.



Abraham Lincoln National Heritage Area, Central Illinois (2012)

Client: Looking for Lincoln Heritage Coalition

Abraham Lincoln spent most of his life in central Illinois, today a rich farming region dotted with quintessentially American small towns. As a country lawyer, Lincoln honed critical friendships here that supported his political career. The Abraham Lincoln National Heritage Area interprets not only Lincoln's life but also Illinois and the United States in the crucial decades before the Civil War, and addresses critical needs for preservation, conservation, recreation, and community revitalization.

The Looking for Lincoln Coalition implements a regional interpretive program enabling visitors to also see the many places associated with Lincoln beyond Springfield. By the bicentennial of his birth in 2008, LFL had installed more than 200 "story trail" outdoor interpretive panels in 52 communities.



Niagara Falls National Heritage Area, New York (2012)

Client: Niagara Falls NHA

The Niagara Falls NHA encompasses the City of Niagara Falls and communities of Lewiston and Youngstown to the north. The heritage area interprets the natural, cultural, and historic resources of the region including the natural phenomenon of Niagara Falls and the Niagara River Gorge as well as themes on tourism and recreation, power and industry, and the borderland with Canada.

Heritage Strategies prepared a management plan and interpretive plan for the heritage area. Over 6 million individuals visit the Falls each year. A primary goal of the heritage area is to enhance visitor experience in ways that support revitalization of the City of Niagara Falls and strengthen businesses in the river communities to the north.

Attachment C:
Burlington Standard Contract Conditions For Consultants

**ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSULTANTS**

1. DEFINITIONS:

- A. The “Contract” shall mean the Contract between Consultant and the City to which these conditions apply and includes this Attachment C.
- B. The “Consultant” shall mean Heritage Strategies, LLC.
- C. The “City” shall mean the City of Burlington, Vermont or any of its departments.
- D. The “Effective Date” shall mean the date on which the Contract becomes effective according to its terms, or if no effective date is stated, the date that all parties to it have signed.
- E. The “Parties” shall mean the parties to this Contract.
- F. The “Work” shall mean the services being provided by the Consultant, as provided in the Contract.

2. REGISTRATION: The Consultant 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.

3. INSURANCE & INDEMNIFICATION: The insurance and indemnification provisions set forth in Attachment C-1 are incorporated by this reference as though fully set forth. Any provisions of this Contract for indemnification, defense, release of liability, or warranty, shall survive termination hereof.

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

5. PLANS, RECORDS, AND AVAILABLE DATA: The City agrees to make available, at no charge, for the Consultant’s use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

6. PERSONNEL REQUIREMENTS AND CONDITIONS: The Consultant shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. 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 Consultant 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 person so involved within one (1) year of termination of employment with the City.

The Consultant warrants that no company or person has been employed or retained, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Consultant to be paid, other than a bona fide employee working solely for the Consultant, 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 Consultant, from work related to the Contract, for misconduct, incompetence, or negligence as determined by the City, in the due and proper performance of Consultant's duties, or for neglecting or refusing to comply with the requirements of the Contract.

7. **PERFORMANCE:** Consultant warrants that performance of Work will conform to the requirements of this Contract. Consultant 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 Consultant for its own business.

8. **DESIGN STANDARDS:**

- A. Unless otherwise specifically provided for in the Contract, or directed in writing, Consultant services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Consultant is responsible to identify and follow any course of direction provided by the City.
- B. The Consultant shall ensure that any design conforms to applicable requirements of the Americans with Disabilities Act, including any regulations or design standards promulgated pursuant thereto (including, without limitation, the current edition of the ADA Accessibility Guidelines), and any more stringent disability access laws that may apply. If applicable to the Work, and to the extent appropriate in the Consultant's reasonable professional judgment, the Consultant shall build reasonable tolerances into plans to ensure that as-built or remodeled, buildings or structures comply with applicable accessibility standards (e.g., so that the future tiling of a wall will not cause a restroom stall to fail to meet minimum width standards, etc.).

9. **RESPONSIBILITY FOR SUPERVISION:** The Consultant shall assume primary responsibility for general supervision of Consultant employees and their sub-consultants 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 Consultant shall be responsible to the City for all acts or omissions of its subconsultants and any other person performing work under this Contract.

10. UTILITIES: Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Consultant will counsel with the City, plus achieve 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 Consultant shall inform the City, in writing, of any such contacts and the results thereof.

11. INSPECTION OF WORK: The City shall, at all times, have access to the Consultant's work for the purposes of inspection, accounting, and auditing, and the Consultant shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Consultant 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 Consultant pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

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.

12. REVIEWS AND ACCEPTANCES: All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the Consultant, shall be subject to review and endorsement by the City.

Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

A frequency for formal reviews shall be set forth in the Contract. Informal reviews, conducted by the City will be performed as deemed necessary. The Consultant shall respond to all official comments regardless of their source. The Consultant shall supply the City with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a Consultant of their professional obligation to correct any defects or errors in their work at their own expense.

13. PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Consultant will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Consultant shall conduct themselves with propriety. The Consultant 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 Consultant agrees that any work will be done with minimum damage to the land

and disturbance to the owner. Upon request of the Consultant, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Consultant is acting as an agent of the City.

- 14. 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.

15. APPEARANCES:

- A. Hearings and Conferences:** The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related contract, on behalf of the City. The Consultant 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.

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

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 with 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 thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

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

Upon completion of all services covered under the Contract and payment of the agreed upon fee, the Contract with its mutual obligations shall end.

17. DUTY TO INFORM CITY OF CONTRACT DOCUMENT ERRORS: If Consultant 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, Consultant shall immediately give the City written notice thereof. Consultant 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 Consultant may proceed without any modification being made to Contract Documents.

18. 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 Consultant as soon as practicable of any non-appropriation, and Contract Consultant 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.

19. CHANGES AND AMENDMENTS: No changes or amendments to the Work of the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Consultant.

20. EXTENSION OF TIME: The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Consultant and without the fault or negligence of the Consultant.

21. PUBLIC HEALTH EMERGENCY:

- A. Compliance with Mandates and Guidance:** The Consultant 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 Consultant must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Consultant 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 Consultant shall create a public health emergency plan acceptable to the City. The Consultant 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 Consultant’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. Consultant 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:** Consultant 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 Consultant has adequately corrected its failure to comply with the above.

If Consultant'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.

22. 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.

23. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The City may, in writing, and without invalidating the Contract, require changes resulting from revision or abandonment of work already performed by the Consultant or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the Consultant, shall be incorporated in an amendment and be determined by mutual agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Contract, based on the adjusted quantity of work.

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 Consultant agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Consultant employees. The City reserves the right to audit the records of the Consultant 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 Consultant 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.

- 24. 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 Consultant written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Consultant fail or refuse to remedy the matters complained of within five days after the written notice is received by the Consultant, the City shall have the right to take control of the Work and either make good the deficiencies of the Consultant itself or direct the activities of the Consultant in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Consultant any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Consultant an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Consultant is in default after the time of completion stipulated in the Contract Documents.
- 25. RETURN OF MATERIALS:** Consultant 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.
- 26. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Consultant'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 payment, however, final or otherwise, shall not release the Consultant or their sureties from any obligations under the Contract Documents or any performance or payment bond.
- 27. OWNERSHIP OF THE WORK:** The Consultant 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 Consultant, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Consultant agrees to allow the City access to all "instruments of professional service" at any time. The Consultant 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 Consultant may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 28. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Consultants under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, 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.
- 29. PUBLIC RECORDS:** The Consultant 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 Consultant 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.

- 30. RECORDS RETENTION AND ACCESS:** The Consultant 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 Consultant 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 Consultant 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 anytime 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. Consultant, sub-consultants, 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.
- 31. 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.
- 32. SETTLEMENTS OF MISUNDERSTANDINGS:** Neither Party shall file any litigation arising from this Contract without first attempting in good faith to resolve the Parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the Parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either Party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.
- 33. 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, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Consultant, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Consultant 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 Consultant prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Consultant 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 Consultant shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

- i. Breach: Consultant shall be in default if Consultant fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Consultant'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. Consultant will not be in default for any excusable delays as provided in Sections 19-21.

The City may give Consultant written notice of such default. If Consultant 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. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. Dishonest Conduct: If Consultant engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- iv. 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 Consultant 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.

- v. 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.

34. GENERAL COMPLIANCE WITH LAWS: The Consultant and any subconsultant 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).

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. If, for any reason, a provision in the Contract is unenforceable or invalid, that provision shall be deemed severed from the Contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Contract.

35. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Contract, the Consultant 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. Consultant, and any subconsultants, 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 Consultant certifies, as of the date of signing the Contract, that the Consultant (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 Consultant is a sole proprietorship, the Consultant's statement applies only to the proprietor. If the Consultant is a partnership, the Consultant's statement applies to all general partners with a permanent residence in Vermont. If the Consultant is a corporation, this provision does not apply.

37. TAX REQUIREMENTS: By signing the Contract, the Consultant certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Consultant 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. NO GIFTS OR GRATUITIES: The Consultant 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.

39. ASSIGNMENT: Consultant shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any subconsultant is approved, Consultant shall be responsible

and liable for all acts or omissions of that subconsultant for any Work performed. If any subconsultant is approved, Consultant shall be responsible to ensure that the subconsultant is paid as agreed and that no lien is placed on any City property.

- 40. TRANSFERS, SUBLETTING, ETC:** The Consultant 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 sub-consultant 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 Consultant of responsibility for the performance of that portion of the work so transferred. The form of the sub-consultant's contract shall be as developed by the Consultant and approved by the City. The Consultant shall ensure that insurance coverage exists for any operations to be performed by any sub-consultant as specified in the insurance requirements section of this Contract.

The services of the Consultant, 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.

- 41. CONTINUING OBLIGATIONS:** The Consultant 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 Consultant 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 Consultant is unable to satisfactorily execute the Contract.

- 42. 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.

- 43. 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 Consultant.

- 44. RELATIONSHIP:** The Consultant is an independent consultant and shall act in an independent capacity and not as officers or employees of the City. To that end, the Consultant shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Consultant shall provide its own tools, materials, or equipment. The Parties agree that neither the Consultant nor its principal(s) or employees are entitled to any employee benefits from the City. Consultant 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 Consultant 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 Consultant 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.

- 45. CHOICE OF LAW:** Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract, notwithstanding conflicts of law principles. 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.
- 46. JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont, notwithstanding any other law.
- 47. 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.
- 48. SEVERABILITY:** The invalidity or unenforceability of any provision of this Contract, 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.
- 49. ENTIRE CONTRACT & AGREEMENT:** This Contract 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.
- 50. APPENDICES:** The City may attach to these conditions appendices containing various forms and typical sample sheets for guidance and assistance to the Consultant 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 Consultant to ensure that they have the latest versions applicable to the Contract.
- 51. 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.
- 52. WAIVER:** Notwithstanding the passage of time, 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 C-1
Insurance & Indemnification**

As used in this Attachment, the term “Contractor” shall refer to the “Consultant”.

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). 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. 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.

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 work activities related to the Contract shall meet minimum coverage and limits; and (iii) all coverage shall include adequate protection for activities involving hazardous materials.

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. Commercial General Liability: With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor’s responsibility to ensure that commercial general liability insurance coverage, covering bodily injury and property damage, 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/Employer Liability: 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,
\$500,000 each employee

For contracts involving work of any kind or nature on Lake Champlain, Workers' Compensation/Employer's Liability policy shall include a Maritime Endorsement (USL&H).

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. Professional Liability/Errors & Omissions:

1. General: The Contractor shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:
 - (a) \$2,000,000 - Annual Aggregate/Policy Limit
 - (b) \$1,000,000 - Per Claim/Occurrence
2. Deductibles: The Contractor is responsible for any and all deductibles.
3. Coverage: The Contractor shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

E. Umbrella/Excess Liability:

1. \$1,000,000 Each Event Limit
2. \$1,000,000 General Aggregate Limit
3. Umbrella/Excess Liability is excess above Commercial General Liability, Automobile Liability, and Workers' Compensation/Employer Liability.

All policies shall be endorsed to provide the City thirty (30) days' notice of cancellation. Each policy (except workers compensation/employers' liability and errors & omissions/professional liability) shall be endorsed to name the City and its officers, employees, agents, successors, and

assigns as additional insureds on a primary, non-contributory basis. Each policy (except errors & omissions/professional liability) shall be endorsed to waive subrogation against the City.

INDEMNIFICATION:

To the fullest extent allowed by law, the Contractor shall indemnify, defend, and hold harmless the City and its officers and employees from liability and claims, suits, fines, penalties, expenses (including attorneys' fees and costs), losses, liens, judgments, and damages of any kind or nature whatsoever (collectively, "Claims") arising as a result of the Contractor's acts and/or omissions in the performance this Contract.

Notwithstanding the foregoing, with respect to Professional Negligence (defined below), (i) the Contractor shall not have a defense duty to the City or its officers and employees; and (ii) the Contractor's duty to indemnify and hold harmless the City and its officers and employees shall be limited to the extent of the Contractor's actual fault; provided, however, that the Contractor's indemnification obligation with respect to Professional Negligence shall include the obligation to reimburse defense costs in the event and to the extent such costs are incurred and paid by the City as the proximate cause of said Professional Negligence.

As used herein, "Professional Negligence" means a failure by the Contractor to exercise that degree of skill and care ordinarily possessed by a reasonably prudent professional practicing in the same or similar locality and providing the same or similar services. For greater clarity, Professional Negligence generally includes the type of negligence covered under a Professional Liability/Errors & Omissions policy of insurance but not necessarily under a Commercial General Liability or Automobile Liability policy of insurance.

Attachment D:
Burlington Livable Wage Ordinance Certification

Certification of Agreement to Comply with the City of Burlington's Livable Wage Ordinance
I, PCB, on behalf of HS LLC ("the Contractor"), in connection with a contract for PLANNING

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 ("LWO"), 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 \$17.96 per hour; and
 - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$19.15 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.

By signing below, I certify under the pains and penalties of perjury that I have personal knowledge of the foregoing or have made a reasonable inquiry thereinto, and that to the best of my knowledge and belief, the foregoing is true and correct. (See 13 V.S.A. 2904(b).)

Date: MARCH 30, 2025

By: Patricia B. L...

Contractor, or its duly authorized agent

HERITAGE STRATEGIES LLC
HS LLC

IMPORTANT NOTE: Effective January 1, 2025, for covered employees not under a labor agreement and not working under an agreement subject to Davis-Bacon Act compliance for highway or heavy construction, if the contract or grant amount, inclusive of amendments, is \$50,000 or greater, the vendor is required to certify payroll with each invoice. An acceptable form of certification is attached. Backup documentation may be requested in connection with random compliance audits. Certification of subcontractor or subconsultant payroll is required only upon request.

Attachment E:
Burlington Outsourcing Ordinance Certification

ATTACHMENT E

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

I, PETER C. BENTON, on behalf of HERITAGE STRATEGIES LLC
(Contractor) and in connection with the City of Burlington Historic Preservation Plan,
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.

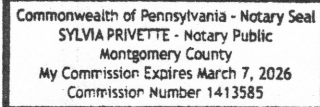
Dated at PHOENIXVILLE, ^{PCB}~~Vermont~~ ^{RASP}this 1 day of APRIL, ²⁰²⁵~~2018~~ ^{PCB}

By: *Peter C. Benton*

Duly Authorized Agent

Subscribed and sworn to before me:

Sylvia Privette
Notary



Attachment F:
Burlington Union Deterrence Ordinance Certification

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

I, PETER C BENTON, on behalf of HERITAGE STRATEGIES LLC
(Contractor) and in connection with HISTORIC PRIES PLAN (City
contract/project/grant), hereby certify under oath that HERITAGE STRATEGIES LLC
(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 BIRCHMOUNTVILLE, ^{PA}~~Vermont~~ this 30 day of MARCH, 2020

By: Peter C Benton
Duly Authorized Agent

Attachment G:
Consultant's Certificate of Insurance & Endorsements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2025

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

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

PRODUCER Body-Borneman Associates Inc. 17 East Philadelphia Avenue P.O. Box 584 Boyertown, PA 19512	CONTACT NAME: PHONE (A/C, No, Ext): (800) 326-5290 FAX (A/C, No): (610) 367-1140 E-MAIL ADDRESS: bodyb@bodyborneman.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, Ltd INSURER B: Hartford Casualty Ins. Co. INSURER C: Landmark American Insurance Co INSURER D: INSURER E: INSURER F:
INSURED Heritage Strategies, LLC P.O. Box 277 Birchrunville, PA 19421	NAIC # 11000 29424 33138

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ EPLI-CM-See Remarks GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			44SBMIO4734	7/24/2024	7/24/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			44SBMIO4734	7/24/2024	7/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			44SBMIO4734	7/24/2024	7/24/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	44WECJL9424	5/13/2024	5/13/2025	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liabili			LHR859702	7/24/2024	7/24/2025	\$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Burlington Preservation Plan
Office of City Planning
149 Church Street
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

Board of Finance and City Council Submission Checklist

Department: City Planning Submitter: Sarah Morgan

Title/Subject: Contract for PreserveBTV: Burlington's Historic Preservation Plan

	Approval:	Meeting Date:
☒	Board of Finance	4/14/2025
☐	City Council	Click or tap to enter a date.
☐	Concurrent	Click or tap to enter a date.

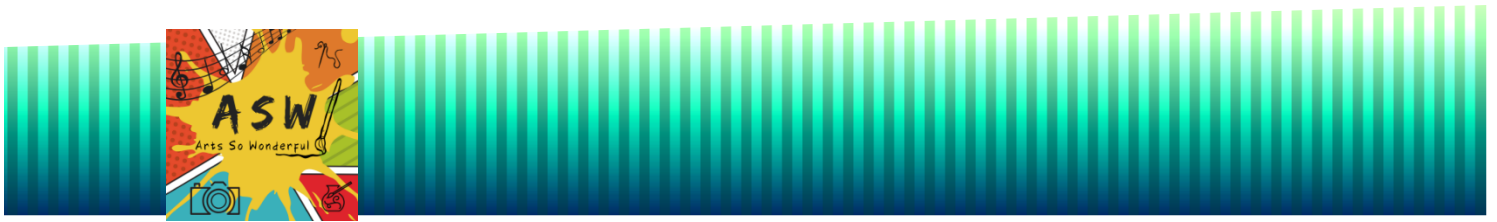
This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/7/2025	Charles Dillard
Mayor's Office informed and approved memo	Yes	Click or tap to enter a date.	Erin Jacobsen
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	Click or tap to enter a date.	Kim Sturtevant
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Choose an item.	Click or tap to enter a date.	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	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	See Memo
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



April 9, 2025

To: Burlington Vermont City Council
ATTN: Benjamin Traverse

From Arts So Wonderful
ATTN: Bruce Wilson
65 Barlow Street Winooski Vermont 05404
RE: INVOICE

Please make check payable to Arts So Wonderful \$3675. We will use these funds to help pay for graffiti removal and supplies for 30+ people on May 15th 9-11 and 1-5pm at Thorsen Lane and two other locations including 1 roof top. Send the check to the address below.

Thank you.

Bruce Wilson

Arts So Wonderful

65 Barrow Street

Winooski VT 05404

802 304 37775

ArtsSoWonderful.com

@artssowonderful.com

www.peg.tv.com Rutland Channel 1

www.cctv.org/search/node/service%20rendered Burlington Channel 17

ARTS SO WONDERFUL SPRING UP GRAFFITI CLEAN UP!

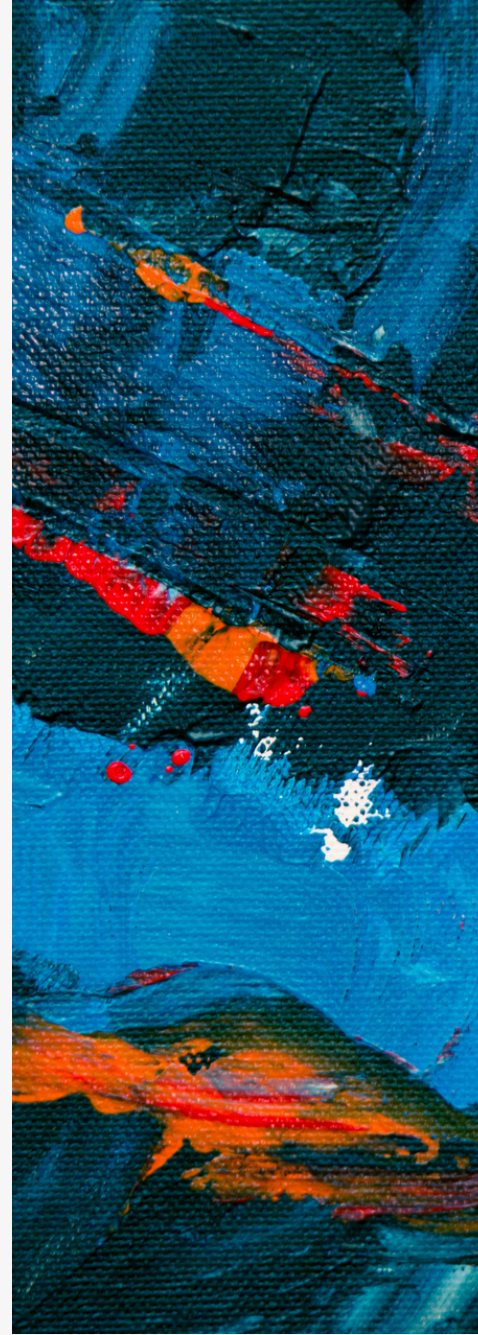
MAY 15, 2025

9:00 AM TO 11:00 AM

1:00 PM TO 5:00 PM

**DOWNTOWN BURLINGTON
VERMONT**

Located at Thorsen Lane.
Supplies and refreshments
will be provided.



FOR MORE INFORMATION:

artssowonderful2@gmail.com





To: Board of Finance and City Council
From: Kara Alnasrawi, Director, Business and Workforce Development
Rebecca Reese, Early Learning Initiative Manager
Date:
Re: Authorization to Issue Early Learning Initiative Capacity Grants to Robin's Nest Children's Center for \$30,000

REQUEST

The Business and Workforce Development team seeks Board of Finance and City Council approval to issue Early Learning Initiative Capacity Grants to Robin's Nest Children's Center in the amount of \$30,000 for the purpose of essential facility upgrades, specifically plumbing improvements, to expand toddler enrollment capacity.

EXECUTIVE SUMMARY

Background:

The City of Burlington established the Early Learning Initiative Capacity Grant in 2018 to assist in the creation, stabilization, and expansion of high-quality childcare in the City of Burlington. The City has identified affordable and accessible childcare as a priority for the community of Burlington. The Early Learning Initiative (ELI) Capacity Grant Program was put in place to strengthen and expand high-quality childcare opportunities in Burlington for children from birth to three years old. Such opportunities have been demonstrated to help prepare children for school, narrow the opportunity gap, improve future health outcomes, and reduce future public spending.

In previous years, ELI has provided capacity grants to several facilities including, but not limited to: ONE Arts Community School – Burlington, Pine Forest Children's Center, Robin's Nest Children's Center, Burlington Children's Space, and the Sara Holbrook Community Center. These grants have allowed facilities to increase enrollment and ensure high-quality care.

Capacity Grant Committee Approval:

The Early Learning Initiative Manager and the Director of Business & Workforce Development convened a meeting of the ELI Capacity Grant Review Committee on March 28, 2025. The Committee voted unanimously to approve the grant application of Robin's Nest Children's Center to expand enrollment and address long-overdue bathroom updates and move the request to the Board of Finance. In attendance at the ELI Capacity Grant Review Committee meeting were:

- Sarah Carpenter, Burlington City Councilor
- Nicole Bova, Director of Development, ECHO Leahy Center for Lake Champlain
- Didi Harris, Senior Programs Manager-Northern Vermont, Let's Grow Kids
- Kristin Fontaine, Pediatric Outreach Coordinator, University of Vermont Medical Center

- Stacie Curtis, Director of Early Education, Burlington School District – Unable to attend but provided written statement in support of the project and awarding the request.
- Rebecca Reese, Early Learning Initiative Manager (non-voting member)
- Kara Alnasrawi, Director, Business and Workforce Development (non-voting member)
- Sarah Muyskens, Community Volunteer – Recused herself from the decision-making process due to her close and long-time relationship with Robin’s Nest Children Center.

Project Funding:

The remaining ELI budget for fiscal year 2025 holds sufficient funds to support the Robin’s Nest Children’s Center grant request. No additional funds will be requested of the City to fulfill this grant.

ROBIN’S NEST CHILDREN’S CENTER REQUEST OF \$30,000

Funds Use:

Robin’s Nest Children’s Center, a long-standing, high-quality early childhood program in Burlington’s Old North End, is requesting \$30,000 to cover a portion of costs related to necessary plumbing updates to ensure the center can continue serving the community efficiently and safely. The center is working in partnership with Champlain Housing Trust (CHT) to modernize its facility and further fund the remaining costs of the project.

Updates include:

- a bathroom renovation, upgrading the children’s bathroom by replacing fixtures that have been in place since 1985 with appropriately sized sinks and toilets,
- adding a fully plumbed sink and dishwasher to be installed in the rear classroom, allowing the center to expand toddler enrollment slots.

In 2018, ELI supported a smaller grant of \$10,000 to fund professional development for Robin’s Nest leadership team.

Community Impact:

This small request by Robin’s Nest will continue to support a trusted ELI partner and have a significant impact on the community by increasing toddler enrollment capacity by 40%, adding up to four new slots. The renovation will enhance program quality updating outdated facilities to improve child safety and hygiene. Additionally, the infrastructure improvements will support educators by allowing better resource management and increased staffing. The collaboration with CHT ensures cost-effective infrastructure improvements while maintaining affordability for families.

Program Quality:

Robin’s Nest is a 5-STAR childcare program that maintains strong partnerships with CCFAP, Act 166 Pre-K, and the Early Learning Initiative to ensure families have access to high-quality, affordable early education. The center is a S.E.E.D. Certified school, having completed the Seed & Sew social-emotional training, which enhances educators' ability to support children's emotional development. Additionally, Robin’s Nest follows the Strengthening Families Framework and is a state-certified Specialized Care provider, ensuring that children facing high-risk circumstances receive the necessary support.

The program is deeply committed to accessibility and equity, with 65% of families qualifying for CCFAP tuition support and 75% of families identifying as BIPOC. Robin's Nest has implemented thoughtful tuition adjustments to ensure families have adequate time and resources to access financial assistance without disruption. The administration is highly engaged in the community, actively participating in the Early Childhood Business Collaborative of Chittenden County, which strengthens partnerships and advocates for early learning initiatives.

To support continuous professional development, Robin's Nest invests in training and education for its educators, offering professional development funds to encourage growth and advancement in the field. The program also partners with AALV to provide interpretation and translation services, ensuring that refugee and multilingual families receive culturally responsive care. Educators at Robin's Nest further contribute to the early childhood education field by mentoring practicum students from the University of Vermont, St. Michael's College, and Champlain College, fostering future generations of early childhood professionals while strengthening ties with local institutions.

Summary:

Robin's Nest Children's Center has been a cornerstone of the Old North End community for 40 years, providing high-quality childcare and serving as a strong ELI partner since the initiative's inception. The program is deeply committed to ensuring all families have access to early learning, with 65% of enrolled families receiving tuition assistance through CCFAP. Partnering with CHT, Robin's Nest is strategically leveraging this funding opportunity to maximize its impact on the facility and the families it serves. Securing additional funding through this ELI Capacity Grant will ensure that Robin's Nest Children's Center can continue providing high-quality, accessible child care to Burlington families. By investing in this critical infrastructure project, the City of Burlington reinforces its commitment to early learning, workforce stability, and community well-being.

ATTACHMENTS:

- A. Robin's Nest Children's Center capacity grant application
- B. ELI Capacity Grant Award Letter to Robin's Nest Children's Center
- C. ELI Capacity Grant Contract to Robin's Nest Children's Center

MOTIONS:

The Business and Workforce Development team respectfully requests that the Board of Finance and City Council approve the following motions:

Board of Finance and City Council:

To approve and authorize the Director of Business and Workforce Development to enter into an ELI Capacity grant agreement with Robin's Nest Children's Center in the amount not to exceed \$30,000 to expand enrollment and address overdue plumbing and bathroom maintenance needs, subject to review of the grant capacity agreements by the City Attorney's Office.



April 9, 2025

Robin's Nest Children's Center
20 Allen Street
Burlington, VT 05401

Dear Beth Workman,

Congratulations on your successful grant application. We are pleased to present a 2025 Early Learning Initiative Capacity Grant to Robin's Nest Children's Center from the City of Burlington.

Grant Amount: \$30,000

Grant Number: 25-001

Grant Purpose: To support the facilities update of plumbing needs and bathroom renovations at the long-standing Robin's Nest Children's Center, which will also add up to 4 new toddler enrollment spots at the Old North End center at 20 Allen Street, Burlington. Funding will support new plumbing with sink and dishwasher installation and updates to the main bathroom facility as outlined in the grant application.

Payment: Robin's Nest Children's Center has requested, the Grant Committee has recommended, and the City has authorized a grant award in the amount of \$30,000. Grant award funds will be dispersed in one installment upon delivery of an invoice to the Early Learning Initiative Manager. The grantee will provide evidence of grant fund expenditures through provided templates, including an end-of-grant report.

Grant Agreement Conditions:

Grant conditions are outlined more specifically in the Grant Agreement to be executed by the City and the Program prior to disbursement of grant funds. In the event of any discrepancy between the conditions enumerated in the Grant Agreement and this letter, the Grant Agreement will control. Below is an outline of what is intended to be a summary of the special Grant Agreement Conditions:

- Program must have or plan to obtain Specialized Child Care status as defined by the Vermont Department of Children and Families.
- Program will strive to achieve and/or maintain a 4 or 5 STAR rating as defined by the Vermont Department of Children and Families.
- Program is open to the general public and enrollment policies are nondiscriminatory.
- Program is required to make reasonable efforts to achieve and maintain a minimum of 30% of its total enrollment being Child Care Financial Assistance Program (CCFAP) recipients. Program will be required to maintain this enrollment level for 3 enrollment years from receipt of funds.

- Program shall provide an end-of-grant narrative and financial report detailing progress on the ELI capacity-building activities described in your application, due in August 2025. The report should be submitted online (link and format will be provided). The report will follow the provided template documenting program progress, and detailing requested information, including but not limited to student, staff, and operating information. Receipts and spending records must be maintained for auditing purposes.
- Grant funds are intended to be used as described in the approved application. Any requests to make changes to the activities described in the application must be emailed to [Rebecca Reese \(rreese@burlingtonvt.gov\)](mailto:rreese@burlingtonvt.gov), ELI Manager.

Further Grant Guidelines:

The City, through the coordination of the ELI Manager, intends to work closely with the Grantee through the expenditure of the Grant Funds and for at least 3 enrollment years thereafter to ensure grant conditions are met, and that the Program continues to be successful through all phases of project workup. In furthering this goal, the City has identified non-binding best practice guidelines that it expects the Program to regularly engage in and report on throughout the course of the partnership. The City's best practice expectations are as follows:

- Project leadership will engage with City staff for technical assistance and grant guidance through the grant cycle.
- Program will provide project/funding information to the City as requested.
- Program will work with the ELI Manager to develop strategies to ensure the Grant Funds are able to serve as many eligible Burlington families as possible.

Congratulations again and thank you for actively engaging the City in our joint efforts to make high-quality childcare more available and affordable in Burlington.

If you have any questions about this grant, please contact Rebecca Reese (rreese@burlingtonvt.gov), ELI Manager.

Warmly,

Kara Alnasrawi
Director of Business and Workforce Development
City of Burlington

CITY OF BURLINGTON GRANT AGREEMENT

This Grant Agreement (“Agreement”) is entered into by and between the City of Burlington, Vermont (“the City” and “Grantor”), and Robin’s Nest Children’s Center (“Grantee” and “Contractor”) which is a corporation with its principal place of business at 20 Allen Street, Burlington, VT, USA authorized to do business in Vermont.

Grantee and the City agree to the terms and conditions of this Agreement.

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Agreement Documents”** means all the documents identified in Section 4 (Scope of Work) of this Agreement.
- B. **“Effective Date”** means the date on which this Agreement is approved and signed by the City, as shown on the signature page.
- C. **“Party”** means the City and **“Parties”** means the City and Grantee.
- D. **“Project”** means the Grantee’s proposed work in their ELI Grant Application dated January 29, 2025. (Attachment B)
- E. **“Work”** means the services described in Section 2.C (Recitals: Purpose/Scope of Work) of this Agreement, along with the specifications contained in the Agreement Documents as defined in Section 6.A below.

2. RECITALS

- A. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement 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 Agreement.
- C. **Purpose/Scope of Work.**
 - i. The City seeks to employ the Grantee to utilize the grant funds to support plumbing upgrades and bathroom renovation of the Robin’s Nest Children’s Center high-quality child care program, which will also create 4 new toddler enrollment spots. This will include updates to the main bathroom facilities and

fixtures, as well as a newly plumbed sink and dishwasher added to the back classroom as outlined in the grant application. Failure to use the grant funds for this purpose shall constitute a default under Section 19 of this Agreement.

- ii. The Grant Requirements shall be satisfied substantially as set forth in the detailed Grantee's Robin's Nest Children's Center Capacity Grant Application dated January 29, 2025 (Attachment B), which is incorporated herein and made a part of this Agreement. In the event of any conflict between Attachment B and this Agreement, this Agreement will be controlling.

3. EFFECTIVE DATE, TERM, AND TERMINATION

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

B. Term. This Agreement and the Parties' respective performance shall commence on the Effective Date and expire on June 30, 2026 or upon the satisfaction of the City, unless sooner terminated as provided herein.

C. Termination for Convenience. At any time prior to completion of Scope of Work specified under the Agreement, the City may terminate the Agreement for any reason by submitting written notice via certified or registered mail to the Grantee, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Grantee will be made promptly for the amount of any fees incurred 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. Grantee shall provide a final accounting of monies expended under the grant, issue a final report as required under section 7, and return the balance of unspent funds to the City within thirty (30) days of receipt of notice of termination.

D. Termination for Cause:

- i. Breach: Grantee shall be in default if Grantee fails in any manner to fully perform and carry out each and all conditions of this Agreement, including, but not limited to, Grantee's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Agreement; 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; or failure to neglect or refuse to remove materials.
- ii. Cure: The City may give Grantee written notice of such default. If Grantee 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 Agreement for cause. Grantee's final reporting obligations shall be as outlined in Section 3.C.

4. TIME, SCHEDULE, AND DISBURSEMENT OF FUNDS

- A. Grantee agrees that the Grant Requirements to be satisfied under the Agreement shall adhere to the project as described in the Attachment B.
- B. The final deliverables include plumbing updates and bathroom renovation of the high-quality childcare center serving infants, toddlers, and preschoolers and increase of toddler enrollment spots. Failure to produce and maintain the deliverables in a timely manner and on schedule shall constitute a default under Section 19 of this Agreement and be grounds for termination of this agreement. If delivery is delayed for circumstances beyond the control of the Grantee, the City will give due consideration for an extension to support the successful completion of the project.
- C. The City reserves the right to request supplemental information prior to payment. Grantee shall not be entitled to payment under this Agreement without providing sufficient back-up documentation satisfactory to the City.
- D. Grantee shall meet with the ELI Manager on the timeline outlined in Attachment F to report on use-of-funding metrics also contained therein.

5. SECTION & ATTACHMENT HEADINGS

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

6. AGREEMENT DOCUMENTS & ORDER OF PRECEDENT

- A. **Agreement Documents.** The Agreement Documents are hereby adopted, incorporated by reference, and made part of this Agreement. The intention of the Agreement 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 Agreement Documents:

Attachment A: ELI Capacity Grant Application, updated December 2023

Attachment B: Robin's Nest Children's Center Grant Application dated January 29, 2025

Attachment C: Burlington Standard Contract Conditions
Attachment C-1: Insurance and Indemnification Standard Condition
Attachment D: Burlington Livable Wage Ordinance Certification
Attachment E: Burlington Union Deterrence Ordinance Certification
Attachment F: Grantee's Certificate of Insurance

- B. Order of Precedent.** To the extent a conflict or inconsistency exists between the Agreement Documents, or provisions therein, then the Agreement take precedent. **Attachments A and C-E shall prevail over Grantee's Application (Attachment B).**

7. AMENDMENT

Any requested changes to the Grantee's Scope of Work in the ELI Grant Application (Attachment B) must be emailed to Rebecca Reese (rreese@burlingtonvt.gov), ELI Manager, or her representative, to be considered by the City before implementation. No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representatives of the City and the Grantee.

8. EXPECTED DELIVERABLES.

- A.** The Grantee shall provide to the City documentation of the deliverables produced and maintained with use of the funding by this ELI Capacity Grant as described in Section 4.
- B.** Grantee agrees to furnish evidence of the use of the Grant Award toward the facility updates of plumbing fixtures and main bathroom renovation as further detailed in Attachment B. Deliverables shall include photographs, year-end reports, and scheduled site visits by the ELI team.
- C.** The Grantee shall furnish to the City mid-year and year-end narrative and financial reports detailing progress on the Burlington ELI Capacity Grant activities described in application, due in August 2025.
- D.** From time-to-time as requested by the ELI program manager, the Grantee shall furnish to the City data relating to enrollment, in addition to that outlined in section 8C, such as First Step Scholarships and Child Care Financial Assistance Program enrollment, enrollment by municipality of residency, total enrollment count, length of enrollment, and other enrollment data as may be relevant to the progress and status of the project.

9. CONDITIONS

- A.** Project Conditions. Use of Grant Funds must substantially conform to the terms

as outlined in Grantee's application (Attachment B). Any material change to the use of Grant Funds must receive prior approval from the City by following the procedure outlined in Section 7.

B. Child Care Financial Assistance Program. Program is required to make reasonable efforts to achieve and maintain a minimum of 30% of its total enrollment being Child Care Financial Assistance Program (CCFAP) recipients. Program will be required to maintain this enrollment level for 3 enrollment years from receipt of funds.

C. Specialized Child Care status. Grantee must provide annual proof to the ELI Manager of obtaining and maintaining Specialized Child Care status as that term is defined by the State of Vermont's Department of Children and Families. If Grantee does not have proof of Specialized Child Care status on or before the Effective Date, Grantee shall present a plan to obtain Specialized Child Care status within a reasonable period of time, to the ELI Manager to the manager's satisfaction, on or before the Effective Date.

D. Step Ahead Recognition System. Grantee must provide annual proof to the ELI Manager of obtaining and maintaining a minimum of a four-star rating pursuant to the Step Ahead Recognition System as that term is defined by the State of Vermont's Department of Children and Families. If Grantee does not have proof of a four-star rating or above on or before the Effective Date, Grantee shall present a plan to obtain four-star rating or above within a reasonable period of time, to the ELI Manager to the manager's satisfaction, on or before the Effective Date.

E. Nondiscrimination. Grantee shall establish and maintain nondiscrimination policies relating to employment and enrollment. Enrollment shall be open to the general public subject to program capacity and availability. Grantee shall supply the ELI program manager with a copy of such policy on or before the Effective Date.

E. Statutory & Other Requirements: This project is funded with public funds. Compliance with all applicable federal, state and local rules and regulations is required. The Grantee is advised to become familiar with the City of Burlington's Livable Wage Ordinance (<http://www.burlingtonvt.gov/CityCouncil/Livable-Wage-Ordinance>), as well as the City of Burlington's Outsourcing Ordinance and City of Burlington's Union Deterrence Ordinance. These ordinances are applicable to certain grant disbursements where employees are compensated for at least half of their work time by grant funding.

F. All Grant requirements shall be completed in compliance with Attachment B to this Agreement. Any significant problems, delays or adverse conditions, actual or

anticipated, which will materially affect the project objectives or prevent the timely completion of the project, shall promptly be brought to the attention of the City.

G. Acknowledgment of City support must be included, where initiated by the Grantee, in any and all publications, renderings and project publicity, including audio/visual materials developed under this Agreement. Acknowledgement of the Grantee will be included in all City publications, website references and other public information/promotions relating to this project.

H. The Grantee shall perform all work using all customary applicable standards, specifications and policies.

I. The Grantee shall conform to the text of 18 U.S.C. § 1913, which prohibits the use of sub-grant funds for lobbying.

J. The Grantee shall provide free and open access to the City and its authorized representatives to the project and all accounts, records, information and books relative thereof including the right to make excerpts and transcripts. If the City determines an extensive audit is required, then the cost of such audit will be borne by the City.

K. The Grantee shall retain all records pertaining to this agreement for a period of three (3) years after the final payment or if an audit, litigation or any other action or matter involving such records is started before the end of the three-year period the records shall be kept until the full and complete resolution of said audit, litigation or action.

10. DELAYS

Grantee is not responsible for delays caused by factors beyond Grantee's reasonable control. The Grantee must inform the City and the ELI project manager immediately of any delays.

11. THE GRANT AWARD

A. General. The City agrees to pay the Grantee, and the Grantee agrees to accept as full compensation for its satisfaction of the Grant Requirements (including those of sub-Grantees) encompassed under this Agreement, payment at the amount specified in Attachment B.

B. Maximum Limiting Amount (MLA). The total amount to be paid to the Grantee and all sub-grantees hereunder for satisfaction of all Grant Requirements shall not exceed a maximum limiting amount of \$30,000.

12. PAYMENT PROCEDURES

Payment will be made to the Grantee in one installment for the entire amount of the Grant Funds as outlined in Attachment B (\$30,000). Payment will be tendered after execution of this Agreement and upon receipt of an invoice for payment issued by the Grantee to the City reflecting the total grant award amount. Invoices may be submitted to Rebecca Reese, Early Learning Initiative Manager, 131 Church Street, Suite 209, Burlington, VT 05401 or via email at rreese@burlingtonvt.gov.

13. INDEPENDENT CONTRACTOR

Grantee is acting as an independent contractor under this Agreement and not as an officer or employee of the City.

14. ASSIGNMENT

Grantee shall neither assign this Agreement nor sublet any of the duties to be performed hereunder without the prior written consent of the City.

15. SEVERABILITY The provisions of this Agreement are severable. Should one or more provisions be unenforceable, all other provisions will remain in full force and effect.

16. TERMINATION

The City may terminate this Agreement for any reason by giving written notice at least thirty (30) days in advance. Failure of the Grantee to comply with the terms of this Agreement shall be deemed a material breach and may constitute grounds for termination. Upon termination of this Agreement pursuant to this section, Grantee shall have no further obligation to provide services as described in this agreement. Upon termination of this Agreement pursuant to this section, Grantee shall provide a final accounting of monies expended under the grant, issue a final report as required under section 7, and return the balance of unspent funds to the City within thirty (30) days of receipt of notice of termination.

17. INDEMNIFICATION AND INSURANCE

The insurance and indemnification provisions set forth in Attachment C-1 are incorporated by this reference as though fully set forth. Any provisions of this Contract for indemnification, defense, release of liability, or warranty, shall survive termination hereof.

18. FORCE MAJEURE

Neither the City nor the Grantee shall be deemed in violation of this Agreement if it is prevented from performing any obligations hereunder by reason of strikes, boycotts, labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, severe 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 Agreement shall be resumed immediately after such cause has been removed, provided that neither party shall be required to settle any labor dispute except upon terms that party deems acceptable. The suspension of any obligations under this section shall not cause the term of this Agreement to be extended and shall not affect any rights accrued under this Agreement prior to the occurrence of the force majeure. The party giving notice of the force majeure shall also give notice of its cessation.

19. DEFAULT.

Not meeting or maintaining the terms of this Agreement is an event of default. Not completing the elements described in Attachment A within the Period of Performance is an event of default. The cure period for an event of default shall be fourteen days after notice from the complaining party. If the event of default is not cured within the fourteen-day period, a default shall be deemed to have occurred and the complaining party can terminate the Agreement. In the event of default, Grantee shall be obligated to refund to City any and all Grant Award funds received prior to the default.

20. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the Vermont as if made in and performed entirely within Vermont. All disputes, actions, claims or causes of action arising out of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Vermont.

21. REGISTRATION.

The Grantee 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 Agreement is effective. This registration must be complete prior to contract execution.

22. DUTY TO INFORM CITY OF CONTRACT DOCUMENT ERRORS.

If Grantee 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, Grantee shall immediately give the City written notice thereof. Grantee 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 Grantee may proceed without any modification being made to Contract Documents.

23. NON-APPROPRIATION.

The obligations of the City under this Agreement 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 Agreement, the Agreement 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 Agreement 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 Grantee as soon as practicable of any non-appropriation, and Grantee 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.

24. ENTIRE AGREEMENT.

Documents, constitutes the entire Agreement, agreement, and understanding of the Parties with respect to the subject matter of this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

25. PUBLIC HEALTH EMERGENCY.

A. Compliance with Mandates and Guidance: The Grantee 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 Grantee must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Grantee shall adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.

B. ENFORCEMENT AND STOPPAGE OF WORK.

If Grantee 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 Agreement until such failure is corrected. Such failure to comply shall constitute a breach of the Agreement.

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

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

- C. 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.

— 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.

Robin's Nest Children's Center

By: _____

Date: _____

City of Burlington

By: _____
Director Kara Alnasrawi

Date: _____

Attachment A:
ELI Capacity Grant Application, updated December 2023



City of Burlington's Early Learning Initiative: Capacity Grant Application

Purpose

The City of Burlington's Early Learning Initiative (ELI), housed within the Department of Business and Workforce Development, strives to support the early education and child care community by increasing access to high-quality care for all Burlington families through capacity building measures and the First Steps Scholarship Program.

The ELI Capacity Grant focuses on providing targeted funds to increase the number of high-quality infant and toddler enrollment slots available in the City of Burlington.

Applications will be accepted on a rolling basis.

Grant Items Eligible for Funding

- Construction and capital improvements to public or commercial buildings to allow for additional infant and toddler care within the child care site. Family child care homes are not eligible to apply for major renovations or additions unless *flagged by child care licensing* as a need to meet health and safety requirements to serve infants and toddlers (i.e., egress for exit or stairway, or changes related to supervision improvements).
- Specific program quality improvement efforts that will enable a home-based or Center-based provider to achieve 4 or 5 stars or have a clear plan to achieve at least 4 stars within 12 months.
- Programmatic changes/improvements to increase total number of infant and toddlers served at the program.
- Other expenses, including but not limited to training, certification, or licensing costs, directly resulting in the potential to increase the number of high-quality infant and toddler slots in Burlington.

Who Can Apply

- Organizations or agencies that currently operate or plan to operate a licensed child care program within the city of Burlington
- Currently registered family child care programs planning to expand to a licensed program within the city of Burlington
- Individuals planning to open a registered family child care home in the City of Burlington or considering licensing a registered family child care home in the City of Burlington.

Proposal Eligibility Requirements

1. Proposed projects must be located in Burlington.

2. Applicants must serve or plan to serve infants and toddlers, birth to 3 years old.
3. Applicants must be high-quality programs (defined by 4 or 5 stars in Vermont's STep Ahead Recognition System [STARS]) or have a clear plan to become high-quality (achieve at least 4 stars) within 12 months.
4. Applicants must enroll or plan to enroll children who receive funding through the First Steps Scholarship Program and Child Care Financial Assistance Program (CCFAP) in newly created child care slots at a threshold of at least 25%. Applicants for sustainable planning grants intended to preserve existing spaces or services do not need to be enrolled in CCFAP/First Steps Scholarship Program, but must be willing to assess whether such funding could benefit the program; sustainable planning grant funding can be used to establish CCFAP access as well. Technical assistance related to CCFAP will be provided.
5. Applicants must have or plan to obtain Specialized Child Care status.
6. Applicants must have or plan to have an employee compensation package that meets the **Burlington Livable Wage Ordinance**.

Grant Amounts

Applicants may apply for funds at the following levels:

- Licensed Center Based Early Childhood Programs may apply for up to \$50,000. Contact ELI if additional funds need to be requested.
- Registered/Licensed Family Child Care Homes may apply for up to \$15,000.

Funding at higher levels than outlined above may be considered for exceptional project proposals as identified during consultation process between the City and prospective applicant. ELI will bring recommendations for higher funding to the grant review committee for final recommendations to the Mayor. The grant process is competitive and applications will be evaluated based on established scoring criteria.

Application Deadline:

Applications will be accepted on a rolling basis until all funds are expended.

Application Sections

Each Application must include **all seven** of the sections described below:

1. Application Form: This section will include demographic and programmatic information.

2. Community Impact Statement: This section should indicate how the program would support the community. Describe how the program will contribute to increase capacity of high quality enrollment slots in Burlington, specifically the number of new infant/toddler slots that will be a result of this grant funding. Include a plan for increased equitable access and inclusion of children eligible for funding through First Steps Scholarship Program and the Child Care Financial Assistance Program (CCFAP), as well as those eligible for Specialized Child Care. This proposal should also explain how partnerships are or will be formed with other organizations in the community. We recommend this section not exceed 250 words.

3. Leadership and Personnel:

- a. This section should indicate the qualifications and relevant experiences of the project leader and any key personnel who will be involved in the development and implementation of the proposed project. Please describe demonstrated skills and experiences that will contribute to successful project implementation including number of years in the field, current or past roles, and relevant credentials. This section should not exceed 250 words.
- b. Explain how you will attract and retain qualified educators (i.e., salary, benefits, program structure, professional development, etc.). For center-based programs, include general information regarding salary/benefits offered to center staff. This section should not exceed 150 words.

4. Program Quality: This section should describe program quality.

- a. Describe current program and/or proposed program quality and how you plan to reach high-quality status. For already established programs, please describe your current status within the Vermont Step Ahead Recognition System (STARS), NAEYC Accreditation, and Vermont Act 166 Universal PreK partnerships. Indicate plans to implement, maintain, or improve program quality.
- b. Some important elements of high quality child care may include using Strengthening Families framework or 2 generation approach; having Specialized Care status; conducting developmental screenings and recording them in the state registry system; and providing children with nutritious food. Please describe how your project will address each of these as part of building capacity? This section should not exceed 250 words.

5. Business Plan: Applicants are required to provide a projected cash flow spreadsheet and/or operating budget (using the sample template provided or a similar format) and a narrative explaining the form. The plan should include projected expenses and income for the next 12 months. The narrative should describe the sustainability of the program and address expenses including wages, food, supplies, facility maintenance and income from fees, Child and Adult Care Food Program (if applicable), CCFAP, First Steps Scholarship Program, and any other sources of income. Indicate how you will address the Burlington livable Wage Ordinance. Describe how your plan supports the inclusion of at least 25% of children receiving CCFAP. Existing programs must provide prior year financials (audited if possible) or prior year tax returns and year-to-date budget and actuals. The business plan narrative should not exceed 250 words.

6. Budget: Applicants are required to complete the grant budget form and provide a brief narrative explaining the proposed grant budget and projected project costs and funding sources. Grant budget narrative should not exceed 250 words.

7. Required Attachments:

- Current resume(s) of key project lead/personnel
- Tax identification verification number (EIN/TIN/I-9)

- Grant project budget spreadsheet (template provided) and budget narrative
- Cash flow projection spreadsheet (sample template provided) or operating budget spreadsheet and budget narrative
- For currently existing programs: Prior year financials (audited if possible) or prior year tax returns and year-to-date budget and actuals
- Additional financial documents may be requested during the application or review process

Selection Process

- The selection process will be the responsibility of the ELI Capacity Grant Committee that will make recommendations to the Mayor of Burlington. The Mayor will review and present recommended finalists to the Burlington City Council for approval.
- Incomplete proposals will not be considered for funding.
- Applications that do not meet the grant eligibility requirements will not be considered for funding.

Notification

Applicants will be contacted with a timeline for review after complete application is received and may be asked to attend a City Council meeting should they be selected prior to the Council vote authorizing the grants.

Acceptance

Upon notification of grant awards, applicants must sign a Contract Agreement prior to receiving funds.

Ongoing Consultation and Technical Assistance

Grant applicants will be expected to participate in ongoing consultation prior to submitting a grant application and periodically throughout the cycle of the grant.

Reporting Procedures

Required Reporting: Grantees will be required to complete a mid-year progress report and a final report at the end of the grant period. These reports will document how grant funds have been used, any accomplishments and challenges, and next steps. These reports will include the total spaces (disaggregated by age of children, children receiving CCFAP and/or First Steps Scholarship funds, specialized care). The report will also note any screenings that were completed (developmental or other), any special services that children received and how weekly meals were provided through a food program (CACFP).

Qualitative interviews: In order to describe the capacity building process and document the accomplishments and challenges experienced by grantees, the City will interview grantees at the end of the grant period.

Contact Information

Contact Rebecca Reese to inquire about the application process.

Rebecca Reese
Early Learning Initiative Program Manager
802-865-7533
rreese@burlingtonvt.gov

Application

1. Linked organization
2. Agency or program name
3. Program address
4. Name of Primary Contact Person
5. Mailing address
6. Phone number
7. Email address
8. Business status
9. Are you in good standing with the IRS and Vermont Tax Department?
10. Federal ID: Social security number, tax ID, etc.
11. Address of proposed project
12. Will the program own or lease the property?
13. Name of property owner

Information on proposed project

1. Brief description of proposed project (250 words)
2. Total amount of funds you are requesting
3. Date you expect proposed project to be completed/open.
4. Have you been in touch with the Child Development Division about your project and licensing requirements? Explain where you are in the process.
5. Address of proposed project.
6. What is the total enrollment capacity of the proposed program?
7. Number of proposed new infant slots (6 weeks to 12 months):
8. Number of proposed new toddler slots (13 months to 35 months):
9. Number of proposed preschool slots (3 to 5 years old):
10. Number of improved infant slots (6 weeks to 12 months):
11. Number of improved toddler slots (13 months to 35 months):
12. Number of improved preschool slots (3 to 5 years old):
13. How many new employees will be hired for the proposed project?
14. **Community Impact Statement:** This section should not exceed 250 words.
How will this project support the community? Describe how the program will contribute to increase capacity of high quality enrollment slots in Burlington, specifically the number of new infant/toddler slots that will be a result of this grant funding. Include a plan for increased equitable access and inclusion of children eligible for funding through First Steps Scholarship Program and the Child Care Financial Assistance Program (CCFAP), as well as those eligible for Specialized Child Care. This proposal should also explain how partnerships are or will be formed with other organizations in the community.
15. **Leadership and Personnel:**
 - a. Explain the qualifications and relevant experiences of the project leader and any key personnel who will be involved in the development and implementation of the proposed project. Please describe demonstrated skills and experiences that will contribute to successful project implementation, including number of years in the field,

current or past roles, and relevant credentials. This section should be no longer than 250 words.

- b. Explain how you will attract and retain qualified educators (i.e., salary, benefits, program structure, professional development, etc.). For center-based programs, include general information regarding salary/benefits offered to center staff. This section should not exceed 150 words.

16. Program Quality: This section should not exceed 250 words.

- a. Describe current program and/or proposed program quality and how you plan to reach high-quality status. For already established programs, please describe your current status within the Vermont Step Ahead Recognition System (STARS), NAEYC Accreditation, and Vermont Act 166 Universal PreK partnerships. Indicate plans to implement, maintain, or improve program quality.
- b. Some important elements of high quality child care may include using Strengthening Families framework or 2 generation approach; having Specialized Care status; conducting developmental screenings and recording them in the state registry system; and providing children with nutritious food. Please describe how your project will address each of these as part of building capacity?

17. Business Plan: The business plan narrative should not exceed 250 words.

Applicants are required to complete the business plan form (cash flow spreadsheet) or provide an operating budget and provide a narrative explaining the plan. The plan should include projected expenses and income for the next 12 months. The narrative should describe the sustainability of the program and address expenses including wages, food, supplies, facility maintenance and income from fees, Child and Adult Care Food Program (if applicable), CCFAP, First Steps Scholarship Program, and any other sources of income. Indicate how you will address the Burlington livable Wage Ordinance. Describe how your plan supports the inclusion of at least 25% of children receiving CCFAP. Existing programs must provide prior year financials (audited if possible) or prior year tax returns and year-to-date budget and actuals.

Please complete the following information about your program today (include all program sites):

- 1) What is the address of the current program?
- 2) What is the total enrollment capacity of the current program(s)?
- 3) How many infants are served in the current program?
- 4) How many toddlers are served in the current program?
- 5) How many preschoolers are served in the current program?
- 6) How many school age children are served in the current program?
- 7) How many classrooms are in your current program?
- 8) How many employees work in your program?
- 9) How many children currently receive funding through the Child Care Financial Assistance Program (CCFAP)?
- 10) How many children currently receive funding through First Steps Scholarship Program?
- 11) What is the program's current number of STARS (Use 0 if your program is not enrolled in STARS)?
- 12) Please describe the credentials of current program staff. Do not exceed 250 words.
- 13) Does the program currently have a waiting list?

- 14) Does the existing program or proposed program plan to operate full day, year round – open at least 50 hours each week, 48 weeks a year?
- 15) Does the program provide or plan to provide meals to children?
- 16) What is the range of hourly staff wages? Lowest, median, and highest hourly wage?
- 17) Demographic information
 - a) How would you describe yourself?
 - i) Asian
 - ii) Black
 - iii) Latinx
 - iv) Native American or Alaska Native
 - v) Native Hawaiian or Pacific Islander
 - vi) White
 - vii) Prefer not to say
 - viii) Prefer to self-describe (please specify)
 - b) If already hired, how do your employees identify? Please indicate the total of each.
 - i) Asian
 - ii) Black
 - iii) Latinx
 - iv) Native American or Alaska Native
 - v) Native Hawaiian or Pacific Islander
 - vi) White
 - vii) Prefer not to say
 - viii) Prefer to self-describe (please specify)

Required documents

- 1) Current resume(s) of key project lead/personnel
- 2) Tax identification verification number (EIN/TIN/I-9)
- 3) Grant project budget spreadsheet (template provided) and budget narrative
- 4) Cash flow projection spreadsheet (sample template provided) or operating budget spreadsheet and budget narrative
- 5) For existing programs: Prior year financials (audited if possible) or prior year tax returns and year-to-date budget and actuals
- 6) Other documents you wish to include.

Attachment B:

Robin's Nest Children's Center ELI Capacity Grant Application, dated January 29, 2025

Burlington ELI Grant Summary- Robin's Nest Children's Center

Organization: Robin's Nest Children's Center

Leader: Beth Workman

Project Type: In partnership with CHT, facility updates to a long-standing Burlington program to expand toddler enrollment slots

Project Description: Robin's Nest Children's Center has been working closely with CHT to plan and fund projects to update their space for the first time in many years. CHT is completing other work in the building, so pulling funding at this time addresses building needs in an efficient and fiscally responsible way through community partnerships. The proposed project focus efforts on the children's bathroom – updating bathroom facilities for the first time since 1985, to better accommodate little ones with appropriately sized sink and toilet fixtures. Work will also take place in the rear classroom that has long served as overflow space for the program. A fully-plumbed and installed sink and dishwasher will be added to this space, creating more toddler enrollment spots.

Amount Requested: \$30,000

Number of newly created infant/toddler slots: up to 4 toddlers

Number of newly created preschool slots: 0

Number of existing enrollment slots: 7 infant; 5 toddler, 19 preschoolers

Impact on Community

- Increasing toddler enrollment slots by 40% at a high-quality, sought-after program in the heart of the Old North End
- Expanding available licensed space by adding integrated plumbing into the rear classroom and upgrading 40-year-old bathroom facilities
- Program plans to hire more licensed teachers
- Pooling funding with CHT maximizes impact in the building and long-standing ELI partner program

Credentials/Experience/Leadership

- Beth Workman, the Director of Robin's Nest, has over 20 years of experience in early childhood education, with 3 years as Executive Director. She is active with the Chittenden County Business Collaborative to stay updated on community needs, policies, and to share knowledge and expertise.
- Champlain Housing Trust is a trusted community partner, and will use their expertise to project manage and hire contracts to complete the work.
- CHT and RNCC won the Preservation Trust of Vermont's Preservation Award for their outstanding work preserving the building (Formerly St. Joseph School).

Program Quality

- 5 STAR program
- Partners with CCFAP, Act 166 (Pre-K funding) and Early Learning Initiative
- A S.E.E.D. Certified school, through the Seed & Sew social-emotional training
- Uses Strengthening Families Framework and is a state-certified Specialized Care provider
- 65% of families qualify for CCFAP funding and access tuition support
- 75% of families identify as BIPOC
- Tuition has been raised in a thoughtful way to ensure families had time and resources to access CCFAP
- Professional development funds to encourage and provide for continued growth

- Partners with AALV for interpretation and translation needs and to train and educate the RNCC teaching team about the culture and needs of refugee families.
- The administration is deeply connected to and supported by the Early Childhood Business Collaborative of Chittenden County.
- RNCC teachers mentor practicum students from UVM, St. Michael's College, and Champlain College, further connecting them to the community

Business Practices/Livable wage

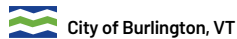
- Long-standing 40 year old program with proven finances
 - Board Finance Committee creates and reviews budget before being approved by full board
 - 2023 taxes and fiscal year 2025 budgets show positive financial operations
- In compliance with the Livable Wage ordinance, average of \$20/hour for educators
- Offers significant benefits to retain teachers and ensure everyone can support themselves and their families
 - Retirement, EAP, medical and dental, life insurance and short-term disability, AD&D
- Scaffolds different funding sources- CCFAP, Act 166 Pre-k funding, ELI grant and scholarship funds, family paid tuition, and philanthropy (although not factored into operational budget, only serves as additions)

City Notes

- Robin's Nest Children's Center has provided high-quality child care in the Old North End neighborhood for 40 years. They have continued to be an integral part of the community and served as an excellent ELI partner program since its inception. The program serves a diverse group of families, ensuring that all residents have access to high-quality care. 65% of families received tuition support through CCFAP and with the expanded tuition reimbursement rates secured through Act 76, Robin's Nest has been able to increase pay and benefits for their educators. Working with CHT throughout the project planning process, Robin's Nest hopes to maximize the relatively small request from ELI to have the greatest impact on their space.

Included Documents

- Application
- Grant Budget
- Queen City Development Group Quote
- Budget Narrative
- Robin's Nest Budget Overview, Sept 24 to Aug 25
- Robin's Nest 990 Tax form, 2023
- Director Resume

**2355**

Capacity Grant Application

Status: Active

Submitted On: 1/27/2025

Primary Location20 Allen Street
Burlington, VT 05401**Owner**OLD NORTH END COMMUNITY CENTER
88 KING ST BURLINGTON, VT 05401**Applicant**

Beth Workman
 802-864-8191
 beth@robinsnestvt.org
 20 Allen St.
 Burlington, VT 05401

Organization Information

Organization Name*

Robin's Nest Children's Center

Agency or Program Name

Street Address*

20 Allen Street. Burlington, VT

City, State, ZIP Code*

05401

Check here if mailing address is different than your organization's address

☐

Mailing Address*

20 Allen St., Burlington, VT

Business Status*

501(c)(3)/ non-profit

Federal ID or Social Security number*

030300013

Address of proposed project*

20 Allen St.

Name of the property owner/landlord?

CHT

Will the program own or lease this property?*

Yes

Application Details

Please provide a brief description of your proposed project (250 words)*

Robin's Nest Children's Center has been providing high-quality care and early childhood education since 1985. We have three classrooms and a flexible room for a library and gross motor space, especially used when Vermont's weather is too hot or too cold to go outside! Our program will increase capacity by making this classroom fully functional by adding a sink. The sink will be used for handwashing, clean up of art projects, and drinking water. A dishwasher will also be installed, saving staff time from multi-step cleaning of dishes and toys and ensuring that dishes and toys are appropriately sanitized. These essential practices will allow this classroom to become a primary classroom for increased capacity. Additionally, the multi-stall bathroom will be renovated for the first time since Robin's Nest has been a tenant of the building, with sinks and toilets appropriately sized for young children.

What is the total amount of funds you are requesting for this project?*

30000

What date do you expect the proposed project to be completed? *

03/15/2025

If your proposed project includes the addition of infant enrollment slots, please indicate the number of new slots proposed for infants (6 weeks-12 months)*

0

If your proposed project includes the addition of toddler enrollment slots, please indicate the number of new slots proposed for toddlers (13 months-35 months)*

4

Community Impact Statement: This section should indicate how the program will support the community. Indicate the number of infants, toddlers, preschoolers and school children the program will serve. Describe how the program will contribute to increase capacity of high quality enrollment slots for infants and toddlers in Burlington, specifically the number of new infant toddler enrollment slots that will be a result of this grant funding. Include a plan for inclusion of children eligible for funding through the Child Care Financial Assistance Program (CCFAP) as well as those eligible for Specialized Child Care. The proposal should also explain how partnerships are or will be formed with other organizations in the community. This section should not exceed 250 words. *

Robin's Nest Children's Center has been supporting Burlington families since 1985. Our program will offer slots for 4 infants, 12 toddlers, and 19 preschoolers. Because we offer part-time schedules, those slots may be able to serve more families with part-time schedules. When slots open up, we fill them with children of our teaching team and siblings of current families. We contact Burlington's Early Learning Initiative to fill any remaining infant or toddler openings. RNCC encourages all families to apply for CCFAP, and RNCC's administration assists with the process and/or connects them with Child Care Resource for support. Families who are 100% subsidized by CCFAP pay no co-pay. Families whose CCFAP certificate indicates a co-pay need only pay up to the RNCC tuition rate, which is lower than the state rate. Robin's Nest regularly partners with the community and will continue to do so. Our partnerships with CCFAP, Early Learning Partnership (Act 166), and Burlington's Early Learning Initiative assist families with funding tuition and our program. AALV and Robin's Nest work together to help families with interpretation and translation and educate the RNCC teaching team about the culture and needs of refugee families. Robin's Nest's administration is supported by its connection with the Early Childhood Business Collaborative of Chittenden County. RNCC teachers mentor Practicum students from UVM, St. Michael's College, and Champlain College to impart knowledge from decades of teaching experience.

Leadership and Personnel: This section should indicate the qualifications and relevant experiences of the project leader and any key personnel who will be involved in the development and implementation of the proposed project. Please describe demonstrated skills and experiences that will contribute to successful project implementation including number of years in the field, current or past roles, and relevant credentials. This section should be no longer than 250 words. *

The Director of RNCC has over 20 years of working in the field of early childhood education, with 3 years as Executive Director. She is active with the Chittenden County Business Collaborative to stay updated on community needs, policies, and to share knowledge and expertise. Champlain Housing Trust has excellent resources for finding the appropriate contractors to complete the project goals. CHT and RNCC won the Preservation Trust of Vermont's Preservation Award for their outstanding work preserving the building (Formerly St. Joseph School).

Program Quality: In this section you should describe program quality related to current program (if relevant) and planned program. For already established programs, please describe your current status within the Vermont Step Ahead Recognition System (STARS), NAEYC Accreditation, and Vermont Act 166 PreK Partnerships. Indicate plans to implement, maintain, or improve quality in the program this grant funding will support. This section should not exceed 250 words. *

Robin's Nest is a 5-STAR program and Act 166 partner. We are also a SEED-certified school, which helps us maintain quality by being informed and responsive to children's social/ emotional needs. We plan to increase the number of licensed teachers in the next three years.

Some important elements of high quality child care may include using Strengthening Families framework or 2 generation approach, having Specialized Care status, conducting developmental screenings and recording them in the Registry, and providing children with nutritious food. Please describe how your project will address each of these as part of building capacity? *

Robin's Nest uses the Strengthening Families framework and is a Specialized Care provider. We conduct developmental screenings with ASQ as well as screenings/ assessments for health care/ mental health providers. As a SEED Certified school, we participate in the SEED Teacher community and access the resources to meet the individual needs of our children and families.

Business Plan: Applicants are required to complete the business plan form and provide a narrative explaining the form. The plan should include projected expenses and income for the next 12 months. The narrative should describe program expenses including wages, food, supplies, facility maintenance and income from fees, Child and Adult Care Food Program (if applicable), CCFAP and any other sources of income. Indicate how you will address the Burlington livable Wage Ordinance. Describe how your plan supports the inclusion of at least 25% of children receiving CCFAP. Use the cash flow template provided or include your own spreadsheet if you have one. The business plan narrative should not exceed 250 words. *

Robin's Nest Children's Center operates with sound fiscal practices with a board finance committee that creates the budget to be approved by the full board. RNCC's primary sources of income are tuition, Early Learning Partnership/ Universal PreK, and CCFAP. Act 76 has made a positive impact on our program. 65% of children attending RNCC receive some funding through CCFAP. Co-pays are calculated to fill the gap between the amount paid by the state and RNCC's tuition rather than the state rate, which is higher. Knowing that more families would be eligible for CCFAP, we changed our voluntary tiered tuition system to a more sustainable tuition schedule based on children's ages. The income eligibility for CCFAP changed in October, and to allow families time to apply, we kept our rates the same as FY24 for September before increasing rates by 5% for the remainder of the year. Our most significant expense is wages, and RNCC has always put teachers first when considering any surplus. We have a better idea of income stability due to Act 76/CCFAP, so we significantly increased wages for all teachers this year. The finance committee is actively working to establish salary bands that reflect the expertise and experience of our teachers and raise wages in alignment with NAEYC's Unifying Framework and the trajectory set forth by Act 76. RNCC offers several benefits to staff, including a retirement plan, EAP, medical & dental insurance, AD&D, life insurance, and short-term disability. We also offer discounted tuition to our teachers. Professional Development is essential to the success of our program and is financially supported by RNCC. As a non-profit, we do receive donations through appeals and fundraising events, and our alumni families regularly surprise us with unsolicited donations! Fundraising, however, is not included in our operational budget.

Application Details (Continued)

What is the main address of current program?*	What is the total child capacity of your current program(s)? *
20 Allen Street	31
How many infants are served in the current program? *	How many toddlers are served in the current program? *
7	5
How many preschoolers are served in the current program? *	How many school age children are served in the current program? *
19	0
How many classrooms are in your current program? *	How many employees work in your program? *
0	10
How many children currently receive funding through the Child Care Financial Assistance Program (CCFAP)?*	What is your program's current number of STARS (Use 0 if your program is not enrolled in STARS)*
20	5
Please describe the credentials of your current staff*	
One licensed teacher, 4 Teachers, 3 Associate Teachers, 3 Assistants, 3 Trainees (studying ECE or Psychology)	
Do you currently have a waiting list? *	Does the existing program or do you plan to operate full day, year round with at least 50 hours a week, 48 weeks a year? *
No	Yes
Does your program provide meals for children? *	What is the range of hourly wages for your staff? Lowest, median/average, and highest hourly wage? *
No	\$17.00 (lowest) \$20 (average) \$26.50 (highest)

Demographic Information about staff and families

Hispanic/Latinx

☒

White

☒

Black or African America

☒

Asian

☒

Native Hawaiian or Pacific Islander

☐

American Indian or Alaska Native

☐

Other

☐

Thinking about all your staff, how many of staff members do you believe identify as: (please count all that apply) - Hispanic/Latinx; White; Black or African America; Asian; Native Hawaiian or Pacific Islander; American Indian or Alaska Native; Other. *

14

Thinking about the families you serve, how many of them have at least one person that you believe identifies as: (please count all that apply) - Hispanic/Latinx; White; Black or African America; Asian; Native Hawaiian or Pacific Islander; American Indian or Alaska Native; Other. *

23

Certification

I have agreed to submit this application by electronic means. I understand ? that an electronic signature has the same legal effect and can be enforced in the same way as a written signature. By checking this box and typing my name, I am electronically signing my application.*

 Beth Workman
Jan 24, 2025

Attachments

- 

For currently existing programs: Please attach prior year financials (audited if possible) or prior year tax return:
2022 robins nest childrens center 990.pdf
Uploaded by Beth Workman on Jan 27, 2025 at 12:54 PM
- 

Please include resumes/qualifications from key program staff.
Beth Workman Resume (1).pdf
Uploaded by Beth Workman on Jan 27, 2025 at 12:54 PM
- 

Attach your budget here (using template provided)
ELI Capacity Grant Budget RNCC.xlsx
Uploaded by Beth Workman on Jan 27, 2025 at 12:55 PM
- 

Attached any other documents you wish to include in your application.
BudgetOverviewBudget_FY25_PL-FY25PL.pdf
Uploaded by Beth Workman on Jan 27, 2025 at 12:55 PM

Record Activity

Beth Workman started a draft Record	12/18/2024 at 7:53 am
Beth Workman added file 2022 robins nest childrens center 990.pdf	01/27/2025 at 12:54 pm
Beth Workman added file Beth Workman Resume (1).pdf	01/27/2025 at 12:54 pm
Beth Workman added file ELI Capacity Grant Budget RNCC.xlsx	01/27/2025 at 12:55 pm
Beth Workman added file BudgetOverviewBudget_FY25_PL-FY25PL.pdf	01/27/2025 at 12:55 pm
Beth Workman submitted Record 2355	01/27/2025 at 12:56 pm
OpenGov system altered approval step Application Review, changed status from Inactive to Active on Record 2355	01/27/2025 at 12:56 pm
OpenGov system assigned approval step Application Review to Rebecca Reese on Record 2355	01/27/2025 at 12:56 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
✓ Application Review	1/27/2025, 12:56:50 PM	-	Rebecca Reese	-	Active

GRANT BUDGET SHEET

INSTRUCTIONS

Please complete all cells highlighted in yellow.

DEFINITIONS

Match: Staff salaries and cash outlays constitute cash match; goods and services donated constitute in-kind match. Cash and In kind matches are not necessary but are considered favorably.

Administrative costs: may include indirect costs for accounting, insurance, rent, overall management of the project; may not include costs for ongoing program operations such as staff salaries, benefits, training, and travel.

Project Name: Robin's Nest Grant Year: 2025

	Funds Requested	In-Kind Match	Cash Match	BUDGETED Total Project Cost	ESTIMATED MIDYEAR Project Cost (based on program fiscal year)	ESTIMATED YEAR END Project Cost (based on program fiscal year)	CAPCITY GRANT MID-CYCLE REPORT ACTUAL EXPENDITURES	CAPCITY GRANT REPORT ACTUAL EXPENDITURES
Salary (no more than 4-6 weeks)	N/A			\$ -				
Benefits	N/A			\$ -				
Travel				\$ -				
Training				\$ -				
Supplies				\$ -				
Administrative Costs				\$ -				
Marketing				\$ -				
Other:				\$ -				
SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment				\$ -				
Construction/ Renovation	\$ 30,000.00			\$ 30,000.00				
TOTAL	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -



Robins Nest/Community Center

20 Allen St

Burlington Vt 05402

Please see listed below cost of above referenced project costs.

Robins Nest

Project Cost \$53352.00

Community Center

Project Cost \$63822.12

See attached cost break down.

Robins Nest Community Center

20 Allen st

GMP

25-001

SCHEDULE OF VALUES

Robins Nest Cost

3/28/2022

Description	Notes	Total	
Div 00-00-00 - Procurement and Contracting Requirements			
Div 00-10-00 - Pre construction		\$400.00	
Div 00-10-00 - Pre construction Robins Nest		\$800.00	\$800
Div 01-00-00 - General Requirements	Supervision	\$6,500.00	
Div 01-00-00 - General Requirements Robins Nest	Supervision	\$10,000.00	\$10,000
Div 01-80-00 - Permits and Fees	Owner		
Div 02-00-00 - Existing Conditions			
Div 02-50-00 - Site work Allowance			
Div 02-00-00 - Measured Work - Dumpsters/Cleaning/General Requirements		\$1,800.00	
Div 02-00-00 - Measured Work - Dumpsters/Cleaning/General Requirements RN		\$2,000.00	\$2,000
Div 02-40-00 - Demolition		\$3,200.00	
Div 02-40-00 - Demolition	Misc	\$4,000.00	\$4,000
Div 03-00-00 - Concrete			
Div 04-00-00 - Masonry			
Div 05-00-00 - Metals			
Div 06-00-00 - Wood, Plastics, Composites			
Div 06-10-00 - Rough Carpentry		\$2,000.00	
Div 06-10-00 - Rough Carpentry Robins nest	Partition remove and reinstall	\$2,000.00	\$2,000
Div 06-60-00 - Pool area work			
Div 06-20-00 - Interior trim			
Div 06-30-00 - Exterior trim			
Div 07-00-00 - Thermal and moisture Protection			
Div 07-20-00 - Insulation			
Div 07-30-00 - Roofing			
Div 07-80-00 - Caulking, sealants and fire stopping		\$500.00	
Div 08-00-00 - Openings			
Div 08-10-00 - Doors, Frames, Hardware		\$1,500.00	
Div 08-50-00 - Windows			
Div 08-30-00 - Steel storage door			
Div 09-00-00 - Finishes			
Div 09-20-00 - Drywall/fire walls/tape/prime		\$300.00	
Div 09-50-00 - Ceilings		\$1,200.00	
Div 09-60-00 - Flooring		\$18,814.00	
Div 09-60-00 - Flooring Robins nest	New bathroom floors	\$4,800.00	\$4,800
Div 09-90-00 - Interior and exterior paint	Allowance	\$1,875.00	
Div 10-00-00 - Specialties			
Div 10-20-00 - Specialties	Partitions		
Div 11-00-00 - Specialties	Disp/paper holders ect	\$600.00	
Div 11-30-00 - Seating package			
Div 12-00-00 - Furnishings			
Div 12-30-00 - Casework & countertops Robins Nest	install cabunets and counter with Dish washer	\$3,800.00	\$3,800
Div 13-00-00 - Special Construction			
Div 21-00-00 - Fire Suppression	Grind Floors all purpose rm	\$14,325.00	
Div 22-00-00 - Plumbing		\$4,000.00	
Div 22-00-00 - Plumbing Robins Nest	Remove and toilets and install 4 new 3 kiddie and 1 regular, install new HW upgrade grinder pump, hand	\$16,000.00	\$16,000
Div 23-00-00 - HVAC			
Div 23-00-10 - HVAC			
Div 26-00-00 - Electrical			
Div 26-00-00 - Electrical Robins nest	Run poer for grinder pump and GFCI annd power dor new Dish Washer	\$3,000.00	\$3,000
		\$0.00	
Subtotal		\$103,414.00	
Estimate Contingency		\$2,487.00	
Estimate Contingency Robins Nest		\$3,000.00	\$3,000
O/H & Fee		\$4,321.12	
O/H & Fee Robins Nest		\$3,952.00	\$3,952
Bond		\$0.00	
TOTAL		\$117,174.12	
TOTAL Robins Nest		\$117,174.12	\$53,352

Robin's Nest Children's Center is requesting \$30,000 to cover a portion of a two-part project. Most of the project funds will be spent renovating our children's bathroom with five stalls. The stall partitions will be removed to make room for the toilets to be replaced by smaller, child-sized toilets. The estimate for dumpsters and demolition is \$8000. Lower sinks with an upgraded grinder pump will replace our current adult-height configuration, allowing children to wash their hands without needing a stool. New toilets and sinks will be \$16,000. The concrete subfloor, original to the 1929 building, will be ground, and the flooring will be replaced for \$4,800. Before partitions are reinstalled, the walls will be painted. We look forward to the bathroom being more functional for young children.

For an estimated \$6,800, the project's second part is installing a sink, dishwasher, and appropriate cabinetry in our multi-purpose room, "The Big Room." Because of the age and arrangement of the walls of the building, it will require substantial work to run pipes into this classroom. The payoff, however, will also be substantial! Teachers and children will be able to meet licensing requirements for handwashing and cleaning of dishes and toys, making this a more functional classroom - with the intention of this room eventually being used as a primary classroom.

The estimated labor cost for both projects is \$10,000, making the project's total cost \$53,352. After the requested \$30,000 grant funds from Burlington's Early Learning Initiative, the remaining \$23,352 will be covered by RNCC's landlords, Chittenden Housing Trust.

ROBIN'S NEST CHILDREN'S CENTER

Budget Overview: Budget_FY25_P&L - FY25 P&L

September 2024 - August 2025

	TOTAL
Revenue	
4000 Operations Revenue	
4050 Tuition	237,403.99
4100 Early Learning Partnership	62,144.60
4200 CCFAP	291,364.47
4400 Drop In	200.00
Total 4000 Operations Revenue	591,113.06
8999 Interest Income	300.00
Total Revenue	\$591,413.06
GROSS PROFIT	\$591,413.06
Expenditures	
6000 Occupancy Expenses	
6050 Rent	52,353.00
6100 Insurance	13,966.00
6150 Professional Fees	3,500.00
6200 Operating Supplies	7,000.00
6250 Classroom Supply Budget	1,500.00
6300 Dues & subscriptions	2,500.00
6350 Phone and Internet	1,600.00
6550 Employee Meals	1,500.00
6660 QuickBooks Payments Fees	2,400.00
Total 6000 Occupancy Expenses	86,319.00
7010 Special Events	2,000.00
7500 Payroll Expenses	
7550 Wages	390,728.00
7600 Taxes	35,517.18
7650 Retirement Contribution	13,026.00
7700 Employee Benefits	53,530.00
7750 Professional Development	3,000.00
7800 Bonus	7,000.00
Total 7500 Payroll Expenses	502,801.18
Total Expenditures	\$591,120.18
NET OPERATING REVENUE	\$292.88
NET REVENUE	\$292.88

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.**2023****Open to Public Inspection****A** For the **2023** calendar year, or tax year beginning **Sep 1**, 2023, and ending **Aug 31**, 2024**B** Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization **Robins Nest Children's Center**

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) Room/suite

20 Allen Street

City or town, state or province, country, and ZIP or foreign postal code

Burlington, VT 05401**F** Name and address of principal officer:**Beth Workman, 20 Allen Street, Burlington, VT 05401****D** Employer identification number**03-0300013****E** Telephone number**(802)864-8191****G** Gross receipts \$ **623,842.****H(a)** Is this a group return for subordinates? ☐ Yes ☒ No**H(b)** Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions.

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () (insert no.) ☐ 4947(a)(1) or ☐ 527**J** Website: **www.robinsnestchildrenscenter.org****H(c)** Group exemption number**K** Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other**L** Year of formation: **1980** **M** State of legal domicile: **VT****Part I Summary**

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: <u>Robin's Nest Children's Center provides high-quality early care and education in a play-based setting.</u>		
	2	Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	Number of voting members of the governing body (Part VI, line 1a)	3	8
	4	Number of independent voting members of the governing body (Part VI, line 1b)	4	8
	5	Total number of individuals employed in calendar year 2023 (Part V, line 2a)	5	20
	6	Total number of volunteers (estimate if necessary)	6	1
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	710.
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.	
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year 10,344.	Current Year 81,845.
	9	Program service revenue (Part VIII, line 2g)	551,258.	541,287.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	377.	665.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	10,983.	45.
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	572,962.	623,842.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)		
	14	Benefits paid to or for members (Part IX, column (A), line 4)		
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	431,287.	502,306.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		
	b	Total fundraising expenses (Part IX, column (D), line 25)	0.	
	17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	113,157.	113,301.
	18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	544,444.	615,607.
19	Revenue less expenses. Subtract line 18 from line 12	28,518.	8,235.	
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	Beginning of Current Year 211,494.	End of Year 232,090.
	21	Total liabilities (Part X, line 26)	10,196.	18,855.
	22	Net assets or fund balances. Subtract line 21 from line 20	201,298.	213,235.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	02/10/2025			
	Beth Workman, Executive Director	Date			
	Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☒ if self-employed	PTIN
	Robert W. Sinkewicz, CPA	Robert W. Sinkewicz, CPA	02/10/2025		P00471945
	Firm's name	Catamount Accounting & Tax Services, PLLC	Firm's EIN	26-4286500	
	Firm's address	25 Wentworth Drive, Williston, VT 05495	Phone no.	(802)578-7896	

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ NoFor Paperwork Reduction Act Notice, see the separate instructions. **BAA**

REV 09/17/24 PRO

Form **990** (2023)

Part III Statement of Program Service AccomplishmentsCheck if Schedule O contains a response or note to any line in this Part III ☐

- 1** Briefly describe the organization's mission:
Robin's Nest Children's Center provides high-quality early care
and education in a play-based setting.
-
- 2** Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No
 If "Yes," describe these new services on Schedule O.
- 3** Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No
 If "Yes," describe these changes on Schedule O.
- 4** Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 508,394. including grants of \$ 0.) (Revenue \$ 541,287.)
Robin's Nest Children's Center provides high-quality child care
and education to 38 children from six weeks to 5 years old, Monday -
Friday, year-round. 45% of our children received Child Care Financial
assistance. Our preschool is in partnership with Vermont's Universal
PreKindergarten program, implementing high-quality, effective instruction
by a licensed educator who use evidence-based practices within
intentionally designed early learning environments.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.)
 (Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 508,394.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	1 X	
2 Is the organization required to complete Schedule B, Schedule of Contributors? See instructions	2	X
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>	3	X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>	4	X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? <i>If "Yes," complete Schedule C, Part III</i>	5	X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>	6	X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>	7	X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>	8	X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>	9	X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>	10	X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	11a	X
b Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>	11b	X
c Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>	11c	X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	11d	X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	11e	X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	11f	X
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	12a	X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	12b	X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	13 X	
14a Did the organization maintain an office, employees, or agents outside of the United States?	14a	X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>	14b	X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>	15	X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>	16	X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I. See instructions</i>	17	X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	18	X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>	19	X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>	20a	X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b	
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>	21	X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III	22	X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J	23	X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a	24a	X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b	
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c	
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d	
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I	25a	X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	25b	X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II	26	X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III	27	X
28 Was the organization a party to a business transaction with one of the following parties? (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions).		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If "Yes," complete Schedule L, Part IV	28a	X
b A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV	28b	X
c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? If "Yes," complete Schedule L, Part IV	28c	X
29 Did the organization receive more than \$25,000 in noncash contributions? If "Yes," complete Schedule M	29	X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M	30	X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I	31	X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II	32	X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I	33	X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1	34	X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2	35b	
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2	36	X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI	37	X
38 Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O	38	X

Part V Statements Regarding Other IRS Filings and Tax ComplianceCheck if Schedule O contains a response or note to any line in this Part V ☐

	Yes	No
1a Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	0
b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c	X

Part V Statements Regarding Other IRS Filings and Tax Compliance <i>(continued)</i>		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	20
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	X
b	If "Yes," has it filed a Form 990-T for this year? <i>If "No" to line 3b, provide an explanation on Schedule O</i>	3b	
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	X
b	If "Yes," enter the name of the foreign country _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c	
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a	
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b	
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? <i>If "No," provide an explanation on Schedule O</i>	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.	15	
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	
17	Section 501(c)(21) organizations. Did the trust, or any disqualified or other person, engage in any activities that would result in the imposition of an excise tax under section 4951, 4952, or 4953? If "Yes," complete Form 6069.	17	

Part VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI ☒

Section A. Governing Body and Management

		Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year	1a 8		
If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.			
b Enter the number of voting members included on line 1a, above, who are independent	1b 8		
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		x
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3		x
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		x
5 Did the organization become aware during the year of a significant diversion of the organization's assets?	5		x
6 Did the organization have members or stockholders?	6		x
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a		x
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		x
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a The governing body?	8a	x	
b Each committee with authority to act on behalf of the governing body?	8b	x	
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O	9		x

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
10a Did the organization have local chapters, branches, or affiliates?	10a	x
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b	
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a x	
b Describe on Schedule O the process, if any, used by the organization to review this Form 990.		
12a Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	x
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done	12c	
13 Did the organization have a written whistleblower policy?	13	x
14 Did the organization have a written document retention and destruction policy?	14	x
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a The organization's CEO, Executive Director, or top management official	15a	x
b Other officers or key employees of the organization	15b	x
If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.		
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a	x
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b	

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records.

Robins Nest Children's Center, 20 Allen Street, Burlington, VT 05401 (802)864-8191

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent ContractorsCheck if Schedule O contains a response or note to any line in this Part VII ☐**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees****1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.

- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."

- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.

- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.

- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Beth Workman Executive Director	40.00				X			70,384.	0.	0.
(2) Helen Reid President	1.00	X		X				0.	0.	0.
(3) Kristin Blodgett Board Member	1.00	X						0.	0.	0.
(4) Francesca Orsini Treasurer	1.00	X		X				0.	0.	0.
(5) Martha Ellerman Secretary	1.00	X		X				0.	0.	0.
(6) Shayla Zammuto Vice President	1.00	X		X				0.	0.	0.
(7) Sam Donnelly Member	1.00	X						0.	0.	0.
(8) Chelsea Hendiercks Member	1.00	X						0.	0.	0.
(9) Emily Padua Member	1.00	X						0.	0.	0.
(10)										
(11)										
(12)										
(13)										
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1b Subtotal								70,384.	0.	0.
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)								70,384.	0.	0.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization

Part VIII Statement of RevenueCheck if Schedule O contains a response or note to any line in this Part VIII ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants, and Other Similar Amounts	1a	Federated campaigns	1a					
	b	Membership dues	1b					
	c	Fundraising events	1c	5,441.				
	d	Related organizations	1d					
	e	Government grants (contributions)	1e	70,323.				
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	6,081.				
	g	Noncash contributions included in lines 1a-1f	1g	\$				
	h	Total. Add lines 1a-1f		81,845.				
	Program Service Revenue							
2a	Fees & Tuition	Business Code	624410	234,795.	234,795.	0.	0.	
b	Subsidies		999999	246,161.	246,161.	0.	0.	
c	Early Learning Partnership		999999	60,331.	60,331.	0.	0.	
d								
e								
f	All other program service revenue . .							
g	Total. Add lines 2a-2f			541,287.				
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)		665.	0.	665.	0.	
	4	Income from investment of tax-exempt bond proceeds						
	5	Royalties						
	6a	Gross rents	(i) Real					
	b	Less: rental expenses	(ii) Personal					
	c	Rental income or (loss)						
	d	Net rental income or (loss)						
	7a	Gross amount from sales of assets other than inventory	(i) Securities					
	b	Less: cost or other basis and sales expenses	(ii) Other					
	c	Gain or (loss)						
	d	Net gain or (loss)						
	8a	Gross income from fundraising events (not including \$ 5,441. of contributions reported on line 1c). See Part IV, line 18						
	b	Less: direct expenses						
	c	Net income or (loss) from fundraising events						
	9a	Gross income from gaming activities. See Part IV, line 19						
	b	Less: direct expenses						
	c	Net income or (loss) from gaming activities						
	10a	Gross sales of inventory, less returns and allowances						
	b	Less: cost of goods sold						
	c	Net income or (loss) from sales of inventory						
Miscellaneous Revenue	11a	Other	Business Code	999999	45.	0.	45.	0.
	b							
	c							
	d	All other revenue						
	e	Total. Add lines 11a-11d			45.			
12	Total revenue. See instructions			623,842.	541,287.	710.	0.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐**Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.**

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	70,384.	35,192.	35,192.	0.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	352,409.	352,409.	0.	0.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	47,564.	43,283.	4,281.	0.
10 Payroll taxes	31,949.	29,074.	2,875.	0.
11 Fees for services (nonemployees):				
a Management	0.	0.	0.	0.
b Legal				
c Accounting	3,315.	0.	3,315.	0.
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Schedule O.)	8,630.	0.	8,630.	0.
12 Advertising and promotion	5,326.	0.	5,326.	0.
13 Office expenses	12,569.	0.	12,569.	0.
14 Information technology				
15 Royalties				
16 Occupancy	51,959.	38,969.	12,990.	0.
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	12,208.	0.	12,208.	0.
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a Meals	2,226.	2,226.	0.	0.
b Professional Development	4,957.	4,957.	0.	0.
c TSG/Background Checks	491.	491.	0.	0.
d Dues	8,898.	0.	8,898.	0.
e All other expenses	2,722.	1,793.	929.	0.
25 Total functional expenses. Add lines 1 through 24e	615,607.	508,394.	107,213.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance SheetCheck if Schedule O contains a response or note to any line in this Part X ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	141,910.	1	166,147.
	2 Savings and temporary cash investments	61,596.	2	65,298.
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	7,988.	4	645.
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges		9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a		
	b Less: accumulated depreciation	10b	10c	
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 33)	211,494.	16	232,090.	
Liabilities	17 Accounts payable and accrued expenses	10,196.	17	18,855.
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties	0.	23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17–24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25	10,196.	26	18,855.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here ☒ and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	201,298.	27	213,235.
	28 Net assets with donor restrictions		28	
	Organizations that do not follow FASB ASC 958, check here ☐ and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances.	201,298.	32	213,235.
33 Total liabilities and net assets/fund balances.	211,494.	33	232,090.	

Part XI Reconciliation of Net AssetsCheck if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	623,842.
2	Total expenses (must equal Part IX, column (A), line 25)	2	615,607.
3	Revenue less expenses. Subtract line 2 from line 1	3	8,235.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	201,298.
5	Net unrealized gains (losses) on investments	5	3,702.
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	213,235.

Part XII Financial Statements and ReportingCheck if Schedule O contains a response or note to any line in this Part XII ☐

	Yes	No
1 Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? . . . If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both. ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis		X
b Were the organization's financial statements audited by an independent accountant? . . . If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both. ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis		X
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? . . . If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F? . . .		X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits .		

**SCHEDULE A
(Form 990)**

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2023

**Open to Public
Inspection**

Name of the organization

Robins Nest Children's Center

Employer identification number

03-0300013

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 ☒ A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990).)
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: _____
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 ☐ A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 ☐ An organization that normally receives (1) more than 33¹/₃% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33¹/₃% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
- a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
- b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
- c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
- d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
- e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2023 (line 6, column (f), divided by line 11, column (f))	14	%
15 Public support percentage from 2022 Schedule A, Part II, line 14	15	%
16a 33¹/₃% support test—2023. If the organization did not check the box on line 13, and line 14 is 33 ¹ / ₃ % or more, check this box and stop here . The organization qualifies as a publicly supported organization		☐
b 33¹/₃% support test—2022. If the organization did not check a box on line 13 or 16a, and line 15 is 33 ¹ / ₃ % or more, check this box and stop here . The organization qualifies as a publicly supported organization		☐
17a 10%-facts-and-circumstances test—2023. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here . Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		☐
b 10%-facts-and-circumstances test—2022. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here . Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization		☐
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II.
If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						
14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ☐						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2023 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2022 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2023 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2022 Schedule A, Part III, line 17	18	%

- 19a 33 1/3% support tests—2023.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization . . . ☐
- b 33 1/3% support tests—2022.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization . . . ☐
- 20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions . . . ☐

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?		
11a		
b A family member of a person described on line 11a above?		
11b		
c A 35% controlled entity of a person described on line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI .		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s), or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
2		
3 By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
3		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
a ☐ The organization satisfied the Activities Test. Complete line 2 below.			
b ☐ The organization is the parent of each of its supported organizations. Complete line 3 below.			
c ☐ The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).			
2 Activities Test. Answer lines 2a and 2b below.			
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.			
2a			
b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.			
2b			
3 Parent of Supported Organizations. Answer lines 3a and 3b below.			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in Part VI .			
3a			
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.			
3b			

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1** ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in Part VI*). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A—Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	
Section B—Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (<i>explain in detail in Part VI</i>):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	
Section C—Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D—Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required—provide details in Part VI)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9	Distributable amount for 2023 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E—Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2023	(iii) Distributable Amount for 2023
1 Distributable amount for 2023 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2023 (reasonable cause required—explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2023			
a From 2018			
b From 2019			
c From 2020			
d From 2021			
e From 2022			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2023 distributable amount			
i Carryover from 2018 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2023 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2023 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2023, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI . See instructions.			
6 Remaining underdistributions for 2023. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI . See instructions.			
7 Excess distributions carryover to 2024. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2019 . . .			
b Excess from 2020 . . .			
c Excess from 2021 . . .			
d Excess from 2022 . . .			
e Excess from 2023 . . .			

Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

[illegible]

**SCHEDULE E
(Form 990)**

Department of the Treasury
Internal Revenue Service

Schools

Complete if the organization answered "Yes" on Form 990, Part IV, line 13, or
Form 990-EZ, Part VI, line 48.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2023

**Open to Public
Inspection**

Name of the organization

Robins Nest Children's Center

Employer identification number

03-0300013

Part I

	YES	NO
1 Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?	1 x	
2 Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships?	2	x
3 Has the organization publicized its racially nondiscriminatory policy on its primary publicly accessible Internet homepage at all times during its tax year in a manner reasonably expected to be noticed by visitors to the homepage, or through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves? If "Yes," please describe. If "No," please explain. If you need more space, use Part II Robin's Nest Children's Center is a small Early Childhood Education Center. We serve families in Chittenden County and own neighborhood located in an ethnically diverse area in the Old North End of Burlington. We are well known in the resettlement community as a program that strives to serve a racially diverse population of families. We partner with the city of Burlington, through their Early Learning	3	x
4 Does the organization maintain the following?		
a Records indicating the racial composition of the student body, faculty, and administrative staff?	4a	x
b Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis?	4b	x
c Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?	4c	x
d Copies of all material used by the organization or on its behalf to solicit contributions? If you answered "No" to any of the above, please explain. If you need more space, use Part II. Robin's Nest Children's Center raises fund through events such as Big Truck Day and Skate Your Winter Blues Away. We also solicit contributions from the families of current students	4d	x
5 Does the organization discriminate by race in any way with respect to:		
a Students' rights or privileges?	5a	x
b Admissions policies?	5b	x
c Employment of faculty or administrative staff?	5c	x
d Scholarships or other financial assistance?	5d	x
e Educational policies?	5e	x
f Use of facilities?	5f	x
g Athletic programs?	5g	x
h Other extracurricular activities? If you answered "Yes" to any of the above, please explain. If you need more space, use Part II.	5h	x
6a Does the organization receive any financial aid or assistance from a governmental agency?	6a x	
b Has the organization's right to such aid ever been revoked or suspended? If you answered "Yes" on either line 6a or line 6b, explain on Part II.	6b	x
7 Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, as modified by Rev. Proc. 2019-22, 2019-22 I.R.B. 1260, covering racial nondiscrimination? If "No," explain on Part II	7 x	

Part II **Supplemental Information.** Provide the explanations required by Part I, lines 3, 4d, 5h, 6b, and 7, as applicable. Also provide any other additional information. See instructions.

Line 3: Initiative, to support the education of racially diverse children.

Line 4d: and from alumni families.

Line 7: We are a small parent run early childhood education center. We comply
unofficially.

Line 6b: We have never had financial aid revoked or suspended.

**SCHEDULE O
(Form 990)**

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2023

**Open to Public
Inspection**

Name of the organization

Robins Nest Children's Center

Employer identification number

03-0300013

Pt VI, Line 11b: The board meets once a year & reviews the 990 as a group. Members
who miss the meeting are sent copies.

Pt VI, Line 19: We are a small parent supervised early childhood education center
and do not have the documents mentioned in Line 19. We do encourage visitors
and are reviewed by state funding sources.

**IRS E-file Signature Authorization
for a Tax Exempt Entity**

OMB No. 1545-0047

Department of the Treasury
Internal Revenue ServiceFor calendar year 2023, or fiscal year beginning Sep 1, 2023, and ending Aug 31, 2024**Do not send to the IRS. Keep for your records.**
Go to www.irs.gov/Form8879TE for the latest information.**2023**

Name of filer

Robins Nest Children's Center

EIN or SSN

03-0300013

Name and title of officer or person subject to tax

Beth Workman, Executive Director

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a**, **2a**, **3a**, **4a**, **5a**, **6a**, **7a**, **8a**, **9a**, or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b**, **2b**, **3b**, **4b**, **5b**, **6b**, **7b**, **8b**, **9b**, or **10b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a Form 990 check here . . . ☒	b Total revenue, if any (Form 990, Part VIII, column (A), line 12) . . .	1b <u>623,842.</u>
2a Form 990-EZ check here . . . ☐	b Total revenue, if any (Form 990-EZ, line 9)	2b _____
3a Form 1120-POL check here . . . ☐	b Total tax (Form 1120-POL, line 22)	3b _____
4a Form 990-PF check here . . . ☐	b Tax based on investment income (Form 990-PF, Part V, line 5) . . .	4b _____
5a Form 8868 check here . . . ☐	b Balance due (Form 8868, line 3c)	5b _____
6a Form 990-T check here . . . ☐	b Total tax (Form 990-T, Part III, line 4)	6b _____
7a Form 4720 check here . . . ☐	b Total tax (Form 4720, Part III, line 1)	7b _____
8a Form 5227 check here . . . ☐	b FMV of assets at end of tax year (Form 5227, Item D)	8b _____
9a Form 5330 check here . . . ☐	b Tax due (Form 5330, Part II, line 19)	9b _____
10a Form 8038-CP check here . . . ☐	b Amount of credit payment requested (Form 8038-CP, Part III, line 22)	10b _____

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☒ I am an officer of the above entity or ☐ I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2023 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only☐ I authorize _____

ERO firm name

to enter my PIN

--	--	--	--	--

as my signature

Enter five numbers, but
do not enter all zeros

on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☒ As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2023 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax _____

Date 02/10/2025**Part III Certification and Authentication**

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

0	3	0	6	5	0	8	5	8	5	8
---	---	---	---	---	---	---	---	---	---	---

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2023 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature _____

Date 02/10/2025

ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

BETH WORKMAN

EARLY CHILDHOOD EDUCATOR
EXECUTIVE DIRECTOR

CONTACT

+802-777-3458

goodyworkman@gmail.com

6 VT Farmhouse Rd. Underhill, VT

EDUCATION

ST. MICHAEL'S COLLEGE

1995-1999

- Major: Elementary Education
- Major: Theater
- Minor: Medieval Studies

COMMUNITY COLLEGE OF VT

2022

- Credits in Leadership, Mentoring, and Supervision

NORTHERN VT UNIVERSITY

2019

- Credits in Child Care Business Administration

RECOGNITION

- SEED Certified Teacher - 2021
- "World's Best Teacher" mug - 2015
- Early Childhood Center-Based Professional of the Year - 2012
- Graduated Cum Laude from St. Michael's College - 1999

WORK EXPERIENCE

Robin's Nest Children's Center

Executive Director

2021 - PRESENT

- Recruits, trains, mentors, and evaluates teachers to ensure success in achieving their goals and maintains high retention.
- Provides leadership to teachers by modeling best practices while being present in the classroom.
- Maintains the program's 5-STAR rating in VT's STep Ahead Recognition System.
- Provides guidance and supervision of curriculum and childhood development, ensuring agreement with the Vermont Early Learning Standards.
- Initiates activities to connect the program's community with equity activities and events.
- Creates budgets, securing public and private funding to maintain balance.
- Implemented business management software to improve communication with families and update billing & reporting processes.
- Composed family and employee handbooks to reflect current policies.
- Organizes regular meetings with board members to discuss progress on initiatives and solicit feedback.
- Promotes public awareness of issues regarding the early childhood education field through outreach, advocacy, and serving as a spokesperson in the media.
- Provides accurate and up-to-date information to the board of directors to ensure their involvement and the center's responsibilities.

Robin's Nest Children's Center

Co-Director

2018-2020

- Shared administrative and HR tasks with co-director
- Navigated the program through COVID-19 closure, including regular communication with families to connect them with stabilization funding for tuition, securing public funding for the program, and transitioning after reopening.
- Collaborated with peers to present training to over 300 VT early childhood educators on supporting parent and child connections during extended covid closures.
- Oversaw reopening after COVID-19, creating and maintaining policies and procedures to ensure the program's safety with few closure days.
- Created a DEI committee to align the program's administration and community with our shared values using an equity lens.

BETH WORKMAN

EARLY CHILDHOOD EDUCATOR
EXECUTIVE DIRECTOR

CERTIFICATIONS

- Director 1 Credential
- SEED Certified Teacher
- CPR, First Aid, and AED
- Protecting VT's Children

SKILLS

- Curriculum Development
- Public Relations
- Advocacy
- Teamwork
- Time Management
- Leadership
- Effective Communication
- Critical Thinking

INTERESTS

- Sewing
- Quilting
- Needle felting
- Gardening
- Hiking
- VT's 251 Club Member

WORK EXPERIENCE - CONT.

Robin's Nest Children's Center

Early Childhood Educator 2002-2018

- Infant Teacher 2002-2003
- Preschool Teacher 2003-2008
- Toddler Teacher 2008-2018
- Coordinated and implemented a developmentally appropriate curriculum based on developmentally appropriate practice, the Vermont Early Learning Standards, and the program's philosophy.
- Maintained a healthy and safe classroom environment by following cleaning and hygiene standards to exceed VT licensing standards.
- Constructed play materials.
- Regularly communicated with children's families both formally and informally about areas in

Robin's Nest Children's Center

Special Needs Coordinator 2005-2008

Burlington Early Essential Education Program

Individual Assistant 2005-2008

- Supported the needs of children in the Burlington's EEE program enrolled at Robin's Nest Children's Center, including individuals with William's Syndrome, sensory integration challenges, and auditory processing disorder.
- Worked with children to meet their IEP goals in the classroom group and individually.
- Met with the EEE team, classroom co-teacher, parents, and doctors to create and implement strategies to meet IEP goals.
- Measured gains and challenges using observations and recorded these observations for review with team.

St. Joseph School - Burlington, VT

Third Grade Teacher 1999-2000

Attachment C:
Burlington Standard Contract Conditions

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

1. DEFINITIONS:

- A. The “Contract” shall mean the Contract between Contractor and the City to which these conditions apply and includes this Attachment C.
- B. The “Contractor” shall mean Robin’s Nest Children’s Center.
- C. The “City” shall mean the City of Burlington, Vermont or any of its departments.
- D. The “Effective Date” shall mean the date on which the Contract becomes effective according to its terms, or if no effective date is stated, the date that all parties to it have signed.
- E. The “Parties” shall mean the parties to this Contract.
- F. The “Work” shall mean the services being provided by the Contractor, as provided in the Contract.

2. 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.

3. INSURANCE & INDEMNIFICATION: The insurance and indemnification provisions set forth in Attachment C-1 are incorporated by this reference as though fully set forth. Any provisions of this Contract for indemnification, defense, release of liability, or warranty, shall survive termination hereof.

4. 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 sub-contractors, if any.

5. PLANS, RECORDS, AND AVAILABLE DATA: The City agrees to make available, at no charge, for the Contractor’s use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

6. PERSONNEL REQUIREMENTS AND CONDITIONS: The Contractor shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. 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 person so involved within one (1) year of termination of employment with the City.

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 as determined by the City, in the due and proper performance of Contractor's duties, or for neglecting or refusing to comply with the requirements of the Contract.

7. **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.
8. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Contractor services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Contractor is responsible to identify and follow any course of direction provided by the City.
9. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and their sub-Contractors 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 sub-contractors and any other person performing work under this Contract.
10. **UTILITIES:** 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, plus achieve 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 results thereof.

11. 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, where applicable.

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.

12. REVIEWS AND ACCEPTANCES: All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the Contractor, shall be subject to review and endorsement by the City.

Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

A frequency for formal reviews shall be set forth in the Contract. Informal reviews, conducted by the City will be performed as deemed necessary. The Contractor shall respond to all official comments regardless of their source. The Contractor shall supply the City with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a Contractor of their professional obligation to correct any defects or errors in their work at their own expense.

13. PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, 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 land 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.

14. 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.

15. 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.

16. 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. 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. When applicable, for the type of payment specified in the Contract, the progress report shall summarize actual costs and any earned portion of fixed fee.

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 with 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 thereof, 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 incurred, the fee specified in the Contract.

Upon completion of all services covered under the Contract and payment of the agreed upon fee, the Contract with its mutual obligations shall end.

17. 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.

18. 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.

19. CHANGES AND AMENDMENTS: No changes or amendments to the Work of the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Contractor.

20. 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. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions shall 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.

21. 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.

22. 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.

23. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The City may, in writing, and without invalidating the Contract, require changes resulting from revision or abandonment of work already performed by the Contractor or changes in the 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. Any adjustments of this nature shall be executed under the appropriate fee established in the Contract, based on the adjusted quantity of work.

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, in a form satisfactory to the City for all time devoted directly to same by Contractor employees. 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.

24. 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.

- 25. 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.
- 26. 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 payment, however, final or otherwise, shall not release the Contractor or their sureties from any obligations under the Contract Documents or any performance or payment bond.
- 27. 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 during execution 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.
- 28. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractors 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.
- 29. 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.
- 30. 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 anytime 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, sub-Contractors, 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.

31. 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.

32. SETTLEMENTS OF MISUNDERSTANDINGS: Neither Party shall file any litigation arising from this Contract without first attempting in good faith to resolve the Parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the Parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either Party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.

33. 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, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Contractor, not less than fifteen (15) days prior to the termination date, of its intention to do so. 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. 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 19-21.

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. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. 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.
- iv. 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.
- v. 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.

34. GENERAL COMPLIANCE WITH LAWS: The Contractor and any sub-contractor 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).

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. If, for any reason,

a provision in the Contract is unenforceable or invalid, that provision shall be deemed severed from the Contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Contract.

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

- 41. 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.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. CHOICE OF LAW:** Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract, notwithstanding conflicts of law principles. 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.
- 46. JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont, notwithstanding any other law.

- 47. 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.
- 48. SEVERABILITY:** The invalidity or unenforceability of any provision of this Contract, 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.
- 49. ENTIRE CONTRACT & AGREEMENT:** This Contract 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.
- 50. APPENDICES:** The City may attach to these conditions 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.
- 51. 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.
- 52. WAIVER:** Notwithstanding the passage of time, 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 C-1:
Insurance and Indemnification Standard Conditions

**Attachment C-1
Insurance & Indemnification**

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). 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. 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.

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 work activities related to the Contract shall meet minimum coverage and limits; and (iii) all coverage shall include adequate protection for activities involving hazardous materials.

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. Commercial General Liability: With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to ensure that commercial general liability insurance coverage, covering bodily injury and property damage, 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/Employer Liability: 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,
\$500,000 each employee

For contracts involving work of any kind or nature on Lake Champlain, Workers' Compensation/Employer's Liability policy shall include a Maritime Endorsement (USL&H).

C. Professional Liability/Errors & Omissions:

1. General: The Contractor shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:
 - (a) \$2,000,000 - Annual Aggregate/Policy Limit
 - (b) \$1,000,000 - Per Claim/Occurrence
2. Deductibles: The Contractor is responsible for any and all deductibles.
3. Coverage: The Contractor shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

D. Umbrella/Excess Liability:

1. \$1,000,000 Each Event Limit
2. \$1,000,000 General Aggregate Limit
3. Umbrella/Excess Liability is excess above Commercial General Liability, Automobile Liability, and Workers' Compensation/Employer Liability.

All policies shall be endorsed to provide the City thirty (30) days' notice of cancellation. Each policy (except workers compensation/employers' liability and errors & omissions/professional liability) shall be endorsed to name the City and its officers, employees, agents, successors, and assigns as additional insureds on a primary, non-contributory basis. Each policy (except errors & omissions/professional liability) shall be endorsed to waive subrogation against the City.

INDEMNIFICATION: Contractor shall hold harmless, indemnify, and defend the City and its officers, employees, agents, successors, and assigns (collectively, the "Indemnitees") from and against all claims, causes of action, lawsuits, damages, liabilities, liens, penalties, fines, and costs (including attorneys' fees and costs) of every kind and nature whatsoever (collectively, "Claims")

arising from or relating to this Contract or Contractor's operations hereunder, excepting any Claims arising from the City's own gross negligence or willful misconduct. Contractor's indemnification and defense obligations shall survive termination of this Contract, and Contractor shall ensure that any subcontract for work under this Contract requires the subcontractor to satisfy the same indemnification and defense obligations in favor of the Indemnitees.

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 ("LWO"), 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 \$17.96 per hour; and
 - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$19.15 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.

By signing below, I certify under the pains and penalties of perjury that I have personal knowledge of the foregoing or have made a reasonable inquiry therein, and that to the best of my knowledge and belief, the foregoing is true and correct. (See 13 V.S.A. 2904(b).)

Date: _____

By: _____
Contractor, or its duly authorized agent

IMPORTANT NOTE: Effective January 1, 2025, for covered employees not under a labor agreement and not working under an agreement subject to Davis-Bacon Act compliance for highway or heavy construction, if the contract or grant amount, inclusive of amendments, is \$50,000 or greater, the vendor is required to certify payroll with each invoice. An acceptable form of certification is attached. Backup documentation may be requested in connection with random compliance audits. Certification of subcontractor or subconsultant payroll is required only upon request.

Attachment E:
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 F:
Grantee's Certificate of Insurance

Board of Finance and City Council Submission Checklist

Department: BWD Submitter: Kara Alnasrawi/Rebecca Reese

Title/Subject: ELI Capacity Grant award to Robin's Nest Children's Center

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	
☒	Concurrent	4/14/2025

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/3/2025	Kara Alnasrawi
Mayor's Office informed and approved memo	Yes	4/9/2025	Erin Jacobsen
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	4/8/2025	Emmett Wood
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/2/2025	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	4/8/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	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?	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

MEMORANDUM

To: Board of Finance / City Council

From: Chapin Spencer, Director of Public Works

CC: Lynn Reagan, Interim Director, Human Resources
Katherine Schad, Chief Administrative Officer, Clerk/Treasurer's Office
Erin Jacobsen, Chief of Staff, Mayor's Office

Re: DPW Division Director – Water Resources Compensation Review & Market Factor Recommendation

Date: April 14, 2025

For nearly two years, I have been working with Human Resources (HR) and the Mayor's Office under two different Administrations to evaluate the compensation of the four division directors in the Department of Public Works (DPW) and compare these salaries to market conditions. DPW's four division directors lead and manage the following divisions:

- Division Director – Maintenance Division
 - Oversees \$7M/yr operations in Street Maintenance, Equipment Maintenance and Recycling
- Division Director – Parking & Traffic Division
 - Oversees \$6M/yr operations in Parking Services, Traffic, and Parking Facilities
- Division Director – Technical Services, City Engineer
 - Oversees \$1M/yr operations of General Fund engineering and planning teams who collectively manage on average \$25M of capital projects each year
- Division Director – Water Resources
 - Oversees \$18M/yr operations of three regulated utilities water, wastewater and stormwater in addition to an annual multi-million dollar capital program

Each division represents a significant core business within the City. All of these division director positions have turned over the past ten years. By remaining competitive with the market we ensure professional management at the top of each division is critical for ensuring ongoing high performance and stability underneath the annually-appointed Director position.

The reasons for this compensation evaluation are many:

An Equal Opportunity Employer
This material is available in alternative formats for persons with disabilities. To request an accommodation, please call 802.863.9094 (voice) or 802.863.0450 (TTY).

1. In my periodic review of comparable professional positions, I was seeing discrepancies between our pay scales and what other peer New England communities were offering other utilities.
2. The success of this core department, as well as the sustainability of the Director position, is dependent on retaining high performing leaders who manage the critical day-to-day operations of the City while also carrying out the Administration's and Council's agendas.
3. Each division director position has significant current and upcoming challenges that will require adept leadership:
 - a. **Maintenance** will be tackling the future of the recycling program including a potential implementation of a consolidated collection model for all solid waste, determining how to better maintain a diverse array of assets in the public right-of-way while simultaneously increasing their billable work for the General Fund, and developing a more sustainable fleet program
 - b. **Parking & Traffic** will be rebuilding the division after the impacts of COVID and public safety challenges by implementing strategies to begin paying off \$3M of garage debt, adjusting parking products and programs to serve a changing downtown, and improving enforcement effectiveness through new technology.
 - c. **Technical Services** will continue to be actively managing many large overlapping multi-year capital projects for the next 5+ years (Champlain Parkway, Great Streets Main Street, Great Streets Bank & Cherry, Railyard Enterprise Project, Winooski Bridge & COBRI Intersection) while simultaneously advancing the City's walk/bike and traffic safety priorities.
 - d. **Water Resources**, our largest division, is on the front end of multi-year generational upgrades that are needed across all three regulated utilities to restore resiliency in our operations, meet heightened regulations and to accommodate the City's housing goals.

Compensation Studies

DPW and HR conducted and purchased several compensation studies to make sure there was robust data. Studies included:

- Gallagher & Flynn Compensation Reviews, December 2023, Summer 2024
- Raftelis (national utility consulting firm) Water Resources Review, April 2024
- American Water Works Association Compensation Report, 2023
- American Public Works Association Compensation Report, 2018

Recommendations and Financial Impact

Reviewing these data sets, an inflation-adjusted minimum, mid-point and maximum compensation levels were established for each position. In each case, we used the compensation studies' mid-point as the mid-point of the proposed revised pay band. When the initial data indicated that two of the positions (Technical Services/City Engineer Division Director and Water Resources Division Director) were significantly under market, we also looked at off-the-shelf industry compensation studies to further expand the data set and took an average among the respective studies for each of these two positions.

The compensation data for the two remaining positions (Maintenance Division Director and Parking & Traffic Division Director) were relatively close to current pay bands. As a result, HR and I are therefore not recommending any adjustments at this time. We will revisit the pay bands these two positions in the future depending on the positions' roles in taking on new responsibilities (consolidated collection, public/private parking partnerships).

Based on the findings from the compensation studies, we are proposing market factor pay bands for the two positions. For step placing the two current employees in these positions, we utilized the

market factor policy that was approved at the 3-17-25 Human Resources Policy Committee meeting and the 3-24-25 City Council meeting. The policy states:

“...If an employee is in a position that transitions from a Willis identified Grade to a market factor Grade then their new rate of pay will be determined using Human Resource’s Step Placement process. To the extent that previous relevant experience equals or exceeds the minimum necessary knowledge and skills, job duties, and responsibilities of the position being held, those specific and relevant years of experience (less the minimum number of years of experience required in the position description) may be converted to additional steps at a 3:1 ratio, up to and including the maximum of step five (5).”

Reviewing the current employee’s years of experience and applying the policy, HR and the DPW Director recommend each position be placed at Step 5 given their significant experience and/or education beyond minimum qualifications.

	Current Grade and Step	Proposed Grade and Step	Current Salary	Proposed Salary	Annual General Fund \$ Impact*	Annual Enterprise Funds \$ Impact
D.D. – Water Resources	Market Factor Step 7	Market Factor Step 5	\$124,681.02	\$140,843.09		\$16,162.07

This market factor request was originally scheduled to come to the Board of Finance and City Council on December 9, 2024. The Administration decided to wait on this request until the Council reviewed and approved a specific market factor policy to provide the clearest direction. Given the pause, I told the affected employees that I would request retroactive pay back to 12-9-24. This approach is included in the overall request.

Given the compensation review for these positions has been underway for nearly two years, these salary increases were already accounted for in each division’s FY25 budget.

Conclusion:

The success of the core municipal functions within the Department of Public Works is dependent on high performing leaders who manage the critical day-to-day operations of the City while also carrying out the Administration’s and Council’s agendas. We have completed a thorough compensation review of all DPW division director positions and I am recommending adjusting two pay bands at the present time to be consistent with peer cities. I acknowledge the financial challenges the City currently faces, and steadfastly believe that this additional investment in DPW’s leadership team will benefit the City financially by increasing retention of key positions and ensuring we have the professional management to adeptly shift our business models, fee structures, use of technology to meet our current and future challenges.

Please don’t hesitate to reach out with any questions or additional information (cspencer@burlingtonvt.gov).

Board of Finance Motion

To approve and recommend that the City Council approve:

- The compensation adjustment of the DPW Division Director – Water Resources, a Regular, Full-Time, Exempt, Non-Union, market factor role to Division Director – Water Resources, a

Regular, Full-Time, Exempt, Non-Union, market factor role in the Department of Public Works as listed above, and to include retroactive pay back to December 9, 2024.

City Council Motion

To approve:

- The compensation adjustment of the DPW Division Director – Water Resources, a Regular, Full-Time, Exempt, Non-Union, market factor role to Division Director – Water Resources, a Regular, Full-Time, Exempt, Non-Union, market factor role in the Department of Public Works as listed above, and to include retroactive pay back to December 9, 2024.

City of Burlington Job Description

Position Title: Division Director - Water Resources

Department: Department of Public Works

Reports to: Director of Public Works

Pay Grade: NU Water Div Dir

Job Code: 1056

Exempt/Non-Exempt: Exempt

Union: Non-Union

General Purpose: This position is responsible for the management, oversight and strategic leadership of the operations, regulatory compliance, capital improvement and finances of the Water Resources Division (Drinking Water, Wastewater and Stormwater utilities). In addition, this position will offer guidance, direction and opportunities for staff development, empowerment and open communication among team members.

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.)

- Manage and oversee the Water Resources Division, including but not limited to the regulated Drinking Water, Wastewater, Stormwater utilities. This includes operation, maintenance, regulatory compliance and capital improvements related to:
 - the Drinking Water Treatment Plant, storage facilities and distribution system;
 - the Wastewater Treatment Plants, pump stations and wastewater collection system;
 - the Stormwater collection and outfall system and stormwater treatment systems.
- Advance the goals of the City’s Master Plan and other relevant municipal, regional and statewide plans.
- Prepare, present and manage the division’s three enterprise operating and capital budgets including recommendations regarding short and long-term rate setting.
- Produce reports and track use for all operating and capital budget expenses. Periodically update Director, staff, etc. on budget shortfalls, transfers, etc.
- Manage finances, revenue handling and control, adherence to policies and procedures, and metrics to provide reasonable assurance that division operations are effective, efficient and equitable and in accordance with local, state, federal laws and audit recommendations.
- Coordinate development and maintenance of the subterranean utilities with the street capital program and other city capital projects.
- Coordinate Water Resources review of private development projects.

- Work with local merchants and commercial business to retain existing customer base and attract additional capacity.
- Identify need for, secure and manage grants and borrowing in support of Water Resource activities including State grants, loans and bonds.
- Serve as City's Water Resources expert on Vermont legislative and regulatory matters.
- Manage planning and engineering activities and staff within the Water Resources division to set and accomplish capital planning and investment goals.
- Develop and maintain managerial performance reporting systems that assist in benchmarking workgroup function and performance.
- Analyze data, research and review emerging and existing technologies, and prepare reports to City policy makers and other stakeholders.
- Oversee asset management planning and execution within division through development of systems, implementation of technology, and employee empowerment.
- Ensure division activities, proposed changes, and other timely items are effectively communicated to the general public and stakeholders through multiple channels.
- Act as department liaison with local, state officials to secure funding for Water, Wastewater and Stormwater projects.
- Execute leadership and supervision responsibilities through sound judgment, focusing on quality improvement, managing and resolving conflict, fostering a culture of accountability, clearly defining responsibilities and expectations, setting goals, providing motivation and performance reviews, recognizing contributions and encouraging training and development.
- Offer guidance and "coaching" to Chief Operators, Managers and other supervisors to promote team philosophy and principles.
- Responsible for post-closure landfill compliance for Manhattan Landfill and Rathe Landfill.
- Promote and encourage safe work practices in accordance with Federal, State, and Local regulations.
- Provide mission and vision leadership for Water Resources Division.
- Deliver high quality customer and billing services through all division activities and ensure that questions and concerns are addressed in a timely and professional manner.

Non-Essential Job Functions:

- Perform other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in Engineering, Chemistry, Environmental Science or related field and four (4) years of experience in Water, Wastewater, or Stormwater environment with a minimum three (3) years in a management position and a proven record of financial management required; or a Bachelor's degree in Financial Management, Public Administration or related field and four (4) years of experience in Water/Wastewater/Stormwater environment with a minimum three years in a management position required.
- Knowledge of accounting principles and practices, the analysis and reporting of financial data, and the ability to accurately forecast and represent various financial scenarios

required.

- Knowledge of business and management principles involved in leadership, human resources, customer service, resource allocation and performance evaluation required.
- Experience drafting bid documents and/or managing contracts required.
- Ability to understand the dynamics of Water, Wastewater and Stormwater treatment.
- Ability to keep up-to-date on all water, wastewater and stormwater regulations, emerging science, and technological innovations.
- Ability to understand the water, wastewater and stormwater distribution/collection systems.
- Ability to oversee and implement an asset management plan required.
- Ability to create and maintain an environment that embraces the 6 operating principles of the Burlington Department of Public Works: Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.
- Must be proficient in various computer programs including spreadsheet, database, office productivity and word processing applications in a Windows operating system.
- Ability to communicate clearly both orally and in writing.
- Ability to represent the Department professionally in meetings with a variety of public and elected officials, media personnel, members of the general public, etc.
- Ability to prioritize workflow, meet established deadlines and work under pressure.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (specify 20 pounds)
x	hearing/listening	x	carrying (specify 20 pounds)
x	clear speech		climbing
x	touching	x	driving
x	dexterity x hand x finger		ability to mount and dismount forklift
	reading – basic		pushing/pulling
x	reading – complex		shift work
	math skills – basic		moving objects
x	math skills – complex		pressurized equipment

	writing – basic		extreme heat
x	writing – complex		extreme cold
x	analysis/comprehension		high places
x	judgment/decision making		noise
x	clerical		fumes/odors
x	inside		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: 6

Indirectly Supervises: 42

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 3/28/2001; revised 2/15/16; Revised March 2019.

Board of Finance and City Council Submission Checklist

Department: DPW Submitter: Chapin Spencer

Title/Subject: DPW Division Directors – Water Resources Market Factor Adjustment

	Approval: YES	Meeting Date: 4-14-25
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	4/14/2025

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/10/2025	Chapin Spencer
Mayor's Office informed and approved memo	Yes	4/10/2025	Erin Jacobsen
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/7/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	4/10/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	4/10/2025	Lynn Reagan
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	Attached.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	No	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Motion in memo.
If for submission to Council, are sponsors identified?	Yes	BOF.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine St. Suite A
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802.863.0450 TTY

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

To: Board of Finance / City Council

From: Chapin Spencer, Director of Public Works

CC: Lynn Reagan, Interim Director, Human Resources
Katherine Schad, Chief Administrative Officer, Clerk/Treasurer's Office
Erin Jacobsen, Chief of Staff, Mayor's Office

Re: DPW Division Director – Technical Services / City Engineer Compensation Review & Market Factor Recommendation

Date: April 14, 2025

For nearly two years, I have been working with Human Resources (HR) and the Mayor's Office under two different Administrations to evaluate the compensation of the four division directors in the Department of Public Works (DPW) and compare these salaries to market conditions. DPW's four division directors lead and manage the following divisions:

- Division Director – Maintenance Division
 - Oversees \$7M/yr operations in Street Maintenance, Equipment Maintenance and Recycling
- Division Director – Parking & Traffic Division
 - Oversees \$6M/yr operations in Parking Services and two special revenue funds Traffic and Parking Facilities
- Division Director – Technical Services, City Engineer
 - Oversees \$1M/yr operations of General Fund engineering and planning teams who collectively manage on average \$25M of capital projects each year
- Division Director – Water Resources
 - Oversees \$18M/yr operations of three regulated utilities water, wastewater and stormwater in addition to an annual multi-million dollar capital program

Each division represents a significant core business within the City. All of these division director positions have turned over the past ten years. By remaining competitive with the market we ensure professional management at the top of each division which is critical for ensuring ongoing high performance and stability underneath the annually-appointed Director position.

The reasons for this compensation evaluation are several:

An Equal Opportunity Employer

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1. In my periodic review of comparable professional positions, I was seeing discrepancies between our pay scales and what other peer New England communities were offering other utilities.
2. The success of this core department, as well as the sustainability of the Director position, is dependent on retaining high performing leaders who manage the critical day-to-day operations of the City while also carrying out the Administration's and Council's agendas.
3. Each division director position has significant current and upcoming challenges that will require adept leadership:
 - a. **Maintenance** will be tackling the future of the recycling program including a potential implementation of a consolidated collection model for all solid waste, determining how to better maintain a diverse array of assets in the public right-of-way while simultaneously increasing their billable work for the General Fund, and developing a more sustainable fleet program
 - b. **Parking & Traffic** will be rebuilding the division after the impacts of COVID and public safety challenges by implementing strategies to begin paying off \$3M of garage debt, adjusting parking products and programs to serve a changing downtown, and improving enforcement effectiveness through new technology.
 - c. **Technical Services** will continue to be actively managing many large overlapping multi-year capital projects for the next 5+ years (Champlain Parkway, Great Streets Main Street, Great Streets Bank & Cherry, Railyard Enterprise Project, Winooski Bridge & COBRI Intersection) while simultaneously advancing the City's walk/bike and traffic safety priorities.
 - d. **Water Resources**, our largest division, is on the front end of multi-year generational upgrades that are needed across all three regulated utilities to restore resiliency in our operations, meet heightened regulations and to accommodate the City's housing goals.

Compensation Studies

DPW and HR conducted and purchased several compensation studies to make sure there was robust data. Studies included:

- Gallagher & Flynn Compensation Reviews, December 2023, Summer 2024
- Raftelis (national utility consulting firm) Water Resources Review, April 2024
- American Water Works Association Compensation Report, 2023
- American Public Works Association Compensation Report, 2018

Recommendations and Financial Impact

Reviewing these data sets, an inflation-adjusted minimum, mid-point and maximum compensation levels were established for each position. In each case, we used the compensation studies' mid-point as the mid-point of the proposed revised pay band. When the initial data indicated that two of the positions (Technical Services/City Engineer Division Director and Water Resources Division Director) were significantly under market, we also looked at off-the-shelf industry compensation studies to further expand the data set and took an average among the respective studies for each of these two positions.

The compensation data for the two remaining positions (Maintenance Division Director and Parking & Traffic Division Director) were relatively close to current pay bands HR and I are therefore not recommending any adjustments at this time. We will revisit the pay bands these two positions in the future depending on the positions' roles in taking on new responsibilities (consolidated collection, public/private parking partnerships).

Based on the findings from the compensation studies, we are proposing market factor pay bands for the two positions. For step placing the two current employees in these positions, we utilized the

market factor policy that was approved at the 3-17-25 Human Resources Policy Committee meeting and the 3-24-25 City Council meeting. The policy states:

"...If an employee is in a position that transitions from a Willis identified Grade to a market factor Grade then their new rate of pay will be determined using Human Resource's Step Placement process. To the extent that previous relevant experience equals or exceeds the minimum necessary knowledge and skills, job duties, and responsibilities of the position being held, those specific and relevant years of experience (less the minimum number of years of experience required in the position description) may be converted to additional steps at a 3:1 ratio, up to and including the maximum of step five (5)."

Reviewing the current employee's years of experience and applying the policy, HR and the DPW Director recommend each position be placed at Step 5 given their significant experience and/or education beyond minimum qualifications.

	Current Grade and Step	Proposed Grade and Step	Current Salary	Proposed Salary	Annual General Fund \$ Impact*	Annual Enterprise Funds \$ Impact
D.D. – Technical Services / City Engineer	Grade 25 Step 7	Market Factor Step 5	\$110,079.42	\$132,511.85	\$22,432.43	

** The overall General Fund impact will be less as the Technical Services Division Director position bills their time to capital projects, grant-funded projects, and Enterprise Fund projects so the higher billable hourly rate will earn additional revenue.*

This market factor request was originally scheduled to come to the Board of Finance and City Council on December 9, 2024. The Administration decided to wait on this request until the Council reviewed and approved a specific market factor policy to provide the clearest direction. Given the pause, I told the affected employees that I would request retroactive pay back to 12-9-24. This approach is included in the overall request.

Given the compensation review for these positions has been underway for nearly two years, these salary increases were already accounted for in each division's FY25 budget.

Conclusion:

The success of the core municipal functions within the Department of Public Works is dependent on high performing leaders who manage the critical day-to-day operations of the City while also carrying out the Administration's and Council's agendas. We have completed a thorough compensation review of all DPW division director positions and I am recommending adjusting two pay bands at the present time to be consistent with peer cities. I acknowledge the financial challenges the City currently faces, and steadfastly believe that this additional investment in DPW's leadership team will benefit the City financially by increasing retention of key positions and ensuring we have the professional management to adeptly shift our business models, fee structures, use of technology to meet our current and future challenges.

Please don't hesitate to reach out with any questions or additional information (cspencer@burlingtonvt.gov).

Board of Finance Motion

To approve and recommend that the City Council approve:

- The compensation adjustment of the DPW Division Director – Technical Services/City Engineer, a Regular, Full-Time, Exempt, Non-Union, Grade 25 role to Division Director – Technical Services/City Engineer, a Regular, Full-Time, Exempt, Non-Union, market factor role in the Department of Public Works as listed above, and to include retroactive pay back to December 9, 2024

City Council Motion

To approve:

- The compensation adjustment of the DPW Division Director – Technical Services/City Engineer, a Regular, Full-Time, Exempt, Non-Union, Grade 25 role to Division Director – Technical Services/City Engineer, a Regular, Full-Time, Exempt, Non-Union, market factor role in the Department of Public Works as listed above, and to include retroactive pay back to December 9, 2024

City of Burlington Job Description

Position Title: Division Director Public Works-Technical Services

Department: Department of Public Works

Reports to: Director of Public Works

Pay Grade: 25

Job Code: 1092

Exempt/Non-Exempt: Exempt

Union

Union: Non-

General Purpose:

This position is responsible for the management, oversight, and general leadership of the Technical Services Group. In addition, this position will offer guidance, direction and opportunities for staff development, empowerment and open communication among team members.

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.)

- Manage and provide leadership to Technical Services Workgroup.
- Develop, manage and oversee Technical Services operating and capital budgets.
- Provide mission and vision leadership for Technical Services.
- Develop and maintain managerial performance reporting systems that assist in benchmarking workgroup function and performance.
- Offer guidance and “coaching” to subordinate positions to promote team philosophy and principles.
- Prioritize workflow, meet established deadlines and work under pressure.
- Ensure employee development and cross training opportunities are present and being utilized efficiently and effectively.
- Carry out employee performance evaluations; provide mediation for employee issues as required, offer opportunities for employee feedback on an on-going basis.
- Perform Technical skilled work developing, planning, organizing, and supervising City’s traffic system, including the design and construction of roadways, signal systems, signing and striping, neighborhood mitigation and traffic operations.
- Under the general direction of the Public Works Director, perform and oversee professional field and office civil, and transportation engineering work related to the planning, design, construction and maintenance of City projects and programs.

- Serve as the Public Works Director's representative in carrying out, and administering the requirements established within the City's vacant building ordinance.
- Serve as the City Engineer and Surveyor, with duties including but not limited to:
 - Perform all the engineering services for the City that are required to be performed as described in the City Charter,
 - Have charge of all the public works of the City in all the various City departments,
 - Oversee the preparation and execution of all plans, specifications, and contracts needed to successfully complete public investment in City capital projects,
 - Responsible for all surveys relating to the layout, widening, extending and grading of streets, sidewalks, curbs, gutters, sewers and drains of the City,
 - Act as the technical spokesperson for the department in various capacities, including preparation and presentation of expert testimony on behalf of the City in litigation,
 - Review subdivision submission for conformity to the City's engineering design standards
- Serve as the Department's representative at various public meetings and hearings to present, discuss, facilitate, and solicit the opinion of the public and its elected officials.
- Respond and address the public in a timely professional manner.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's of Science Degree in Civil or Environmental Engineering required. Masters of Science degree is preferred. An equivalent combination of education and experience may be considered.
- Licensed Professional Engineer in the State of Vermont required.
- Minimum three (3) years of experience in a management/supervisory capacity required.
- Minimum of ten (10) years of experience in civil engineering with demonstrated experience in any of the following fields: transportation, geotechnical, structural, environmental or construction engineering.
- Minimum five (5) years of experience in municipal engineering required, municipal experience may be substituted on a one for one basis of additional experience above the 10 years required for this position.
- Minimum two (2) years of experience in traffic engineering required.
- Strong professional oral and written communication skills required.
- Proficient in utilizing traffic modeling software required.
- Preferred functional understanding and experience with ArcGIS.
- Must have knowledge of methods, materials, procedures, and standard practices of construction, including public works projects; contract negotiation and administration;
- Must have strong computer skills; demonstrated ability to effectively use computer equipment and related software; competent in use of Microsoft Office Suite (Excel, Word, Powerpoint, Publisher).

- Experience or background in construction preferred.
- Demonstrated knowledge of engineering methods, design standards materials and project management.
- Ability to read, analyze and modify specifications and plan sets to ensure work complies with all contract specifications.
- Ability to provide excellent customer service, communicate clearly, professionally and diplomatically with contractors and the public both orally and in writing.
- Ability to establish and maintain effective working relationships and use good judgment, initiative, and resourcefulness when dealing with the media, the public, other employees, elected officials, consultants, contractors, and other government entities.
- Must be able to assess situations, solve problems, manage multiple projects, work effectively under stress, within deadlines, and in public situations.
- Ability to create and maintain an environment that embraces the 6 operating principles: Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.
- Ability to oversee and implement long-term maintenance programs in a cost effective and efficient 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 facilitate and attend meetings at times other than regular business hours.

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 50 pounds)
x	hearing/listening	x	carrying (specify 50 pounds)
x	clear speech		climbing
x	touching	x	driving
x	dexterity x hand x finger		ability to mount and dismount forklift
	reading – basic	x	pushing/pulling
x	reading – complex		shift work
	math skills – basic		moving objects
x	math skills – complex		pressurized equipment
	writing – basic	x	extreme heat
x	writing – complex	x	extreme cold

x	analysis/comprehension		high places
x	judgment/decision making	x	noise
x	clerical		fumes/odors
x	inside		dirt/dust
x	outside		hazardous materials
x	works alone		electrical equipment
x	works with others		mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: 6-9

Indirectly Supervises: 9-13

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 July 2013). Revised June 2017. Revised – title change 10.14.2020

Board of Finance and City Council Submission Checklist

Department: DPW Submitter: Chapin Spencer

Title/Subject: DPW Division Directors – Technical Services Market Factor Adjustment

	Approval: YES	Meeting Date: 4-14-25
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	4/14/2025

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/10/2025	Chapin Spencer
Mayor's Office informed and approved memo	Yes	4/10/2025	Erin Jacobsen
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/7/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	4/10/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	4/10/2025	Lynn Reagan
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	Attached.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	No	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Motion in memo.
If for submission to Council, are sponsors identified?	Yes	BOF.



City of Burlington
Department of Public Works

Technical Services Engineering Division
645 Pine Street, Suite A
Burlington, VT 05402
P 802-863-9094 / F 802-863-0466 / TTY 802-863-0450
www.burlingtonvt.gov/DPW

Date: April 14, 2025

To: City of Burlington Board of Finance and City Council

From: Madeline Suender, Public Works Transportation Engineer
Christina Cangioli, Associate Public Works Transportation Engineer

CC: Chapin Spencer, Director of Public Works
Peter Procaccio P.E., Senior Transportation Engineer
Laura Wheelock P.E., City Engineer

Subject: Authorization of Sidewalk Reconstruction Program Project Budget and Construction Contract

Request

The Department of Public Works (DPW) seeks approval and authorization from the Board of Finance and City Council to execute a contract with S.D. Ireland Brothers Corporation (SDI) for the Calendar Year 2025 Sidewalk Reconstruction Program, to include transportation calming infrastructure associated with the ONE Greenway, for a contract of up to \$846,004.00 with an additional \$85,377.65 (~10%) in contingency, totaling \$931,381.65.

Background

As part of our annual sidewalk workplan, informed by our 2021 sidewalk inventory assessment, resident reports, and field observations, we seek to move forward with a contract with SDI to replace approximately 0.5 miles of sidewalk. In addition to the core replacement of sidewalk, the contract will also include the remaining work to hardscape the ONE Greenway. These projects were combined into one single contract to gain unit price cost efficiency due to the combination of similar work types.

DPW issued an Invitation for Bids February 21, 2025 and opened bids on March 28, 2025. SDI was the only bid received. Upon completion of the Bid Analysis, SDI's unit prices were found to be slightly higher than that of the Engineer's Estimate prepared by the City. It is noted that the DPW-prepared Engineer's Estimate for the core sidewalk work was largely in-line with SDI's bid prices. The majority of higher costs were found within the vendor-prepared estimate for the ONE Greenway bid items. The ONE Greenway construction was anticipated to be high as previous bid attempts for similar work types were unsuccessful due to no bidders. Considering the time

consuming and inefficient nature of this type of work, these prices were determined to be reasonable. To recoup costs and stay within budget, some items will be removed from this contract and done in house by DPW crews.

If approved, SDI's work shall not begin prior to April 15, but will likely not start until May, and shall be completed on or before November 1, 2025, as stated in the Invitation for Bids.

Overall sidewalk production for 2025 sums to ~2.2 miles:

- ~0.5 mile - SDI's work plan, if approved.
- ~1 mile – DPW short run repairs to address safety concerns and ensure work is distributed equitably throughout the City.
- ~0.74 mile – Sidewalk replaced in other standalone capital projects – like the Champlain Parkway replacing existing sidewalk along Pine St from Main – Kilburn.

Due to inflationary trends and a smaller pool of funding since the 2025 GO Bond was not yet approved, this year's total is under the sustainable replacement target of 3 miles per year which we have largely been meeting for nearly a decade. Waiting for this additional GO bond funding and allocation would have put the advertisement for this bid too late in the season and could have impacted the quality of bids received. This updated replacement schedule of 3 miles/year will allow most of Burlington's sidewalk network to be replaced on a 40 year replacement cycle. We do anticipate that the newly approved General Obligation bond will be used in future years to increase sidewalk replacement totals closer to our 40 year replacement rate. The draft FY26 Capital Budget is showing a \$1.7M allocation of new bond proceeds to support Sidewalk Replacement. The City will continue to look at additional revenue sources that could offset any Capital bond allocations to ensure the City gets closer replacing 3 miles of sidewalk annually.

Contract Work Plan

This sidewalk list (Table 1) was generated as a result of consulting our 2021 City wide sidewalk inventory which prioritizes improvements based on utilization, location, and condition of the sidewalk, along with new resident reports and field observations. Utilization of the sidewalk refers to the propensity of use as well as the type of users. Location refers to proximity to pedestrian generators, such as schools, neighborhood activity centers, and employment centers. In addition to the inventory, staff inspection, past repairs, coordination with other projects, and resident concerns were evaluated. This information is combined and considered to create a work plan that makes sense for effective mobilization of a contractor. See Figures 1 – 3 for photos of the sidewalks to be repaired.

Table 1: Work Limits

Street	Limits*	Length (LF)
Howard Street	South Union Street – South Willard Street	895.00
Hungerford Terrace	Pearl Street – Buell Street	784.00
North Avenue	Fairmont Place – Edgemoor Drive	705.00
ONE Greenway	Various locations	N/A
Total length of sidewalk (LF)		2384.00

*As applicable, the sidewalk work will skip some portions of these blocks that do not need to be replaced.



Figure 1: Howard St



Figure 2: Hungerford Terr



Figure 3: North Ave

How else this workplan contributes to pedestrian and transportation safety:

ONE GREENWAY: This contract also includes the remaining work to hardscape the ONE Greenway, coordinated with and funded by our Transportation Planning team, which gains unit price cost efficiency by combining similar work types. This work will add bump outs and raingardens along the ONE Greenway that were previously in place with quick-build materials. A portion of the ONE Greenway work was included in the CY23 Sidewalk Contract that had adjacent sidewalk replacement on Grant/Union.

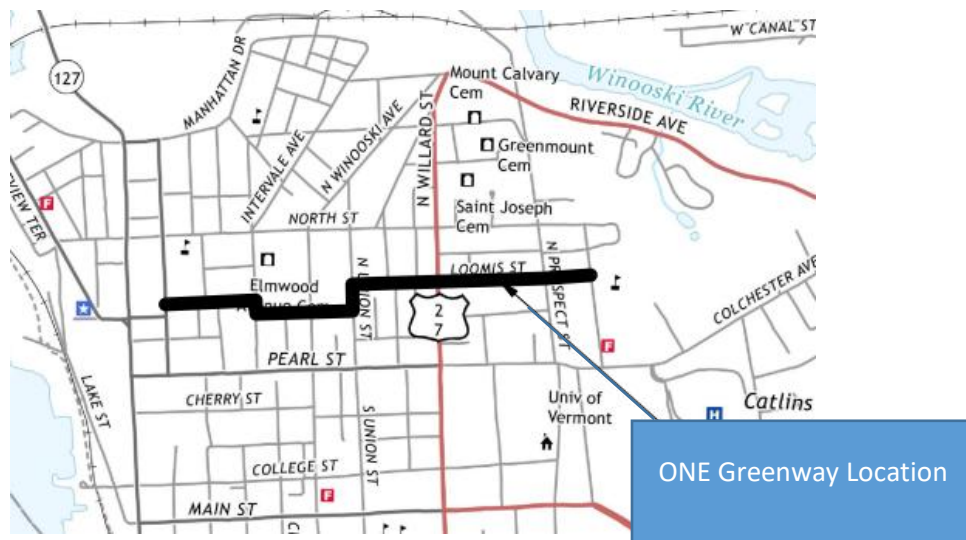


Figure 4: ONE Greenway Location

ADA Accessibility: This workplan will also include construction of Americans with Disability Act (ADA) accessible ramps and driveway apron reconstruction within the project area. These sections of sidewalk are in poor condition and may not fully meet ADA requirements. Improving these sections and associated crosswalks will better accommodate pedestrians and provide improved pedestrian connectivity throughout the City. This work will also enhance active transportation, traffic calming and stormwater infrastructure through the Old North End Greenway hardscape efforts.

Other significant pedestrian benefits: Opportunities for new crosswalks and configuration changes are evaluated and will be implemented where applicable to meet current standards. This project will improve safety and user experience, encourage and improve accessibility of alternative transportation, and enhance the connectivity throughout the City's sidewalk network, complying with the PlanBTV Walk-Bike Masterplan.

City Coordination

This workplan was coordinated with the paving and transportation project list and other large DPW capital projects. We have also coordinated with Water Resources directly, sharing our draft sidewalk work plan early on, to allow for the inspection and repairs of several catch basins within the scope of work for the sidewalk contract.

Public Engagement & More Information

Construction impacts are expected to be limited to the sidewalk area, with limited impacts to on-street parking and driveway access, and will not substantially impact vehicular traffic flow. The public will learn about this work from on-street greenbelt signage, front porch forum when possible and driveway signage for any direct impacts.

- All DPW construction projects can be found on our construction portal at [burlingtonvt.gov/construction](https://www.burlingtonvt.gov/construction). There is also a greater downtown detour map available for the public at that site.
- More project information can be found at: <https://www.burlingtonvt.gov/dpw/transportation/pedestrians>.

Funding

The funding for this work is proposed to come from the \$23.8 million 2022 Town Meeting Day voter approved general obligation bond. Within that approval is \$2.7 million over 3 years towards sidewalk replacement work. This year's sidewalk funding includes unspent bond revenue from the CY23 Sidewalk Contract (Bond Series 2023A) and unspent funds from CY24 for sidewalk work (Bond Series 2024A), laid out in Table 2. Additionally, the sidewalk and ONE Greenway funding breakdown is also shown in Table 3 for the contract amounts needed.

This contract was developed and bid in advance of the voter approval of the \$20 million dollar GO Bond. Annual mileage for sidewalk reconstruction is expected to increase next Fiscal Year when bond proceeds are approved during the City's annual budget process., DPW staff has a working list of sidewalks in need of repair that can be done through the use of these funds in future years, and will continue to increase replacement mileage to meet the sustainable goal of ~3 miles/year. For reference each year, the [City's Capital Planning Map](#) will continue to show those sidewalks that are in need of replacement.

Table 2: Sidewalk Carryforward Funding

Account	CY23 (Bond Series 2023A)	CY24 (Bond Series 2024A)	Total
800- Bond	\$ 127,439.42	\$ 600,000.00	\$ 727,439.42

Table 3: Sidewalk Replacement & ONE Greenway Budgets

	Funding Source	Contract	Contingency	Total
Sidewalk	800 – Bond	\$605,073.75	\$60,507.38 (10%)	\$665,581.13
ONE Greenway	VTrans Grant	\$ 68,180.00	\$ 6,820.00 (10%)	\$ 75,000.00
ONE Greenway	Transportation (Bond)	\$157,245.25	\$15,724.53 (10%)	\$172,969.78
ONE Greenway	Stormwater Program	\$ 15,505.00	\$ 2,325.75(15%)	\$ 17,830.75
ONE Greenway	ONE Greenway Total	\$240,930.25	\$ 24,870.28	\$265,800.53
Combined	Total Contract Cost	\$846,004.00	\$ 85,377.65	\$931,381.65

This proposed budget will be used to execute a contract with SDI to the maximum limiting amount of \$846,004.00 with an additional \$85,377.65 (~10%) in contingency, totaling \$931,381.65.

Thank you for your consideration of these requests. If you have any questions, please feel free to contact Christina Cangiolosi (ccangiolosi@burlingtonvt.gov, 802-923-9227) or Madeline Suender (msuender@burlingtonvt.gov, 802-735-5324).

Motions

Board of Finance:

1. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds, as described in the attached project budget, to a total of \$931,381.65 for the projected construction costs to complete the CY25 Sidewalk Reconstruction Program.
2. To approve and recommend that the City Council authorize the Public Works Director execute a construction contract for the Sidewalk Reconstruction Project with SD Ireland Brothers Corporation with a maximum limiting amount of \$846,004.00, subject to review and approval of the City Attorney and within existing project appropriations, and to take such further actions and to execute such further instruments approved as to form by the City Attorney as may be necessary or convenient to implement the transactions contemplated hereby.

City Council:

1. To authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds, as described in the attached project budget, to a total of \$931,381.65 for the projected construction costs to complete the CY25 Sidewalk Reconstruction Program.

2. To authorize the Public Works Director to execute a construction contract for the Sidewalk Reconstruction Project with SD Ireland Brothers Corporation with a maximum limiting amount of \$846,004.00, subject to review and approval of the City Attorney and within existing project appropriations, and to take such further actions and to execute such further instruments approved as to form by the City Attorney as may be necessary or convenient to implement the transactions contemplated hereby.

Board of Finance and City Council Submission Checklist

Department: Department of Public Works Submitter: Christina Cangioli
 Title/Subject: Authorization of Sidewalk Reconstruction Program Project Budget and Construction Contract

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	4/14/2025

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/8/2025	Chapin Spencer
Mayor's Office informed and approved memo	Yes	4/9/2025	Erin Jacobsen
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/7/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	4/8/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Authorization of Sidewalk Reconstruction Program Project Budget and Construction Contract
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	N/A	
Draft Resolution or Motion?	Yes	In Memo
If for submission to Council, are sponsors identified?	Yes	BOF



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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Post Office Box 849
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Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

FROM: Julia Ursaki, PE, Public Works Transportation Engineer
Phillip Peterson, PE, Senior Transportation Planner

DATE: April 14, 2025

CC: Chapin Spencer, Director of Public Works
Laura Wheelock, PE, Division Director of Technical Services/City Engineer
Corey Mims, PE, Senior Public Works Engineer
Seth Kuchenbecker, Stormwater Program Manager
Ashley Walenty, PE, Water Resources Engineer

RE: Rose St and Cedar St VTrans TAP Grant

Request

The Department of Public Works ("DPW") is requesting Board of Finance and City Council authorize the Director of Public Works to accept the Vermont Agency of Transportation (VTrans) Transportation Alternatives Program (TAP) and Municipal Highway Stormwater Mitigation Program (MHSMP) Grant ("the TAP grant") for transportation and stormwater improvements on Rose Street and Cedar Street. The total grant award is \$750,000 with 80% Federal Funds (\$600,000) and 20% Local Funds (\$150,000). The grant amount is a reimbursement grant resulting in the \$600,000 to be paid upfront by the City of Burlington and then reimbursed by VTrans, with a local match of \$150,000 in city funds for a total project budget of \$750,000.

The current VTrans process includes sending the Grant Projects Commitments Form as a first notification and commitment of the municipality for match funding of the project. This request will allow DPW to execute the Cooperative Agreement between the City and VTrans once it has been received.

Background

This project will reconstruct traffic calming features at Rose Street / Cedar Street to maintain slow

traffic movements on Rose Street and Cedar Street, mitigate standing water at the intersection, reduce the volume of stormwater entering the combined sewer overflow system, and address neighborhood concerns for transportation safety and stormwater management. The raised intersection, constructed in the late 1990s, will be removed. The quick-build curb extensions installed in 2023 will be removed and replaced with permanent, constructed curb extensions that reduce the amount of impervious surface in the area – with one serving as a bioretention system.

A subsurface infiltration system will be installed on Cedar Street, east of Rose Street, to reduce the volume of stormwater entering the combined sewer system upstream of the Main Wastewater Treatment Plant. This reduction will support broader efforts to decrease both the volume and frequency of combined stormwater overflow (CSO) discharges at the Main Wastewater Treatment Plant, leading to water quality improvements, including a reduction in phosphorus loading, in Burlington Bay. While CSOs at Main Plant are considered “treated” CSOs, the treatment focus is on the bacteria contained in a CSO and not on the phosphorus, so any reduction in CSO volume assists with phosphorus reductions.

Rose Street has a documented history of traffic-related safety challenges. In the late 1990's, Rose Street was identified as a priority location for traffic calming to reduce traffic speeds and redirect cut-through traffic. The original traffic calming structures have mitigated traffic speeds, but the chosen materials have created other issues. The surface material is known to be slippery and noncompliant for ADA access. A fatal crash occurred in June 2020, and the crash report identified the raised intersection geometry and surface material as potentially contributing factors to the crash. This project will adjust the intersection geometry and improve the surface material by constructing curb extensions and removing the raised intersection.

This project is a collaboration between the City's stormwater, paving, and transportation teams to make improvements to a neighborhood street in the Old North End. These teams had separately identified Cedar Street as a priority for paving, stormwater infiltration, and traffic calming upgrades at the Rose Street intersection, and this TAP grant will tie the projects together, gaining efficiencies by coordinating construction.

Funding

The funding for this project comes from VTrans TAP grant and the local City funded match will come from Transportation funds and the Stormwater program Capital funds:

- VTrans is providing \$600,000 (Federal)
- Local Match \$150,000
 - o Transportation is providing \$66,200 for traffic calming items (this is within funds previously allocated to Transportation by the Capital Committee)
 - o Street Capital is providing \$20,000 for paving items from FY26 funds
 - o Stormwater Program (245-19-000.9500_110) is providing \$63,800 for stormwater infiltration items

The total project budget is \$750,000.

An Equal Opportunity Employer

This material is available in alternative formats for persons with disabilities. To request an accommodation, please call 802.863.9094 (voice) or 802.863.0450 (TTY).

Professional Design Consultant Procurement

DPW seeks to make use of the VTrans At-the-Ready program for consultant procurement for this project. This program allows a selection committee of City and VTrans staff to review consultant qualifications that have already been solicited and evaluated by VTrans for consultants who are qualified in stormwater design, transportation design, and public outreach. The selection committee determines which consultant is most qualified to work on the project and sends them a request for proposal, then negotiates a scope and fee. DPW requests approval to procure the design consultant for this project using this At-the-Ready program. Approval of the consultant contract will follow the City of Burlington procurement limits for authorization to the Board of Finance and/or City Council.

Attachments

1. Grant Project Commitments Form from the Vermont Agency of Transportation

MotionsActions for Board of Finance:

1. To approve and recommend that the City Council authorize the Director of Public Works to execute the Project Commitments Form from the Vermont Agency of Transportation for Rose St / Cedar St Improvements, obligating the City to commit a local match of \$150,000, for a total project budget of \$750,000 in furtherance of accepting a reimbursable grant amount up to \$600,000, and to take such further actions and execute such further instruments as may be necessary or convenient to implement the project within existing project appropriations, subject to review and approval by the City Attorney's Office.
2. To approve and recommend that the City Council authorize the Chief Administrative Offices, or her designee, to effectuate necessary budget amendments and transfers of funds to create the project budget(s) of \$750,000 for the Rose St / Cedar St Improvements.
3. To approve and recommend that the City Council approve the use of the VTrans At-the-Ready program for Professional Design Consultant Procurement.

Actions for City Council:

1. To authorize the Director of Public Works to execute the Project Commitments Form from the Vermont Agency of Transportation for Rose St / Cedar St Improvements, obligating the City to commit a local match of \$150,000, for a total project budget of \$750,000 in furtherance of accepting a reimbursable grant amount up to \$600,000, and to take such further actions and execute such further instruments as may be necessary or convenient to implement the project within existing project appropriations, subject to review and approval by the City Attorney's Office.
2. To authorize the Chief Administrative Offices, or her designee, to effectuate necessary budget amendments and transfers of funds to create the project budget(s) of \$750,000 for the Rose St / Cedar St Improvements

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3. To approve the use of the VTrans At-the-Ready program for Professional Design Consultant Procurement.

**Vermont Agency of Transportation
Municipal Assistance Bureau
Grant Recipient
Project Commitments Form (PCF)**

Grant Recipient (*Grantee*): _____

Project Name _____

Name of full-time Municipal employee in *Responsible Charge* of this project regardless of any additional contracted management services: _____

By signing at the bottom of this document, the *Grantee* agrees to the following:

1. We acknowledge that we are responsible for providing the local share of the project funding and commit to doing so.
2. We are ready to move forward with this project and will sign the grant agreement within one month of receiving it from the State of Vermont Agency of Transportation (VTrans).
3. Within 2 months of receiving a fully executed grant agreement from VTrans, we will begin the procurement process for contracted services (i.e. project management and/or engineering.) If both of these services will be procured, the RFP/RFQ for design services must be advertised within one month of the selection of the Municipal Project Manager (MPM).
4. The *Grantee* shall obtain a detailed proposed schedule from the design consultant, which indicates the time duration for key steps which advance the project to contract plans and bid documents within 1 month of the design contract being executed. Municipal Assistance Bureau staff members will review and verify that adequate timeframes are included for VTrans reviews and required project milestones. We agree to work with VTrans to develop a mutually-agreeable initial baseline project schedule, against which project progress will be evaluated.
5. We will submit reports at least quarterly that detail project progress, as compared to the baseline schedule. We will notify the VTrans project supervisor of any proposed changes to the baseline schedule in a timely manner. These will be discussed and reviewed. Impacts to key milestones resulting from an approved schedule change will be identified and discussed.
6. Project invoices requesting reimbursement for eligible expenses will be submitted at least quarterly, but may be submitted monthly.
7. We understand that a copy of this PCF will be appended to the grant agreement.

Authorized municipal official (Name and Signature)

Date

Board of Finance and City Council Submission Checklist

Department: Department of Public Works Submitter: Julia Ursaki

Title/Subject: Rose St and Cedar St VTrans TAP Grant

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	4/14/2025

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/8/2025	Chapin Spencer
Mayor's Office informed and approved memo	Yes	4/9/2025	Erin Jacobsen
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/8/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	4/10/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



MEMORANDUM

TO: Board of Finance / City Council

FROM: Ashley Walenty, PE DPW Water Resources Engineer
Megan Moir, DPW Water Resources Division Director

CC: Chapin Spencer, DPW Director
Cindi Wight, BPRW Director

DATE: April 14, 2025

RE: Cambrian Rise Stormwater Offset Project MOU Approval

REQUEST

The Department of Public Works ("DPW") Water Resources Division ("WRD") and the Parks, Recreation, and Waterfront ("PR&W") Department seek authorization to execute the Memorandum of Understanding and Agreement ("MOU") with BC Community Housing ("BCCH") for the purpose of constructing a stormwater offset project within PR&W's property.

Project Summary

BCCH is currently constructing their planned community property development project called Cambrian Rise located at 351-375 North Avenue. As part of this development new sanitary sewer flows will be introduced to the WRD's combined sewer collection system in North Avenue. WRD has indicated that this area of the collection system has known capacity constraints. WRD's CSO Offset Policy dictates that developments that propose to significantly increase the sanitary sewer flows in either the Main Wastewater Treatment Plant ("WWTP") collection system or anywhere upstream of a Combined Sewer Overflow ("CSO") offset their sanitary sewer contribution with off-site stormwater reductions. The offset project was included as a condition of BCCH's Development Review Board permit.

BCCH designed a stormwater infiltration system that collects stormwater from North Avenue that would otherwise be entering the combined sewer system and infiltrates stormwater back into the groundwater table ("Offset Project"). Early iterations of the design for this system showed that there was an opportunity to capture more stormwater than required for the BCCH project under the combined sewer offset policy – thus providing an opportunity for WRD to partner with BCCH to further improve WRD's combined sewer stormwater reduction goals. The Lakeside Cemetery located at 455 North Avenue, a property which is owned by PR&W, was identified as the best location to construct the Offset Project. In total the project is estimated to reduce flows to the North Avenue combined sewer main by 5.73 cubic feet per second during a 10-yr,

24 hour design storm. In consideration of the usage of the Lakeside Cemetery, BCCH has agreed to provide, at its cost, additional surface restoration of the PR&W's driveway.

BCCH, WRD and PR&W ("Parties") have drafted an agreement to detail the intent for the construction of the Offset Project as described in the MOU. This agreement among the Parties enables hundreds of units of new housing to be built in this location while mitigating capacity constraints in the area's combined sewer system.

PROJECT COST AND FUNDING SUMMARY:

BCCH will fund the contractor procurement and construction the Offset Project in accordance with the project plans. Following the completion of construction and assuming all requirements per the MOU are provided, WRD will reimburse BCCH for 54.83% of the construction costs up to \$275,000 in cost-share. This cost share amount was based on assigning construction costs proportional to the amount of flow required for the BCCH offset, with the remainder being borne by the City as a public benefit.

Funding for the WRD portion of the Offset Project will come from use of Stormwater Fund to be programmed in a dedicated "North Ave Combined Sewer Reduction" project budget in Stormwater Capital Fund 863. At the end of FY24 the Stormwater Fund (245) had \$2.36M of cash on hand. Taking into account all approved use of fund balance to date, including this request, the stormwater fund is projected to have 273 days of cash on hand remaining by the end of FY25.

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 that the City Council authorize Chapin Spencer, the Director of Public Works, and Cindi Wight, the Director of the Department of Parks, Recreation and Waterfront to execute the Cambrian Rise Memorandum of Understanding and Agreement ("MOU") with BC Community Housing ("BCCH") and to authorize the Mayor to take such further actions and to execute such further instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the transactions contemplated hereby for the purpose of constructing a stormwater offset project within PR&W's property provided that all these authorizations are contingent on the contract and any amendment thereto having the prior approval of the City Attorney and Chief Administrative Officer.

2. To approve and recommend that the City Council authorize the Chief Administrative Officer, or her designee, to approve use of up to \$275,000 of Fund 245 fund balance and to effectuate necessary budget amendments and transfers of funds to create the project budget of \$275K for the North Ave Combined Sewer Reduction” project.

City Council Actions:

1. To authorize Chapin Spencer, the Director of Public Works, and Cindi Wight, the Director of the Department of Parks, Recreation and Waterfront to execute the Cambrian Rise Memorandum of Understanding and Agreement (“MOU”) with BC Community Housing (“BCCH”) and to authorize the Mayor to take such further actions and to execute such further instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the transactions contemplated hereby for the purpose of constructing a stormwater offset project within PR&W’s property provided that all these authorizations are contingent on the contract and any amendment thereto having the prior approval of the City Attorney and Chief Administrative Officer.
2. To authorize the Chief Administrative Officer, or her designee, to approve use of up to \$275,000 of Fund 245 fund balance and to effectuate necessary budget amendments and transfers of funds to create the project budget of \$275K for the North Ave Combined Sewer Reduction” project.

Thank you for your consideration of this request.

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT (“Agreement”) is entered into as of the ____ day of April, 2025 (the “Execution Date”), by and between the City of Burlington, a Vermont municipal corporation (the “City”), acting by and through its Department of Parks, Recreation and Waterfront (“PR&W”) and its Department of Public Works Water Resources Division (“DPW-WR”) and BC Community Housing, LLC, a Vermont limited liability company (“BCCH”), and their respective successors and assigns (hereafter, PR&W, DPW-WR and BCCH may be collectively referred to as the “Parties”).

RECITALS

WHEREAS, BCCH is constructing their planned community property development (“Cambrian Rise”) located at 351-375 North Avenue in the City; and

WHEREAS, the City’s combined sewer collection system has capacity constraints that must be considered when planning for significant increases to wastewater connections; and

WHEREAS, BCCH is projected to increase wastewater flows to the City’s collection system by at least 170,000 gallons by the completion of the Cambrian Rise development project; and

WHEREAS, in accordance with the DPW-WR’s CSO Offset Policy to offset the total increase in wastewater flow to the combined sewer system BCCH is required to implement off-site stormwater reductions (“Offset Project”); and

WHEREAS, BCCH requested to connect portions of their wastewater flow to the City’s combined sewer collection system prior to the construction of the Offset Project; and

WHEREAS, the DPW-WR can allow the connection of some portion of the total wastewater from the Cambrian Rise project, if certain conditions are met; and

WHEREAS, BCCH has designed a stormwater infiltration system which collects stormwater runoff from North Avenue and infiltrates up to the 10-year, 24-hour storm and which exceeds the reductions required for the Cambrian Rise development project; and

WHEREAS, the system DPW-WR has identified this as a cost-effective opportunity to partner on a project that achieves further stormwater reductions beyond those needed by the BCCH project in support of the City’s combined sewer stormwater reduction goals; and

WHEREAS, DPW-WR and BCCH have identified Lakeview Cemetery as the best location for BCCH to construct underground stormwater infiltration tanks to infiltrate stormwater runoff from North Avenue and to reduce stormwater contributions to the combined sewer system; and

WHEREAS, the City, through PR&W, owns Lakeview Cemetery, 455 North Ave; and

WHEREAS, there is no direct benefit to Lakeview Cemetery or PR&W from the underground stormwater infiltration units; and

WHEREAS, the use of the Lakeview Cemetery property reduces construction and long-term costs of the Offset Project; and

WHEREAS, in consideration for the use of the Lakeview Cemetery property, BCCH desires to construct surface improvements that benefit Lakeview Cemetery and that reduce costs to the City's taxpayers; and

WHEREAS, the City desires to accept said improvements in consideration for the use of its property;

NOW THEREFORE, for good and valuable consideration and mutual promises and obligations taken by each, and intending to be bound hereby, the Parties agree as follows:

1. Preliminary Wastewater Connection

- a. The City will accept sanitary sewer flow from Building C (9,660 gpd) and Building M (22,155 gpd) of the Cambrian Rise condominium as depicted in the project plat recorded in the City of Burlington Land Records in map slide 535D ("Plat") and as described in the Declaration of Condominium recorded in Volume 1393, page 122 in the City's Land Records, via the Pump Station prior to the construction of the Offset Project, provided that flow monitoring equipment is installed, prior to the connection of the Pump Station and operation, in accordance with this MOU.
- b. BCCH will not connect any other wastewater flow to the City's sewer system until the Offset Project is constructed and in service.

2. Flow Monitoring

- a. In consideration of the City's participation in the Offset Project and acceptance of BCCH's flows, BCCH will install manhole monitoring equipment in the receiving manhole for the Cambrian Rise's sanitary sewer flows, SM-1103, and will configure and operate the Cambrian Rise pump station (the "Pump Station") in accordance with the following performance requirements for the period of its ownership:
 - i. The manhole monitoring equipment and flow control system shall trigger the Pump Station to turn off operation when the City's gravity pipe system reaches 75% capacity as monitored in SM-1103 and to store flow in the Pump Station storage tanks.
 - ii. The Pump Station shall remain offline until flows recede in the City's collection system, at which time the Pump Station may resume normal operation.
 - iii. The system shall be configured to notify the property manager and their contracted sewage hauling contractor when the Pump Station storage tanks hit a storage level that allows for sufficient time for the contractor to respond without risking a discharge from the system.
 - iv. Flow monitoring equipment shall be tested in the presence of DPW-WR staff to ensure operation in accordance with the Flow Monitoring section herein

- v. An installation and testing certification shall be signed by BCCH and DPW-WR prior to connection of the flow.
- b. If the City determines that the flow monitoring system meets the foregoing performance requirements, then DPW-WR will assume ownership of the flow monitoring equipment and any monitoring contracts upon acceptance of the Street Right of Way for the streets in which Pump Station and collection system infrastructure exist, known as West Road and South Road as shown on the Plat, and which ownership shall be noted of record in connection with the acceptance of the Street Right of Way.

3. Offset Project

- a. BCCH will submit final plans and basis of design documentation related to the Offset Project to DPW-WR for review prior to bidding for construction. Bid documents shall require the contractor to provide one hundred percent (100%) payment and performance bonds from a surety licensed in the State of Vermont, which shall name the City as a beneficiary in addition to the requirements set forth in Section 4 herein.
- b. BCCH will share the bid cost with DPW-WR prior to awarding the bid to confirm funding availability for the DPW-WR portion of the Offset Project.
- c. BCCH shall not be permitted to commence any construction activities for the Offset Project until DPW-WR shall have approved the Construction Documents, which approval will not be unreasonably withheld or delayed.
- d. BCCH will submit an installation certification and as-builts prepared by a licensed PE to DPW-WR verifying that the system was constructed per the final approved plans.
- e. Upon receipt of items in 3d above, DPW-WR will reimburse BCCH for costs to construct the portion of the project above those required by BCCH to achieve a 2.588 cubic foot per second (cfs) flow reduction during the 10-year, 24-hour storm. DPW-WR will reimburse up to 54.83% of the construction costs, up to \$275,000. In the event that BCCH development requests additional wastewater flow capacity, the percentage for the cost-share will be adjusted accordingly. Cost-share above \$275,000 will require an amendment to this MOU.
- f. BCCH must operate and maintain the Offset Project for a 1-year warranty period. Alternatively, DPW-WR will operate the project provided that the warranty obligation is secured in a manner reasonably acceptable to the City through a bond from a surety licensed in the State of Vermont, letter of credit from an investment-grade bank, insured certificate of deposit, or other reasonable security. Said security shall not be released without the City's written certification that the Offset Project is clean and is operating as designed and that no defects are present. Following the 1-year warranty period, BCCH shall submit a stormwater inspection report certifying that the Offset Project stormwater infiltration system is operating as designed and provide records of stormwater maintenance conducted.
- g. The Parties agree that at the acceptance of the stormwater inspection report and acceptance of the 1-year warranty period of the infrastructure and associated systems as further described as the Offset Project, all stormwater infrastructure and associated systems installed upon the premises described in the plans on file with DPW, shall become the property of DPW-WR including maintenance and long-term asset management of the stormwater infrastructure, and BCCH shall relinquish any

ownership interest in the same. PR&W and/or their designee shall be responsible for general maintenance. BCCH agrees that in the event of a failure and/or in the event that repairs become necessary due to BCCH's negligence during the design and installation process, BCCH agrees and accepts that all costs associated with such shall be borne by it.

4. Lakeview Cemetery Improvements

- a. The Parties agree that the Offset Project will include the improvements to the Lakeview Cemetery property in consideration of using the site for the construction of subsurface infiltration systems, as depicted in the plans on file with DPW. Any changes to said plans shall require the City's review and approval, subject to the City's reasonable discretion.
- b. BCCH will construct the Offset Project to minimize impacts on the use of the Lakeview office during construction.
- c. In consideration of the right to access PR&W's City property, BCCH agrees as follows:
 - i. It shall accept the condition of City property AS-IS, WITH ALL FAULTS.
 - ii. It shall repair any damage to City property to as close as reasonably possible to its condition prior to any damage caused by BCCH or its agents, employees, or contractors and their subcontractors at any tier.
 - iii. To the extent any damage cannot be repaired to its prior condition, it will compensate the City to the extent of the loss.
 - iv. It shall hold harmless, indemnify, and defend the City and its officers, agents, and employees as set forth in Exhibit C-1.
 - v. It shall provide insurance in minimum amounts as set forth in Exhibit C-1, hereto.
 - vi. It shall require its contractor and the contractor's subcontractors at every tier to meet the foregoing requirements.
 - vii. It shall obtain from the contractor one hundred percent (100%) payment and performance bonds from a Vermont licensed surety, which shall name the City as a beneficiary thereof.
- d. BCCH will coordinate all aspects of the construction activities as noted in the approved plans on file with DPW.
- e. BCCH will bid out their portion of the work to allow for a 2025 completion of the project in accordance and compliance with the City's spending and procurement policies.
- f. Weekly, throughout the construction process, BCCH and BCCH's general contractor shall invite PR&W and its agents to attend construction meetings, and shall afford PR&W and its agents with full and complete access to the work so that PR&W and its agents have the opportunity to effectively inspect the work during business hours and before work is covered to determine whether it is being constructed in accordance with the approved plans and specifications.
- g. BCCH and DPW-WR shall cover all costs associated with the installation of the stormwater infiltration system along with covering all excavation, paving and landscaping costs associated with the Lakeview Cemetery improvements as noted in the plans on file with DPW.

- h. PR&W is not entitled to seek reimbursement from BCCH or DPW-WR for costs associated with PR&W staff participating in the design and construction of the Paved Path.
- i. BCCH and DPW-WR warrants to PR&W that all systems and associated infrastructure shall be designed and installed in accordance and compliance with professional standards. BCCH warrants that all systems are good in working order and expressly warrants against defects of any kind or nature. Within the aforementioned 1-year warranty period, BCCH shall be liable to PR&W for all costs and damages, direct or indirect, arising from BCCH's design or installation of the infrastructure and associated systems.
- j. The Parties agree that, as of the Execution Date, BCCH, and their respective agents and employees, shall have the right to enter the Cemetery for purposes of producing the Construction Documents. After the Parties shall have agreed on the Construction Documents but prior to constructing the improvements, PR&W will grant BCCH and its contractors a temporary construction easement to enter upon the Cemetery for the purpose of constructing the improvements, which shall include additional terms and conditions typical of projects in which a third party constructs municipal infrastructure. A copy of such temporary construction easement is incorporated as part of this Agreement and appended as Exhibit B.

5. Designated Representatives.

Eric Farrell shall be BCCH's designated representative.

Cindi Wight shall be PR&W's designated representative.

Ashley Walenty and Megan Moir shall be the DPW-WR's designated representatives.

The Parties may change designated representatives by notice.

6. Resolution of Disagreement Between the Parties.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, the breach thereof, the Parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If the dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation in accordance with the laws of the State of Vermont, as a condition precedent to arbitration or the institution of legal proceedings by either party. Requests for mediation shall be filed in writing with the other party. The Parties shall share the mediator's fee and any filing fees equally. The mediator shall be chosen by agreement of the Parties, and in the event the Parties cannot agree on a mediator, then the Parties shall serially exchange lists of three acceptable mediators, and the first person to appear on both lists shall be selected as the sole mediator of the dispute. The Parties and mediator shall schedule the mediation to be held within 60 calendar days of the negotiation meeting. The mediation shall be held in Chittenden County, Vermont, unless another location is mutually agreed upon.

If the Parties fail to resolve the dispute through mediation, then (1) if the Parties agree to arbitrate the dispute they shall submit the matter to binding arbitration by a single arbitrator, or (2) a party may seek an adjudicated resolution through a court of competent jurisdiction. The Parties consent to the inclusion in any mediation, arbitration, or litigation (by consolidation, joinder, or any other manner) third parties substantially involved in a question of law or fact common to a dispute between the Parties under this Agreement. This paragraph of dispute resolution provisions shall survive expiration or termination of this Agreement.

During any period in which the parties are attempting to resolve their dispute through negotiated settlement or mediation, any applicable statute of limitations shall toll. Nothing in this section shall bar either party from seeking emergency relief from a court of competent jurisdiction without first attempting in good faith to resolve the parties dispute informally.

7. Notices

Any notice required to be given by the terms of this Agreement shall be in writing, and if mailed, deemed received three (3) days after deposit in the United States Mail, sent by first class, postage prepaid, if sent by Federal Express or nationally recognized overnight courier, the next business day, addressed as follows:

If to BCCH:	BC Community Housing, LLC Attn: Eric Farrell P.O. Box 1335 Burlington, VT 05402-1335 efarrell@farrellpropertiesvt.com
With a copy to:	Judith L. Zullo, Esq. Doremus Kantor & Zullo 346 Shelburne Road, Ste. 603 P.O. Box 445 Burlington, VT 05402-0445 jzullo@dkzlegal.com
If to PR&W:	City of Burlington Dept. of Parks, Recreation and Waterfront Attn: Cindi Wight, Director 645 Pine Street Burlington, VT 05401 cwight@burlingtonvt.gov
If to DPW:	City of Burlington Dept. of Public Works Water Resources Attn: Megan Moir 235 Penny Lane Burlington, VT 05401

mmoir@burlingtonvt.gov

With a copy to: City Attorney
City of Burlington Attorney's Office
149 Church Street
Burlington, VT 05401
city_attorneys@burlingtonvt.gov

or to such other address as a Party may provide by giving notice as set forth herein. Email addresses provided herein are for convenience only and email notices shall not be effective unless acknowledged by the receiving Party. Copies of any notice to counsel listed above is for convenience only and shall not be effective notice under this Agreement.

8. Disclaimer

Nothing contained herein is intended to supersede, modify or otherwise alter the Development Agreement or any other agreements entered into between BCCH and the City.

9. Miscellaneous

a. Amendment. This Agreement may not be amended except by an instrument in writing signed by the Parties, and no claimed amendment, modification, termination or waiver shall be binding unless in writing and signed by the party against whom such claimed amendment, modification, termination or waiver is sought to be enforced

b. Succession. This Agreement shall be binding upon the heirs, administrators, executors, successors and permitted assigns of the Parties hereto.

c. Governing Law; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Vermont, notwithstanding conflicts of law principles. Venue for any dispute arising from this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any law to the contrary.

d. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall continue in force and effect to the extent necessary to effectuate the original intent of the parties as closely as possible.

e. Interpretation. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements with respect to the same, whether written, oral, or implied. There are no third-party intended beneficiaries of this Agreement. This Agreement shall not be construed against its drafter. No assignment or amendment to this Agreement shall be valid unless in writing and, in case of an amendment, executed by both parties. No waiver shall be valid unless in writing, notwithstanding the passage of time, and no waiver shall constitute a continuing waiver of the same or another provision.

f. Agreement Documents; Recitals. The Agreement documents listed following the signatures below are incorporated herein by this reference. In case of any conflict between any standard condition and this Agreement, this Agreement shall control. The Recitals above are true and correct and are incorporated herein by this reference.

g. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be treated for all purposes as an original. A signed copy of this Agreement, a facsimile copy of this Agreement or a digitally signed copy of this Agreement may be treated for all purposes as an original.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized agents, have executed this Agreement as of the date set forth above.

CITY OF BURLINGTON

By: Department of Parks, Recreation
and Waterfront

By: _____
Cindi Wight, Director

CITY OF BURLINGTON

By: Department of Public Works

By: _____
Chapin Spencer, Director

BC COMMUNITY HOUSING, LLC

By: EF Farrell, LLC, General Member

By: _____
Eric F. Farrell, Sole Member of
EF Farrell, LLC

LIST OF EXHIBITS for MOU Related to Coordination of work at Cemetery Office

- Exhibit A: BCCH's scope of work
- Exhibit B: Temporary construction easement dated [DATE]
- Exhibit C: Standard Contractor Conditions
- Exhibit D: BCCH's certificate of insurance

TEMPORARY CONSTRUCTION EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF BURLINGTON, VERMONT, a Municipal Corporation (“Grantor”) does hereby grant to the undersigned grantee and its contractors (“Grantee”) a **TEMPORARY EASEMENT** for the purpose of construction of that certain “Offset Project” described in the Memorandum of Understanding & Agreement (“Offset Project Agreement”) between the parties dated as of _____, 2025, and recorded in the Land Records of the City of Burlington on _____, 2025, at Volume No. _____, beginning at Page No. _____.

Grantor’s lands hereby made subject to said easement are more particularly described as the parcel of land commonly known as Lakeview Cemetery, to which the Offset Project Agreement relates, having a street address of 455 North Avenue, Burlington, Vermont, having an area of approximately forty-three (43) acres, more or less, Parcel No. 038-1-002-000, School Property Account No. 114-035-13621.

Said easement shall include the right of ingress and egress to, upon, and over said land at all times, to construct said Offset Project according to the approved plans and specifications on-file with Grantor’s Department of Public Works, subject to all terms and conditions of the Offset Project Agreement, including for protecting and restoring the premises, for acceptance of the premises AS-IS, and for indemnification and defense of Grantor. The premises are a cemetery, and Grantee shall exercise best efforts to protect and avoid impacts to gravesites, and shall repair any and all damage to the premises to the same conditions that existed prior thereto.

The Temporary Easement shall terminate at the earlier of either conclusion of construction or the termination of the Offset Project Agreement.

* * * Signatures on following page. * * *

TEMPORARY CONSTRUCTION EASEMENT

Dated at Burlington, Vermont this _____ day of _____, 2025

GRANTOR

BY Emma Mulvaney-Stanak, Mayor

Signature

STATE OF VERMONT)
)ss
COUNTY OF CHITTENDEN)

On this _____ day of _____, 2025, before me personally appeared Emma Mulvaney-Stanak to me known to be the individual described and who executed the foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2025.

Notary Public in and for the State of Vermont, residing in _____.

My commission expires _____.

GRANTEE

BY _____
Authorized Agent

Signature

STATE OF VERMONT)
)ss
COUNTY OF CHITTENDEN)

On this _____ day of _____, 2025, before me personally appeared _____ to me known to be the individual described and who executed the foregoing instrument and acknowledged that she/he/they signed the same as her/his/their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 2025.

Notary Public in and for the State of Vermont, residing in _____.

My commission expires _____.

Board of Finance and City Council Submission ChecklistDepartment: DPW-Water Resources Submitter: Ashley Walenty/Megan MoirTitle/Subject: Cambrian Rise Stormwater Offset Project MOU Approval

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	Click or tap to enter a date.
☒	Concurrent	4/14/2025

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/7/2025	Chapin Spencer
Mayor's Office informed and approved memo	Yes	4/9/2025	Erin Jacobsen
Board/Commission, if required			
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	4/1/2025	Erik Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/8/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	4/8/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	
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	MOU
Additional Materials, if necessary	Yes	Temporary Construction Easement
Draft Resolution or Motion?	N/A	
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

MEMO

To: Board of Finance
 From: Cindi Wight, Director
 Deryk Roach, Parks & Central Facilities Division Director
 Steve Bachand, Cemetery & Grounds Manager
 Date: April 14, 2025
 Re: Creation of a cemetery reserve fund

Executive Summary

Parks, Recreation & Waterfront is requesting:

- Approval of a cemetery reserve fund

Background

Our cemetery program is within the Parks Division of BPRW, and we maintain three cemeteries. Two cemeteries are inactive, and one (Lakeview) is active. While Lakeview brings in revenue, it does not cover all the costs of running the cemetery program, as two cemeteries are inactive. One additional source of revenue for the cemetery program is the income from the Perpetual Care fund. The Cemetery Commission has designated that income to support seasonal staff to ensure we maintain good mowing and trimming standards at all three cemeteries.

To help support the cost of replacing equipment that we need with full burials, the Cemetery team, with approval from the Cemetery Commission, proposed adding a \$51 fee to all full burials. The staff came up with a specific amount based on the average number of full burials per year and the replacement schedule of the items they currently need and will continue to need to be replaced.

- Lowering equipment
- Artificial greens
- Boards
- Funeral Tent

Replacement schedule

Below is the replacement schedule for the items noted above.

Item	Cost	Replacement schedule	Average annual full burials	Cost per burial
Lowering equipment	\$ 4,870.00	10	30	\$ 16.23
Artificial greens	\$ 1,185.00	5	30	\$ 7.90
Boards	\$ 220.00	3	30	\$ 2.44
Funeral Tent	\$ 3,650.00	5	30	\$ 24.33
Total				\$ 50.91/burial

The Cemetery team will review the assumptions annually (cost of equipment, type of equipment and average number of burials) and adjust the fee as needed with approval from the Cemetery Commission.

Appendix A is the Cemetery Reserve Fund Policy



Motions

Board of Finance

To approve and recommend that the City Council approve the creation of a reserve fund for replacing equipment needed for full burials with the burial rate set annually by the Cemetery Commission, subject to the review and approval of the Chief Administrative Officer or designee.

City Council

To approve and authorize the creation of a reserve fund for replacing equipment needed for full burials with the burial rate set annually by the Cemetery Commission, subject to the review and approval of the Chief Administrative Officer or designee.



Appendix A

Cemetery Reserve Fund Policy

Policy No. 200-09	Title: Cemetery Reserve Fund Policy	
Date Reviewed by Commission: n/a Date Approved: 4/7/25		Last Reviewed:
Ordinance Code / Regulation: n/s		Other Reference:
Purpose & Need: The Cemetery Reserve Fund is established to ensure the sustainable replacement of equipment and materials used in full burials. This fund will provide financial resources dedicated exclusively to covering the replacement costs of necessary supplies and equipment associated with full burial services.		

Funding Source

A fee of **\$51.00** will be charged in addition to the standard full burial fee. All revenue collected from this additional charge will be allocated directly to the Cemetery Reserve Fund.

Authorized Use of Funds

Funds from the Cemetery Reserve Fund may only be used for the purchase of equipment and supplies utilized for full burials and Current allowable expenses include:

- Replacement of lowering devices, artificial greens, device straps, tents, folding chairs and other burial-related materials.

The approved motion for the creation of the reserve fund allows the list of items to change as needs change but the fee would need to reflect the cost of replacement, can only be equipment connected to full burials and must be approved by annually by the Cemetery Commission.

Additional equipment needs utilized for full burials to keep in mind for the future include:

- Equipment directly used for full burial operations including but not limited to trucks, excavators and locating devices.

Approval Process

All expenditures from the Cemetery Reserve Fund must be approved by the Cemetery Superintendent, subject to those approval thresholds and requirements in the City's procurement policy. The



Superintendent will be responsible for verifying that requested expenditures align with the intended purpose of the fund. No funds shall be used for general cemetery maintenance, administrative costs, or non-burial-related expenses.

Annual Review

The fee shall be reviewed annually to ensure it accurately reflects the current cost of materials, equipment replacements and average number of burials. Any recommended adjustments must be documented and presented for approval to the Cemetery Commission.

Reporting and Accountability

The Cemetery Superintendent shall maintain accurate records of all deposits into and expenditures from the Cemetery Reserve Fund. A report on fund activity, including a summary of purchases and the fund balance, will be provided annually to the Cemetery Commission.

Board of Finance and City Council Submission Checklist

Department: BPRW Submitter: Cindi Wight

Title/Subject: Cemetery Reserve Fund

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	
☒	Concurrent	4/14/25

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/4/25	Cindi Wight
Mayor's Office informed and approved memo	Yes	4/9/25	Erin 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, -Identify attorney in note	N/A	Click or tap to enter a date.	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/8/25	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	4/8/25	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	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

Department of Permitting & Inspections

Zoning Division
645 Pine Street
Burlington, VT 05401
Telephone: (802) 865-7188

William Ward, Director
Scott Gustin, AICP, CFM, Principal Planner
Mary O'Neil, AICP, Principal Planner
Garret King, Associate Planner
Joseph Cava, Permit Technician
Steve Cormier, Code Compliance Officer
vacant, Division Administrator



TO: Board of Finance & City Council
FROM: Scott Gustin, Principal Planner
CC: Chapin Spencer, DPW Director
Corey Mims, DPW Technical Services Senior Public Works Engineer
Mary Bourque, DPW Water Resources Public Works Engineer
DATE: April 14, 2025
RE: FEMA Hazard Mitigation Grant Application, 505 Riverside Avenue

Request

Approve pursuit of a Hazard Mitigation Grant Program (HMGP) application for the property located at 505 Riverside Avenue.

Background

The slope along Riverside Avenue down to the Winooski River has a history of slides, including a moderate slide most recently in 2019. The property at 505 Riverside Avenue contains a significant stretch of slope that is showing signs of instability. The property owners are interested in pursuing a buy-out via the HMGP process that would result in conversion of the property to green space.

The property at 505 Riverside Avenue contains a small commercial building and parking area located atop an unstable, over-steepened slope with significant non-native fill material. Assessments of the site in July and October 2024 by the VT Geological Survey showed slumping and soil creep, a cracked and tilted exterior wall of the building, and deformed and leaning trees on the property. The November 2024 report found that the slope appears to be at imminent risk of failure. Here is the key section of the State's evaluation:

Based on the extensive history of filling and oversteepening of slopes along Riverside Avenue that dates nearly 100 years, the well-documented history of general slope instability and failure associated with these slopes, and evidence of instability specific to the Parcel described above, the Parcel is at imminent risk of failure. Hydrologic events including the heavy precipitation events during the fall of 2019 and summers of 2023 and 2024 are common triggers for slope failure and pose an additional threat to stability at the Parcel. It is also important to note that the landscape position of the Parcel matches sites of past catastrophic failure, albeit the separation by parcel boundaries. Under the current site conditions, stabilizing slope materials presents unique challenges and may not prevent future failure. To prioritize the safety of the current occupants and restrict further development at this hazardous location, we strongly recommend a buyout at 505 Riverside Avenue.

In addition to the 2024 assessments of this property, the City conducted a more extensive assessment of the slope along the length of Riverside Avenue in 2019 and showed evidence of active slope movement along several segments, including the area containing the subject property.

The property was used as a fueling station in the past and has petroleum contamination. Assessment and cleanup is covered under the Petroleum Cleanup Fund up to \$1M. The City is eligible to enroll in the State's Brownfields Reuse and Environmental Liability Limitation Program (BRELLA) to mitigate liability associated with soil contaminants beyond petroleum if any are found. City Staff are planning to submit a BRELLA application should this buy-out advance.

If the HMGP grant application is approved, the project will include demolition of the building and parking area, conversion to green space, and acquisition by the city. No City funds are expected to be used in this project. 90% of the HMGP funding is federal, and the 10% match is from the State. The City may need to incur some upfront costs for environmental testing, surveying or other activities, but these costs will be reimbursed through the HMGP funding. The City is in discussions with the Winooski Valley Park District and the Intervale Center to see whether they are interested in maintaining the greenspace as the gateway to the Intervale and as a trailhead for the Salmon Hole Trail. A similar HMGP application was approved at 389 Riverside Avenue, and that project is nearing completion.

The Transportation, Energy, & Utilities Committee reviewed and recommended approval of this request at their March 25, 2025 meeting.

Attachments

- Property site map, photo, and geological assessment

Board of Finance Motion

1. To approve, and recommend that City Council approve, the submission of a Hazard Mitigation Grant Program application for the buy-out of 505 Riverside Avenue, and
2. To approve, and recommend that the City Council authorize, the acceptance of the Hazard Mitigation Grant Program award, if granted, and
3. To recommend that the City Council authorize the Mayor, the Director of Public Works and the Director of Permitting & Inspections to take such further actions and execute such further instruments approved as to form by the City Attorney or designee as may be necessary or convenient to effectuate the grant acceptance and property transactions contemplated hereby.

City Council Motion

1. To approve the submission of a Hazard Mitigation Grant Program application for the buy-out of 505 Riverside Avenue, and
2. To authorize the acceptance of the Hazard Mitigation Grant Program award, if granted, and
3. To authorize the Mayor, the Director of Public Works and the Director of Permitting & Inspections to take such further actions and execute such further instruments approved as to form by the City Attorney or designee as may be necessary or convenient to effectuate the grant acceptance and property transactions contemplated hereby.



505 Riverside Ave: Site Plan



Remove structures & convert to green space

Remove parking & convert to green space

Department of Environmental Conservation - Agency of Natural Resources**Vermont Geological Survey**

1 National Life Dr., Davis 4

Montpelier, VT 05620

[phone] 802-461-5235

<https://dec.vermont.gov/geological-survey>

To: Stephanie Smith – State Hazard Mitigation Officer, Vermont Emergency Management
Cc: Matthew Hand – State Hazard Mitigation Officer, Vermont Emergency Management
Chapin Spencer – Director, Burlington Department of Public Works
Scott Gustin – Principal Planner, Department of Permitting and Inspections, City of Burlington

From: Benjamin DeJong – Vermont State Geologist, Vermont Geological Survey
Emma Myrick – Geologist, Vermont Geological Survey

Subject: Landslide Hazard Evaluation at 505 Riverside Avenue, Burlington, Vermont

Date: 11/26/2024

Dear Ms. Smith,

On July 2, 2024, the Vermont Geological Survey (VGS) first visited 505 Riverside Avenue location in Burlington, Vermont (the Parcel) to address hillslope stability concerns behind the improved structure. We met on the property with the current property owners and individuals from the City of Burlington Department of Public Works (DPW) including the director and a senior engineer. During this visit, the Parcel owner described recent changes to the structural integrity of the structure on the Parcel and the representatives from DPW highlighted areas of concern on the slope behind the structure. The VGS returned to the property on October 17, 2024 to conduct a formal slope evaluation and evaluate the risk of imminent slope failure on the Parcel. In this report, we provide a brief history of landslide hazards in the vicinity of Riverside Avenue and document observations made on July 2 and October 17, 2024. Our observations and recommendations are summarized below.

Site History and Previous Work:

Several parcels on the north side of Riverside Avenue are situated at the top of steep slopes with an extensive history of slope instability and landslide hazard mitigation – **See Figure 1**. Previous work investigating slope stability along Riverside Avenue highlights risk factors including over-steepened slopes, poorly maintained stormwater outfall, and thick sequences of non-native fill materials at the slope surface. Historical photographs provided by the University of Vermont's Silver Special Collections Library document and

To preserve, enhance, restore, and conserve Vermont's natural resources, and protect human health, for the benefit of this and future generations.



previous slope stability assessments corroborate the continued placement of fill materials on the slopes bordering Riverside Avenue. Based on a photograph of Riverside Avenue taken in 1931 that shows the location of 505 Riverside Avenue – **see Figure 2** – the margin of land between the road and the slope exists because of man-made cribbing and back-filling that has been extended since then. A formal slope stability analysis conducted by Knight Consulting Engineers, Inc. in 1984 reported multiple “major washouts and slides” dating back to the fall of 1955 (e.g. **Photograph 1**), and recent work published by Bennett and Bierman (2024) provides a comprehensive timeline of twenty landslide events dating back to 1952.

More recently, a storm in October 2019 triggered slope failure along Riverside Avenue to the east of the Parcel (between 389 and 365 Riverside Avenue). Landslide hazard mitigation and analysis engagement increased following this event and is ongoing. Observations made on November 5, 2019 by the VGS indicated that the landslide occurred in artificial fill material. Additional slope inspections were conducted by Hoyle, Tanner & Associates in December, 2019 and Terracon, Inc. in August, 2020. The findings of these inspections reiterated a need for slope stability mitigation at multiple locations along Riverside Avenue, including the Parcel.

The VGS and its partners were contacted again in 2022 to assess landslide hazards located at 356, 389 and 411 Riverside Avenue. The evaluations conducted by the VGS indicated that the slope behind the residence at 389 Riverside Avenue was at imminent risk of failure; a buyout application was prepared and approved. While the VGS and our partners did not observe evidence of imminent risk of slope failure associated with the parcels located at 356 and 411 Riverside Avenue, we recommended further monitoring of these slopes and strict enforcement of a ban on further emplacement of debris on the slopes along Riverside Avenue.

505 Riverside Avenue: Kismayo Kitchen

The Parcel consists of a 2.6-acre lot improved with a commercial structure built in 1945 that is situated at the top of a slope that extends approximately 250 feet to the Winooski River – **See Figure 3**. The structure is less than two meters (~ 6.5 feet) from the crest of the steep slope with angles ranging from 44° and 47°. Prior to engagement by the VGS on the Parcel, the City of Burlington contracted GEODesign Inc. to conduct subsurface explorations and a slope evaluation in 2018. GEODesign, Inc. indicated layers of artificial fill material up to 20 feet thick comprised of sandy and silty soils intermixed with debris such as concrete, automotive components, wood and other waste materials – **See Photograph 2**. This artificial fill material was placed over unconsolidated glaciolacustrine sand and silt with variable thicknesses; bedrock was not observed and is below the level of the Winooski River in the area of the Parcel. During a 40-day monitoring period associated with the 2018 geotechnical evaluation, slope movement was not detected; however, slope inspections conducted by Hoyle, Tanner & Associates and Terracon, Inc. following the storm event in 2019 cited active slope movement at The Parcel and advised immediate remedial action to stabilize the slope and limit erosion.

During our July and October site visits, we observed compounding risk factors at the Parcel that contribute to the threat of slope failure including **1)** slope over-



steepening, **2)** municipal stormwater diversion onto the slope, and **3)** the presence of non-engineered fill material overlying native glacial lake sediments. We observed several signs of slumping and soil creep on Parcel. For example, the external wall of the commercial structure is cracked and tilted, suggesting the foundation of the structure is already compromised by active slope movement – **See Photograph 3**. The VGS also observed displaced and compromised wooden fencing (**Photograph 4**) and deformed, leaning trees on the Parcel (**Photograph 5**). Soils directly behind the structure are actively sloughing downslope. The current position of the mature vegetation on the slope (**Photograph 5**) suggests their root systems are being undermined by the displacement of the slope’s surficial materials.

Slopes behind the Parcel are also compromised by an active gully on the slope that receives water in part from a 24-inch stormwater outfall that conveys stormwater from Riverside Avenue. The gully feature is approximately 6 meters (~ 20 feet) deep and 12 meters (~ 39 feet) wide at it’s greatest extent and contains a wide array of rip-rap and waste materials along the base toward the Winooski River. While the gully may have existed prior to emplacement of the stormwater outfall, the additional discharge conveyed to the gully from the stormwater outfall pipe exacerbates erosion and further de-stabilizes the slopes behind the Parcel.

Based on the extensive history of filling and oversteepening of slopes along Riverside Avenue that dates nearly 100 years, the well-documented history of general slope instability and failure associated with these slopes, and evidence of instability specific to the Parcel described above, the Parcel is at imminent risk of failure. Hydrologic events including the heavy precipitation events during the fall of 2019 and summers of 2023 and 2024 are common triggers for slope failure and pose an additional threat to stability at the Parcel. It is also important to note that the landscape position of the Parcel matches sites of past catastrophic failure, albeit the separation by parcel boundaries. Under the current site conditions, stabilizing slope materials presents unique challenges and may not prevent future failure. To prioritize the safety of the current occupants and restrict further development at this hazardous location, we strongly recommend a buyout at 505 Riverside Avenue.



FIGURES

Map prepared: November 25, 2024

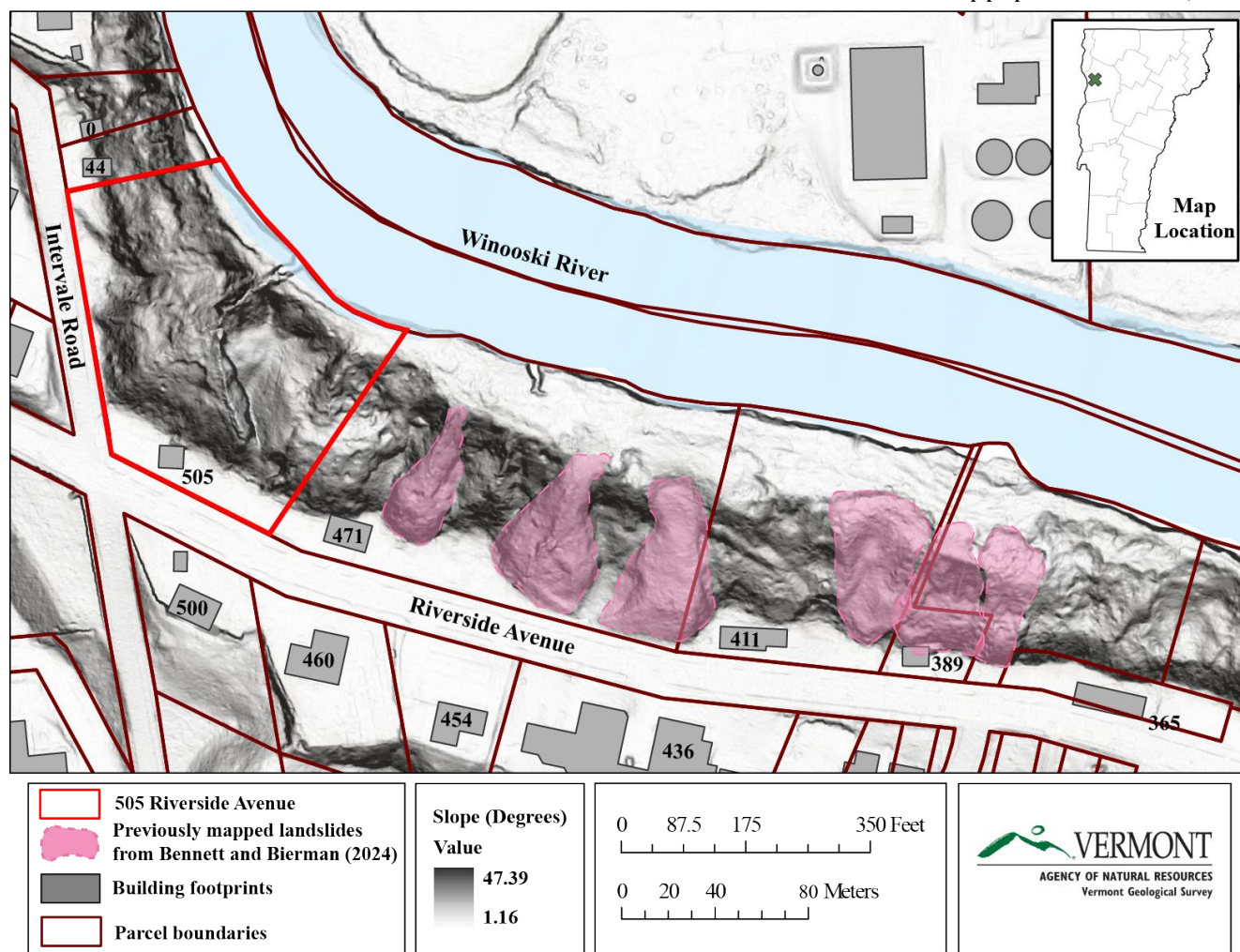


Figure 1: 505 Riverside Avenue and the surrounding area is shown over a slope map derived from Light Detection and Ranging (LiDAR) collected in 2023 by the State of Vermont. The approximate borders of previously interpreted landslide boundaries from Bennett and Bierman (2024) are represented by pink polygons.



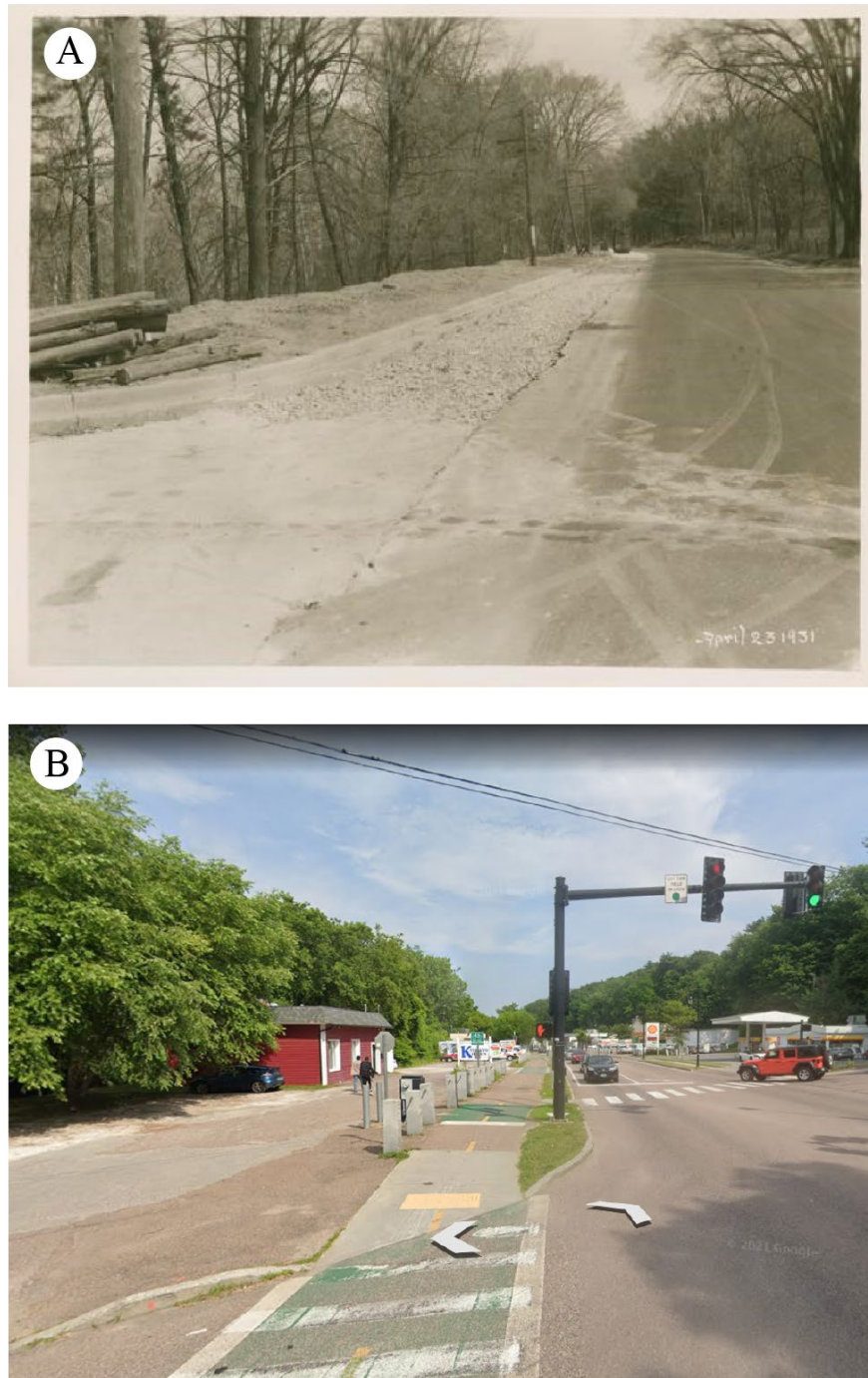


Figure 2: View facing east showing the Parcel from the intersection of Intervale Road and Riverside Avenue in 1931 (A) and 2024 (B). Note the limited extent of land at the top of the slope in the earlier photograph, during construction of Riverside Avenue, versus the present-day margin of land in the 2024 Google StreetView image. Historical photograph (A) was provided by the Silver Special Collections Library at the University of Vermont.



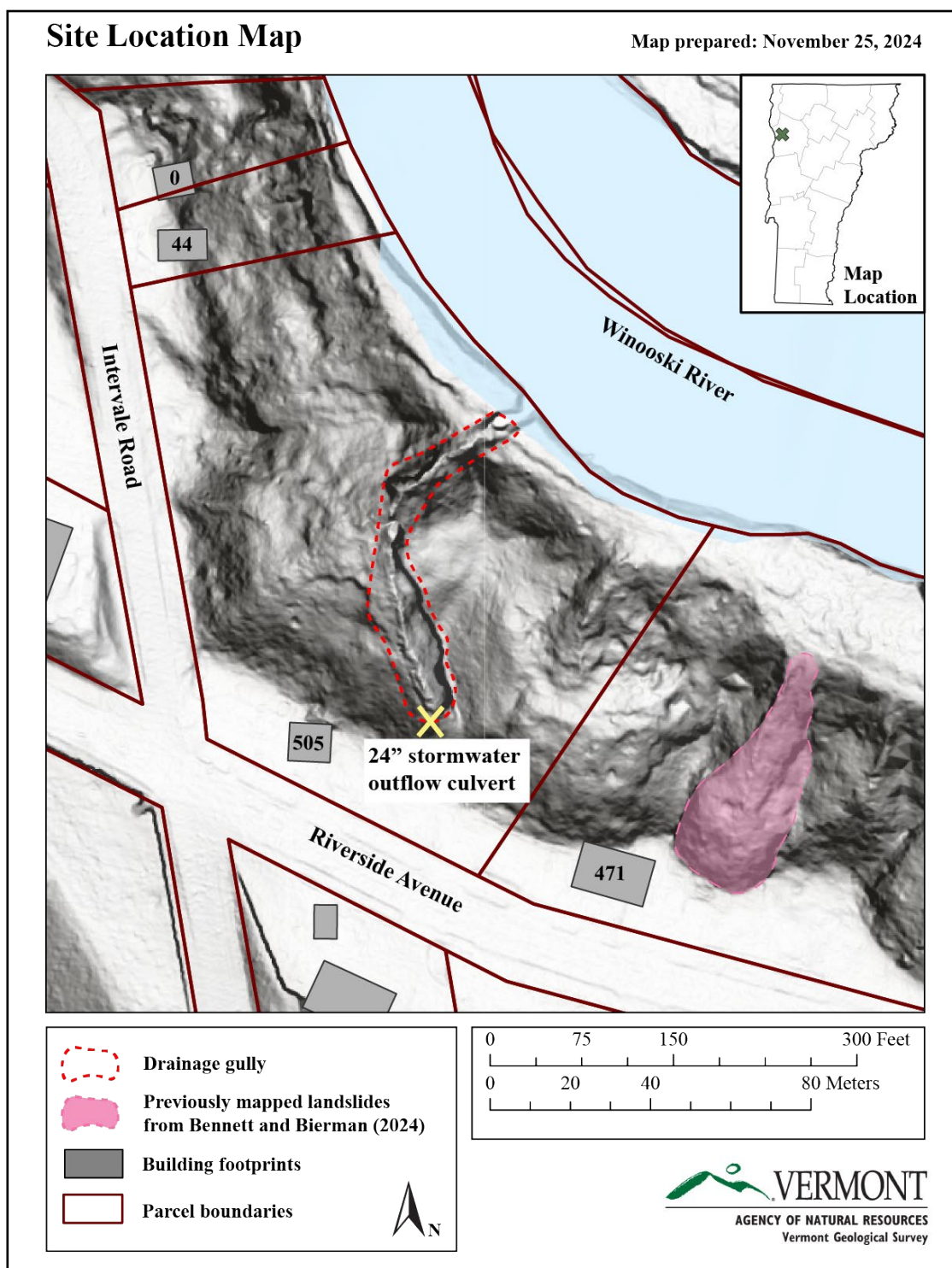


Figure 3: 505 Riverside Avenue is shown using a LiDAR-derived hillshade basemap. The location of the stormwater culvert is marked with the approximate boundaries of the active gully feature that extends from approximately the top of the slope to the Winooski River.



PHOTOGRAPH LOG



Photograph 1: View looking at the slope failure in November, 1955 which displaced large volumes of non-native fill material. Knight Consulting Engineers, Inc. in 1984 and Bennett and Bierman in 2024 cited the potential cause for this slide as excavation for a stormwater culvert installation. Photograph courtesy of the University of Vermont's Silver Special Collections Library.





Photograph 2: View facing southeast and upslope toward the structure on the Parcel of artificial fill material exposed by gully erosion caused by stormwater diversion onto the slope. Note the location of the stormwater discharge pipe in the upper left portion of the photograph.





Photograph 3: Separation of the exterior wall of the structure on the Parcel. The slope is to the right of this view; note the relative horizontality of bricks at the top of the wall (intact), while bricks lower down on the wall are cracked and progressively slanted into the slope as the soils below the foundation are compromised.





Photograph 4: View facing to the east showing the compromised wooden fence behind the structure on the Parcel. The tree trunks to the left of fence also show deformation and curvature.





Photograph 5: View facing east showing tree trunks leaning downslope on the Parcel. The geologist in the frame provides a reference for vertical orientation.



Board of Finance and City Council Submission Checklist

Department: Permitting & Inspections Submitter: Scott Gustin

Title/Subject: FEMA Hazard Mitigation Grant Application, 505 Riverside Avenue

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	4/14/2025

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/9/2025	Bill Ward
Mayor's Office informed and approved memo	Yes	4/9/2025	Erin Jacobsen
Board/Commission, if required	Yes	3/25/2025	TEUC
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/7/2025	Atty. Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	4/8/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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