



City Council

Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

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1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda

2. Executive Session

Subject	2.1. Executive Session Regarding Litigation Update (verbal) (30 mins.)
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	2. Executive Session
Department	Mayor's Office
Type	Communication Information Action Procedural
Recommended Action	Motion 1: Move that the Council find that premature general public knowledge of legal advice and information concerning the details of "pending and/or potential" litigation to which the City is a party or has a stated interest would clearly place the City at a substantial disadvantage; Motion 2: Based upon that finding, move that the Council go into executive session to receive confidential attorney-client communications, 1 VSA §313(a)(1)(F), in a pending civil litigation matter, 1 VSA §313(a)(1)(E), including representatives from the Mayor's Office, City Attorney's Office, and outside legal counsel.

3. Public Forum: Time Certain: 6:30 pm **See above for signup instructions**

Subject	3.1. Verbal Comments
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Public Forum: Time Certain: 6:30 pm **See above for signup instructions**
Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

4. Work Sessions

Subject	4.1. Burlington Overdose Prevention Center Update (25 mins.)
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Work Sessions
Department	Mayor's Office
Type	Information Discussion Presentation
Subject	4.2. Update On FY26 Recycling (25 mins.)
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Work Sessions
Department	Public Works Department
Type	Discussion Information

5. Mayor - General City Affairs (to include Climate and Public Health & Safety Emergency Updates: up to 10 mins.)

Subject	5.1. Verbal reports
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Mayor - General City Affairs (to include Climate and Public Health & Safety Emergency Updates: up to 10 mins.)
Department	Council and Board
Type	Information

6. City Council - General City Affairs (to include Climate and Public Health & Safety Emergency Updates: up to 5 mins. per Councilor)

Subject	6.1. Verbal reports
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. City Council - General City Affairs (to include Climate and Public Health & Safety Emergency Updates: up to 5 mins. per Councilor)
Department	Council and Board
Type	Information

7. Consent Agenda

Subject	7.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural

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

Subject	7.2. Accountability List - C/T
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication

Information

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

Subject 7.3. Cambrian Rise Stormwater Offset Project MOU Approval - DPW/Water Resources

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Public Works Department - Water Resources

Type Action (Consent)

Recommended Action

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.

Subject 7.4. Authorization of Sidewalk Reconstruction Program Project Budget and Construction Contract - DPW

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Public Works Department

Type Action (Consent)

Recommended Action

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.

Subject 7.5. Approval of Preservation Easement Agreement for Fletcher Free Library Restoration & Preservation Project - Library

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	To approve and authorize for Mayor to sign the Preservation Easement Agreement for the Fletcher Free Library Restoration & Preservation Project subject to final review and approval by the City Attorney's Office, including modifications noted in the Preservation Easement Agreement and any further modifications needed to meet state and federal requirements, and to take such further actions and execute such further instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the transactions contemplated hereby.
Subject	7.6. FEMA Hazard Mitigation Grant Application, 505 Riverside Avenue - DPI
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Permitting & Inspections
Type	Action (Consent)
Recommended Action	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.
Subject	7.7. Creation of a cemetery reserve fund - BPRW
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	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
Subject	7.8. Communication: Hannah Brislin, Member, Conservation Board, re: Resignation
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office

Type	Action (Consent) Communication
Recommended Action	waive the reading, accept the communication, place it on file, advertise the vacancy (part of 4/16 7 days edition) and send a letter of appreciation to Hannah Brislin thanking them for their service as a Member of the Conservation Board
Subject	7.9. Communication: Olga Bravo, BRV Member, re: Resignation
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading, accept the communication, place it on file, advertise the vacancy (part of 4/16 7 days edition) and send a letter of appreciation thanking Olga Bravo for her time served as a Member of the Board of Registration for Voters
Subject	7.10. Communication: Solveig Overby, re: \$10 Million giveaway, 3-acre prime Burlington downtown Gateway/Memorial Block - 3/24/25 Work Session Agenda item 2.3
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	7.11. Communication: Solveig Overby, re: Forwarded: Here's the plan we need for Development of the Memorial Block - 3/24 City Council Meeting Agenda item 2.3
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	7.12. Communication: Solveig Overby, re; No ground lease valuation in appraisal; Developer resales of "pad sites" - 3/24 CC Agenda item 2.3 - Memorial Block Update

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

Subject 7.13. 3rd Annual Kids Fest

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication
Information

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

Subject 7.14. Authorization to Issue Early Learning Initiative Capacity Grants to Robin's Nest Children Center for \$30,000 - BWD

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Business and Workforce Development

Type Action (Consent)

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 7.15. Tobacco and Tobacco Substitute Endorsement Renewals (2025-2026): see attached list

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)

Recommended Action	approve the 2025-2026 Tobacco and Tobacco Substitute Endorsement Renewals as listed
Subject	7.16. Indoor and Outdoor Entertainment Permit Renewals (2025-2026): see attached list
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the 2025-2026 Indoor and Outdoor Entertainment Permit Renewals as listed with all standard conditions
Subject	7.17. Update on the sale of 200 Church St. - CEDO
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	7.18. Annual Report on Livable Wage Ordinance - FY25 - City Attorney's Office
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	City Attorney
Type	Action (Consent) Report
Recommended Action	waive the reading, accept the report and place it on file
Subject	7.19. Rose St. and Cedar St. VTrans TAP Grant - DPW
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Public Works Department
Type	Action (Consent)

Recommended Action 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
3. To approve the use of the VTrans At-the-Ready program for Professional Design Consultant Procurement.

Subject **7.20. DPW Division Director - Technical Services/City Engineer Compensation Review & Market Factor Recommendation - DPW/HR**

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Public Works Department

Type Action (Consent)

Recommended Action 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

Subject **7.21. DPW Division Director - Water Resources Compensation Review & Market Factor Recommendation - DPW/HR**

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Public Works Department

Type Action (Consent)

Recommended Action 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.

Subject **7.22. FIO Documents**

Meeting April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Consent Agenda

Department Clerk/Treasurer's Office

Type	Action (Consent) Information
Recommended Action	for information only
Subject	7.23. Resolution: Allocation Of Bond Proceeds For Public Improvements -- Series 2022A Bonds (Board of Finance)
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Resolution Action (Consent)
Recommended Action	(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.
Subject	7.24. Burlington Police Department HVAC Project 2025 - BPRW
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	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.
Subject	7.25. McNeil RFPs - BED
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. 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	7.26. Council Initiative Request for Arts So Wonderful
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. 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

8. Deliberative Agenda

Subject	8.1. Ordinance: VACANT BUILDINGS BCO Chapter 8, Art. III (Councilor Traverse, Ordinance Committee)(20 mins.)
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Permitting & Inspections
Type	Action Ordinance - Second Reading
Recommended Action	Second Reading. Waive the reading and approve the ordinance as amended by the Ordinance Committee

Subject	8.2. Public Hearing Regarding ZA-25-04 Performing Arts Centers in the Enterprise-Light Manufacturing District
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Planning
Type	Action Public Hearing
Recommended Action	open Public Hearing close Public Hearing

Subject	8.3. Ordinance: CDO-Performing Art Centers in the E-LM District ZA-25-04 (Planning, Planning Commission, Ordinance Committee)(15 mins.)
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Planning

Type	Action
Recommended Action	Adopt the ordinance as amended by the Ordinance Committee.
Subject	8.4. Ordinance: ZA-25-02 Neighborhood Code - Additional Housing Development Options (Office of City Planning, Planning Commission)(15 mins.)
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Planning
Type	Action Ordinance - First Reading
Recommended Action	First Reading. Motion: Waive the reading and refer to Ordinance Committee.
Subject	8.5. Battery Street Scoping Study Preferred Alternative Approval - DPW (20 mins.)
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	To approve the Battery Street Scoping Study Project Advisory Committee's selection of revised Alternative 2 as the preferred alternative for this study and further recommends that the Department of Public Works reviews the curb cuts along the entire corridor to further enhance bicycle and pedestrian safety during future phases of this project
Subject	8.6. Presentation Regarding Net Zero Energy Roadmap Update - BED (20 mins.) **AGENDA ITEM POSTPONED TO 5/12**
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Burlington Electric Department
Type	Discussion Information Presentation

9. Committee Reports

Subject	9.1. Verbal reports
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	9. Committee Reports
Department	Council and Board
Type	Information

10. City Council - Council Updates (up to 5 mins.)

Subject	10.1. Verbal reports
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	10. City Council - Council Updates (up to 5 mins.)
Department	Council and Board
Type	Information

11. Adjournment

Subject	11.1. Motion to adjourn
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	11. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

12. Informational and Non-Discrimination Statements

Subject	12.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Council and Licensing Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.
Meeting	April 14, 2025 - Regular City Council Meeting - Monday, April 14, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	12. Informational and Non-Discrimination Statements
Department	Council and Board
Type	Information



Office of Mayor Emma Mulvaney-Stanak

149 CHURCH STREET • BURLINGTON, VT 05401 • (802) 865-7272

MEMORANDUM

To: Burlington City Council
From: Theresa Vezina, Special Assistant, OPC Implementation
CC: Mayor Emma Mulvaney-Stanak
Date: March 24, 2025
Subject: Overdose Prevention Center (OPC) Implementation Update

Background

[Act 178](#) of the Vermont Legislature authorized the creation of Overdose Prevention Centers in Vermont, and allocated funding for a pilot project in Burlington. This memo outlines steps taken by the City administration to advance the implementation of an Overdose Prevention Center in Burlington, and offers a preview for the Council and public of anticipated next steps in the process.

Progress to Date

- **September 2024:** Vermont Health Department published [OPC operating guidelines](#).
- **November 2024:** The City hired a [Special Assistant on OPC Implementation](#).
- **February 2025:** The City issued a Request for Letters of Intent (LOI) and convened a diverse committee to review submissions.
- **March 5, 2025:** Upon completing LOI review, the committee voted unanimously to recommend Vermonters for Criminal Justice Reform (VCJR) as the partnering provider for OPC implementation.
- **March 6, 2025:** The Mayor officially invited VCJR to collaborate with the City in developing the formal proposal for City Council approval and subsequent submission to the Department of Health.

Letter of Intent Review Process

The Request for Letters of Intent was posted on the City website on February 5, 2025, and distributed via email to a wide range of service providers and community partners. The Special Assistant on OPC Implementation then convened a diverse Review Committee to assess the LOIs received. The Request for LOIs closed on February 26, with one qualified proposal from Vermonters for Criminal Justice Reform. The Review Committee met on March 5 after all members had the opportunity to independently review and score the submission. After reviewing group scores and discussing the submission in detail, the committee voted unanimously to recommend VCJR as the City's partner for implementation. The following individuals served on the Review Committee:

- Theresa Vezina, Special Assistant on OPC Implementation
- Joe Magee, Deputy Chief of Staff
- Sarah Russell, Special Assistant to End Homelessness
- Jennifer Tomczak, Burlington Board of Health
- Judy Rivers, Burlington Board of Health

- Lacey Smith, Assistant Director of CAIP
- Mike LaChance, Chief, Burlington Fire Department
- Martina Anderson, Director of Communications, Vermont Association for Mental Health and Addiction Recovery (VAMHAR)
- Dr. Elly Riser, MD, MPH UVM Health Network

See Appendix A for the scoring rubric and Appendix B for anonymized scores from the review committee.

About Vermonters for Criminal Justice Reform (VCJR)

VCJR is a Vermont nonprofit organization based in Burlington and has been in operation since 2013. Their mission is to reduce harms associated with the criminal legal system and help those impacted by that system to build healthy lives.

Tom Dalton and Jess Kirby have been community leaders in advocating for harm reduction and public health approaches to substance use, and leaders in implementing innovative harm reduction and public health programs in Burlington.

Next Steps

The City and VCJR are actively working develop the proposal, focusing first on Planning & Capacity Building to ensure readiness before full implementation. This phased approach has been approved by the Department of Health and is in alignment with the requirements in the Operating Guidelines. The City will have a Cooperative Agreement in place with VCJR at the time of submission of the proposal.

1. **Proposal Development:** The City and VCJR are co-developing a proposal for City Council approval, a necessary step to receive funding through Act 178. This will be completed by March 28th for City Attorney review and next steps.
 - a. Phase 1 (2025/2026) of the proposal will include:
 - i. **A Service Assessment (Guideline Requirement).** The Service Assessment will engage key community partners and stakeholders including local social service providers, medical and substance use health providers, law enforcement, EMS, public health officials and community organizations.
 - ii. **Community engagement and education.** To begin in April 2025, led by the City and VCJR to understand concerns and promote transparency.
 - iii. **OPC Management Guideline Requirement.** This requires the Administrative Body to work in collaboration with VCJR staff to develop initial workplan, policy & procedures, operational and financial systems, determine staffing needs, develop training & safety protocols and identify location etc.
 - iv. **Site Selection.** VCJR in collaboration with City's Special Assistant on OPC Implementation will begin planning for site selection, adhering to zoning requirements to ensure the successful lease or purchase of a building.
 - v. **A Neighborhood Impact Assessment** will be conducted as part of the site selection planning. We will take into consideration proximity to public

transportation and other health and social services, address community safety concerns and look at participant utilization based on the current data on overdose incidents.

- b. Phase 2 & 3 (2026/2027) will focus on site compliance, operations, additional staffing, supplies and service provision, ultimately leading to opening the doors to participants

2. City Council Review & Approval Timeline

- a. **March 10, 2025:** Update from the Mayor on selection of VCJR as partner organization.
- b. **March 24, 2025:** Memo to City Council outlining next steps.
- c. **March 31, 2025:** Cooperative Agreement between the City and VCJR drafted and reviewed.
- d. **April 14, 2025:** City Council Work Session where City and VCJR staff will present the proposal and answer questions.
- e. **April 28, 2025:** Anticipated City Council vote on the proposal to be submitted to the Vermont Department of Health as required by Act 178.

3. Contract Execution with the State and City Council Engagement

- a. **April 29, 2025:** Contingent on City Council approval, the proposal will be submitted to the Vermont Department of Health to finalize the grant agreement with the City, to access the Opioid Settlement Funds allocated to this project.
- b. **May 2025 (estimated):** Upon receipt of a fully executed contract with the Vermont Department of Health, the City will enter into a sub recipient agreement with VCJR to immediately begin Phase One planning and capacity-building in earnest.
- c. **Ongoingly:** The City and VCJR will provide regular updates and all final reports from the Service Assessment and Neighborhood Assessments.

- 4. **FY25 & FY26 Funding** – Funds will be accessible upon contract execution. With half the fiscal year behind us, we have confirmed that unspent funds are allowable for carry-forward. The initial startup costs are projected to exceed \$1.1 million, the annual allocation contemplated in Act 178, and the amount appropriated for FY25.

- a. Early budget estimates demonstrate the need for \$1.9 million in the first 12-18 months for planning, capacity building, building procurement and staffing. The City anticipates significant one-time expenses during this phase of the project.

Commitment to Implementation

The City and VCJR are committed to launching an OPC that meets the needs of Burlington’s community while adhering to State guidelines. The phased approach outlined above will ensure a thoughtful, structured implementation that prioritizes sustainability and impact.

We look forward to continued collaboration with State partners, the City Council and community stakeholders in advancing this life-saving initiative.

Appendix A – Scoring Rubric

Scoring Rubric for Overdose Prevention Center (OPC) LOI Review

Each LOI will be evaluated based on the criteria below. Scores will be assigned on a scale of 0 to 5 for each category, with 5 being the highest. A total possible score of 30 points will be used to determine eligibility for the next phase.

Category	Criteria	Score (0-5)
Organizational Fit	Clearly articulates the organization's mission, values, and experience in harm reduction, public health, or related fields. Demonstrates a strong alignment with OPC goals.	
Project Vision	Provides a well-defined, high-level overview of the proposed OPC, including key objectives, services, and intended impact.	
Organizational Capacity	Demonstrates sufficient expertise, staff qualifications, and administrative capacity to support OPC implementation. Highlights existing resources and partnerships. Identifies capacity-building needs realistically.	
Community Engagement	Outlines a comprehensive strategy to engage key stakeholders, including people with lived experience and community partners. Emphasizes collaboration with the City of Burlington.	
Letters of Support	Three strong letters of support from stakeholders or community partners that affirm the organization's capacity and commitment to the OPC project.	
Compliance & Understanding	Includes a clear statement affirming compliance with Vermont Department of Health Guidelines and Act No. 178. Demonstrates an understanding of regulatory and operational requirements.	
Total Score	<i>(Maximum 30 points)</i>	

Scoring Guide:

- **5** – Outstanding: Exceeds expectations with a clear, detailed, and compelling response.
- **4** – Strong: Meets all criteria with solid detail and justification.
- **3** – Satisfactory: Adequately addresses the criteria but lacks depth or specificity.
- **2** – Needs Improvement: Some elements are missing or unclear.
- **1** – Weak: Does not sufficiently address the criteria.
- **0** – Not Addressed: Required information is absent.

Appendix B – Anonymized Scores of Review Committee

Each LOI was evaluated based on the criteria in the Scoring Rubric. Scores were assigned on a scale of 0 to 5 for each category, with 5 being the highest. A total possible score of 30 points. Conversation and detailed notes from each reviewer were also utilized in our process.

Category	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Reviewer 6	Reviewer 7	Reviewer 8	Reviewer 9	Avg. Score
Organizational Fit	5	5	5	5	4	5	4	5	5	4.7
Project Vision	4	4	5	4	4	4	4	4	4	4.1
Organizational Capacity	3	3	5	4	4	3	3	4	4	3.6
Community Engagement	5	5	5	5	4	4	4	5	5	4.6
Letters of Support	5	5	5	5	4	5	5	5	5	4.8
Compliance and Understanding	5	4	5	5	4	5	5	4	4	4.5
Total Score	27	26	30	28	24	26	25	27	27	26.67



Burlington Overdose Prevention Center Proposal

Presented to Burlington City Council • April 14, 2025



A large blue triangle graphic on the left side of the slide, pointing towards the bottom right.

Burlington OPC Work Session

Guiding our conversation around implementation and compliance for a vote of approval on April 28th

Overview of Proposal

- Partnership between City of Burlington and VCJR
- Project Proposal with phased implementation aligned with Act 178 (2024) and VDH Guidelines
- Emphasis on community engagement and public health

Project Funding Summary

This pilot program is funded through the Vermont Opioid Abatement Special Fund, consistent with state priorities and national opioid settlement guidance.

- Section 2 of Act No. 178 appropriates for Fiscal Year 2025 \$1.1 million to VDH for the purpose of awarding grants to the City for establishing an OPC upon submission of a grant proposal that has been approved by the City Council and that meets the requirements of 18 V.S.A. § 4256 and the Guidelines.
- Section 2 also expresses the General Assembly's intention to continue appropriating funds for the same purpose through Fiscal Year 2028.

VCJR is uniquely suited to implement Burlington's OPC due to its trusted relationships with the target population and deep roots in harm reduction and public health.

- Operates a low-barrier recovery center in downtown Burlington
- Has extensive experience with overdose prevention, wound care, and peer support
- Partners with organizations such as Johnson Health Center, Vermont CARES, Pathways Vermont, and Howard Center
- Employs staff with lived experience and proven success in supporting individuals with substance use disorder

LOI Proposal Review Committee

- Theresa Vezina, Special Assistant on OPC Implementation
- Joe Magee, Deputy Chief of Staff
- Sarah Russell, Special Assistant to End Homelessness
- Jennifer Tomczak, Burlington Board of Health
- Judy Rivers, Burlington Board of Health
- Lacey Smith, Assistant Director of CAIP @ BPD
- Chief LaChance, Burlington Fire Department
- Martina Anderson, Director of Communications VAMHAR
- Elly Riser, MD, MPH UVM Health Network

Scoring Rubric for Overdose Prevention Center (OPC) LOI Review Actual Scoring:

- 5 – Outstanding: Exceeds expectations with a clear, detailed, and compelling response.
- 4 – Strong: Meets all criteria with solid detail and justification.
- 3 – Satisfactory: Adequately addresses the criteria but lacks depth or specificity.
- 2 – Needs Improvement: Some elements are missing or unclear.
- 1 – Weak: Does not sufficiently address the criteria.
- 0 – Not Addressed: Required information is absent.

Category	Criteria	Total Average Score (0-5)
Organizational Fit	Clearly articulates the organization's mission, values, and experience in harm reduction, public health, or related fields. Demonstrates a strong alignment with OPC goals.	4.7
Project Vision	Provides a well-defined, high-level overview of the proposed OPC, including key objectives, services, and intended impact.	4.1
Organizational Capacity	Demonstrates sufficient expertise, staff qualifications, and administrative capacity to support OPC implementation. Highlights existing resources and partnerships. Identifies capacity-building needs realistically.	3.6
Community Engagement	Outlines a comprehensive strategy to engage key stakeholders, including people with lived experience and community partners. Emphasizes collaboration with the City of Burlington.	4.6
Letters of Support	Three strong letters of support from stakeholders or community partners that affirm the organization's capacity and commitment to the OPC project.	4.8
Compliance & Understanding	Includes a clear statement affirming compliance with Vermont Department of Health Guidelines and Act No. 178. Demonstrates an understanding of regulatory and operational requirements.	4.5
Total Score	(Maximum 30 points)	27

Key Compliance Areas (Act 178 & VDH Guidelines)

- Governance and Administrative Structure
- Service Assessment
- Required Policies and Procedures
- Site Readiness and Zoning
- Staffing Ratios and Training
- Emergency Protocols
- Data Collection, Reporting, and Evaluation

Phased Implementation Summary

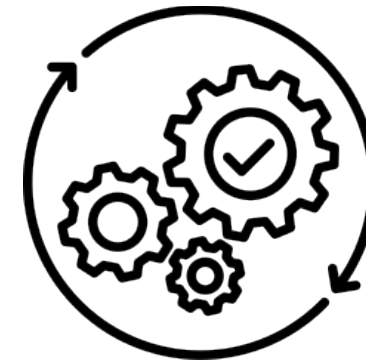


Phase 1: Planning & Capacity Building

Months 1-12



- Service Assessment
- Community Engagement
- Policy Development
- Site Selection



Phase 2: Operations & Compliance

Months 9-18



- Secure Site
- Staffing
- Equipment
- Training
- Security
- Supervised Use
- Data & Reporting
- Evaluation

Phase 1: Service Assessment

- 
- Engagement with people who use drugs
 - Community & stakeholder outreach
 - Overdose trends & hot spot data
 - Neighborhood assessment
 - Final Service Assessment report

Phase 1:

Site Selection & Facility Planning



- Site Aquisition Plan
- Real estate market assessment
- Accessibility, zoning, ADA compliance
- Preliminary facility design
- City support on entitlements
- Community engagement
- Be a Good neighbor

Phase 2: Site Setup & Service Launch

- ✓ Site Approved by Council & Secured
- ✓ Equipment, Supplies, Staffing
- ✓ Emergency protocol training, security, final intake process
- ✓ Submit all compliance documents 90 days prior to launch

Required Services & Staffing

- 
- Supervised use, wound care, drug checking
 - Infectious disease counseling and reporting
 - Substance Use Treatment Services & referrals
 - Peer support, referrals, overdose response
 - Licensed medical staff, trained overdose prevention specialists
 - HIPAA and 42 CFR compliance

Evaluation & Data Reporting

- 
- Monthly & Quarterly Reports to VDH
 - Annual Public Reports
 - Aggregate de-identified data
 - Participation in Act 178 Public Health Impact Study

Next Steps & Shared Commitments

- ☑ City Council Vote on Proposal April

- ☑ Submit City Council Approved Proposal to VDH

- ☑ Continued engagement with City Council is critical

- ☑ Transparent communication with community & ongoing engagement

- ☑ Ongoing partnership between VCJR & City

- ☑ Continue aligning with VDH guidelines

Thank you for your support.



Contact Us



Theresa Vezina, Special Assistant on OPC - tvezina@burlingtonvt.gov

Tom Dalton, Executive Director VCJR - tom@vcjr.org

Jess Kirby, Program Director VCJR- jess@vcjr.org

Sarah Ashley Simmons, Service Coordinator VCJR- sas@vcjr.org

Vermont Overdose Prevention Center Operating Guidelines

Published September 2024



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I. Introduction

A. Authority

- i. These Operating Guidelines (“Guidelines”) for Overdose Prevention Centers have been developed by the Vermont Department of Health in accordance with Act 178 (2024).

B. Purpose

- ii. These Guidelines apply to all entities establishing or operating an Overdose Prevention Center.
- iii. The purpose of the Guidelines is to establish requirements for operating an Overdose Prevention Center in Vermont, and to provide administrative instructions and best practice recommendations for doing so.

C. Definitions

- i. “ASAM” means the American Society of Addiction Medicine.
- ii. “Code of Conduct” means a set of guidelines that establishes the expected behaviors and standards at the Overdose Prevention Center.
- iii. “De-Escalation” means a set of techniques that Staff may use to reduce Participant agitation or aggression, while also improving Participant-Staff relationships.
- iv. “Department” means the Vermont Department of Health.
- v. “Fixed Site” means an Overdose Prevention Center that operates at a permanent location inside of a building.
- vi. “Grievance” means an expression of dissatisfaction about any matter.
- vii. “Hazardous Waste” means waste that can harm people or the environment if not managed and handled properly and includes, but is not limited to, syringes, needles, blades, razors, unused substances, drug residue, chemicals, radioactive materials, and contaminated containers.
- viii. “Health Care Services” means any treatment or procedure delivered by a licensed health care professional to maintain an individual's physical or mental health or to diagnose or treat an individual's physical or mental health condition, including services ordered by a licensed health care professional, chronic care management, preventive care, wellness services, and medically necessary services to assist in activities of daily living.

- ix. “HCV” means hepatitis C virus.
- x. “HIV” means human immunodeficiency virus.
- xi. “Ineligibility Criteria” means the behaviors, conditions, or other considerations that would make accessing services at an OPC unsafe for the Participant or the staff and the volunteers.
- xii. “Intervention” means providing a treatment, procedure, or other action to prevent harm, reduce potential harm, or treat or improve the health or wellbeing of an individual.
- xiii. “Licensed Health Care Professional” means an individual required by law to hold a license, registration, or certification to provide health care services in Vermont.
- xiv. “Living Experience” means an individual who currently uses substances.
- xv. “Lived Experience” means an individual who has previously used substances.
- xvi. “Medical Director” means the Overdose Prevention Center Staff position with the responsibilities set forth in Section IV.B.ii. herein.
- xvii. “Mobile Site” means an Overdose Prevention Center that can move locations, such as a van or a bus, or a non-permanent unit or short-term unit that operates for less than 180 days.
- xviii. “Observation” and “Observe” mean to view and monitor the condition of a Participant at no more than five-minute intervals during and after the consumption of a substance.
- xix. “Opioid antagonist” means a medication that prevents opioid receptors from being activated in the central or peripheral nervous system and can, thereby, block the effects of opioids and treat an opioid overdose.
- xx. “Overramping” means an overdose-like experience related to stimulants and can include both physical and psychological symptoms.
- xxi. “Overdose Prevention Center” or “OPC” means an organization providing the facilities and services described in 18 V.S.A. § 4256(a).
- xxii. “Overdose Prevention Center Director” or “OPC Director” means the Overdose Prevention Center Staff position with the responsibilities set forth in Section IV.B.iii. herein.
- xxiii. “Overdose Prevention Center Managing Personnel” or “OPC Managing Personnel” means the Medical Director, OPC Director, RPIC, and any other personnel designated by the Administrative Body as a member of the OPC Managing Personnel.
- xxiv. “Participant” means each unique individual using the services provided by an Overdose Prevention Center.

- xxv. “Participant Visit” means each time a Participant enters the Overdose Prevention Center.
- xxvi. “Responsible Person in Charge” or “RPIC” means the Overdose Prevention Center Staff position with the responsibilities set forth in Section IV.B.v. herein.
- xxvii. “Reportable and Communicable Diseases” means identified diseases, syndromes, and treatments identified in the Vermont’s Reportable and Communicable Diseases Rules that must be reported to the Department. The Reportable and Communicable Diseases Rule can be found on the Health Department’s website.
- xxviii. “Staff” means individuals employed by or contracting with the Overdose Prevention Center to provide services at the Overdose Prevention Center.
- xxix. “STI” means sexually transmitted infection.
- xxx. “Termination” means ending the ability for a Participant to access services at the Overdose Prevention Center.
- xxxi. “Total Visits” means the total number of Participant Visits, as that term is defined above.

II. Management

A. Administrative Body

- i. Each Overdose Prevention Center must have an Administrative Body.
- ii. If an established organization is operating an Overdose Prevention Center and the established organization has an existing Administrative Body (e.g., a Board of Directors), the established organization’s existing Administrative Body may serve as the Administrative Body for the Overdose Prevention Center.
- iii. The Administrative Body shall have procedures governing the role and function of the Administrative Body, including procedures establishing a meeting schedule for the Administrative Body.
- iv. Duties
 - 1. Each Overdose Prevention Center shall have an Administrative Body that is ultimately responsible for
 - a. Development and maintenance of the policies and procedures set forth in Section II.B., herein;
 - b. Management and control of the finances and operations of the Overdose Prevention Center;

- c. Assurance of quality care and services;
- d. Compliance with these Operating Guidelines and all other applicable laws; and
- e. Maintenance of all relevant health and safety requirements, including ensuring that the Overdose Prevention Center maintains the necessary levels of qualified Staff, physical resources, financial reserves, equipment, supplies, and services to ensure the health and safety of the Staff, volunteers, and Participants.

B. Required Policies and Procedures

- i. In consultation with community partners, individuals with Living and Lived Experience, OPC Management Personnel, and others, the Administrative Body shall develop new policies and procedures or adapt and revise existing policies and procedures to address the following topics as they relate to the Overdose Prevention Center:
 - 1. Employment and Staff Contracting, including
 - a. Job descriptions for OPC Staff that include, at a minimum, the responsibilities set forth in Section IV, herein;
 - b. Qualifications, education, training, and experience Staff members must hold to provide care to a Participant, specific, where necessary, for each service provided at the Overdose Prevention Center and consistent with Section IV, herein;
 - c. A determination of whether to perform criminal background checks and state and federal registry checks and, if so, how to account for results in hiring determinations; and
 - d. Codes of ethics and conduct for volunteers and employees.
 - 2. Quality assurance and assessment, including evaluations of Staff competence, Overdose Prevention Center compliance with these operating guidelines, and Overdose Prevention Center responsiveness to community needs;
 - 3. Volunteer roles and training requirements;
 - 4. The Medical Director role, including number of hours required to be present at the OPC site and on-call responsibilities;
 - 5. Conflict of interest policy and protocol for the Administrative Body, Staff, and volunteers;

6. Budget development, fiscal management, and financial record keeping;
7. Fiscal audits and oversight;
8. Services to be provided at the Overdose Prevention Center, which shall include those services set forth in Section VI, herein;
9. Participant orientation, including the timing of such an orientation and a process for obtaining a Participant's informed consent for services, as needed;
10. Participant-to-Staff ratios for each Overdose Prevention Center space, ensuring there is at least one Overdose Prevention Specialist for every four Participants in consumption and post-consumption spaces;
11. Environmental management and establishment of environmental controls to assure a safe, comfortable, sanitary environment. Such a policy shall include requirements addressing the cleaning of surfaces that may be contaminated with leftover drug residue and/or hazardous waste and the infection control procedures set forth in the OPC's Infection Control and Infectious Disease Prevention policies;
12. Infection control and infectious disease prevention, as informed by the Medical Director, in compliance with state and federal laws, and including those requirements set forth in Section III.D., herein;
13. Reporting of Reportable and Communicable Diseases to the Health Department, consistent with the Reportable and Communicable Diseases Rule;
14. Participant navigation of the Overdose Prevention Center spaces, as informed by the Overdose Prevention Center Director;
15. Security measures for the Overdose Prevention Center, which shall address the unique needs of Participants, Staff, and volunteers and shall include those requirements set forth in Section III.G.;
16. Hazardous waste management, handling, and disposal;
17. Emergency response, including responding to overdoses for opioids, stimulants, and other substances;
18. Coordination with local emergency medical services ensuring that the policy and procedure are agreed upon with local emergency medical services;

19. Coordination with local hospitals that may receive transported Participants, ensuring that the policy and procedure are agreed upon with the local hospitals;
20. Engagement with local fire and law enforcement services, ensuring that local fire and law enforcement have been consulted about how the Overdose Prevention Center will engage with local fire and law enforcement;
21. Collection of Participant information and assignment of a non-identifiable Participant ID in accordance with Sections II.C., V.C., and VI;
22. Staff access to Participant records, including how often and for what purposes Staff may access a Participant's records. Such a policy shall limit Staff access to Participant records to the minimum necessary to provide safe and effective services to the Participant and to protect the Staff;
23. Participant record keeping requirements, including those requirements set forth in Section II.C.v.1. and those set forth in VI.ii., regarding referrals;
24. Confidentiality requirements, including those requirements set forth in Section III.c.i.;
25. Data collection and reporting requirements, including those requirements set forth in Section II.C.;
26. Data sharing to inform the Department of Health's evaluation efforts as set forth in Section II.C.;
27. Data security measures including safeguarding against security breaches;
28. Participant Ineligibility Criteria and Participant screening, including those requirements set forth in Section V.B.;
29. Provision of services to Participants younger than 18-years-old, ensuring compliance with state and federal laws regarding access to and the provision of medical and nonmedical treatment for substance use for minors;
30. A Code of Conduct governing Participant conduct in the OPC while participating in OPC services;
31. Consequences for violating the Code of Conduct, striving to ensure Participants remain eligible for Overdose Prevention Center services whenever possible;
32. Termination of Participant access to Overdose Prevention Center services;
33. Grievance processes for Staff, volunteers, and Participants, including processes for Participants who have been excluded

- from receiving Overdose Prevention Center services due to a violation of the Code of Conduct;
- 34. Observation, as that term is defined herein, of Participants during and after use of a substance;
 - 35. Responding to Participants' carrying guns and violence in the Overdose Prevention Center;
 - 36. Community Service Assessment requirements, including those requirements set forth in Section II.C.iv.;
 - 37. Community outreach to ensure effective and ongoing community engagement;
 - 38. Business internal control documentation;
 - 39. Participant storage requirements, abandoned property, and unclaimed property;
 - 40. Drug disposal by Participants and for drugs left behind; and
 - 41. Adoption of new policies, protocols and procedures, including those identified by OPC Management Personnel.

C. Data Reporting and Evaluation.

- i. Within 10 business days of a request by the Department, the Administrative Body shall provide to the Department the policies and procedures developed by the Administrative Body pursuant to Section II.B.
- ii. In the interest of ensuring data quality and effective program evaluation, Overdose Prevention Centers shall collect data (e.g., the data specified in Section III.B.) in a manner that is consistent with and aligns with evaluation efforts.
- iii. Upon request from the Department, the Administrative Body shall provide to the Department a budget and budget narrative of the initial 12-month period of an Overdose Prevention Center. The budget and budget narrative shall include at least the applicable line items from the Division of Substance Use Programs Invoice Template, which can be found on the Department's website or can be requested from the Department.
- iv. Service Assessment
 - 1. Prior to opening and operating, an Overdose Prevention Center shall engage individuals with Living Experience from the geographic region to be served through the Overdose Prevention Center to inform the structure and organization of the Overdose Prevention Center's operation.

- a. Individuals with Living Experience should be compensated by the Overdose Prevention Center for their time participating in the service assessment process.
 - b. Individuals with Living Experience should be asked the following questions:
 - i. What services would be helpful at the Overdose Prevention Center to help them reduce their risk of overdose?
 - ii. How far would you be willing to travel to use an Overdose Prevention Center?
 - iii. What model would be most accessible: fixed site or mobile site?
 - iv. What location would be best for a fixed site Overdose Prevention Center (if applicable)?
 - v. What locations would be best for a mobile Overdose Prevention Center to be accessed (if applicable)?
 - vi. What days and hours of operation would be ideal for an Overdose Prevention Center?
 - vii. What is your preferred method of consuming substances?
 - viii. What safety measures would need to be in place to ensure a welcoming and accessible environment for an Overdose Prevention Center?
 - ix. What would be the best ways to spread the news or advertise that the Overdose Prevention Center was available?
2. Following the initial engagement with individuals with living experience, an organization shall engage with community partners and other interested parties to help inform the Overdose Prevention Center's operation. The following sectors shall be engaged through this process:
- a. Local social service providers;
 - b. Mental health providers;
 - c. Substance use treatment and recovery providers;
 - d. Harm reduction agencies serving the same geographic region;
 - e. Individuals with Lived Experience;
 - f. Law enforcement and public safety agencies;

- g. Emergency medical services agencies;
 - h. Local hospitals;
 - i. Restorative justice organizations;
 - j. City or town government officials;
 - k. City or town employees, including grounds, road maintenance, sanitation, and park and recreation staff;
 - l. Community-Creating Providers, including, but not limited to, health care providers who support lesbian, gay, bisexual, trans and queer communities, Black, Indigenous, and People of Color communities, disability communities, and veteran communities; and
 - m. Public transportation providers.
3. Summary findings from these engagement sessions should be documented in a Service Assessment Report, which shall be submitted to the Health Department 90 days prior to opening an Overdose Prevention Center.
- a. The summary findings must include:
 - i. Summary responses to and findings from the questions asked to individuals with Living Experiences;
 - ii. Summary findings of the engagement sessions with community partners and other interested parties;
 - iii. A list of community partners and other interested parties engaged as part of this process;
 - iv. A description of the target Participant population;
 - v. The potential number of Participants based on local harm reduction service information;
 - vi. Identification of area(s) to locate an Overdose Prevention Center;
 - vii. Type of Proposed Overdose Prevention Center Site (i.e., fixed, mobile, both)
 - viii. Anticipated impact of an Overdose Prevention Center on the community; and
 - ix. Services to be provided at the Overdose Prevention Center.
- v. *Administrative Records and Reports.*
- 1. The Overdose Prevention Center shall maintain administrative records, which shall include the following deidentified data.

The data shall be specific to each day the Overdose Prevention Center is open and each day's data shall be separately documented in the record.

- a. Number of visits
 - i. Number of Participant Visits (by Participant ID number)
 - ii. Number of Total Visits (by Participant ID number)
 - iii. Total number of visits per day
- b. Number of Participants by consumption method
- c. Numbers of services used, including but not limited to:
 - iv. Drug-checking
 - v. HIV/HCV/STI screening
 - vi. Safer-smoke supplies provided
 - vii. Safer-injection supplies provided
 - viii. Safer-snort supplies provided
 - ix. Wound-care supplies provided
 - x. Wound-care first aid provided
 - xi. First aid provided
- d. Participant Visit times of check-in and check-out
- e. Overdoses
 - xii. Number of non-fatal overdoses
 - xiii. Number of fatal overdoses
 - a. In Overdose Prevention Center
 - b. During transportation to the local hospital
 - xiv. Number of opioid antagonists used for each overdose (if applicable), including full or partial doses
 - xv. Number of non-opioid antagonist interventions used for opioid overdoses and type of interventions
 - xvi. Number of and type of interventions used for overamping
 - xvii. Number of times emergency services called for an overdose response
 - xviii. Number of times Participant transported to hospital
 - xix. Drug(s) suspected to have resulted in the overdose
- f. Number of referrals broken down by referral type.

2. Each Overdose Prevention Center shall report the above data in aggregate to the Department, monthly for the first 3 months of operation, and then quarterly thereafter. Data shall be reported by the 15th of the month following the end of the reporting period.
- vi. *Act 178 Study*
 1. Overdose Prevention Centers shall support the Department of Health and its associated contractors in their effort to complete the study described in Act 178, Section 3 (2024) and other evaluation initiatives. Overdose Prevention Centers shall strive to provide data to the Department of Health in a timely manner and to collect the data and additional information requested by the Department and its contractors.
 - vii. *Annual Reporting Requirements*
 1. As required by 18 V.S.A. Sec. 4256(d), the Overdose Prevention Center shall publicly post the following data annually on or before January 15th:
 - a. Number of program Participants;
 - b. Deidentified demographic information of program Participants;
 - c. Number of overdoses and the number of overdoses reversed on-site;
 - d. Number of times emergency medical services were contacted and responded for assistance;
 - e. Number of times law enforcement were contacted and responded for assistance; and
 - f. The number of Participants directly and formally referred to other services and the type of services.

III. Operations

A. Hours of Operation

- i. The hours of operation for Overdose Prevention Centers shall be informed by the following:
 1. Engagement of anticipated Participants through the needs assessment process described in Section II.C.iv. of these Guidelines;
 2. Trend data on non-fatal and fatal overdoses as identified by the Health Department; and

3. Staffing levels, to ensure appropriate implementation of services and consumption supervision.
- ii. The hours of operation shall be posted conspicuously on the door of the Overdose Prevention Center, online, and on VT Helplink.
 1. Any changes to the hours of operation shall be identified and communicated two weeks in advance to Participants, posted on the door of the Overdose Prevention Center, online, and on VT Helplink.
 2. If, during an emergency, the Overdose Prevention Center needs to change the hours of operation and cannot provide two weeks' notice, the Overdose Prevention Center shall provide as much notice as possible and shall post updated hours of operation conspicuously on the door of the Overdose Prevention Center, online, and on VT Helplink.

B. Records Content and Maintenance.

- i. Overdose Prevention Centers shall maintain a record for every Participant in accordance with the policies and procedures adopted pursuant to Section II herein.
 1. A Participant's name shall never be included in their Participant record. The Participant record shall include the non-identifiable Participant ID, assigned in accordance with the policy adopted pursuant to Section II.B., herein.
 2. Records and all the data contained therein shall be confidential and maintained in accordance with Section III.C.
- ii. Overdose Prevention Centers shall attempt to collect the following information, at a minimum, at the time of the Participant's orientation, and to confirm or update the information at intervals determined by the Overdose Prevention Center:
 1. Consideration of whether any of the Ineligibility Criteria apply to the Participant;
 2. The following demographic information:
 - a. Date of birth
 - b. Race(s)
 - c. Ethnicity or ethnicities
 - d. Gender
 - e. Housing status
 - f. Town in which they typically sleep
 - g. Town in which they spend most of their waking hours
 - h. Sexual Orientation

- iii. All information from Participants should be collected through self-report by the Participant, through informed consent, and with the understanding that accessing services will not be denied for refusal to provide the information requested.
- iv. Overdose Prevention Centers shall collect the following information at each Participant Visit:
 - 1. The services provided to the Participant;
 - 2. If a referral was provided; and
 - 3. Any emergency services provided.
- v. Staff shall strive to collect data and maintain records in a manner that is minimally intrusive and burdensome for Participants.

C. Confidentiality

- i. Overdose Prevention Centers shall collect, store, and disclose protected health information, data, and other Participant information and records in compliance with 42 C.F.R. Part 2, HIPAA, and all other applicable state and federal laws.
- ii. Overdose Prevention Centers shall comply with all state and federal laws regarding notification and reporting of breaches of protected health information.

D. Infection Control

- i. The Infection Control policy and procedures adopted in accordance with Section III.D. herein, shall include provisions governing the following topics:
 - 1. Infection surveillance;
 - 2. Reporting occurrences of Reportable and Communicable Diseases and other infections in accordance with federal and state law;
 - 3. Sanitization or disinfection of all Participant areas, as appropriate, including a process for ensuring sanitization of consumption spaces between Participants;
 - 4. Handling and disposal of hazardous and medical waste and contaminants;
 - 5. A process for responding to, reporting, and monitoring accidental needlesticks or other injuries from used drug tools; and
 - 6. Evaluating occurrences of infection to assess ways to prevent recurrent infections

E. Physical Space

i. *Fixed Location*

1. Overdose Prevention Centers shall have the following areas in their fixed site locations:
 - a. Registration and waiting area where Participants are greeted, wait for an available consumption area, and receive their orientation;
 - b. Supplies area where supplies, including safer use supplies and tools, are made available to Participants for use in the consumption spaces and for use outside of the Overdose Prevention Center;
 - c. A non-smoking consumption area for other methods of consumption, observed in accordance with the Observation policy adopted pursuant to Section II.B.i.32. herein;
 - d. Post-consumption area, observed in accordance with the Observation policy adopted pursuant to Section II.B.i.32. herein;
 - e. Medical intervention area where Staff and volunteers can provide additional health services, such as first aid and wound care first aid;
 - f. Private consultation areas for Staff and volunteers to meet with Participants for referrals and other needs; and
 - g. A secured area accessed only by Staff and volunteers for storage of supplies and equipment and other needs, such as a Staff break room.
2. All consumption areas shall be laid out to ensure Overdose Prevention Specialists can Observe Participants in accordance with the OPC's Observation Policy.
3. The spaces within the Overdose Prevention Center shall permit unimpeded access for emergency medical services. This shall include ensuring all doorways, hallways, and walkways are wide enough for ambulance stretchers and wheelchairs.
4. The medical intervention area shall be able to accommodate multiple emergency responses at one time.
5. The Overdose Prevention Center's interior and exterior space shall be compliant with the Americans with Disabilities Act.

6. All areas of the Overdose Prevention Center shall be well lit, except for areas serving Participants in need of dimly lit spaces. The Overdose Prevention Center shall have an emergency lighting system to ensure appropriate levels of light in the event the primary source of electricity is disrupted.
 7. Overdose Prevention Centers shall be designed such that Participants are not visible to people located outside the building.
 8. Overdose Prevention Centers shall have a secure storage area for Participants to use.
- ii. Smoking Consumption Area
1. Within twelve months of opening an Overdose Prevention Center, an Overdose Prevention Center shall have a smoking-consumption area that complies with the requirements of these guidelines.
 - a. If an Overdose Prevention Center is unable to complete the work of building a compliant smoking-consumption area within this twelve-month period, the Overdose Prevention Center shall provide the following notice to the public and the Department:
 - i. The Overdose Prevention Center smoking-consumption area is not complete; and
 - ii. The specific date the compliant smoking-consumption area in the Overdose Prevention Center will be complete, which shall be no later than twelve months after the original twelve-month period.
 2. The smoking consumption area shall include:
 - a. Non-porous and non-permeable chair and counter or table; and
 - b. Hazardous waste disposal receptacles.
 3. If the smoking consumption area is inside of the building, there must be a mechanical ventilation system that runs at all times the Overdose Prevention Center is open for Participants or is occupied by Staff.
 - a. The mechanical ventilation system serving the smoking-consumption area shall be separate from the ventilation system serving the rest of the Overdose Prevention Center building.
 - b. The mechanical ventilation system for the smoking-consumption area shall be designed to ensure smoke

- does not move into the non-smoking spaces of the building when people enter and exit the smoking-consumption area.
- c. The air from the smoking-consumption area shall be ventilated directly outside of the building. Air from the smoking consumption area shall not be recirculated through the Overdose Prevention Center building.
- d. The smoking-consumption area shall be sufficiently separated from non-smoking areas of the Overdose Prevention Center such that smoke from the smoking-consumption area does not negatively impact the air quality for the surrounding, non-smoking areas.
- 4. If the smoking-consumption area at the OPC is not inside of the OPC building, the OPC shall ensure that the smoking consumption of substances at the OPC does not impact the air quality for the rest of the Overdose Prevention Center's fixed-site location, for neighboring buildings, or for the public.
- iii. *Mobile Location.*
 - 1. Mobile units shall adhere to the standards described in parts 2-4 and 6-8 of Section III.E.i., herein.
 - 2. Staff in mobile units shall be able to observe Participants in accordance with the OPC's Observation policy adopted pursuant to Section II.B.i.32. herein.
 - 3. Mobile units shall ensure that they have a potable source of water and sufficient plumbing for handwashing for Participants.
 - 4. Mobile units shall ensure that phone service is available at all locations where the unit stops in the event emergency services must be called to serve Participants.
 - 5. Smoking-consumption is not permitted inside of a mobile unit.

F. Equipment and Supplies

- i. Overdose Prevention Centers shall have the following equipment on site:
 - 1. Safer-smoke supplies
 - 2. Safer-snort supplies
 - 3. Safer-injection supplies including syringes
 - 4. Drug-preparation tools
 - 5. Saline and distilled water for drug preparation
 - 6. Naloxone

7. Self-inflating bag valve mask
 8. Pulse-oximeters
 9. Automated external defibrillator (AED)
 10. Handwashing stations
 11. Personal protective equipment for Staff and volunteers
 12. Hospital-grade disinfectant cleaning supplies to be used in all areas of the Overdose Prevention Center
 13. Hazardous waste disposal equipment, including sharps disposal and fire-proof ash disposal for smoking-consumption areas
 14. Ash and other smoking litter disposal equipment
 15. Fire extinguishers
 16. Drug-checking equipment, including test strips or Fourier-transform infrared spectroscopy and associated materials and
 17. Appropriate equipment to effectively log required Participant data.
- ii. Drug-checking services must be in compliance with the Vermont Community Drug-Checking Program Guidelines.
 - iii. All furniture in consumption and medical intervention areas of the Overdose Prevention Center must be nonporous and nonpermeable.
 - iv. All equipment shall be stored in a safe manner, including storage of oxygen tanks away from sources of heat and flame.
 - v. Handwashing stations shall be readily available to Participants throughout the Overdose Prevention Center. The non-smoking consumption area shall have sufficient handwashing stations to allow Participants to use the stations while not disrupting the flow of the Overdose Prevention Center.

G. Security

- i. Overdose Prevention Centers shall comply with policies for security and coordination with emergency medical services, hospitals, fire and law enforcement agencies, as developed in accordance with Section II.B., herein.
- ii. Security measures shall, at a minimum, address the following:
 1. Ensuring Participants can enter and exit the Overdose Prevention Center safely;
 2. Ensuring entrances to the consumption areas are secured to ensure Overdose Prevention Center Staff and volunteers can

- control the entrance and exit of Participants for the safety and well-being of all Participants, Staff and volunteers;
- 3. Ensuring Participants have a safe location in the Overdose Prevention Center to store personal items when accessing the consumption and post consumption areas of the Overdose Prevention Center; and
- 4. The location and use of security and panic alarms.
- iii. Staff and volunteers shall wear an identification badge with a photo that states at a minimum their name and position at the Overdose Prevention Center.
 - 1. The Responsible Person in Charge for each shift shall include on their identification badge that they are serving in that position.
- iv. The Overdose Prevention Centers shall establish a process for Participants entering and exiting the Center.

H. Emergency Protocols

- i. Overdose Prevention Centers shall comply with policies for responses to emergencies and for coordination with emergency medical services, hospitals, fire, and law enforcement agencies, as developed in accordance with Section II.B., herein.
- ii. Emergency policies and procedures shall clearly indicate the necessary steps to treat an overdose, including when to provide oxygen, to administer an opioid antagonist, and to call emergency services.
 - 1. Emergency policies and procedures shall address how to safely move a Participant from a smoking-consumption area to a non-smoking area of the building prior to use of oxygen.
- iii. All Overdose Prevention Center Staff and volunteers shall receive sufficient training on all emergency policies and procedures to ensure a safe environment for Participants, volunteers, and Staff members.
- iv. Overdose Prevention Centers shall develop a process to ensure Participants agree, prior to engagement in services at the Overdose Prevention Center, to comply with and adhere to the emergency protocols and procedures.

IV. Staff and Training

A. Staffing

- i. During operating hours, Overdose Prevention Centers shall have trained professionals present in the building or mobile facility who can provide, at a minimum, basic medical care, such as CPR, overdose interventions, first aid, and wound care, and who can perform medical assessments of Participants to determine if there is a need for emergency medical service response.
- ii. Overdose Prevention Center Staff and volunteers, who provide services at an Overdose Prevention Center that require a state or federal license or registration to provide, shall hold the required license or registration. The license or registration shall be current and in good standing.

B. Staff

- i. Generally
 1. Overdose Prevention Centers shall employ or contract with a Medical Director, and shall employ an OPC Director and Overdose Prevention Specialists in accordance with these Guidelines and the policies adopted pursuant to Section II.B.
 2. Overdose Prevention Specialists
 - a. Each Overdose Prevention Center shall maintain appropriate numbers of trained Overdose Prevention Specialists during operating hours.
 - b. Overdose Prevention Centers shall maintain a ratio of Overdose Prevention Specialists that meets the requirements of the policy adopted in Section II.B. but there shall never be more than four Participants for every one Staff member in a consumption and post-consumption area.
 3. Responsible Person in Charge (RPIC)
 - a. An Overdose Prevention Center shall ensure that there is a Responsible Person in Charge identified and present at the Overdose Prevention Center the entire time the Overdose Prevention Center is open.
 - b. Any Staff member meeting the qualifications established in the policies developed pursuant to Section II.B.i.1., herein, may serve as the RPIC. Volunteers shall not serve as the RPIC.

ii. Medical Director

1. The Medical Director shall be a physician licensed in accordance with 26 V.S.A. Chapter 23 or 26 V.S.A. Chapter 33, an advanced nurse practitioner licensed in accordance with 26 V.S.A. Ch. 28, or a physician assistant licensed in accordance with 26 V.S.A. Ch. 31.
2. The Medical Director shall be present at the Overdose Prevention Center at least five (5) hours per week and available for on-call responsibilities in accordance with the policy adopted pursuant to these Guidelines.
3. The Medical Director shall provide general supervision to OPC Staff providing services to Participants.
4. The Medical Director shall be responsible for the following within the Overdose Prevention Center:
 - a. Developing training plans for each Overdose Prevention Center Staff member with direct Participant contact, including initial and ongoing training requirements;
 - b. Ensuring each Overdose Prevention Center Staff member and volunteer is proficient in:
 - i. Recognizing signs of overdose of opioids, stimulants, and other substances;
 - ii. Responding to overdoses of opioids, stimulants, and other substances;
 - iii. Infection control and infectious disease prevention protocols and practices; and
 - iv. Other relevant trainings as required in policies established in accordance with Section II.B., herein.
 - c. Assisting with medically complex cases and providing support for wound care for Participants;
 - d. Supporting the Administrative Body with the development and implementation of policies, protocols, and procedures; and
 - e. Development of overdose response policies, protocols, and procedures.

iii. OPC Director

1. The Overdose Prevention Center Director shall be proficient in operations, financial management, records management, personnel management, community development, and overdose response.

2. The Overdose Prevention Center Director is responsible for the following:
 - a. Day-to-day operations of the Overdose Prevention Center;
 - b. Managing Staff, ensuring the appropriate Staffing levels for each day, and adjusting Overdose Prevention Center Participant flow if there is a reduced Staffing capacity;
 - c. Developing Staff and volunteer orientation policies, protocols, and procedures;
 - d. Ensuring all Staff and volunteers have completed required trainings prior to working directly with Participants;
 - e. Maintaining security measures for Participants, Staff, and volunteers; and
 - f. Receiving and responding to community concerns.
- iv. Overdose Prevention Specialists
 1. Overdose Prevention Specialists shall be responsible for
 - a. Observing Participants in consumption areas, in accordance with the Observation policy adopted pursuant to Section II.B.;
 - b. Observing Participants in post-consumption areas, in accordance with the Observation policy adopted pursuant to Section II.B.;
 - c. Responding to overdoses in the Overdose Prevention Center in accordance with the policies adopted pursuant to Section II.B.; and
 - d. Providing harm reduction, overdose prevention, infectious disease, sexually transmitted infections, drug tool disposal, and first aid education to Participants.
- v. *Responsible Person in Charge*
 1. There shall be a Responsible Person in Charge assigned and present during all hours of operation of the OPC.
 2. The Responsible Person in Charge is responsible for the following during their shift:
 - a. Monitoring the ratio of Overdose Prevention Specialists to Participants in consumption and post-consumption spaces to ensure that the number of Participants never exceeds four for every one specialist;
 - b. Monitoring the Overdose Prevention Center to ensure Participants' needs are met and to minimize, to the

- extent possible, the waiting time for Participants at the consumption spaces;
 - c. Monitor compliance with Overdose Prevention Center policies and procedures by Participants, Staff, and volunteers;
 - d. Ensuring the appropriate procedures are observed when Staff respond to an overdose; and,
 - e. Maintaining appropriate safety of Participants, Staff, and volunteers.
 - 3. This role shall be integrated into all emergency and operational procedures for the Overdose Prevention Center.
- vi. Other Staff
 - 1. The Overdose Prevention Center may employ other Staff, as needed, including peers, case managers, medical professionals, and mental health counselors.
 - 2. Licensed Health Care Professionals
 - a. If a licensed health care professional is employed by, contracts with, or volunteers at an Overdose Prevention Center to provide health care services within the scope of that licensed health care profession, the licensed health care professional shall hold a current license in that profession, in good standing, and in Vermont.
 - b. Licensed health care professionals employed by, contracting with, or volunteering at an Overdose Prevention Center shall practice competently, provide safe and acceptable care to Participants, and provide care that conforms to the essential standards of acceptable and prevailing practice.

C. Training

- i. Required Training for All Staff
 - 1. All Overdose Prevention Center Staff and volunteers are required to satisfactorily complete training in the following areas as part of their orientation and at regular intervals, thereafter, as determined by the Administrative Body, Medical Director, and Overdose Prevention Center Director in the policy established pursuant to Section II.B., herein:
 - a. Proper use of the equipment and supplies listed in Section III.F.
 - b. CPR

- c. AED use
 - d. Administration of opioid antagonists
 - e. De-escalation
 - f. Stigma related to substance use
 - g. Translation services
 - h. Monitoring and assessing oxygen levels
 - i. Infection control and infectious disease prevention
 - j. Collection, disposal, and transportation of hazardous waste
 - k. Storage and handling of drug tools and other drug use equipment
 - l. Obtaining informed consent
 - m. The ASAM levels of care
 - n. Substance use and mental health resources in Vermont, including use of VT Helplink's website
 - o. Participant confidentiality, including 42 CFR Part 2, HIPAA, and other applicable Federal and State laws
 - p. Any other trainings as determined by the Administrative Body, Medical Director, or Overdose Prevention Center Director.
- ii. Required Training for Medical Director, Overdose Prevention Center Director, and Overdose Prevention Specialists:
- 1. In addition to the trainings set forth in subsection (i), the Medical Director, Overdose Prevention Center Director, Overdose Prevention Specialists, and any other positions engaging with Participants in consumption and post-consumption areas shall complete training in the following areas in accordance with the policies adopted pursuant to Section II.B., herein:
 - a. Harm-reduction practices and safer-use skills
 - b. How to educate Participants on harm reduction practices and safer use skills
 - c. Identification and response to overdoses of all drug classes and of different complexities
 - d. Mental health first aid
 - e. First aid and wound-care first aid
 - f. Overdose safety assessments, including assessing when a Participant can safely leave the Overdose Prevention Center without risk of overdose from consumption at the Overdose Prevention Center
 - g. Safer sex practices
 - h. How to educate Participants on safer sex practices

- i. How to conduct HIV, hepatitis, and sexually transmitted infections screenings and communicating results
- j. How to report communicable diseases to the Health Department in alignment with the Reportable and Communicable Diseases Rule
- k. Community drug-checking and result delivery in accordance with state and federal laws
- l. Withdrawal management when an opioid antagonist is administered to a Participant on site
- m. Culturally appropriate care
- n. Trauma-informed care
- o. Person-centered approaches

V. Provision of Services

A. Rights of Participants

- i. Code of Conduct.
 1. The Code of Conduct developed by the Administrative Body, in accordance with Section II.B., herein, shall be posted within the Overdose Prevention Center in a conspicuous location.
 2. A written copy of the Code of Conduct and the consequences of failing to observe the Code of Conduct shall be provided to each Participant during their orientation. Overdose Prevention Specialists or other specified Staff shall review with the Participant the Code of Conduct and the potential consequences of violating the Code of Conduct.
 3. The Code of Conduct shall be translated into at least the following languages:
 - a. Arabic
 - b. Burmese
 - c. Dari
 - d. French
 - e. Kirundi
 - f. Nepali
 - g. Pashto
 - h. Somali
 - i. Spanish
 - j. Swahili
 - k. Vietnamese
- ii. Grievance Policies and Procedures

1. Grievance policies and procedures developed by the Administrative Body, in accordance with Section II.B., herein, shall be posted in a conspicuous location within the Overdose Prevention Center.
2. Grievance policies and procedures shall be provided to Participants during their orientation to the Overdose Prevention Center.

B. Participant Eligibility

- i. The Overdose Prevention Centers shall develop a policy regarding Ineligibility Criteria in accordance with Section II.B.
- ii. The Overdose Prevention Center shall also establish a process for screening Participants to determine whether any of the Ineligibility Criteria apply.
- iii. Participants shall not be asked to present identification to be eligible for services.
- iv. The Ineligibility Criteria and screening process developed pursuant to Section II.B. shall be posted conspicuously at the registration area of the Overdose Prevention Center.
- v. When a Participant arrives at an Overdose Prevention Center, they shall first be screened for Ineligibility Criteria by a Staff person, who has been trained in accordance with these operating guidelines and Overdose Prevention Center policies.
 1. After completion of the screening process, the Staff person who conducted the screening will determine whether the Participant is eligible for services at the Overdose Prevention Center.
 2. If the Staff person conducting the screening determines the Participant is not eligible for services, the Participant may file a grievance in accordance with the grievance policies and procedures established by the Overdose Prevention Center.
 3. If the Participant is deemed eligible for services, the Participant shall be provided with a Participant orientation.
 4. A Participant deemed ineligible for services may be deemed eligible for services at a later date.
- vi. The policy for denial of services developed in accordance with Section II.B., herein, shall include protocols for addressing the needs of Participants who cannot self-inject or who are overly intoxicated and other circumstances that make a Participant ineligible for services. The policies shall consider the personal and professional

liability of the individual Staff and the whole Overdose Prevention Center.

C. Participant Orientation

- i. After a Staff member determines that a Participant is eligible to receive services from the Overdose Prevention Center, an orientation to the Overdose Prevention Center and services shall be provided by the Overdose Prevention Center Staff to the Participant.
- ii. The orientation shall include the following:
 1. The mission and value statements of the Overdose Prevention Center
 2. Services provided at the Overdose Prevention Center
 3. Services available through consultation and referral
 4. Participant Code of Conduct and potential consequences for violating the Code of Conduct
 5. Overdose Prevention Center policies and procedures, including
 - a. Emergency Procedures
 - b. Drug usage and sharing policy
 - c. Disposal of paraphernalia
 - d. Confidentiality and anonymity
 - e. Participant termination criteria and Grievance process
 - f. Security
- iii. Participants shall agree to the Emergency Procedures prior to receiving services.
- iv. Participants shall receive their Participant ID following completion of their orientation.
 1. The Participant ID is intended to allow anonymity of the Participant while allowing the Overdose Prevention Center the ability to track the Participant's Overdose Prevention Center use and medical and other referrals. This will facilitate effective follow-up and wrap around support of Participants.

VI. Required Services

- i. General
 1. Overdose Prevention Centers shall provide the following services, at a minimum:
 - i. Observation of consumption of pre-obtained substances through injection, snorting, or ingestion;

- ii. In accordance with III.E.ii.1, observation of pre-obtained substances through smoking; and
 - iii. Post-consumption observation and assessment of safety following consumption.
- 2. Overdose response including observing oxygen levels, administering opioid antagonists, responding to overheating and seizures, and calling emergency medical services;
- 3. Education on safer use, harm reduction, and overdose prevention practices;
- 4. Education on overdose responses including responses to opioid, stimulant, and multi-substance overdoses;
- 5. Provision of supplies for safer use and harm reduction practices including:
 - i. Safer-smoke supplies
 - ii. Safer-snort supplies
 - iii. Safer-injection supplies, including syringes
 - iv. Drug-preparation tools
 - v. Opioid antagonists
- 6. Education on disposal of use tools including syringes;
- 7. Collection and secured disposal of hazardous materials, including hypodermic needles and syringes, other injection equipment, and other drug-consumption tools;
- 8. Education on safer sex practices;
- 9. Provision of safer sex supplies, including condoms and lubrication;
- 10. Infectious disease education;
- 11. HIV, HCV, and STI screenings;
- 12. First aid;
- 13. Wound-care first aid;
- 14. Drug-checking;
- 15. Support using VT Helplink services; and
- 16. Referrals to:
 - i. Substance use treatment services
 - ii. Substance use recovery services
 - iii. Harm reduction organizations
 - iv. Wound care services
 - v. Primary care, dental, infectious disease providers, and other medical services
 - vi. Housing, nutritional support, and other social services

- vii. Legal aid services
- viii. Mental health service

ii. Referrals

1. Overdose Prevention Centers shall establish direct referral processes through which the Overdose Prevention Center contacts the agency being referred to on behalf of the Participant to reduce the burden on the Participant to initiate the engagement.
2. The direct referral processes shall include informed consent by the Participant and align with federal regulation regarding sharing of protected health information.
3. The Overdose Prevention Center shall maintain a record of referrals made on behalf of a Participant. The record shall be maintained separately from the Participant's Overdose Prevention Center record. The record shall contain the Participant's ID, the Participant's name, and any other information needed to make the referral. The record shall be maintained in accordance with the Confidentiality policy established pursuant to Section II.B. of these Guidelines and subject to Section III.C herein.
4. Overdose Prevention Centers shall establish direct referral processes with at least the following service providers in their geographic region:
 - i. Hub provider
 - ii. Infectious disease provider
 - iii. Mental health agency
5. Overdose Prevention Centers shall establish an evaluation process with direct referral agencies to identify the number of direct referrals made by the Overdose Prevention Center that resulted in at least one appointment by the Participant.
6. Overdose Prevention Centers shall have an established shared response protocol with the mental health crisis team serving in the Center's geographic region.



Proposal for Overdose Prevention Center (OPC) Guidelines Compliance

Introduction

The City of Burlington is required to submit a City Council-approved proposal that meets or exceeds the minimum requirements in [Act 178 \(2024\)](#) and the [OPC Operating Guidelines](#) set forth by the Vermont Department of Health (VDH) to establish a subrecipient agreement for the operations of an Overdose Prevention Center in Burlington.

Our proposal outlines a phased approach to ensure a structured and efficient process, prioritizing service assessment and policy development to build capacity before full implementation.

The Subrecipient must adhere to the Health Department Operating Guidelines, enter into a subrecipient agreement with the City of Burlington, and meet all city and state minimum grant agreement requirements prior to an executed contract and access to funding. Subrecipient must be in good standing with the State of Vermont.

All unspecified references herein are to the OPC Operating Guidelines.

1. Service Assessment (Section II.C.iv.3, Pg. 9-11) Phase 1

Objective: Conduct a comprehensive Service Assessment in compliance with Operating Guidelines to inform the structure, operations, and policies of the OPC, ensuring alignment with community needs and evidence-based harm reduction practices.

OPC Provider Submission Requirements: (Section II.C.iv.3, Pg. 9-11)

- Work collaboratively with the City and seek to contract with Pacific Institute for Research & Evaluation (PIRE) or a similarly qualified entity to conduct the required activities outlined in **Section II.C.iv.3**
- Conduct and complete all requirements in Service Assessment as listed.
- Submit Service Assessment Report to the City **upon completion**, or no less than **120 days** before OPC operations begin.

The City requirements (Section II.C.iv.3)

- Work collaboratively with the OPC Provider and their contractors to support the required activities related to the Service Assessment.
- Conduct community listening sessions & outreach meetings to understand concerns and promote transparency.
- Submit the Service Assessment Report to VDH no less than **90 days** before OPC operations begin.

- The Special Assistant on OPC Implementation will provide a copy of the Service Assessment Report to the City Council no less than **90 days** before OPC operations begin.

Required Activities:

Engagement with People with Living Experience (Section II.C.iv.1, Pg. 10)

- Engage with individuals who currently use substances to assess their needs, preferences, and barriers to accessing OPC services.
- Compensate participants for their time and insights to ensure equitable engagement.

Document feedback on:

- Preferred service offerings (e.g., wound care, drug-checking, naloxone distribution).
- Ideal OPC locations & accessibility considerations.
- Barriers to engagement & potential solutions.
- Preferred operational hours and consumption space design.

Stakeholder & Community Engagement (Section II.C.iv.2, Pg. 10-11)

Engage with key community partners & stakeholders, including:

- Local social service providers & harm reduction organizations (e.g., syringe service programs, housing and homelessness service providers).
- Medical & behavioral health providers (e.g., primary care, MAT providers, emergency departments, mental health).
- Law enforcement & emergency medical services (EMS).
- City officials & community organizations focused on public health and equity.
- Develop a neighborhood assessment to better understand and inform the City & OPC Provider.

Areas of interest include but not limited to:

- Considerations for potential site locations.
- Proximity to other community-based resources & social services.
- Community concerns.
- Prioritization of limiting residential impact.
- Baseline data on syringe litter, outdoor drug use, overdose incidents, public safety issues etc.
- Strategies for positive integration of the Center.

Service Assessment Report Requirements (Section II.C.iv.3, Pg. 11)

Summarize key findings, including:

- Target participant population characteristics.
- Estimated service demand based on harm reduction program data.

- Recommended facility location & model (fixed-site, mobile, or hybrid).
- Potential impact on community health & safety.
- Services to be provided at the Center.

2. Management (Section II.A & II.B- Pg. 5-9) Phase 1

Objective: Establish a strong governance structure to oversee OPC operations in compliance with Operating Guidelines. **The Administrative Body of the Center assumes ultimate responsibility for financial, operational, and policy management.**

The OPC Provider Requirements:

- Must have an Administrative Body. **(Section II.A, i, ii, iii – Page 5).**
- Work collaboratively with the City and seek to contract with Project Weber/Renew or a similarly qualified entity for technical assistance in completing the required activities outlined in **(Section II.A & II.B - Pg. 5-9).**
- Shall document and submit Governance Policies, Quality Assurance & Compliance Framework, Policies & Procedures for OPC Operations, Financial Policies & Procedures to the City **upon completion** and no later than 120 days prior to operating the OPC.
- Shall meet with the City OPC Implementation Special Assistant a minimum of monthly to strategize & share updates on implementation progress and potential setbacks or barriers.

The City requirements (Section II.C, Pg.9)

- The City shall provide the Policies and Procedures developed by the Administrative Body pursuant to **Section II.B** Within 10 business days of a request by VDH.
- Shall appoint a City Designee to oversee and work collaboratively with the Administrative Body and OPC Staff and manage the project.

Required Activities of the Administrative Body and OPC Provider:

Administrative Body (Section II.A - Pg.5-6)

- Shall maintain copies of the Policies & Procedures set forth in Section II.B **(Section II.A.1.a - Page 5).**
- Develop clear decision-making processes, meeting cadence & understanding of ultimate responsibilities. **(Section II.A.iii - Page 5).**
- Develop a quality assurance & compliance framework to include timely reporting structure. **(Section II.A.iv.c & d- Page 6).**
- Develop and/or adapt current financial policies and procedures to mitigate risk and ensure legal and financial accountability for the operations of the OPC. **(Section II.A.iv.b- Page 5).**
- Develop all relevant health and safety requirements **(Section II.A.vi.1.e - Page 6).**

Policy & Procedures Development (Section II.B - Pg. 6-9)

- The Administrative Body shall develop new policies and procedures or adapt and revise existing policies and procedures in Section II.B, by working in collaboration with OPC leadership and staff, technical assistance providers, such as Project Weber/RENEW (Rhode Island) or a similar expert entity.
- Develop comprehensive policies & procedures (**Section II.B,i, # 1 thru 41**) informed by the findings from the Service Assessment.
- Ensure policies align with **Sections II.C.i, III.C, D, III.F, III.G, III.H.**
- Establish policies covering but not limited to:
 - Employment & Staff contracting.
 - Volunteer roles & training.
 - Participant intake and eligibility screening.
 - Overdose response protocols (including opioid & stimulant overdoses).
 - Security & emergency response plans with medical services, hospital, fire, police.
 - Data collection and privacy protection under HIPAA and 42 CFR Part 2.
 - Workforce training & supervision policies.
 - Infection Control, Universal Precautions & Blood Borne Virus Control.
 - Hazardous waste management.
 - Data sharing agreements.
 - Participant Code of Conduct.
 - Grievance and termination.
 - Drug disposal.
 - Conflict of Interest.

Budget Submission (Sections II.C.iii - Pg. 9)

The OPC Provider Requirements:

- Upon request from the City and/or VDH the Administrative Body shall provide a 12-Month Budget & Budget Narrative (**Section II.C.iii, Pg. 9**).
- Shall at minimum include applicable line items from the Division of Substance Use Programs (DSUP) Invoice Template.

The City requirements:

- Upon request from VDH the City shall provide VDH a 12-Month Budget & Budget Narrative (**Section II.C.iii, Pg. 9**).
- Shall at minimum include applicable line items from the Division of Substance Use Programs (DSUP) Invoice Template.

3. Operations - Phase 1

Objective: Identify and secure a safe, accessible, and legally compliant site for the OPC, ensuring alignment with Operating Guidelines (**Section III.E, Pg. 16-18**).

Physical Space (Section III.E, Pg. 16-18)

The OPC Provider requirements:

- Work collaboratively with the City and utilize the Service Assessment (including the neighborhood assessment) to inform site considerations.
- Submit Site Acquisition Plan to the City.

The City requirements:

- Support OPC Provider in their search for a site.
- Cooperate in good faith in the issuance of any required building, land use, or other entitlements required from the City to operate.

Required Activities:

Develop a site acquisition plan, including but not limited to:

- Assessment of commercial real estate market.
- Connect with property broker.
- Lease/purchase strategy.
- Compliance with local zoning requirements.
- Consideration of accessibility for participants.
- Utilization of data related to overdose trends and incident reporting.
- Community Impacts and community health & safety concerns.

Develop initial facility design ideas to meet OPC Guideline requirements, including but not limited to:

- Consumption spaces (supervised use areas for injection, smoking, and other routes of administration). **(Section III.E.i.1, Pg. 16).**
- Post-consumption monitoring areas (ensuring participant safety after drug use). **(Section III.E.i.1.d, Pg.16).**
- Medical intervention & wound-care spaces. **(Section III.E.i.1.e, Pg. 16).**
- Smoking area requirements. **(Section III.E.ii, Pg. 17).**
- Private meeting areas for counseling, case management & referrals.

4. Operations- Phase 2

Objective: Facilitate final operational preparations for OPC launch, including site approval, facility setup, staffing, training, service implementation, and compliance with all City and State requirements.

Ensure that the Center is ready to provide comprehensive, low-barrier services to promote participant safety, health, and access to care.

The OPC Provider requirements:

- Work with the City to finalize approval of selected site, including by obtaining all necessary land use, building, and other entitlements.
- Ensure all required policies, procedures, protocols, and budgets identified in previous sections have been submitted to the City, submit any outstanding documents at least 90 days prior to the OPC opening.
- Submit any new or updated policies, protocols and process documents at least 90 days prior to the OPC opening.
- Pre-opening site visit with the City Designee at least 30 days prior to opening.

Facility Setup & Operations Launch

- Finalize site acquisition & facility setup **(Section III.E, Pg. 16-18).**
- Install necessary harm reduction supplies & medical equipment **(Section III.F, Pg. 18-19).**
- Implement participant intake & orientation process and confidentiality protocols developed in phase 1, Section II.B **(Sections V.B & V.C, Pg. 27-28).**

Equipment & Supplies (Section III.F, Pg. 18-19)

- Procure and safely store all required harm reduction supplies, medical equipment, and furnishings in compliance with regulations, ensuring the site is fully operational at launch. **(Section III.F.i.1-17 – Pg. 18-19).**
- Collaboration with existing SSP providers for Drug Checking services and harm reduction supply distribution as needed. **(Section III.F.ii - Pg. 19).**
- Procure regulation approved furniture **(Section III.F.iii - Pg. 19).**
- Ensure safe storage of all supplies with special attention to oxygen tanks. **(Section III.F.iv- Pg. 19).**
- Ensure handwashing stations readily available for participants throughout the Center. **(Section III.F.v - Pg. 19).**

Security (Sections III.G - Pg. 19-20)

- Implement the guideline-compliant security protocols adopted in phase 1, Section II.B to ensure the safety of participants, staff, and the broader community. **(Sections III.G.i & ii - Pg. 19-20).**
- Ensure all staff and volunteers have identification badges in alignment with guidelines. **(Section III.G.iii - Pg. 20).**
- Implement participant entry and exit protocol developed in phase 1, Section II.B **(Section III.G.iv - Pg. 20).**

Emergency Protocols (Section III.H -Pg. 20)

- Establish and integrate emergency response systems and overdose protocols in alignment the policy adopted in phase 1, Section II.B **(Sections III.H.i, Pg. 20).**
- Establish emergency overdose response training & procedures **(Section III.H.ii - Pg. 20).**

- Establish a policy for participants to agree to adhere to emergency protocols and procedures developed in phase 1, Section II.B (**Section III.H.iv - Pg. 20**).

Staffing, Training, & Required Participant Services (Sections IV, V, VI)

Objectives: Ensure adequate staffing, complete training, and delivery of all participant services as required under the OPC guidelines.

The OPC Provider requirements:

- Maintain sufficient, qualified staffing to ensure safe operations, adequate supervision, and responsive care during all hours of OPC operation. (**Section IV.A.i.ii, Section IV.B.i.ii.iii.iv.v.vi, Pg. 21-24**).
- Ensure all staff and volunteers receive comprehensive, role-specific training to safely and effectively support participants with evidence-based, trauma-informed, and harm reduction-centered practices. (**Section IV.C.i.ii, Pg. 24-26**).
- Conduct mandatory HIPAA, 42 CFR Part 2. Harm Reduction Principles, de-escalation and confidentiality training for staff. (**Section IV.C, Pg. 24**).
- Implement participant-centered policies for rights, eligibility, and orientation that uphold equity, transparency, and safety. (**Section V.A.i.ii, Pg. 26-27**), (**Section V.B.i.ii.iii.iv.v.vi, Pg. 27**), (**Section V.C.i.ii.iii.iv, Pg. 28**).

Required Services per Operating Guidelines

Objective: Deliver a full continuum of harm reduction services, including supervised consumption, medical support, health education, and direct referrals to care.

The OPC Provider requirements:

- Must provide at minimum the services outlined in (**Section VI Pg. 28-30**).
- Must adhere to all Policies and Procedures adopted in (**Section II.B**).

Data Reporting & Evaluation (Section II.C- Pg.9-13)

Objective: Implement a robust data systems and reporting protocols to ensure ongoing compliance, transparency, and outcome tracking.

Administrative Records & Reports (Section II.C- Pg.11-12)

The OPC Provider Requirements:

- Maintain required administrative records, ensuring compliance with de-identified data reporting. (**Section II.C.v.1, Pg. 12**).

- Establish an Administrative Record System such as NEO360 or comparable tracking system to collect required data **(Section II.C.v.1.a thru f.) Pg. 12).**
- Submit a data report in aggregate monthly for the first 3 months of operation, and quarterly thereafter. **(Section II.C.v.1, Pg. 13).**
- Submit reports due to The City by the 10th of the month following the end of the reporting period.

The City requirements:

- Submit a data report to VDH in aggregate monthly for the first 3 months of operation, and quarterly thereafter. **(Section II.C.v.1, Pg. 13).**
- Submit data reports to VDH. Reports due by the 15th of the month following the end of the reporting period. **(Section II.C.v.1, Pg. 12).**

Records Content and Management (Section III.B - Pg. 14)

Objective: Implement a secure, compliant administrative record system that supports participant confidentiality. **Section III.B & C, Pg. 14).**

The OPC Provider requirements:

- Maintain records for every participant in accordance with the policies and procedures adopted in phase 1, Section II.B **(Section III.B.i - Pg. 14).**
- Establish an Administrative Record System such as NEO360 or comparable tracking system to collect required data **(Section III.B.ii.2.a-h - Pg.14).**
- Adhere to operating guideline requirements **(Section III.B.iii, iv. & v).**

6. Annual Reporting Requirements (Section II.C.vii, Pg. 13)

The OPC Provider requirement:

- Submit required annual reports to the City no later than January 10th of each year of OPC operation. **(Section II.C.vii.1.a.b.c.d.e.f, Pg. 13).**

The City requirement: (Section II.C.vii.1.a.b.c.d.e.f, Pg. 13).

- Shall publicly post annual reports no later than January 15th of each year of OPC operation.
- Shall provide the Legislature the annual report no later than January 15th of each operating year.

Act 178 Study Collaboration (Section II.C.vi)

Objective: Support and participate in required evaluation efforts to assess the public health impact of OPC implementation in Burlington **(Section II.C.vi, Pg. 13.).**

The OPC Provider & City requirements:

- The City and its sub grantees will collaborate with the Department of Health and its associated contractors to complete the study as required by Act 178, supporting data collection and evaluation.
- The City and its sub grantees will participate in additional evaluation efforts that aim to provide information on the impacts of this pilot project in Burlington VT.
- The City and its sub grantees will collaborate with VDH & research entities to establish pre-implementation baseline data.

Conclusion

This phased approach provides a structured path to achieving full OPC compliance while allowing time for comprehensive planning and capacity building. By prioritizing service assessment, policy development and site search in Phase 1, the City ensures that all requirements are met before opening the OPC. The collaborative efforts between the City, OPC Partner, and technical assistance contractors will create a well-structured and sustainable harm reduction initiative in Burlington.



To: Burlington City Council
From: Office of the Mayor in partnership with Vermonters for Criminal Justice Reform (VCJR)
Re: DRAFT Project Proposal for the Burlington Overdose Prevention Center (OPC) Pilot Program
Date: April 14, 2025

We intend to bring the below draft proposal to City Council for a vote on April 28, 2025. This proposal is therefore subject to revision following your feedback at the 4/14/25 meeting of the City Council.

I. Summary

The City of Burlington, in collaboration with Vermonters for Criminal Justice Reform (VCJR), is launching a comprehensive, evidence-based Overdose Prevention Center (OPC) pilot program. This initiative directly responds to Vermont's overdose crisis and fulfills the mandates of Act 178 (2024) and the Vermont Department of Health's OPC Operating Guidelines. Through a phased approach, the OPC will provide a safe and supervised environment for people who use drugs, offer a full continuum of care, reduce public drug use and syringe litter, and save lives.

The City of Burlington is required to submit a City Council-approved proposal that meets or exceeds the minimum requirements in [Act 178 \(2024\)](#) and the [OPC Operating Guidelines](#) set forth by the Vermont Department of Health (VDH) to establish a subrecipient agreement with VCJR for the implementation of an Overdose Prevention Center in Burlington. (See Attachment, OPC Guidelines Compliance Plan)

Our proposal outlines a phased approach to ensure a structured and efficient process, prioritizing service assessment and policy development to build capacity before full implementation. The attached Letters of Support show the commitment of our community partners to support this project.

II. Background & Purpose

Vermont continues to face a public health emergency due to fatal and non-fatal overdoses. The OPC will provide low-barrier, trauma-informed services to individuals using pre-obtained substances, aiming to decrease overdose deaths, reduce infectious disease transmission, and improve community health & safety.

The Center will serve as a safe space for individuals to:

- Consume pre-obtained substances under the observation of trained staff who are equipped to respond to overdoses and other emergencies.
- Access harm reduction supplies, including sterile syringes, naloxone, and drug-checking services to prevent contamination-related harms.

- Receive education on safer drug use, overdose prevention, and available treatment options.
- Connect to a continuum of care through low barrier, onsite access to addiction treatment, medical care, wound care, mental health services, housing support, and other social services.
- Obtain support in meeting basic needs.
- The program will center the dignity, safety, and well-being of participants while prioritizing public health, community safety, and harm reduction principles. By providing a low-barrier, non-judgmental space, the Center will not only save lives but also foster trust with people who use drugs, leading to greater opportunities for engagement in care and support services.

NOTE: Persons with substance use disorder can utilize all services at the Center, even if they are not a person consuming drugs on site.

A strong emphasis will be placed on ensuring meaningful participation from people with lived and living experience, public health experts, community partners and other key stakeholders. This approach will help build community-wide support, reduce stigma, and address the systemic inequities that exacerbate the overdose crisis.

III. Selected OPC Provider: Vermonters for Criminal Justice Reform (VCJR)

VCJR is uniquely suited to implement Burlington's OPC due to its trusted relationships with the target population and deep roots in harm reduction and public health. VCJR:

- Operates a low-barrier recovery center in downtown Burlington.
- Has extensive experience with overdose prevention, wound care, and peer support.
- Partners with organizations such as Johnson Health Center, Vermont CARES, Pathways Vermont, and Howard Center.
- Employs staff with lived experience and proven success in supporting individuals with substance use disorder.

VCJR's two-phase approach includes immediate provision of non-consumption services and a deliberate rollout of consumption-related services once all state-mandated infrastructure and protocols are in place. (See attachment, VCJR LOI Submission)

IV. Phased Implementation Plan

Phase 1: Planning & Capacity Building (8-12 months)

Objectives:

- Conduct a comprehensive Service Assessment to include neighborhood assessment.
- Identify and secure an accessible, code-compliant fixed-site facility.
- Hire and train staff; build administrative and data systems.
- Expand existing VCJR services as a first step to full implementation of supervised consumption services (harm reduction support, medical, peer support, etc.)

Responsibilities:

- VCJR: Service Assessment, engage community, develop required policies and procedures.
- City of Burlington: Coordinate citywide public engagement, support planning, submit required reports to the Vermont Department of Health.

Site Selection & Facility Planning

The successful implementation of the OPC pilot hinges on identifying a safe, accessible, and code-compliant facility that also has community buy-in. A thoughtful, community-informed site selection process will ensure the physical space meets operational requirements and integrates well within the surrounding neighborhood.

Site Selection Process

The City and VCJR will collaborate on a comprehensive, phased site selection plan, incorporating guidance from the OPC Operating Guidelines, harm reduction best practices, and community feedback. The process will include:

A Neighborhood Assessment (as part of Service Assessment) conducted in partnership with a qualified research entity (e.g., PIRE), this will assess:

- Data-informed assessment of community needs and overdose trends.
- Proximity to existing social and health services.
- Potential neighborhood impacts and mitigation strategies.
- Syringe litter and public use baselines.
- Accessibility for target populations.

Stakeholder & Community Engagement (Service Assessment)

- Host listening sessions with residents, businesses, and people with lived experience.
- Share criteria and timelines for site selection to build transparency and trust.
- Gather feedback on ideal locations, safety concerns, and accessibility.

Site Acquisition Plan

VCJR and the City will jointly develop a plan that includes:

- Site search through commercial brokers.
- Lease or purchase strategy.
- Due diligence for zoning, ADA compliance, safety, and ventilation standards.
- A preliminary facility design that aligns with OPC Guidelines (e.g., separate consumption and post-consumption areas, medical bays, counseling rooms, secure supply storage).

City Support & Entitlements

- The City will work in good faith to advance necessary zoning amendments as needed prior to site selection.
- The City will provide timely review of zoning, land use, and building permits to support program timelines.
- A pre-opening site inspection and approvals will occur at least 60 days prior to launch.

Facility Design Considerations

The facility will be designed with participant-centered needs in mind and meeting all state standards for:

- Supervised use spaces.
- Post-consumption monitoring areas.
- Medical and wound-care rooms.
- Confidential counseling and intake rooms.
- Staff and security areas.
- Handwashing and hygiene stations.
- Emergency response readiness.

Phase 2: Operations & Compliance

Objectives:

Relocate existing VCJR services to the newly acquired site (harm reduction support, medical, peer support, etc.).

Begin supervised consumption services (injection, ingestion, snorting & smoking) upon full compliance with the OPC Operating Guidelines prior to operation, including:

- City Council approved code-compliant fixed-site facility.
- Staffing ratios.
- Equipment and facility standards.
- Data collection and evaluation.
- Emergency protocols and referral systems.

V. OPC Services and Model

VCJR will utilize findings from the Service Assessment to design the Center services and model per the Operating Guidelines.

VCJR will provide at minimum State-Mandated Core Services:

- Supervised substance use and post-consumption monitoring.
- Overdose prevention and response.
- Drug checking (in partnership with VT CARES).
- Distribution of safer use and safer sex supplies.

- First aid and wound care.
- Infectious disease testing and education.
- Direct referrals to medical, housing, mental health, and treatment services.

Additional Services Currently provided by VCJR

- Peer support.
- Medical care (with Johnson Health Center).
- MOUD and mental health care.
- Case management, food and clothing assistance.

NOTE: Supervised consumption activities will take place in a private room/s, away from all other embedded ancillary medical, social and harm reduction services.

VI. Funding & Use of Opioid Settlement Funds

This pilot program is funded through the Vermont Opioid Abatement Special Fund, consistent with state priorities and national opioid settlement guidance. Section 2 of Act No. 178 appropriates for Fiscal Year 2025 \$1.1 million to VDH for the purpose of awarding grants to the City for establishing an OPC upon submission of a grant proposal that has been approved by the City Council and that meets the requirements of 18 V.S.A. § 4256 and the Guidelines. Section 2 also expresses the General Assembly's intention to continue appropriating funds for the same purpose through Fiscal Year 2028.

Funding Commitments & Oversight

- The City of Burlington will serve as the fiscal agent, overseeing all disbursements and reporting obligations to the Vermont Department of Health (VDH).
- A subrecipient agreement between the City and VCJR will establish roles, responsibilities, and compliance measures.
- Funding will support both Phase 1 (planning & capacity building) and Phase 2 (operations & implementation).

Allowable Expenses

Funding will be allocated to eligible line items, including but not limited to:

- Staff salaries and training.
- Facility acquisition.
- Construction and/or customizations of building to meet requirements.
- Capacity building.
- Technology & software.
- Equipment and furnishings.
- Harm reduction and medical supplies.
- Community engagement and communications.
- Technical assistance (e.g., Project Weber/RENEW).
- Subcontracting for Service Assessment and evaluation support.

- Administrative and operational costs.

Budget Transparency & Reporting

- VCJR will develop a 12-month budget and narrative aligned with DSUP Invoice Template.
- The City will provide consolidated reports to VDH, City Council and the Legislature.
- Reports will include monthly and quarterly data, along with required annual outcome metrics.
- Budget updates will be shared regularly with City Council and stakeholders to ensure transparency and accountability.

Sustainability Planning

While the pilot is initially funded through settlement dollars, the City and VCJR are actively exploring additional public and private funding sources to ensure long-term sustainability, including:

- Other harm reduction or behavioral health grants.
- Additional Opioid Settlement Funds.
- Medicaid billing for eligible services.
- Philanthropic and community-based support.

Ongoing Community Engagement

VCJR and the City will lead sustained community engagement through:

- Engagement with people with lived/living experience.
- Engagement across diverse Stakeholders (EMS, police, social service orgs, health care providers).
- Community forums and presentations at Neighborhood Planning Assemblies.
- Media and public education campaigns.
- Community updates.

VII. Evaluation

All data and service metrics will be collected in accordance with Act 178 and submitted to the Vermont Department of Health.

This includes quarterly reporting:

- Participant visit records (de-identified).
- Number and outcomes of overdoses & interventions used to reverse overdoses.
- Number of EMS calls for assistance at the Center.
- Referrals and services accessed.
- Public health and safety outcomes.

This includes Annual Reporting:

- Number of program participants.
- Deidentified demographics.
- Number of overdoses and overdose reversals.
- Number of EMS and law enforcement calls for assistance at the Center.

- Number of participants directly referred to other services and the type of service.

This includes ACT 178 Study Requirements:

- Collect data and additional information as requested by the Vermont Department of Health (VDH).
- Work collaboratively with VDH and its associated contractors of complete the study described in Act 178, Section 3 (2024), and other evaluation initiatives.
- Provide data to VDH in a timely manner.

VII. City-Provider Partners Shared Commitment to Successful Implementation

- The Overdose Prevention Center (OPC) initiative represents a strong and intentional partnership between the City of Burlington and Vermonters for Criminal Justice Reform (VCJR), rooted in a shared commitment to health equity, public safety, and community well-being. This collaborative approach ensures that both entities are fully aligned in purpose, roles, and responsibility throughout the project.
- As the fiscal agent, the City of Burlington will provide essential oversight and administrative coordination. This includes managing the state grant award, submitting deliverables to the Vermont Department of Health (VDH), and facilitating education, engagement, and outreach activities to ensure community awareness and support. The City will also play a key role in supporting site readiness and aligning implementation efforts with local and state policies.
- Vermonters for Criminal Justice Reform (VCJR) will lead the day-to-day operations of the OPC. This includes staffing the site with trained personnel, delivering trauma-informed and evidence-based harm reduction services, collecting and reporting data, and ensuring full compliance with operational and safety guidelines. VCJR brings deep experience in research-informed service delivery and a strong commitment to person-centered care.
- To ensure accountability, transparency, and collaboration, the City and VCJR will hold regular monthly meetings to review progress, address challenges, and align on strategic decisions. This structure promotes shared ownership of the project's success and ensures that the voices of all stakeholders—especially people who use drugs and frontline service providers—are centered throughout implementation.
- Together, the City and VCJR are committed to establishing a model of care that is responsive, community-informed, and rooted in dignity, compassion, and public health best practices.

VIII. Conclusion: A Life-Saving Investment

Overdose Prevention Centers are proven tools for saving lives, reducing harm, and linking individuals to care. By supporting this pilot OPC in Burlington, the City Council will:

- Deliver a critical intervention for people at the highest risk.
- Improve public health and safety and reduce emergency service burdens.
- Build trust with vulnerable community members.
- Fulfill the mandates of Act 178 while centering dignity, equity, and public health.

The City of Burlington and VCJR are prepared to implement this evidence-based, community-informed solution with urgency, thoughtfulness, and integrity.

Attachments:

Vermont OPC Operating Guidelines

Grant Compliance Plan

VCJR LOI and Supplemental Response

Letters of Support (Johnson Health Care, Vermont CARES, Pathways, Howard Center, Karen Paul, Miro Weinberger)

City Council Memo 4/10/2025

Letter of Interest

February 24, 2025

Vermonters for Criminal Justice Reform, Inc.
Tom Dalton, Executive Director
109 Bank Street
Burlington, Vermont 05401
tom@vcjr.org
(802) 355-1685

Re: Burlington Overdose Prevention Center Pilot Program

Vermonters for Criminal Justice Reform, Inc. (VCJR) proposes to participate in the implementation of the City of Burlington's Overdose Prevention Center pilot program (OPC) as the primary community-based subcontractor.

Organizational Fit

VCJR is uniquely suited to implement an OPC in Burlington because VCJR has already earned trust and credibility within the population of focus and because VCJR is already serving many of those most likely to access OPC services in Burlington. VCJR has also earned trust and credibility among many key stakeholders and community partners through years of responsible organizational citizenship, and through successful implementation of important harm reduction and public health programs.

VCJR is a Vermont nonprofit organization based in Burlington and has been in operation since 2013. Our mission is to reduce harms associated with the criminal legal system and help those impacted by the criminal legal system build healthy lives. People living with substance use disorders are at high risk for criminal legal system involvement. Much of our policy work is at the nexus between drug policy reform and criminal justice reform. Our direct services are designed to reduce harm among people living with substance use disorders. Common harms include drug overdose, dangerous wounds and infections, homelessness and unnecessary incarceration. When individuals living with substance use disorders succeed, the entire community benefits.

Executive Director Tom Dalton and Director of Client Services Jess Kirby have been community leaders in advocating for harm reduction and public health approaches to substance use, and leaders in implementing innovative harm reduction and public health programs in Burlington. Through decades of service, VCJR staff have established relationships of trust with many of those who are most likely to access an overdose prevention center pilot program in Burlington: individuals experiencing compulsive opioid and stimulant use who live within walking distance

of downtown Burlington, especially those who are unhoused, have experienced drug overdose and are currently using drugs alone or in public settings.

VCJR is already reaching many of those at highest risk (according to VCJR participant data collected at the time of intake):

- 90% reported that they were currently unhoused or insecurely housed
- 80% reported current injection drug use
- 81% tested positive for both stimulants and opioids
- 94% reported a history of overdose (54% reported an overdose within the prior 6 months)
- 86% reported a history of serious wounds, blood infections or endocarditis (34% had current wounds or infections)
- 57% experienced serious mental health symptoms related to stimulant use
- 64% had been recently released from incarceration
- 99% reported extremely low or very low income (based on HUD income guidelines)

Those we serve all too commonly experience a parade of horrors including drug overdose, transmission of HIV and hepatitis C, endocarditis (heart infection), blood infections, profound health disparities, homelessness, incarceration, termination of parental rights, exploitation, assault, gun violence and very high rates of mortality from all causes. Those we serve want, desperately need and profoundly benefit from low barrier services that “meet them where they are at,” but don’t leave them there! True harm reduction embraces any positive change. VCJR actively supports the full range of opportunities to reduce harm through harm reduction, evidence-based drug treatment and recovery services.

VCJR currently operates a low barrier, walk-in recovery center for people who are living with opioid or stimulant use disorders, located in downtown Burlington, with over 300 program participants. Services include harm reduction services, peer support, case management, drug treatment, community re-entry services (for individuals transitioning from incarceration), criminal legal system diversion and specialized medical support services. The center is operated using harm reduction, trauma informed and restorative approaches.

Substance use disorders are chronic, relapsing health conditions. For most people, the recovery process takes place over a long period of time (often years) and includes periods of both use/relapse and non-use. Unless you are willing to work with people who are actively using drugs, you will not be available to help people when they need it most. Abstinence/recovery organizations that refuse to work with people who are currently using substances miss important opportunities to prevent unnecessary harm, build motivation for change and facilitate access to life-saving medical care, drug treatment and recovery services.

VCJR staff specialize in supporting individuals throughout the entire recovery process (including during periods of use) and have successfully helped many people transition from active use to sustained recovery. Success requires a willingness and commitment to support people in

addressing a very broad range of evolving needs over long periods of time. Very few programs are designed to make this possible. VCJR is designed to promote sustained engagement over time and this is one of the important reasons VCJR is uniquely suited to implement OPC services as part of our menu of co-located harm reduction, medical, drug treatment and recovery services.

Project Vision

VCJR proposes to implement services at a fixed site located in downtown Burlington with the capacity to accommodate a non-smoking consumption area with four stations, a smoking consumption area, a post-consumption observation and assessment area, a medical intervention area and space for ancillary services including case management, medical care and drug treatment services.

VCJR proposes to integrate and contextualize consumption-related OPC services within a broader continuum of services designed to promote both individual and community health, wellbeing and recovery. Services will be provided on site by both VCJR and collaborating community partners.

VCJR will leverage VCJR's existing core services and staff to establish a new multi-service health resource for those who are at highest risk for fatal drug overdose. VCJR will work with the City of Burlington and stakeholders to determine an appropriate location for the new resource within the geographic area where data indicates most fatal drug overdoses occur.

Integrating OPC services within a larger collection of co-located services will help reduce stigma, protect participant confidentiality (participants may be entering the building for a variety of services unrelated to consumption-related services), increase overall program effectiveness and facilitate community support.

VCJR proposes to implement services in two phases:

Phase I: Capacity Building Phase (to begin at the grant subcontract start date)

Key tasks:

- Planning
- Capacity building
- Service assessment
- Community engagement
- Development of state-mandated policies and procedures
- Establishment of coordination protocols with local emergency medical services
- Establishment of direct referral and evaluation protocols with HUB, infectious disease and mental health services
- Establishment of a shared response protocol with local crisis services
- Site selection and preparation
- Staff hiring and completion of state-mandated staff training

- Establishment of data collection and reporting procedures
- Implementation of all direct services except services related to on-site consumption (initially at VCJR's recovery center and transitioning to the new site as soon as possible)

Phase II: Full Implementation Phase (to begin 8-12 months from the grant subcontract start date)

Key tasks:

- Implementation of services related to on-site consumption
 - Services related to consumption via injection, snorting and ingestion to begin at the start of Phase II
 - Services related to consumption via smoking to begin within 6 months of the start of Phase II

VCJR proposes to participate in identifying and acquiring the new project site and begin implementing all services except consumption-related services as soon as possible (as part of the capacity building phase). Rapid implementation of all services except consumption-related services will allow the project to begin to improve the health and safety of the Burlington community as quickly as possible. This approach will also provide opportunities for site development, new staff hiring/training and community outreach prior to implementation of consumption-related services. This phased approach will allow participants to become accustomed to receiving services at the new site prior to implementation of consumption-related services and create opportunities to help participants prepare for responsible participation in consumption-related services in advance of full service implementation.

Services will include:

- Phase I State-Mandated OPC Services
 - Access to safer use and safer sex supplies and safe disposal of safer use supplies
 - Provision of supplies for safer use and harm reduction including Narcan/naloxone
 - Collection and secured disposal of hazardous materials, including hypodermic needles and syringes and other supplies
 - Provision of safer sex supplies
 - Provision of drug checking services (in collaboration with Vermont CARES)
 - Educational Services
 - Education on safer use, harm reduction and overdose prevention practices
 - Education on overdose responses including responses to opioid, stimulant and multi-substance overdoses
 - Education on safe disposal of used supplies including syringes

- Education on safer sex practices
- Education on infectious diseases
- Linkage and Referral Services
 - Support using VT Helplink services
 - Referrals to:
 - Substance use treatment services
 - Substance use recovery services
 - Mental health services
 - Harm reduction services
 - Wound care services
 - Medical services
 - Shelter/Housing
 - Food/nutritional support
 - Legal aid services
 - Other social services
- Health Services
 - HIV, HCV and STI screenings
 - First aid/Wound-care first aid
- Phase I Non-Mandated OPC Services
 - case management (including specialized medical case management)
 - drug treatment (including MOUD, contingency management and counseling)
 - medical care (including primary care, MOUD, mental health medications and hepatitis C treatment in collaboration with the Johnson Health Center)
 - peer support (including through use of the Intentional Peer Support (IPS) service model in collaboration with Pathways Vermont)
 - basic needs assistance (clothing, public benefits, employment)
- Phase II State-Mandated OPC services
 - Observation and health monitoring of individuals consuming pre-obtained substances via injection, snorting, ingestion or smoking
 - Post-consumption observation and assessment of safety following consumption
 - Overdose response

All OPC services will be implemented in accordance with Vermont Overdose Prevention Center Operating Guidelines. All services will center the dignity, safety and well-being of participants while prioritizing public health and community safety.

Organizational Capacity

VCJR is a non-profit 501(c)(3) organization under the leadership of a board of directors and an executive director. Our board of directors provides financial oversight to the organization and includes two practicing attorneys and a retired law enforcement officer. VCJR uses professional financial service providers including a payroll service, bookkeeping service, insurance broker and tax service. We anticipate that VCJR's board of directors would function as the Administrative Body required by the Vermont Overdose Prevention Center Operating Guidelines. Over half of our staff and board are people with lived experience.

VCJR is currently staffed with three full time employees, each with extensive experience working with people living with substance use disorders including people who inject.

VCJR Executive Director Tom Dalton is an attorney and licensed alcohol and drug counselor who has worked with people who inject for over 25 years. As a former Director of HIV Services Programs at the Vermont Department of Health, he helped introduce harm reduction approaches to Vermont and helped to establish the first Vermont Department of Health guidelines for operating syringe service programs. After transitioning to the Howard Center, he created the Howard Center Safe Recovery Program (harm reduction and syringe services program) and supervised the program for about 17 years. He has been executive director of VCJR for about 7 years.

VCJR Director of Client Services Jess Kirby has over 10 years of experience implementing harm reduction and syringe services programs, including 8 years as supervisor of syringe services at Howard Center Safe Recovery. Jess has a Bachelor's degree in social work, is a certified recovery coach and is a person with lived experience. Jess holds a seat on the Vermont Opioid Settlement Advisory Committee. We anticipate that Jess Kirby would hold the position of Overdose Prevention Center Director required by the Vermont Overdose Prevention Center Operating Guidelines.

VCJR Harm Reduction Services Coordinator Sarah Ashley Simmons has over 8 years of experience working with people with substance use disorders in a variety of settings including at the Howard Center Chittenden Clinic, First Call of Chittenden County, Treatment Associates, Day One/UVM Medical Center and Maple Leaf Treatment Center. Sarah Ashley is completing a Master's degree in clinical mental health counseling and is a person with lived experience.

Several key collaborations are already in place at VCJR that will be important in implementing an OPC. These include:

Medical Services - Johnson Health Center

VCJR and Johnson Health Center (JHC) currently work together to provide low barrier primary care, MOUD treatment for opioid use disorder, mental health medications and specialized medical services (such as wound care and treatment of hepatitis C infections) to VCJR program

participants both at VCJR's recovery center and at Johnson Health Center's co-located office adjacent to VCJR's recovery center. This includes both in person and telehealth services. JHC provides medical services and VCJR provides medical outreach and specialized medical case management services. VCJR and JHC intend to extend this collaboration to provide on-site medical services at the new OPC location. We anticipate that JHC medical provider Caroline Butler would hold the position of OPC Medical Director required by the Vermont Overdose Prevention Center Operating Guidelines.

Drug Checking Services - Vermont CARES

Vermont Overdose Prevention Center Operating Guidelines require the provision of on-site drug checking services at part of OPC implementation. VCJR and Vermont CARES currently work together to provide drug checking services to VCJR program participants. Vermont CARES brings their mobile drug checking machine to VCJR's recovery center weekly and Vermont CARES staff and volunteers conduct drug checking services on site. Vermont CARES also provides drug checking services at their own location in downtown Burlington and VCJR staff refer to that site as well. VCJR and Vermont CARES intend to extend this collaboration to provide on-site drug checking services at the new OPC location.

Peer Support Services - Pathways Vermont

VCJR and Pathways Vermont (Pathways) currently work together to support many people who are living with substance use disorders and co-occurring mental health disorders, and struggle to maintain stable housing. Pathways has expertise in implementing services using the Intentional Peer Support (IPS) model. For example, Pathways is providing peer support at the new Mental Health Urgent Care program in Burlington using this model. Pathways intends to provide technical support, training and implementation support on the IPS model at the new OPC location in collaboration with VCJR. Many of those who are likely to access OPC services will benefit from peer support and our IPS model collaboration will significantly enhance our peer support services.

Linkages to Treatment – Howard Center

All three of VCJR's current full-time staff are Howard Center alumni with many long-standing professional working relationships with Howard Center staff and leadership. VCJR and Howard Center have many shared participants and VCJR frequently links VCJR participants to Howard Center services (MOUD, outpatient counseling, developmental services, mental health services, crisis services). Howard Center has committed to collaborating with VCJR to ensure effective linkages between services for OPC services participants. Howard Center is the largest provider of mental health and drug treatment services in Chittenden County, and this collaboration will help ensure that Burlington's OPC provides an effective door to access the full continuum of drug treatment and mental health services.

VCJR already works closely with many other community partners as well, including UVM Medical Center, the City of Burlington, first responders and others. For example, VCJR staff are often invited as guest lecturers for college classes. VCJR often hosts medical students at our recovery center. And VCJR often works with academic researchers. These existing relationships and connections will help ensure that Burlington's OPC functions as an important community resource.

Key areas for capacity building include:

Staffing

While VCJR currently has a staff that is highly experienced, skilled and effective, we will need to build additional staffing capacity to both maintain our current efforts and implement a new OPC. During the planning and capacity building phase of implementation, VCJR would like to hire a full-time administrative assistant with human resources expertise. This will help to free up Executive Director and Director of Client Services staff time to focus on OPC implementation and to build new administrative systems and practices in anticipation of full OPC implementation. In addition, we would like to hire a full-time OPC Implementation Specialist to take the lead in developing the more than 40 policies required under the Vermont Overdose Prevention Center Operating Guidelines, support proposal development, develop training protocols for OPC staff and increase organizational capacity to participate in community engagement relating to OPC implementation.

As the planning and capacity building phase transitions to the full OPC implementation phase, VCJR will need to hire the additional direct service staff required under the Vermont Overdose Prevention Center Operating Guidelines to provide supervised consumption services. We would like to complete this hiring well in advance of full OPC implementation to allow for extensive staff onboarding and training.

VCJR will also look to increase our capacity to contract for professional and specialized services (legal, financial, security, cleaning, hazardous waste disposal).

Board Development

VCJR intends to increase the size of our Board of Directors by adding additional directors with expertise relevant to OPC implementation and OPC organizational oversight. VCJR will be seeking to support the board with new board development opportunities as our staff size and organizational budget increases with the implementation of OPC services.

Program Equipment and Supplies

VCJR will need to purchase additional equipment to support new staff (computers, cellphones, office equipment, software) and to implement OPC services (harm reduction supplies, self-

inflating valve masks, pulse oximeters, automated external defibrillator, PPE, hospital grade disinfectant cleaning supplies, hazardous waste disposal supplies, oxygen tanks, furniture).

Technical Assistance/Staff Training and Development

VCJR will seek specialized technical assistance and training related to OPC implementation from staff at existing OPC programs. VCJR will seek to send staff to tour existing OPCs and participate in on-site learning.

OPC Community Placement/Buildout

VCJR's current site (recovery center at 109 Bank Street) is not an appropriate site for OPC implementation. Although the location is very good in terms of access to those most at risk of overdose, especially those who are unhoused, our current site is not configured in compliance with Vermont Overdose Prevention Center Operating Guidelines and could not be easily re-configured. In addition, our current location is across the street from the temporary community high school, and this may cause community concerns that are best avoided.

VCJR will seek support in identifying an appropriate OPC space that can accommodate key wraparound services and in building out the space to comply with Vermont Overdose Prevention Center Operating Guidelines.

VCJR has several leads for space and has already had conversations with several potential landlords. Going forward, VCJR intends to engage a professional commercial realtor. VCJR would like to explore the option of buying or building a site to improve long term sustainability and avoid potential landlord concerns. City support in identifying an appropriate OPC site would be welcomed and appreciated.

Community Engagement

VCJR leadership has been participating in local community engagement about harm reduction approaches to substance use disorder for over 25 years and about implementation of an overdose prevention center in Burlington for nearly a decade. Both VCJR's Executive Director Tom Dalton and Director of Client Services Jess Kirby were part of the commission formed by Chittenden County State's Attorney Sarah George in 2017 that first brought the OPC concept to broad public attention in Burlington –along with fellow commission members Burlington OPC Special Assistant Theresa Vezina and Burlington Police Chief Shawn Burke. That same year, we began engaging potential OPC program participants by conducting a survey of syringe exchange participants at the Howard Center Safe Recovery program. That survey documented an acute local need for OPC services and strong interest in OPC participation among potential beneficiaries. For the last two years, VCJR has been collecting additional survey data from our own program participants. This data shows that 93% of VCJR program participants say that they would use an OPC if they were experiencing a period of active substance use.

VCJR staff were very active in the effort to pass OPC enabling legislation including by providing legislative testimony and advocacy over a period of years; actively participating in community coalitions like the Burlington's Community Stat, Vermont Overdose Prevention Network and Decriminalize Vermont; writing letters to legislators; participating in multiple press conferences and media interviews; participating in Overdose Awareness Day events over a period of years; and by engaging in hundreds of individual and small group community conversations with policy leaders and other key stakeholders.

Jess Kirby was a key advocate in securing a legislative appropriation for OPC implementation through her work as a member of the Vermont Opioid Settlement Advisory Committee, which recommended the use of opioid settlement funds for implementation of an OPC pilot program.

Recently, Tom Dalton and Jess Kirby presented at the August 12, 2024 meeting of the Burlington Planning Commission and participated in a discussion about recommended land use and zoning approaches to an OPC in Burlington. Jess Kirby participated in several of the Mayor's Public Safety panels in Burlington in recent months, provided harm reduction trainings to Burlington CEDO employees and members of the Chittenden County Homeless Alliance, and is participating in community education presentations on OPCs at several Burlington ward meetings in the coming weeks.

VCJR will continue to engage people with lived experience as well as other stakeholders and community partners in collaboration with the City of Burlington, including by:

- Fulling complying with the Service Assessment requirements of the Vermont Overdose Prevention Center Operating Guidelines in collaboration with the City of Burlington
 - Direct engagement/focus group/surveys with individuals with living experience
 - Community partner/stakeholder engagement
 - Completion of a Service Assessment report
- Continuing to ensure strong participation of people with lived experience as VCJR staff members, supervisors and board members
- Hiring an OPC Implementation Specialist to increase organizational capacity to surge community and media engagement (media interest in OPC implementation is strong), especially in the months leading up to and following the initial implementation of full OPC services in Burlington
- Prioritizing OPC site implementation and implementation of all direct services other than services related to on-site consumption so that individuals with living experience, neighbors, policy leaders and media can experience successful implementation of direct services to people with living experience at the OPC site prior to implementation of services related to on-site consumption
- Providing opportunities for media, policy leaders, neighbors and others to visit the OPC site (through open houses, tours, media visits, hosted events)
- Providing direct outreach to key neighbors including nearby businesses
- Partnering with the City of Burlington, coalition partners and other on coordinated public engagement strategies
- Continuing to actively participate in community coalitions

- Continuing to engage legislators and other policy leaders
- Continuing to participate in community meetings, educational presentations and events
- Continuing to engage media through press releases, op eds and media interviews
- Increasing capacity for community engagement via our website and social media

Statement of Understanding

By submitting this Letter of Intent (LOI), we affirm that we have read, understand, and will comply with the Vermont Department of Health Guidelines for Overdose Prevention Centers as outlined in Act No. 178 of 2024.

Summary

VCJR is uniquely suited to implement an OPC in Burlington because of our earned trust and credibility with key stakeholders, proven ability to engage those most likely to access OPC services, extensive history in advocating for effective approaches to substance use disorder, successful implementation of innovative harm reduction and public health programs, highly skilled and experienced staff, and capacity to build on currently existing services and community collaborations. VCJR's approach is designed to permit and promote the kind of sustained service engagement over time necessary to effectively initiate and sustain full remission from substance use disorder. This will allow Burlington to realize the full potential of an OPC to not only provide emergency overdose response services to the hundreds of people who are struggling to survive day to day, but also to aid and support those who are seeking a path to recovery and long-term safety over time.

VCJR proposes to integrate and contextualize supervised consumption services within a broader continuum of co-located services designed to promote individual and community health. VCJR proposes to implement OPC services at a new fixed site location in downtown Burlington using a phased approach designed to build participant and community engagement and support.

VCJR's organizational capacity includes strong community connections, strong staff expertise and experience, strong community collaborations and a commitment to additional capacity building as part of program implementation.

VCJR leadership has been actively engaged in community conversations related to effective policy approaches to substance use for over 25 years, including in advocating for establishment of overdose prevention centers in Vermont. VCJR is ready and willing to offer the City of Burlington an experienced community partner in the establishment of an effective OPC pilot program, and we welcome that opportunity.

Sincerely,



Tom Dalton, JD MA LADC, Executive Director

Attachments

Letter of Support - Johnson Health Center (Collaborating Community Partner – medical services)

Letter of Support - Vermont CARES (Collaborating Community Partner – drug checking services)

Letter of Support – Pathways Vermont (Collaborating Community Partner – peer support services)

Letter of Support - Howard Center (Collaborating Partner – direct referrals to HUB, crisis and mental health services)



Dear City of Burlington,

On behalf of the Johnson Health Center (JHC), I am writing to express our strong support for Vermonters for Criminal Justice Reform (VCJR) and their critical efforts to establish an Overdose Prevention Center (OPC) in Burlington. Over the past two years, JHC has partnered with VCJR to provide low-barrier access to medical care, and we have developed a dedicated panel of over one-hundred individuals who benefit from the collaborative and compassionate care that our partnership provides. Through this work, we have witnessed the profound impact that VCJR has on the lives of individuals in our community.

VCJR has demonstrated an unparalleled commitment to addressing the overlapping crises of addiction, homelessness, overdose prevention as well as the unique health needs of the vulnerable population. Their harm reduction services are rooted in trust, compassion, and respect. This approach creates a safe and welcoming environment for individuals who use drugs. For many clients, VCJR serves as their only point of contact with service providers, offering essential resources such as overdose prevention and response, harm reduction education, and basic necessities like food and warm clothing as well as medical care access.

Through our collaboration with VCJR, the Johnson Health Center has been able to extend our low-barrier medical services to meet the needs of this vulnerable population. Together, we work to address not only immediate health concerns but also long-term health outcomes, helping individuals navigate complex challenges with the support of trusted providers. With the establishment of an OPC, this partnership will expand to ensure that clients have access to both a safe space to use substances and the medical care they need to improve their health and well-being.

The need for an OPC in Burlington is urgent. Overdose Prevention Centers have been proven to reduce fatal overdoses, prevent the spread of infections, and offer a much needed access to supports and services. These centers also enhance public health and safety by reducing public drug use and syringe litter across the community. With their extensive expertise and trusted relationships within the drug-using community, VCJR is uniquely qualified to lead this initiative.

The Johnson Health Center is proud to stand alongside VCJR in this critical work. We are fully committed to continuing and expanding our partnership to support the OPC and



ensure its success. Together, we can address the immediate risks of overdose and drug-related illness while building a healthier, safer community for all.

Thank you for considering this letter of support for VCJR. If you have any questions or would like more information about our partnership, please feel free to contact me directly.

Sincerely,

Caroline Butler, NP-C

Nurse Practitioner
Founding Member
The Johnson Health Center
802.251.6209
221 Lower Main Street West
Johnson, VT 05656

117 Bank Street
Burlington, VT 05401

Dear City of Burlington,

I am writing to you to express my wholehearted support for Vermonters for Criminal Justice Reform (VCJR) to be the community provider to implement an Overdose Prevention Center (OPC).

The staff and leadership at VCJR have a long history of providing low-barrier harm reduction services to people who use drugs in Burlington. I observe a deep level of mutual respect between providers and clients when I provide drug checking services there weekly. VCJR creates a warm and welcoming space that is responsive to the needs of clients, including the provision of health services, overdose prevention and response, harm reduction, and food and warm gear. For many of their clients, they are the only touchpoint with service providers. VCJR is uniquely positioned to run an OPC because of the strong relationships with the drug-using community and local organizations, such as ours.

CARES supports the establishment of an overdose prevention center. We have lost many clients to overdose and HIV/AIDS over the years. There are endless benefits to OPC, including the reduction of individual health outcomes like fatal overdoses and infection (ie: HIV, HCV, endocarditis, soft-tissue wounds) and the improvement of community safety by reducing public drug use and syringe litter.

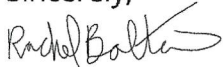
VCJR is currently responding to multiple overlapping crises, including high rates of drug use, overdose, and homelessness in Burlington. VCJR's trusting relationships with people who use drugs facilitate a unique and creative connection to healthcare services, and an ability to monitor people who are sedated and respond to overdose when necessary. I am confident that VCJR is the most qualified organization to run an OPC.

CARES has partnered with VCJR for over a year to provide community drug checking services to clients. Our drug checking technology allows us to identify a variety of substances and deliver results within 15 minutes. We are committed to continuing – and growing - this partnership with VCJR because of the many benefits to clients, service providers running a consumption site, and the broader community.

Clients make informed decisions about drug consumption, route of administration, and safer use strategies with accurate information about what is in their drugs. Drug checking services are a critical tool for providers to effectively respond to overdoses, especially as the unpredictable drug supply requires a complex overdose response. A third benefit is insight into the local drug supply. The partnership between VCJR and CARES will expand the scope of services that VCJR provides to the community through their consumption site.

We fully support VCJR in operating an Overdose Prevention Center in Burlington. CARES stands ready to contribute to that effort by providing drug checking services on site at the OPC. OPC services are desperately needed here as we have lost so many clients to overdoses and other preventable harms.

Sincerely,



Rachel Bolton

Syringe Service Program Manager

rachel@vtcares.org

Barre

51 Church St. Suite 2
Barre, VT 05641

Burlington

PO Box 5248
Burlington, VT 05402

Rutland

PO Box 6033
Rutland, VT 05702

St. Johnsbury

1091 Hospital Drive
St. Johnsbury, VT 05819

Feb 18, 2025

To Whom it May Concern:

Pathways Vermont would like to express its support for the upcoming Overdose Prevention Center (OPC) Project and emphasize the value we believe this will add to the community. We recognize that drug use and overdose are at an all-time high in our state. This is compounded by the growing housing crisis in our community as well. Vermont is seeing record numbers of people experiencing homelessness, and many of these unhoused folks suffer from co-occurring substance use and mental health struggles. An overdose prevention center is one vital piece of a patchwork of support that can and should be offered to those who are struggling. The evidence supporting OPCs and their ability to save lives can't be overstated. We believe that opening an OPC will save lives in our community and connect folks to resources that will benefit them and the community at large.

Vermonters for Criminal Justice Reform (VCJR) are uniquely positioned to run the OPC. We work with them on a daily basis and have seen the support that they give to substance users in the community: it is compassionate, effective, non-judgmental, and evidence-based. They come from a harm reduction perspective in all that they do. We often have clients tell us that it is the one place they can go in town where they don't feel judged for their substance use. This approach to services is vital as we envision this project getting off the ground. It will not be utilized by people if there is any judgment that trickles down from the staff. VCJR also employs folks with lived experience, which will only be an asset to this project moving forward.

At Pathways Vermont, we utilize Intentional Peer Support (IPS) as our primary relationship framework for service provision. IPS is a framework where both provider and participant learn, work, and grow together. IPS acknowledges the power dynamics that exist in a service provider/service recipient relationship, and it is inherently trauma-informed. We are interested in partnering with VCJR in some way to infuse this service model into the OPC project. Whether that is in a partnership role or simply in a training role, we are committed to the support of this project.

Please feel free to contact us with any questions. Thanks for your commitment to the people of Burlington as you begin the work of creating the OPC.

Sincerely,

Skylar Kelley, Chair of Advocacy Committee and Nurse Team Lead



HOWARD
CENTER
Help is here.

February 6, 2025

Tom Dalton, Executive Director
Vermonters for Criminal Justice Reform
109 Bank Street
Burlington, VT 05401

Dear Tom,

On behalf of Howard Center, I am writing to express our support for the establishment of an Overdose Prevention Center (OPC) in Burlington and to affirm our endorsement of Vermonters for Criminal Justice Reform (VCJR) as the provider to operate the center. Howard Center's mission and values align with VCJR's as does our shared commitment to serving people with mental health and substance use challenges to save and improves lives.

The opioid crisis continues to devastate communities across Vermont and the need for comprehensive, evidence-based strategies to address this public health emergency remains urgent. Overdose Prevention Centers, backed by extensive research and proven success in other regions, can play a vital role in the full continuum of care. Studies from existing OPCs globally show clear and consistent benefits, including reduced fatal overdoses, increased access to treatment, and the creation of safer public spaces. OPCs not only prevent lives from being lost, but they also connect individuals to essential recovery resources, fostering long-term health and well-being. Furthermore, OPCs reduce public drug use, decrease hazardous waste, and alleviate strain on emergency services, which enhances overall community health.

VCJR's deep-rooted commitment to advancing justice reform, addressing the social determinants of health, and experienced staff makes VCJR uniquely positioned to establish and operating an OPC. VCJR's approach, emphasizing human dignity, community empowerment, and evidence-based interventions, aligns with the values needed to effectively combat the opioid crisis and support individuals in their recovery journeys. Howard Center supports VCJR in this critical effort and is committed to collaboration ensuring seamless access for those utilizing the OPC to the treatment and services Howard Center provides that support lasting recovery.

Vermont's opioid crisis is an urgent public health challenge, but Overdose Prevention Centers represent a proven, life-saving solution that we believe will make a tangible difference. We support the implementation of an OPC in Burlington and stand behind VCJR's leadership in this initiative.

Sincerely,

Sandy McGuire
Chief Executive Officer

208 Flynn Avenue, Suite 3J, Burlington, VT 05401
T: 802.488.6900 | F: 802.488.6901
[HowardCenter.org](https://www.HowardCenter.org)
Member Agency of United Way of Northwest Vermont

supplemental information based on review committee feedback

From Tom Dalton <tom@vcjr.org>

Date Mon 3/24/2025 3:23 PM

To Theresa Vezina <tvezina@burlingtonvt.gov>

[WARNING]: This email was sent from someone outside of the City of Burlington.
Based on review committee feedback, VCJR is offering the following supplemental information:

Capacity Building

During the planning and capacity building phase, VCJR plans to increase organizational capacity by:

- hiring additional staff including an OPC Director, Medical Director, OPC Implementation Specialist and a Business Manager/Administrator*
- adding additional members to the Board of Directors (Administrative Body) with specialized expertise
- contracting for additional training, technical assistance and professional support
- acquiring a new program site suitable and fitted for expanded and enhanced service provision
- implementing a new database program (Neo360 or the equivalent)

*Note: During the implementation phase, VCJR will hire additional staff consistent with staffing requirements set forth in the Vermont OPC Operating Guidelines.

Phased Approach

VCJR and the City of Burlington have agreed that OPC implementation is best accomplished via a multi-phase process as follows:

Phase 1: Planning and Capacity Building

Phase 2: Implementation of Supervised Consumption Services

Implementation of supervised consumption services will not take place until Phase 2. Key tasks to be completed during Phase 1 include completion of the Service Assessment required by the Vermont OPC Operating Guidelines, community engagement, development of policies and procedures, site selection and preparation, staff hiring and training, establishment of data collection and reporting procedures and implementation of all direct services except services related supervised consumption. VCJR already provides many of the direct services mandated by the OPC Operating Guidelines including educational services, health services and linkage/referral services. VCJR also provides a number of optional services recommended by the OPC Operating Guidelines including case management, drug treatment, medical care, peer support and basic needs assistance. VCJR views implementation of supervised consumption services and other state-mandated OPC services (including access to safer use supplies and safe disposal of used safer use supplies) as an expansion and enhancement of existing VCJR services, and all new services will be fully integrated with current VCJR services.

Wraparound Services

VCJR currently provides some basic needs assistance. We distribute hundreds of winter coats, handwarmers, hats, gloves, scarves and other clothing like socks and t-shirts every year. We also distribute thousands of food items. Additional wraparound services related to basic needs will be determined, in part, by the results of the service assessment and possible constraints related to service space and funding. For example, we hope to have facilities where program participants can store belongings, take a shower or do laundry. We do not yet know whether these needs will be prioritized by the service assessment or whether available space and funding will permit implementation of these services, at least initially. Either way, VCJR staff will continue to coordinate with the current community support system and make appropriate linkages and referrals.

Policy Development

Ultimate responsibility for all OPC policies and procedures belongs to the OPC Administrative Body (VCJR's Board of Directors). The Administrative Body will solicit support, input and technical assistance from contracted technical assistance providers, professional advisors (such as attorneys and medical professionals), VCJR staff and people with lived/living experience. Policies and procedures will be based on existing OPC Policy & Procedure manuals and will be consistent with Vermont OPC Operating Guidelines. The policy development process will be organized and coordinated by the OPC Implementation Specialist.

Administrative Body

Vermont OPC Operating Guidelines provide that if an organization has an existing Board of Directors, the existing Board of Directors may act as the OPC Administrative Body. This makes sense since a corporate non-profit Board of Directors already has ultimate legal responsibility for financial oversight of the organization as well as responsibility for ensuring that the organization complies with all state and federal laws and regulations. VCJR's Board of Directors already includes two attorneys, a former State Trooper and people with lived experience. As part of the planning and capacity building phase of OPC implementation, VCJR plans to add one or more additional board members with specialized expertise related to OPC program implementation and oversight.

Integration of OPC Services and Funding with Existing Organizational Services and Funding

VCJR is uniquely suited to implement an OPC in Burlington, in part, because VCJR already has trusted and experienced staff who are already serving many of those who are most likely to access OPC services with related services like case management, drug treatment, medical support and peer support. VCJR also brings to the table a significant amount of existing funding that, together with OPC funds, will ensure a sustainable and diversified organizational funding portfolio. VCJR tracks funds by funding source and makes sure that use of funds is consistent with funding requirements.

Collaboration with Existing Outreach Teams and Service Providers

VCJR staff currently collaborate with the full range of existing outreach teams and service providers and work to ensure seamless integration with the broader system of care. Key existing collaborators include Johnson Health Center (on-site medical care), Vermont CARES (on-site drug checking services) and Vermont Legal Aid (periodic on-site legal clinics). Key planned collaborations include Pathways Vermont (peer support service implementation) and Howard Center (enhanced linkages to key mental health and drug treatment services).

March 26, 2025

Mayor Emma Mulvaney-Stanak

City Council President Ben Traverse

City Councilors Neubieser, Bergman, Kane, Carpenter, Brown McKnight, Litwin, Broderick, Grant, Barlow, Shannon and Councilors-elect Schachter and Singh

Dear Mayor Mulvaney-Stanak, Council President Traverse, Councilors and Councilors-elect,

On July 16, 2018, the Burlington City Council passed by a supermajority vote a landmark resolution 'in support of Overdose Prevention Sites.' At the time, there had been a number of evidence-based, peer reviewed studies that had proven, and continue to show, the positive impacts of Overdose Prevention Sites. As well, extensive research by qualified experts was done on the local level showing that over 90% of clients who come to Safe Recovery would use an Overdose Prevention Site.

Continuing this strong support, the Burlington City Council unanimously passed a second resolution on September 14, 2020 to analyze the path forward to establishing an Overdose Prevention Site in Burlington. The first line of the 2020 resolution stated, "that the City Council expresses its continued support and strong endorsement of Overdose Prevention Sites and confirms that Burlington is committed to becoming legally allowed to operate such a facility in order to save lives."

Since these first two resolutions, the Burlington City Council has gone on to unanimously pass a third and fourth resolution in strong support of hosting an Overdose Prevention Center (OPC) in 2022 and again in 2023 with regard to then H.72.

This Council has never wavered in its commitment to not only hosting an OPC; it has also done so with methodical forethought, with careful analysis including a solid pledge to community engagement so there is education and ample time for authentic discourse. It has had numerous experts testify at Council meetings over the past seven years of process and has collaboratively advocated for a proven harm reduction approach that saves lives.

I am sure you are all familiar with the statistics so I will not restate how great the need is. While the number of deaths attributed to fatal overdoses, many of whom are dying alone, has declined slightly over the past few years from a record number in 2022 each data point refers to someone who lost their life and I know each of you appreciate that data should always be viewed in the context of that humanity. Simply but accurately stated, OPCs do save lives and do their best to meet people where they are and assist and even encourage those in need toward treatment and recovery. A life saved is a life that can move forward.

A pilot is an important and smart first step. I am pleased and grateful that under the leadership of Tom Dalton, Vermonters for Criminal Justice Reform has been selected to collaborate with the City of Burlington to implement an OPC pilot. I respectfully urge you to unanimously support this endeavor and it is my hope that you will continue to honor this work and engage with the community so we can move forward together and do all we can to see more lives saved and prospering.

My best,



Karen Paul

Former Burlington City Council President (2022-2024)

Former City Councilor – Ward 6 (2008-2024)



**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

Lee Perry
*DIVISION DIRECTOR
DPW MAINTENANCE DIVISION*

MEMORANDUM

To: City Council
Public Works Commission

From: Chapin Spencer, DPW Director
Lee Perry, DPW Division Director DPW Maintenance

CC: Colby Delaire, AFSCME President, Local 1343
Hunter Ducharme, AFSCME Union Steward, Local 1343
Katherine Schad, Chief Administrative Officer, Clerk/Treasurer's Office
Erin Jacobsen, Chief of Staff, Mayor's Office
Rob Goulding, DPW Public Information & Customer Service Manager

Date: April 14, 2025

Re: **City of Burlington Recycling & Solid Waste Collection Proposal**

Executive Summary:

DPW will be coming to the April 14 City Council meeting and the April 16 DPW Commission meeting to provide an update on the City's Recycling Program along with recommendations for the future of solid waste collection in the short- and medium-term. Team DPW is seeking to address internal operational, financial and prioritization challenges while helping to move the City towards a more sustainable and efficient collection system for all solid waste streams. In summary, the recommendations include:

- **SHORT-TERM:** Through an open bid process this calendar year, DPW proposes to contract with one or two private haulers to pick up recycling from residential units within the City for a proposed three-year period (2026-2028). The City would pay the selected haulers through revenues from the Solid Waste Generation Tax.
- **MEDIUM-TERM:** Through ongoing collaboration with the Council and Commission, the City would move to implement a fully consolidated collection model for trash, recycling and compost for residential customers by 2029. The City would establish geographic zones and through an open selection process, award a franchise for each zone to a selected hauler to pick up the three solid waste streams in that area.

DPW plans to return to the City Council on April 28 to get additional feedback on proposed next steps.

BACKGROUND

There are three main ways communities manage the collection of solid waste:

- Subscription Service – This is where individual households select a private hauler to pick up one or more of their waste streams. Burlington residents currently do this for their trash and compost services.
- Franchised Consolidated Collection – This is where a municipality contracts with one or more private haulers to collect curbside trash, recycling, and compost. This model was studied by consultant GBB for Burlington and South Burlington in 2019 and 2020. The Vermont communities that have consolidated collection (Westford, Brattleboro, etc.) use this model. See the 2020 GBB study on DPW's recycling webpage for a more detailed analysis of this approach.
- Municipal Consolidated Collection – This is where the municipality itself provides all aspects of trash, recycling, and compost collection, including oversight, customer service, scheduling, and billing. This operation would look similar to the City's current recycling program, but would be larger and more complex because the model would encompass both trash and compost, as well. See the 3-23-21 staff memo on DPW's recycling webpage for a more detailed analysis of this approach.

Burlington's current solid waste collection system is fragmented:

- For trash, individual residential property owners subscribe with a private hauler for solid waste services, or they choose to bring their trash to Chittenden Solid Waste Districts (CSWD) Drop-Off Center (DOC) located at 339 Pine Street.
- For organics, residents choose one of three options - subscribing with a private hauler to pick up organics, bringing organics to CSWD's Burlington DOC or composting in their backyards.
- For recycling, collection is currently consolidated through a municipally operated system that was established in the 1990's.

Problems with the current fragmented solid waste system include:

- Confusing pick-up schedules with households managing pick-ups of the various waste streams two or three different days of the week.
- More truck traffic, emissions and road damage from multiple haulers servicing the same streets. There are currently five trash haulers and several additional compost haulers servicing City residential properties.
- More costly service due to multiple trash and compost haulers servicing the same streets.

Burlington's Current Recycling Program is Challenged

The City's Recycling Program has been under-resourced, which has put a burden on existing Recycling staff, the Street Maintenance team, and the department overall. Issues include:

- High Turnover: There have been 20 Recycling workers over the last 10 years with an average tenure of 11 months.
- High Vacancy Rate: We have not been able to consistently fill positions which leads to re-assigning ROW Field Technicians in Street Maintenance to pick-up recycling – leaving other projects (plowing, sidewalk construction, bike lane sweeping, etc.) short staffed. Currently 1 out of 4 Recycling positions is filled.

- High Injury Rates: We struggled with high rates of injuries among Recycling workers for many years – and at a high cost. The deliberate policy direction requiring toters has reduced injuries, but it is still a higher risk workgroup.
- Inadequate Resourcing: Even after raising the Solid Waste Generation Tax by 106% in the last 10 years (\$3.35 in FY'15 and \$6.90 in FY'25), the Recycling Program still does not cover its full indirect costs for fleet repair, fuel, customer service and administrative/managerial support.
- Low Staff Morale: With the challenges above, the daily efforts to staff the collection routes, handle the reported missed pick-ups, repair the aging trucks, problem solve the reported stolen/damaged toters, continually advertise/interview/hire positions, maintain the CNG fueling facility, and respond to angry drivers around our vehicles drains the morale from our team. It is the daily grind of a must-do service that saps resources and focus from other groups.

City actions to address these challenges have not materially improved conditions:

- 2021: Offered hiring bonuses to attract Recycling applicants
- 2021: Reclassified Recycling workers from Grade 12 to Grade 14 positions
- 2021: Added a fourth Recycling position to try and limit re-assignments from Street Maintenance when Recycling staffers were on leave, sick or the positions were simply vacant
- 2023: Required all Recycling customers to stop using blue bins and move to toters
- 2025: Posted temporary Recycling positions at \$28/hr – above the hourly wage of full-time staff – to try and attract applicants

FY'26 Budgeting & Modern Gov Consider a Recycling Transition:

With the City's budgetary challenges and Modern Gov's focus on honing service delivery, the future of the Recycling Program and solid waste collection is being revisited. As mentioned at the 3-24-25 Modern Gov Council presentation, the expected benefits of transferring recycling collection to other haulers in the short term include:

- Reducing employee injuries
- Improving employee morale by not having Right of Way (ROW) Field Technicians needing to fill in for open/absent recycling positions and employees.
- Allowing Fleet Maintenance Technicians and ROW Field Technicians to do more billable work
- Improving the General Fund budget by \$50K-\$200K annually
- Enabling DPW to focus on other responsibilities such as maintaining important City infrastructure

After hearing public and Councilor feedback on the initial discussion, DPW staff have honed the proposal for the City Council's and DPW Commission's consideration.

THE PROPOSAL

Short-Term Recommendation: Franchise Recycling Collection

Through an open selection process this calendar year, DPW proposes to contract with one or two private haulers to pick up recycling from residential units within the City for a proposed three-year period (2026-2028). The City would pay the selected haulers through revenues from the Solid Waste Generation Tax. The three-year period would be a helpful initial pilot for a more comprehensive franchised consolidated collection system.

This interim pilot can get set up quickly as it would:

- Not require any change for Burlington households. Customers would still use their same trash hauler as they have today and pay the Solid Waste Generation Tax (funding the Recycling Program) through their trash bill as they currently do.
- Not require a discussion of opt-outs. Currently all residential trash customers in Burlington pay the SWGT and therefore all residential trash customers have access to the recycling program. Residents who self-haul their trash pay the SWGT when they go to the CSWD Drop-Off Center.
- Not require haulers to make significant administrative changes. Under this structure they would not need to set up thousands of new billing accounts or make large customer service modifications.
- Have limited City administrative burden. The one or two franchised recycling haulers would bill the City each month and we would pay for the service out of SWGT revenues.

It is expected that in these ~3 years, customers will see an overall increase in their SWGT payment due to additional urgent solid waste projects that the City needs to tackle with SWGT revenues – in addition to maintaining the recycling collection service.

SWGT USES - PRIOR TO FY'26	SWGT USES - FY'26 - FY'28
• Recycling Program – Municipally run	• Recycling Program - Contracted • Post-Closure Landfill Maintenance • Soil Management Facility @ 201 Flynn Av • CSWD Drop Off Center Expansion

These three additional needs in FY'26-FY'28 are largely one-time needs to be paid over multiple fiscal years due to significant deferred investment in these assets. Once the reinvestments are made, there will not be such large expenditures needed for many years. These upcoming reinvestments have public benefits such as making the Manhattan Dr landfill “solar ready” and expanding public services at the CSWD Drop Off Center (339 Pine St).

This proposal would also directly address DPW’s front line workers’ interest to transition away from operating the recycling program so we can improve safety, focus our efforts on maintaining infrastructure and retain our talented workforce.

Medium-Term Proposal: Fully Franchise Recycling/Trash/Compost Collection

Through ongoing collaboration with the Council and Commission, the City would move to implement a fully consolidated collection model for trash, recycling and compost for residential customers by 2029. The City would establish geographic zones and through an open selection process, and would award a franchise for each zone to a selected hauler to pick up the three solid waste streams in that area.

In our previous conversations with consultant GBB, we understood that this would take approximately 3 years for a community starting to implement a fully consolidated collection system as it requires significant policy and development work:

- Opt-Outs: The City will need to make a policy decision on whether it will allow households to opt-out of a consolidated collection system, and if so, what the maximum percentage of opt-outs would be to provide bidders a reasonable expectation of the scope of work. DPW staff recommends opt-outs be accommodated, but further work is needed to set a maximum percentage of opt-outs.

- Determine Terms: The City will need to decide on the number of zones, the length of the contracts, the performance metrics, the general contract terms, etc.
- Hauler Mobilization: Once the haulers are selected by district and franchises are awarded, haulers need significant time (~8-12 months) to acquire equipment, hire staff, implement the billing approach before service starts.

The Consolidated Collection Payoff

If we can do the hard work to get to this fully consolidated system established in three years, we can expect to reap significant benefits:

- Dramatic Emissions and Truck Traffic Reductions: Consultant GBB estimated a 2/3 reduction in greenhouse gases from trash and compost collection if we can consolidate the collection of those streams. They also project a similar reduction in hauler-related truck traffic in neighborhoods.
- Long Term Cost Savings: Consultant GBB estimated cumulative savings of millions of dollars each year for Burlington households if we can move all residential solid waste to a consolidated collection model. Yes, we are projecting a couple year increase in the Solid Waste Generation Tax to get through the deferred solid waste projects, but getting these projects done and implementing a full consolidated collection is expected to save Burlington households on future hauler bills in a few years.
- Simplicity for the Customer: One hauler collecting all three waste streams on the same day of the week. Only one bill and one customer service team. This will simplify managing a household's trash, recycling and compost.

A Decision for Now While Preserving Future Flexibility

There has been a desire expressed by some members of the City Council and the general public for a municipally-run consolidated collection system for all three waste streams. The justifications are that while a franchised consolidated collection system may achieve the reduction in truck traffic and emissions – and be more efficient and cost-effective than the current fragmented collection system – municipal operation could provide greater public control and more public-sector jobs.

DPW staff is not recommending municipal operation at this time as standing up a new, complex business unit is simply beyond the current capacity of the City:

- The City currently has limited staffing bandwidth and resources to maintain existing municipal enterprises – even less for launching new expanded services. DPW directors and project managers are fully subscribed with large upcoming capital projects (totaling more than half a billion dollars) including implementation of enhanced paving, sidewalk and project work coming out of the 2025 GO bond approval. DPW operations staff are busy keeping our existing aged infrastructure operating. Staff in other departments would have to be very involved (CT Office, City Attorney, Mayor's Office, Human Resources) and we understand that there are major capacity constraints in those departments as well.
- Setting up a new, better-resourced municipally-operated consolidated collection business unit would require the unit to be established as an enterprise fund like Water Resources, Burlington Electric or the Airport. This would require a Charter change, a positive vote of the Burlington electorate and approval of the Legislature and Governor. This is a heavy lift that would take years and is beyond the capacity of the City at this time.
- Capitalizing a new municipally-run consolidated collection business unit was projected to cost at least \$6M five years ago, but the total now is likely much more. The City has urgent existing capital needs (streets, sidewalks, buildings, parks, etc.) that are stretching the City's current bonding capacity.

All this said, it is important to recognize that by implementing a franchised consolidated collection system, the City does not lose the future opportunity to consider a municipally-run system at a later time. Franchise agreements for consolidated collection are often 4-7 years, and the City in some future year could choose to take back the work. The City has the clear authority to do so under Chapter 14 of Burlington City Ordinance. While some have likened the current decision on recycling as a “Burlington Telecom moment” that won’t be able to be revisited in the future, that is not the case.

There are benefits to considering a municipally-run consolidated collection system in the future. It can provide good Union public sector positions. It can provide the greatest level of public control. If run well, it can efficiently and cost-effectively deliver a dependable core service. This said, to successfully stand up such a publicly-run business in the future, it would need to be established as an enterprise fund, be fully capitalized on the front end, be only one of a few municipal priorities to ensure adequate development support and have solid political and community support to ensure a viable long-term operation.

The three years of consolidated collection planning that was undertaken between 2018 and 2021 came to a halt due to a political impasse at the City Council with no consensus on the path forward. DPW staff is willing to pick up the ball again and help our City move towards a more efficient and cost-effective consolidated collection model for all residential solid waste, but it must be a pragmatic path that can be accomplished within the City’s current constraints.

Thank you!

Board of Finance and City Council Submission ChecklistDepartment: DPW Submitter: Chapin SpencerTitle/Subject: Recycling & Solid Waste Collection Proposal

	Approval: NONE	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	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	4/10/2025	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	4/8/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	N/A	Click or tap to enter a date.	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



FUTURE OF RECYCLING & SOLID WASTE COLLECTION

CITY COUNCIL PRESENTATION
April 14, 2025

Chapin Spencer, Director

Lee Perry, Division Director – Maintenance

BACKGROUND



- ▶ Burlington was a leader in establishing a city-wide recycling collection service in the early 1990's
- ▶ Recycling, and organics diversion, remain critical pieces of reducing trash and landfilled material
- ▶ Today, Burlington is not considering whether to recycle – just how best to collect the recyclables



BACKGROUND



There are two important, intertwined issues that require discussion:

1. How does the collection of recycling happen in the next 3-5 years?
2. What is the best long-term operational model for collecting all three solid waste streams (trash/recycling/compost) in Burlington?



BACKGROUND



There are 3 main ways communities coordinate the collection of trash, recyclables and food scraps:

- ▶ Subscription service
- ▶ Consolidated collection – franchised to private haulers
- ▶ Consolidated collection – municipally operated



BACKGROUND



National Trends:

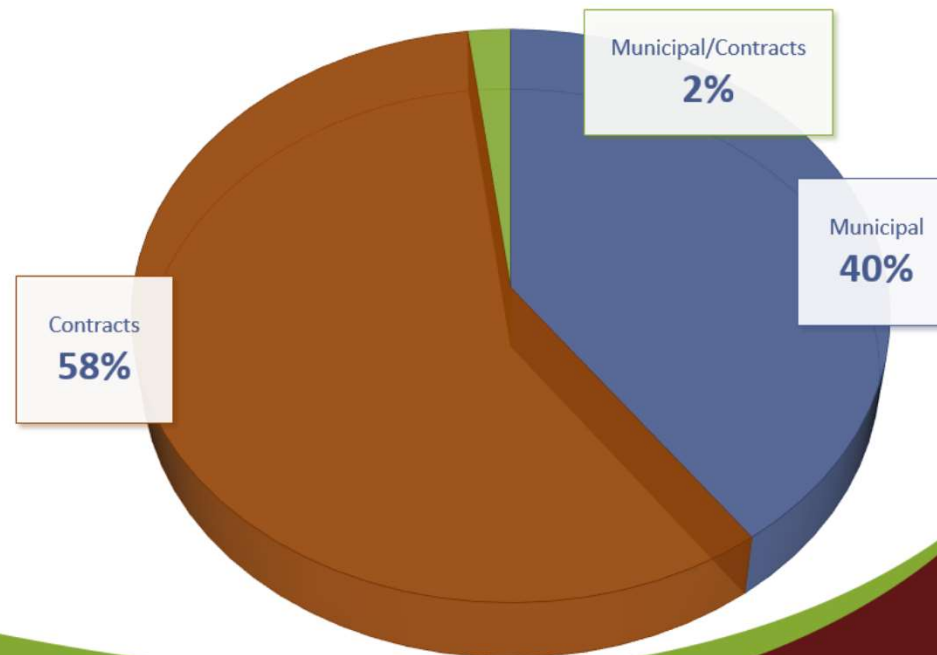
- ▶ According to a survey of 461 communities nationwide, this subscription arrangement occurs only in approximately 11% of communities (Source GBB)
- ▶ Consolidated collection, on the other hand, is the much more common approach with 83% of the communities having the municipality either collecting waste streams itself or contracting with private haulers (Source GBB)



PREVALENCE OF EACH MODEL



Breakdown of the 83%: Cities through municipality / private haulers under contract



Source: GBB

BACKGROUND



Solid Waste Collection in Burlington is Fragmented:

- ▶ **RECYCLING:** The City has a consolidated collection model for residential recycling whereby the City picks up recycling from residential areas (1-10 units) and funds the program through a Solid Waste Generation Tax (SWGT) on trash haulers' bills. Commercial recycling is done through a subscription service.
- ▶ **TRASH:** Residential and commercial property owners subscribe with a local hauler for solid waste services (called subscription service) or bring their trash to one of the Chittenden Solid Waste District (CSWD) Drop-Off Centers.
- ▶ **COMPOST:** Residential property owners or renters subscribe with a local hauler for compost collection services, or bring their compost to a CSWD Drop-Off Center, or compost in their backyard. Commercial businesses subscribe with a local hauler.



BACKGROUND



Problems with Currently Fragmented System:

- ▶ Confusing pick-up schedules with households managing pick-ups of the various waste streams two or three different days of the week.
- ▶ More truck traffic, emissions and road damage from multiple haulers servicing the same streets. There are currently five trash haulers and several additional compost haulers servicing City residential properties.
- ▶ More costly service due to multiple trash and compost haulers servicing the same streets.



BACKGROUND



City's Current Recycling Program is Challenged:

- ▶ High staff turnover
- ▶ High vacancy rate
- ▶ High injury rate
- ▶ Inadequate resourcing
- ▶ Old equipment with frequent breakdowns and costly repairs
- ▶ Low staff morale
- ▶ Competing municipal priorities



BACKGROUND



City Actions to Address These Operational Challenges:

- ▶ 2021: Offered hiring bonuses
- ▶ 2021: Reclassified recycling workers from Grade 12 to Grade 14
- ▶ 2021: Added a fourth recycling worker
- ▶ 2023: Required customers to use toters, not "blue bins"
- ▶ 2025: Posted temporary recycling positions @ \$28/hr

These efforts have not been able to materially address most operational challenges



LOOKING AHEAD



FY'26 Budgeting & ModernGov Consider Recycling Transition:

Expected benefits of transferring recycling collection to contracted haulers in the short term include:

- ▶ Reducing employee injuries
- ▶ Improving employee morale
- ▶ Enabling Streets Field Technicians and Fleet Technicians to do more billable work
- ▶ Improving GF budget by approximately \$200K annually
- ▶ Giving field staff more time on infrastructure maintenance – so we can do our work better
- ▶ Enabling DPW management more time to focus on future consolidated collection transition (if so desired)



LOOKING AHEAD



Proposed Recommendation:

- ▶ **SHORT-TERM:** Through an open bid process this calendar year, DPW proposes to contract with one or two private haulers to pick up recycling from residential units within the City for a proposed 3-5 year period (Late 2025-2028/2029). The City would pay the selected haulers through revenues from the Solid Waste Generation Tax. Can serve as a pilot for future consolidated collection.
- ▶ **MEDIUM-TERM:** Through ongoing collaboration with the Council and Commission, the City would move to implement a fully consolidated collection model for trash, recycling and compost for residential customers by 2029/2030. The City would establish geographic zones and through an open selection process, award a franchise for each zone to a selected hauler to pick up the three solid waste streams in that area.



LOOKING AHEAD



The Short-Term Pilot Could Launch Quickly:

- ▶ Not require any change for Burlington households. Customers would still use their same trash hauler as they have today and pay the Solid Waste Generation Tax (funding the Recycling Program) through their trash bill as they currently do.
- ▶ Not require a discussion of opt-outs. Currently all residential trash customers in Burlington pay the SWGT and therefore all residential trash customers have access to the recycling program. Residents who self-haul their trash pay the SWGT when they go to the CSWD Drop-Off Center.
- ▶ Not require haulers to make significant administrative changes. Under this structure they would not need to set up thousands of new billing accounts or make large customer service modifications.
- ▶ Have limited City administrative burden. The one or two franchised recycling haulers would bill the City each month and we would pay for the service out of SWGT revenues.



LOOKING AHEAD



Short-Term Solid Waste Generation Tax Impacts:

- ▶ In the next 2-3 years, customers would see an overall increase in their SWGT payment due to additional urgent solid waste projects that the City needs to tackle with SWGT revenues – in addition to maintaining the recycling collection service (whether contracted or in-house).

SWGT USES: PRIOR TO FY'26	SWGT USES: FY'26 - FY'28
• Recycling Program – Municipally run	• Recycling Program - Contracted • Post-Closure Landfill Maintenance • Soil Management Facility @ 201 Flynn Av • CSWD Drop Off Center Expansion

- ▶ These three additional needs in FY'26-FY'28 are largely one-time needs to be paid over multiple fiscal years due to significant deferred investment in these assets. Once the reinvestments are made, there will not be such large expenditures needed for many years.



LOOKING AHEAD



Medium-Term Proposal: Franchise SW Collection

- ▶ Through ongoing collaboration with the Council and Commission, the City would evaluate, and hopefully advance, a move to implement a fully consolidated collection model for trash, recycling and compost for residential customers by 2029/2030. The City would establish geographic zones and through an open selection process, would award a franchise for each zone to a selected hauler to pick up the three solid waste streams in that area.

- ▶ Upcoming Consolidated Collection Policy and Development Work:
 - ▶ Craft opt-outs policy
 - ▶ Set service levels (weekly or biweekly collection for each collection stream)
 - ▶ Define participating residential properties
 - ▶ Define other service options (container sizes, back door service, seasonal service)
 - ▶ Determine franchise terms
 - ▶ Undertake hauler selection process
 - ▶ Provide time for hauler mobilization



CONSOLIDATED COLLECTION BENEFITS



Various studies have indicated a wide range of benefits:

- ▶ **Reduced costs to residents** through more efficient collection routes
- ▶ **Reduced environmental impacts** due to consolidation of routes (projected two-thirds reduction in greenhouse gasses from residential collection)
- ▶ **Increased safety**, reduced impacts on City infrastructure and reduced noise in neighborhoods by reducing excess truck traffic
- ▶ **Increased diversion** by using consolidated collection as the most cost-effective mechanism to broadly add collection of food scraps

PUBLIC OUTREACH & TIMELINE



- ❑ 4/14/25 – Council presentation on the future of City of Burlington recycling and solid waste proposal, Q&A
- ❑ 4/16/2025 – Public Works Commission presentation on the future of City of Burlington recycling and solid waste proposal, Q&A
- ❑ **4/17/2025 – Public meeting #1 (Miller Center, 6pm)**
- ❑ **4/23/2025 – Public meeting #2 (645 Pine St, 6pm)**
- ❑ 4/28/2025 – Council agenda item on the future of City of Burlington recycling and solid waste proposal
- ❑ May 2025 – Complete bid documents for contracted recycling services
- ❑ July 2025 – Select vendors for recycling services
- ❑ August 2025– Execute contracts through 2028 for recycling services
- ❑ January 1, 2026 – Transition recycling collection service to new contract model
- ❑ 2029/2030 – Implement consolidated collection model for trash, recycling, and compost for residential customers

FINAL THOUGHTS



DPW management is seeking clear Council direction in near term (at least on the short-term recycling contracting proposal) for the following reasons:

- ▶ Field staff need relief and the sooner we have a path, the faster we can provide relief
- ▶ Need clarified budget assumptions for bringing FY'26 budget to Council in coming weeks

Past efforts to improve the efficiency of solid waste collection have been stalled over how to consolidate the collection

Resources in the City are tight and the City is struggling to adequately maintain existing City infrastructure – a short term contract keeps recycling collection consolidated, gives our workers a break and a stronger focus on infrastructure, and gives time to move to a fully consolidated system

THANK YOU & INPUT WELCOMED



Comments:

btvrecycling@burlingtonvt.gov

Questions:

DPW Division Director Lee Perry
Lperry@burlingtonvt.gov

More information:

www.burlingtonvt.gov/1060/The-Future-of-Recycling

CITY COUNCIL ACCOUNTABILITY LIST

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

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

4/10/2025

	Meeting Date	Type of Document and Title	Action Requested	Updated Next Steps in the Process
1	2/6/2023	Communication re Ward 2/3 NPA Resolution to Name the New Shelburne Street Roundabout After Tony Redington and Resolution in Support of Big Heavy World Teen Center Proposal for Memorial Auditorium	refer the communication to TEUC and CDNR Committees respectively for further review and engagement	TEUC Item was taken up at the March 2023 meeting. No further action taken
2	3/13/2023	Communication re Ward 5 NPA Steering Committee to Name the New Shelburne Street Roundabout after Tony Redington	refer the communication to TEUC for further review	TEUC Item was taken up at the March 2023 meeting. No further action taken
3	3/13/2023	Resolution: Supporting LGBTQIA+ Community Members and Condemning Transphobia	City Council will work in collaboration with community members and organizations and the City administration to develop a plan for ongoing activities to support and amplify the voices of the LGBTQIA+ community; City Council urges Burlington's state legislative delegation to look at current state hate crime statute to look to extend protections for schools and organizations that advocate/support LGBTQ+ (and other minoritized communities) from hate motivated targeted crimes, examine Burlington's graffiti ordinance and consider changes that address continued defacement of public property, and graffiti that spreads hateful and harmful messages.	There have been stakeholder meetings brought forward by the Administration to address the directives in the resolution. UPDATE: Work is being done in the Legislature, a former resident created a physical Burlington trans pride flag to fly in front of City Hall in recognition of Trans Day of Visibility; the flag will fly the flag from March 15 - April 15 to celebrate Trans Day of Visibility and reboot the Trans People Belong campaign.
4	6/5/2023	Resolution: Accepting Grant Funding from the Department of Mental Health for the Crisis Response Team and Exploring the Creation of a Burlington CAIP Department	The City Council requests an evaluation be done to explore Burlington CAIP becoming a department of the City , an evaluation be done to review the reporting and supervisory structure needed to support three public safety departments (police, fire and CAIP), that a report come to Public Safety Committee in October 2023, approval for the Chief of Police to accept the Department of Mental Health grant for Burlington CARES	A report was to come to Public Safety in late 2023. UPDATE: this was presented to the Public Safety Committee as per the resolution in March 2024, report to the full Council in April 2024.
5	7/24/2023	Resolution: The Climate Emergency and the Council Request to Count Vermont Air National Guard GHG Emissions and to Plan to Eliminate VTANG Aviation and Ground GHG Emissions in the Spirit of the City's 2030 Net Zero Goals	requests that the Vermont Air Force National Guard Adjutant General, beginning for the year 2023, calculate aviation and ground fuel usage at the VTANG base and to annually provide BTV Director and TEUC with a complete record of the calculated aviation and ground greenhouse gas emission; for VTANG to work collaboratively to draft a plan to adopt simulation and augmented reality training to substantially reduce or eliminate GHG with initial meeting on or before 12/31/23 and follow up at TUEC's March 2024 meeting	Initial meeting of the parties by 12/31/2023; UPDATE: parties met at March TEUC meeting
6	3/11/2024	City of Burlington, VT 2021-2023 Dog Task Force	To refer the recommendations of the 2021-2023 Dog Task Force Report to the following Committees, Commissions, and Departments for further review, study, and recommended action, and to request that such bodies report back to the full Council with their findings by the first Council meeting of September, 2024: Recommendation regarding updates and additions to Chapter 5 and Chapter 22 of the Burlington Code of Ordinances to the Ordinance Committee, with Council recommendation to engage the Clerk Treasurer's Office and Parks, Recreation, and Waterfront Department regarding sharing of license revenues; and Recommendation regarding additional Animal Control staffing and improvements to include animal related concerns to the online police report system to the Public Safety Committee and Police Commission for concurrent review; and Recommendation regarding creation of additional off-leash areas to the Parks Commission; and Recommendation regarding standing up an Education Campaign with respect to licensing requirements to the Clerk Treasurer's Office; and, best practices for animal ownership in the City to the Police Department and the Parks, Recreation, and Waterfront Department	first council meeting in September 2024
7	5/6/2024	Resolution Relating to The Relationship Between City Officials And The Neighborhood Planning Assemblies	to refer the resolution from the Ward 1 Neighborhood Planning Assembly Concerning the Relationship Between City Officials & the NPA to the Community Development and Neighborhood Revitalization Committee for further review and recommended action	no later than September 2024
8	5/20/2024	Resolution: A Building Emissions Reduction Ordinance	referred to TEUC	TEUC refer any working draft BERO and any related ballot language to the Ordinance Committee no later than the last City Council meeting in October of 2024
9	6/3/2024	Resolution: Review and Update To Rental Weatherization Standards	TEUC to hold one or two meetings to eaxmine implementation of the Rental Weatherization Standards and identify any reasons for delay in achieving the energy audtis and weatherization work required by Ordinance to take place	no later than October 1, 2024, TEUC shall provide the full Council an update on its findings and make any policy update recommendations to the Ordinance Committee
10	1/27/2025	Resolution: City Council Commitment To Rebuilding And Reconciling With The Burlington Police Department	Mayor to update the City Council referred to the Ordinance Committee, to report back to the City Council; CJC to report back to the City Council and Ordinance Committee	18-Feb-25
11	1/27/2025	Resolution: Establishing A Violation Reporting Incentivization Pilot (VRIP)		on or before March 24, 2025; by March 10, 2025
12	2/10/2025	Ordinance: CDO Champlain College Bed Caps ZA-25-05	referred to the Ordinance Committee	not-specified



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 Checklist

Department: DPW-Water Resources Submitter: Ashley Walenty/Megan Moir

Title/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.



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.

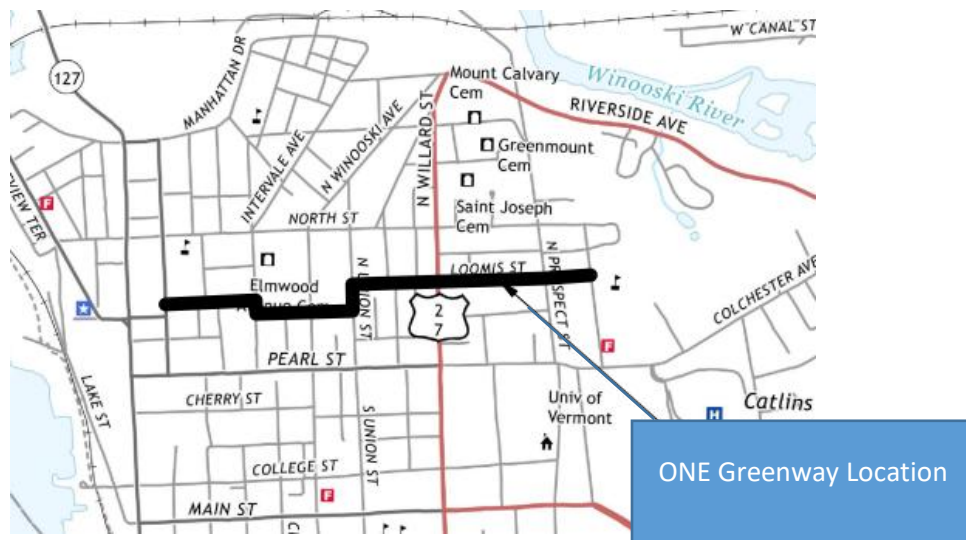


Figure 4: ONE Greenway Location

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

MEMORANDUM

To: City Council

From: Mary Danko, Director, Fletcher Free Library

CC: Mayor Mulvaney-Stanak, Assistant City Attorney Kimberlee Sturtevant

Date: April 14, 2025

Re: Approval of Preservation Easement Agreement for Fletcher Free Library Restoration & Preservation Project

Request:

The Fletcher Free Library (FFL) respectfully requests the City Council to approve and authorize the Mayor to sign a Preservation Easement Agreement as required by the National Park Service's (NPS) Save America's Treasures (SAT) grant program.

Background:

Founded in 1873, the Fletcher Free Library proudly occupies one of Vermont's four Carnegie public libraries. The 1904 Beaux-Arts building, designed by architect Walter R.B. Wilcox, has stood as a cornerstone of Burlington's cultural and civic identity.

After being threatened with demolition in the 1970s, the Carnegie library building was saved through grassroots community action and was added to the National Historic Register in 1976. The new addition was added in 1981. Today, as library programming and community needs evolve, the physical space must also transform to meet 21st-century standards of accessibility, efficiency, and function—while preserving the architectural integrity of this historic landmark.

A building assessment completed during the library's Schematic Design (SD) phase identified urgent exterior needs. Repointing of brick and terra cotta and repair of historic windows are essential preservation steps to prevent further deterioration and set the foundation for a forthcoming interior transformation.

Grants and City match funding have been identified and approved for this Preservation Project.

About the Grants:

- The NPS Save America's Treasures grant (secured through a Congressionally Directed Spending request by Senator Patrick Leahy) requires a 1:1 non-federal match and mandates a Preservation Easement to ensure long-term protection of the historic asset.
 - The \$500,000 match will be drawn from City Capital Funds, with \$250,000 anticipated from

FY24 Bond Premiums in FY25.

- The City's Capital Committee approved the local match request in March 2024.

- The ACCD Vermont Historic Preservation Grant also requires a 1:1 match. The City will provide the \$20,000 match using the Facilities Capital Contingency Fund.

- The NEH Infrastructure and Capacity Building Challenge Grant, already approved, further strengthens the financial foundation for this comprehensive preservation effort.

This is a summary of the already approved grants:

Grant Summary & Matching Funds:

Grant Source	Amount	Local Match	Subtotal
National Park Service (NPS)	\$500,000	\$500,000 (Capital Funds)	\$1,000,000
VT Agency of Commerce & Community Development (ACCD)	\$20,000	\$20,000 (Facilities Capital Contingency)	\$40,000
NEH (Previously Approved)	\$245,425	\$736,275 (Capital Funds)	\$981,700
TOTAL PROJECT COST			\$2,021,700

Preservation Easement Agreement Information:

From the National Park Service website

(<https://www.nps.gov/subjects/historicpreservationfund/easements-covenants-and-preservation-agreements.htm>):

Preservation easements may be called a "covenant" or "restriction," depending on jurisdiction. Regardless of what the document is called, a preservation easement will be recorded with the property title and is a required part of all development (construction) grants, including projects with ground-disturbing archeological work. A key term of your grant agreement is that you will agree to assume, after the completion of the project, the total cost of continued maintenance, repair, and administration of the grant-assisted property in a manner satisfactory to the Secretary of the Interior. Accordingly, recipients awarded funds for the physical preservation of a historic site must sign a preservation covenant or easement with the State Historic Preservation Office (SHPO) for the state in which the site is located or with a nonprofit preservation organization acceptable to and approved in writing by the NPS.

Next Steps:

In order to meet federal compliance requirements and finalize funding, City Council must approve the 15 year Preservation Easement Agreement for the Carnegie portion of the Library, as required by the National Park Service. Approval to enter into the Preservation Easement Agreement will allow project implementation to begin, safeguarding the historic exterior and advancing the larger library transformation. The draft Preservation Easement Agreement has been reviewed by the State, after approval is received from the Council it will go to the Federal Government for review. The City Attorney's Office will work with the Library, State, and Federal Government to modify or incorporate any additional information or language needed.

Appendices:

- Appendix A: Draft Preservation Easement Agreement (for review)

Actions for City Council:

To approve and authorize for Mayor to sign the Preservation Easement Agreement for the Fletcher Free Library Restoration & Preservation Project subject to final review and approval by the City Attorney's Office, including modifications noted in the Preservation Easement Agreement and any further modifications needed to meet state and federal requirements, and to take such further actions and execute such further instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the transactions contemplated hereby.

Preservation Easement Agreement

INTRODUCTION. This preservation easement agreement is made the _____ of _____, 2025, between City of Burlington, as GRANTOR of a preservation easement (hereafter referred to as the “Grantor”), and the Vermont Division for Historic Preservation, as GRANTEE of the preservation easement (hereafter referred to as the “Grantee”). This preservation easement agreement is entered under [State Law/Regulation] for the purpose of preserving the Fletcher Free Library, a building that is important culturally, historically, and/or architecturally.

1. **The Subject Property.** This agreement creates a preservation easement in real estate legally described in Exhibit A. The Subject Property is the site of the Fletcher Free Library (the building and the land contained within the building’s footprint), located at 235 College Street, Burlington, Chittenden County, Vermont (hereafter referred to as the “Subject Property”).
2. **Grant of preservation easement.** In consideration of the sum of \$500,000 received in grant-in-aid financial assistance from the National Park Service of the United States Department of the Interior, the Grantor hereby grants to the Grantee a preservation easement in the Subject Property for the purpose of assuring preservation of the Fletcher Free Library.
3. **Easement required for Federal grant.** This preservation easement is granted as a condition of the eligibility of the Grantor for the financial assistance from the National Park Service of the United States Department of the Interior appropriated from the Historic Preservation Fund for the *National Historic Preservation Grant*.
4. **Conditions of easement:**
 1. *Duration.* This preservation easement is granted for a period of fifteen (15) years commencing on the date when it is filed with the City of Burlington Land Records, Chittenden County, in the State of Vermont, in the United States of America.
 2. *Documentation of condition of the Fletcher Free Library at time of grant of this easement.* In order to make more certain the full extent of Grantor’s obligations and the restrictions on the Subject Property, and in order to document the nature and condition of the Subject Property, including significant interior elements in spatial context, a list of character-defining materials, features, and spaces is incorporated as Exhibit “B” at the end of this agreement. The Grantor has provided to the Grantee architectural drawings of the Subject Property. To complement Exhibit “B”, Grantee and/or the Grantor personnel have compiled a photographic record, including electronic photographic image files saved as high-resolution images, short description of the image view (which could be the file title), and a keyed location map. The Grantor agrees that the nature and condition of the Subject Property on the date of execution of this easement is accurately documented by the architectural drawings and photographic record, which shall be maintained for the life of this easement in the Grantee’s preservation easement file for the Subject Property.

3. *Duty to maintain the Subject Property.* The Grantor agrees to assume the cost of continued maintenance and repair of the Subject Property so as to preserve the architectural, historical, and/or archeological integrity of the Subject Property and its materials to protect those qualities that made the Subject Property eligible for listing in the National Register of Historic Places (or a Subject Property contributing to the significance of a National Register listed Historic District) throughout the effective date of this Easement.
4. *Restrictions on activities that would affect historically significant components of the Subject Property.* The Grantor agrees that no demolition, construction, alteration, remodeling, or any other activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant exterior features or interior spaces identified as significant in Exhibit "B" without prior written permission of the Grantee affirming that such reconstruction, repair, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's *Standards for the Treatment of Historic Properties* (hereinafter referred to as the "*Standards*").
5. *Restrictions on activities that would affect archeological resources.* The Grantor agrees that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant archeological resources identified in Exhibit "A" without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior's applicable *Standards for Archeology and Historic Preservation*.
6. *Maintenance of recovered materials.* The Grantor agrees to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the applicable *Standards for Archeology and Historic Preservation* or will comply with the requirements of the Native American Graves Protection and Repatriation Act, and with 36 CFR 79 and 43 CFR 10.
7. *Public access.* The Grantor agrees to provide public access to view the grant-assisted work or features no less than 12 days a year on an equitably spaced basis. The dates and times when the Subject Property will be open to the public must be annually published and provided to the Grantee. At the option of the Grantor, the relevant portions of the Subject Property may also be open at other times in addition to the scheduled 12 days a year. Nothing in this agreement will prohibit a reasonably nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
8. *Right to inspect.* The Grantor agrees that the Grantee, its employees, agents and designees shall have the right to inspect the Subject Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this preservation easement agreement are being observed. However, in the case of any natural or man-made disaster or imminent endangerment to the Subject Property the easement holder shall be granted access to the Subject Property with no prior notice.

9. *Anti-discrimination.* The Grantor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee.
10. *Easement shall run with the land; conditions on conveyance.* This preservation easement shall run with the land and be binding on the Grantor, its successors, and assigns for the duration of the easement. The Grantor agrees to insert an appropriate reference to this easement agreement in any deed or other legal instrument by which it divests itself in part or in whole of either the fee simple title or other lesser estate in the Subject Property, the Subject Property, or any part thereof.
11. *Casualty Damage or Destruction.* In the event that the Subject Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 calendar days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Subject Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the Subject Property, the Grantee determines that the features, materials, appearance, workmanship, and environment (or setting) which made the Subject Property eligible for listing in the National Register of Historic Places have been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the Subject Property from the National Register. If the Subject Property is removed, the Grantee will then notify the Grantor that the agreement is null and void.
12. *Enforcement.* The Grantee shall have the right to prevent and correct violations of the terms of this preservation easement. If the Grantee, upon inspection of the Subject Property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and/or architectural importance of the Subject Property, the Grantee shall give the Grantor written notice of the violation and allow thirty (30) calendar days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may seek to obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory

injunction requiring the Grantor to restore the Subject Property to a condition that would be consistent with preservation purposes of the grant from the National Park Service.

13. *Effective date; severability.* This preservation easement shall become effective when filed by the Grantor in the Burlington Land Records in Chittenden County, Vermont, with a copy of the recorded instrument provided to the Grantee for its preservation easement file. If any part of this preservation easement agreement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the preservation agreement does not contain the particular part held to be invalid.
14. *Amendments.* The parties may by mutual written agreement jointly amend this preservation easement, provided the amendment shall be consistent with preservation purpose of this preservation easement and shall not reduce the regulatory controls listed in the conditions of this preservation easement. Any such amendment shall not be effective unless it is executed in the same manner as this easement, refers expressly to this easement, and is filed in the Burlington Land Records.

This instrument reflects the entire agreement of Grantor and Grantee regarding the subject easement. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution of this agreement, unless set out in this instrument. In witness whereof, Grantor and Grantee have set their hands under seal on the days and year set forth below.

GRANTOR: City of Burlington

By: _____
Mayor Emma Mulvaney-Stanak

STATE OF VERMONT, CHITTENDEN COUNTY, S.S.

On this ____ day of ____, 2025, before me the undersigned, a Notary Public for said State, personally appeared Emma Mulvaney-Stanak, to me personally known, who stated that she is the Mayor of the City of Burlington, Vermont, and that the foregoing instrument was signed on behalf of the City of Burlington by authority of its City Council, and that as such officer, she acknowledged that she executed the foregoing instrument as her voluntary act and the voluntary act of the City of Burlington.

NOTARY PUBLIC

GRANTEE: Vermont Division for Historic Preservation

By: _____
Laura V. Trieschmann, State Historic Preservation Officer

STATE OF VERMONT, CHITTENDEN COUNTY, S.S.

On the _____ day of _____, 2025, before me, a Notary Public for said State, personally appeared Laura V. Trieschmann, who stated that she is the duly appointed and actively serving State Historic Preservation Officer, and that she executed the foregoing preservation easement agreement as her voluntary act and as the voluntary act of the Vermont Division for Historic Preservation.

NOTARY PUBLIC

Exhibit A to the Preservation Easement Agreement

The Subject Property is described as follows: Being a building known as the Fletcher Free Library located at 235 College Street and the land beneath said building contained within the footprint of said Fletcher Free Library, a square footage of approximately 14,946 square feet. Said footprint land being part of the parcel conveyed to the City of Burlington by Wales Taft on September 23, 1865 pursuant to a deed filed in the Burlington Land Records at Vol. 1, Page 256 and part of a parcel conveyed to the City of Burlington by the Burlington Federal Savings and Loan Association on July 11, 1952 pursuant to a deed filed in the Burlington Land Records at Vol. 142, Page 259.

[include a map showing the parcel lines and outlining the for clarity]

Exhibit B to the Preservation Easement Agreement

Baseline Documentation

Flecher Free Library, Burlington, Vermont

To remain eligible for listing on the National Register of Historic Places, a Subject Property must be able to convey its significance. The following character-defining materials, spaces, and features have been identified as those that help convey the significance of *Subject Property name*. Also current photo documentation and the narrative of the National Register nomination must be attached to the baseline documentation.

Significant Character-Defining Interior Spaces and Features

- [Insert list of character-defining interior spaces- focus on the Carnegie Building while acknowledging the 1980s addition.]

Significant Character-Defining Exterior Spaces and Features

- [Insert list of character-defining exterior spaces- focus on the Carnegie Building while acknowledging the 1980s addition.]

Board of Finance and City Council Submission Checklist

Mary Danko

Department: Fletcher Free Library Submitter: Click or tap here to enter text.
FFL Preservation Project Easement
 Title/Subject: Click or tap here to enter text.

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council – 4/14/25	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	Click or tap to enter a date.	4/9/25- Mary Danko
Mayor's Office informed and approved memo	Yes	Click or tap to enter a date.	4/9/25- Erin Jacobson
Board/Commission, if required	No	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	Click or tap to enter a date.	4/9/25- CA K. Sturtevant
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	Click or tap to enter a date.	4/9/25- CA K. Sturtevant
CAO has reviewed budget, financing, and memo	N/A	Click or tap to enter a date.	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Choose an item. 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	Easement
Draft Resolution or Motion?	Yes	Click or tap here to enter text.

Board of Finance and City Council Submission Checklist

If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.
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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

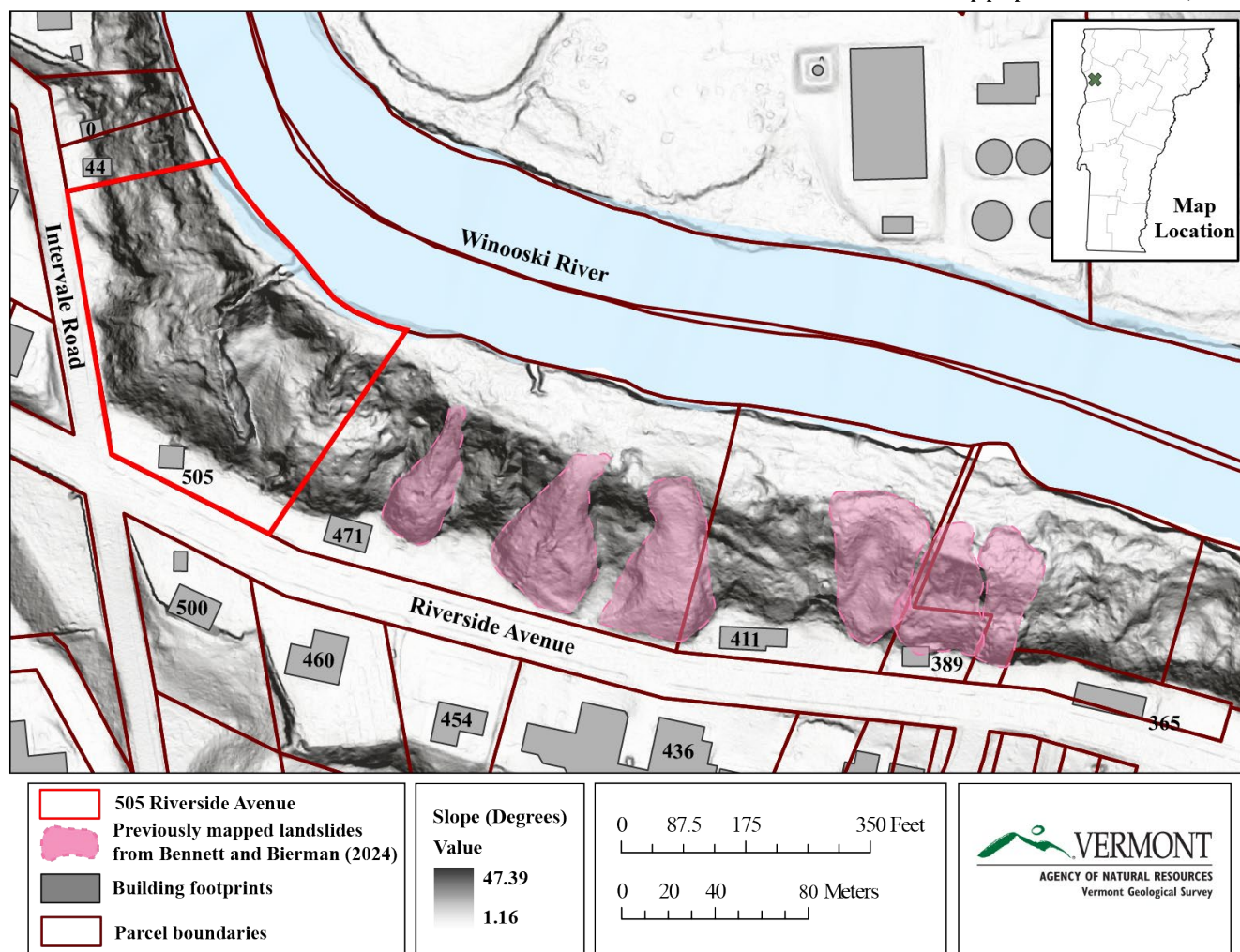


Figure 1: 505 Riverside Avenue and the surrounding area is shown over a slope map derived from Light Detection and Ranging (LiDAR) collected in 2023 by the State of Vermont. The approximate borders of previously interpreted landslide boundaries from Bennett and Bierman (2024) are represented by pink polygons.



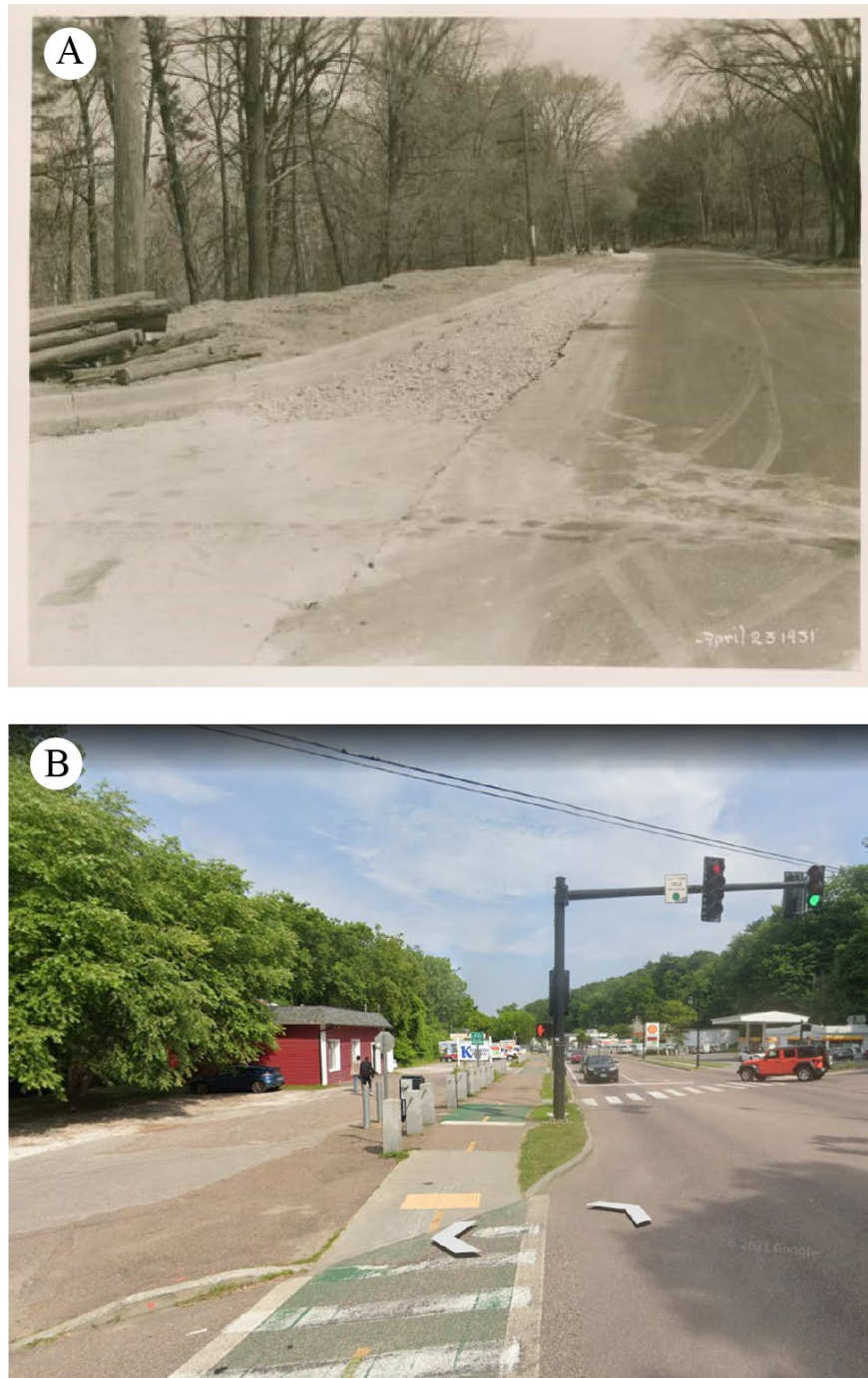


Figure 2: View facing east showing the Parcel from the intersection of Intervale Road and Riverside Avenue in 1931 (A) and 2024 (B). Note the limited extent of land at the top of the slope in the earlier photograph, during construction of Riverside Avenue, versus the present-day margin of land in the 2024 Google StreetView image. Historical photograph (A) was provided by the Silver Special Collections Library at the University of Vermont.



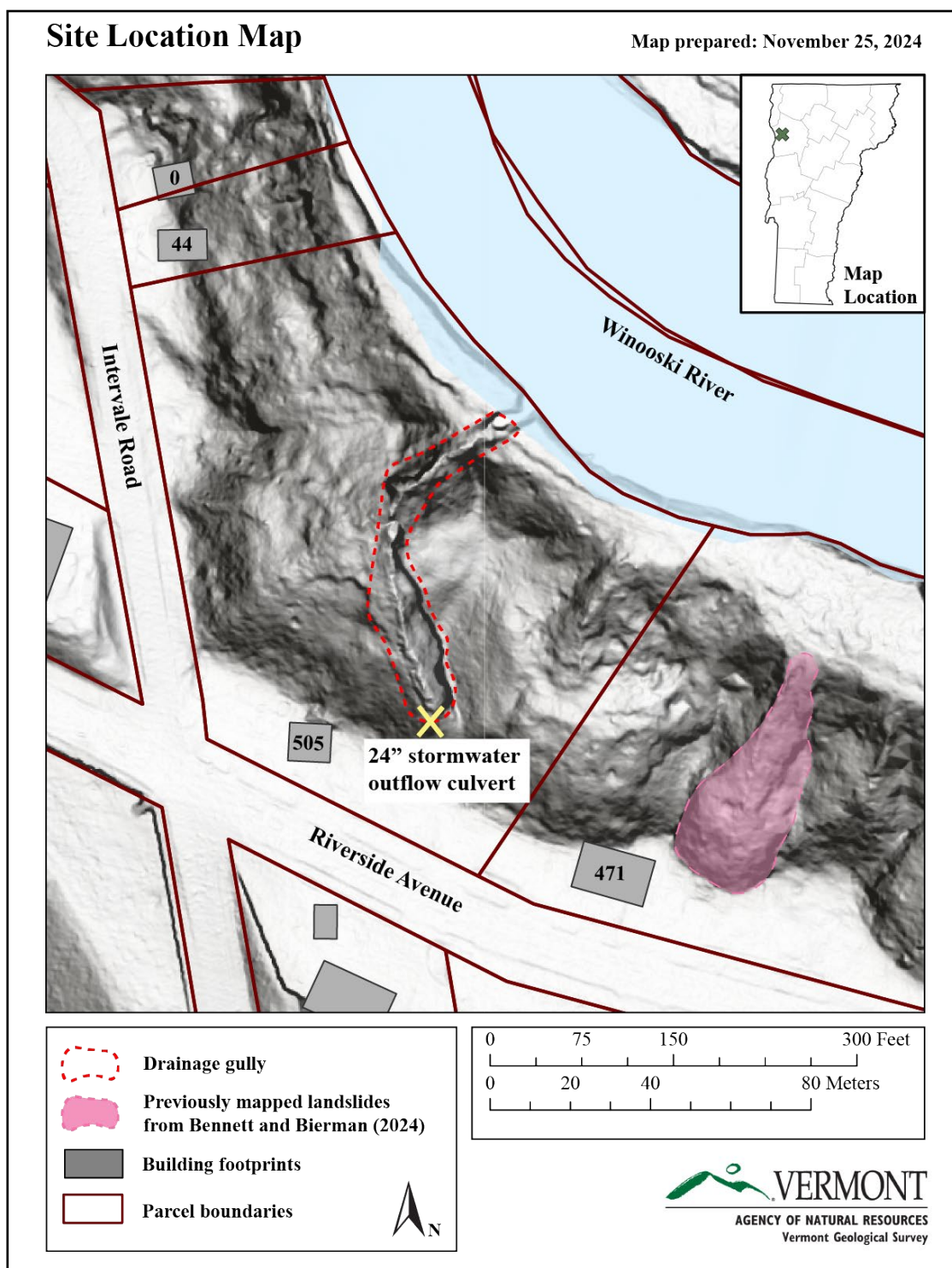


Figure 3: 505 Riverside Avenue is shown using a LiDAR-derived hillshade basemap. The location of the stormwater culvert is marked with the approximate boundaries of the active gully feature that extends from approximately the top of the slope to the Winooski River.



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

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

Lori Olberg

From: Scott Gustin
Sent: Tuesday, April 8, 2025 8:21 AM
To: Lori Olberg
Subject: FW: Resignation Email

Good morning, Lori. Hannah Brislin has resigned from the Conservation Board.

Scott

Scott Gustin, AICP, CFM
Principal Planner & Zoning Division Manager
Dept. of Permitting & Inspections
645 Pine Street, Burlington, VT
802-865-7189

From: Hannah Brislin <hbrislin@burlingtonvt.gov>
Sent: Monday, April 7, 2025 4:11 PM
To: Scott Gustin <SGustin@burlingtonvt.gov>
Subject: Resignation Email

Hi Scott,

I am sending you this email as more formal resignation letter for the Conservation Board. My last meeting will be today, 4/7/2025.

I want to thank you and the board for a wonderful and educational 6 years on the board and I am grateful for all the hard work you all do.

Best,

Hannah Brislin (They/Them)
Victim Services Specialist
Parallel Justice Commission
Burlington Community Justice Center
1 North Ave Burlington, VT 05401
Cell: 802-557-7232
www.burlingtoncjc.org
<https://www.burlingtonvt.gov/cedo>

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act. CEDO (including the Community Justice Center), as part of the City of Burlington, is bound by the Vermont Public Records Act. There are exemptions to this Act for certain personal and confidential information, and we will take steps to protect your privacy. If you have any questions, please ask us.

Lori Olberg

From: Sarah Montgomery
Sent: Wednesday, April 2, 2025 4:21 PM
To: Lori Olberg
Subject: FW: BRV Meeting 4/1/25

From: Olga <ocabravo@gmail.com>
Sent: Tuesday, April 1, 2025 5:19 PM
To: Sarah Montgomery <smontgomery@burlingtonvt.gov>
Subject: Re: BRV Meeting 4/1/25

[WARNING]: This email was sent from someone outside of the City of Burlington.

To: BRV Chairperson and Members of the Board, with this note I'm tending my official withdrawal from the board due to personal and health issues.

It was a pleasure to be a part of the Board as I consider it's our civic duty to understand and participate in the elections of our government.

Thank you.

Respectfully,

Olga Bravo

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

Lori Olberg

From: soverby@sover.net
Sent: Friday, March 21, 2025 3:20 PM
To: Lori Olberg
Subject: \$10 Million giveaway, 3-acre prime Burlington downtown Gateway/Memorial Block - 3/25/25 Work Session Agenda Item 2.3
Attachments: 2025_03_21
_Overby_Attachments_Gateway_Block_Memorial_Block_Redevelopment_sm.pdf

[WARNING]: This email was sent from someone outside of the City of Burlington.

Lori,

Please add this communication to City Councilors to the Consent Agenda items for City Council's 3/24/2025 meeting next Monday. I will also be sending it to the City Councilors' individual EMAIL addresses to make it easier for them to access in a timely manner.

Solveig

To: Council President Ben Traverse, and Councilors Carter Neubieser, Eugene Bergman, Joe Kane, Sarah E Carpenter, Becca Brown McKnight, Evan Litwin, Marek Broderick, Melo Grant, Mark Barlow, and Joan Shannon,

I am providing Councilors this communication and attachments that are relevant to the "Memorial Block update" on your agenda for 3/24/2025, at Work Session item 2.3.

(<https://burlingtonvt.portal.civicclerk.com/event/7159/overview>)

The memo for this item from CEDO Director, Brian Pine, and CEDO Director of Business & Workforce Development, Kara Alnasrawi, proposes an outrageous giveaway of municipal property through a sweet-heart, insider deal. To understand what's going on, I am refreshing the Councilors memory with the ignored history and sharing documents that have been omitted from your materials.

In March of 2024, when approving a "Pre-Development Agreement" for due diligence research on the Memorial Block by Developers Eric Farrell and Joe Larkin, City Councilors were repeatedly told by CEDO Director Brian Pine that the Pre-Development document did not commit the City to grant a sole-bidder contract to sell the 3 prime downtown acres between Main Street., South Prospect, and South Union to these developers. Pine and Alnasrawi 's 3/24 memo, reveals that CEDO is proceeding to do just that, handing over this prime municipal land to Developers Ferrell and Larkin for roughly \$10M.

In the memo there is no longer mention of a long-term land lease rather than a land sale for the properties. The long-term land lease option, similar to that arranged with Beta Technologies for use of City property at the airport, was a commitment in the Pre-Development Agreement.

Further, in 2022, City taxpayers had been persuaded by former Mayor Miro Weinberger, to approve borrowing \$30M for the Great Streets Main Street redevelopment project. A large, unknown portion of that money is being spent to redirect the ravine sewer that traversed deeply under the 3 acres, to make high-rise development there possible. In effect, the proposed \$10M sale price for these municipal properties would just amount to reimbursement to the City of some of its costs for the ravine sewer replacement. The 3 acres of municipal land would thus be handed over for free, cleared of its development challenges.

Pine and Alnasrawi 's memo to City Council ignores the history of the Pre-Development Agreement, and the thwarting of the RFP process, perhaps hoping their revisionist memo will ensure City Councilors will not

remember it. The 2019 RFP for the Gateway Block that had been in draft form was killed and no RFP was issued for the full Gateway Block, now called the Memorial Block.

The Pre-Development Agreement required due diligence documents to be provided to the City in June and December of 2024. Starting January 23, 2025, via EMAIL, I had sought copies of these two documents from Councilors Bergman and Grant, and the Mayor's Chief of Staff, Erin Jacobsen. I received no responses.

I finally formally filed a public records request. Via EMAIL on March 18, 2025, the City's records request staff person, Joe Dempsey, responded: "Currently the City does not have any records responsive to the first part of your request [the June 1 and December 31 due diligence documents], but the records are due to be discussed at the March 24th Council meeting." The dates on documents in Councils' 3/24/2025 meeting packet reveals that documents relevant to my records request did exist but I was told they did not.

In addition, Pine and Alnasrawi's 3/24/2025 memo states: "Due to staffing changes and a change in administration, the pre-development agreement has been amended twice to allow more time, which has resulted in a total 8-month extension to all dates listed in the agreement." If that was true, Joe Dempsey would have provided me the documents for these two deadline changes for the two specific due diligence documents I had requested.

Attached are documents relevant to the history of this no-bid, sole-bid, no-RFP, prime 3-acre municipal property giveaway. It is shocking that the agenda just provides for 15 minutes on this "Work Session" agenda item. Appears Councilors are not expected to question anything of substance about this outrageous deal. Perhaps just a few feel-good endorsements of the plan are preferred?

If City Council proceeds with this no-RFP, sole-bidder arrangement, they deny the City the opportunity to consider multiple, potentially more favorable options. The City must proceed to issue a proper RFP for development of this prime, municipally-owned downtown block.

No one knows what the future will bring. This City Council must ensure the City retains municipal ownership of this land and insist that CEDO resurrect the draft 2019 RFP for development of the full Memorial block, update it with the due diligence information they have received, and issue a proper formal RFP for this important City project. Developers Farrell and Larkin have been given a head-start on responding to the RFP. They might ultimately be the City's favored choice. But this agreement as it is structured now, is a gross privatization giveaway that has been intentionally flawed from the beginning.

Solveig Overby

You will find in the attachments file:

- 2019_05_15_PWC_transcript_pdf_RFP_Minutes_Agenda_Item_7_Gateway_Block_Redevelopment.pdf
- 2024_02_12_Communication Solveig Overby, re Why has the City derailed the Gateway Block Request for Proposal process 21224 City Council Agenda Item 4.pdf
- 2024_03_08_EMAIL_CEDO_Pine_re_03_11_24_CC_Memo_Memorial_with_attachment.pdf
- 2024_03_09_EMAIL_to_City_Council_re_Memorial_Block_Pre-Dev_Agreement_v2.pdf
- 2024_03_09_FPF_re_CEDO_post_Memorial_Block.pdf
- 2024_03_11_Memorial_Block_PreDevelopment_Agreement_v2_Clean.pdf
- 2024_03_26_Pre-Development_Agreement_Memorial_Block_FINAL_Executed (PDF)_Posted_2024_07_16_OCR_.pdf
- 2022_Requests for Proposals for the Adaptive Reuse of Memorial Auditorium FINAL 10052022_0.pdf
- 2025_01_23_EMAIL_Gene_Melo_Erin_re_due_diligence_documents.pdf

Date: 3/4/2024

From: Solveig Overby, former Burlington Public Works Commissioner

Subject: Burlington Mayor Miro Weinberger, (CEDO) Director Brian Pine, and Community Works Assistant Director Samantha Dunn are pressuring City Council to sign off (at the next City Council Meeting, March 11, 2024) on a no-bid contract for transfer of several municipally-owned properties to developers Eric Farrell and Joe Larkin. Municipal properties in the proposed deal are: Memorial Auditorium, Main St. parking lot, Central Fire Station, Fletcher Free Library parking lot, and a Pine St. property (for building a new fire station). CEDO has derailed the Gateway Block RFP process they had underway, depriving the City of any other options for redevelopment of these properties.

CEDO has had the "Gateway Block" RFP in the works since at least 2015. The project has recently been relabeled the "Memorial Block" in the draft of the proposed no-bid "PreDevelopment" contract with developers Farrell and Larkin.

The Burlington Public Works Commission received a presentation on the Gateway Block Redevelopment RFP at its May 15, 2019 meeting. The draft Gateway Block RFP was dated 10/19/2015.

At the Feb. 26, 2024 City Council Meeting, during the "worksession" on the proposed no-bid draft "PreDevelopment" agreement, developer Farrell stated if the City chose to do an RFP, "we would step back."

To help provide the history of the CEDO Gateway Block RFP that has been derailed, below is a transcript of the Public Works Commission's May 15, 2019, Agenda item 7 presentation on the RFP, provided by CEDO employee Jesse Freedman. Following that is Freedman's PowerPoint presentation and the draft Gateway Block RFP dated 10/19/2015 that was made available.

Burlington Public Works Commission, 5/15/2019

Agenda Item 7. Main St. & S. Winooski Ave Surface Lot RFP

"Gateway Block ReDevelopment" by Jesse Freedman, CEDO

<https://burlingtonvt.portal.civicclerk.com/event/4984/files/agenda/6615>

CCTV Meeting Recording transcript, PWC 5/15/2019

Starting point of Agenda Item 7 discussion is at time code: 01:54:58:24
- 01:55:27:16 in the full transcript.

Meeting recording from which this transcript was made is at:

<https://www.cctv.org/watch-tv/programs/burlington-public-works-commission-142>

The .pdf of the PowerPoint presentation used by Freedman during this agenda item is included below as are the draft Gateway Block RFP dated 10/19/2015 and the Minutes for the 5/15/2019 PWC meeting.

The PWC 5/15/2019 Minutes, Agenda item 7, inadequately represent the substance of the presentation on the Gateway Block RFP and omits comments made by Commissioner Solveig Overby and PWC Chair Tiki Archambeau during discussion of this agenda item.

Clean-up corrections or annotations noted in bracket [] symbols

00:00:10:28 - 00:00:38:23

Speaker 1 [PWC Chair Tiki Archambeau]

Just calling to order. We have an agenda. I don't know if there's a projection going on. Maybe at some point we'll get that going to the folks can see the order of events. But the first item on our agenda here is the agenda itself to focus on here. So just as a quick primer of after we discuss the agenda, we will discuss the public forum and give you all a chance to participate in the conversation here.

[first part of transcript omitted]

01:54:57:15 - 01:54:58:21

Speaker 1 [PWC Chair Tiki Archambeau]

Whenever you're ready.

[START OF AGENDA ITEM 6: Main St. & S. Winooski Ave Surface Lot RFP

See pdf of PowerPoint presentation provided to Public Works

Commissioners for this agenda item, titled: "Gateway Block Redevelopment, Jesse Freedman, CEDO"

File name: "Gateway_Block_Main St & S Winooski Surface Lot Presentation_0.pdf"]

01:54:58:24 - 01:55:27:16

Speaker 10 [Jesse Freedman, CEDO]

Anything. My name is Jesse Friedman [Freedman]. I'm a projects and policy specialist with Zito [CEDO], and I'm here to talk today about the gateway block redevelopment and the surface parking lot as part of that. So what

I'd like to do is go over the RFP process that we're currently undertaking and the implications for parking. And then I'll take you back a little bit to the Memorial Auditorium adaptive reuse process that kind of weaves into this and how we got to the RFP process and then the progress that we've made up until 29th 2019 and where we expect to go from there.

01:55:27:23 - 01:55:50:00

Speaker 10 [Jess Freedman, CEDO]

So we're looking at the 220 main South Street lot. So it's south of New Skeen Main Street. If you're not familiar, probably it's a pretty high profile lot. It's on the gateway block, memorials there in the background, and it's about 50 or so spaces in the area that we're looking at. There's a little under half an acre, about 4/10 of an acre.

01:55:50:03 - 01:56:15:16

Speaker 10 [Jess Freedman, CEDO]

The lot is divided into two parcels right now. Part of it goes with the fire station and with the library. There's three parcels for all three properties. So none really is in one parcel of its own. So the redevelopment process, what we're looking at is to do an RFP, which is currently in draft form to redevelop the parking lot, and we're leaving it up to the development team.

01:56:15:19 - 01:56:42:10

Speaker 10 [Jess Freedman, CEDO]

Those ideas to us, that would be the highest and best use of the property. And so we would have a set of development objectives. So statements and ideals that we would have as well as code requirements and meeting the form base code and the municipal development code, that's kind the guardrails for the projects. But the development community, we're inviting them to come and bring us with a variety of proposals of what the best use of this lot would be.

01:56:42:13 - 01:57:15:11

Speaker 10 [Jess Freedman, CEDO]

So it's been looked at a long time and we really don't want to have anyone end with any one proposal. So that includes adjacent properties. So there are some in holders between the properties that we own and the memorial interim and the corner lot. And so we're leaving it up to the development community what they want to propose if they want to join forces and do a larger property or if they want to propose something just on that corner, as long as it meets the code requirements and then satisfies the objectives and the development, that's something that we would consider as part of that.

01:57:15:11 - 01:57:39:19

Speaker 10 [Jess Freedman, CEDO]

The parking lot, which I said has about 50 spaces. We would require the developer to replace all of those in kind in addition to whatever parking spaces that they would have to add per code. The code currently allows for them to put spaces up to a thousand off site, so we would be willing to consider whatever they propose to us that would meet the needs of downtown parking.

01:57:39:19 - 01:57:58:17

Speaker 10 [Jess Freedman, CEDO]

So if that is an off site that they, you know, property owner that they partner with or if that is building structured parking underneath that, which as you might know, the ravine kind of runs through there and the property is a bit of a brownfield. So structure parking could be expensive. We don't know anything about the geotechnical kind of conditions underneath the site, so we're not really sure.

01:57:58:17 - 01:58:17:06

Speaker 10 [Jess Freedman, CEDO]

Structure parking is expensive on a good site. So if the best to use is to have retail on the first floor and parking be located somewhere else, that's something that we would be willing to consider. We're really leaving it up to their ingenuity and creativity as well as we're not requiring them to make it a publicly owned lot that we built for us.

01:58:17:06 - 01:58:37:15

Speaker 10 [Jess Freedman, CEDO]

If they wanted to do a kind of a public private partnership like at Eagles, where there's some kind of revenue sharing to replace their lost revenue because that does bring in a lot of money. We don't want to hit the parking fund with a big deficit. It's about 100, \$250,000 of revenue annually from that parking lot. So we want to make sure that that is replaced as well.

01:58:37:18 - 01:59:02:10

Speaker 10 [Jess Freedman, CEDO]

So taking a step back, the Memorial Auditorium process, as you might know, began about a year ago and a pretty long public engagement process that started off with a series of public meetings and survey, culminating in a survey that reached about 2500 residents that identified the top uses for Memorial Auditorium, which focused on it a civic space, a performance space, went to a farmer's market.

01:59:02:16 - 01:59:29:21

Speaker 10 [Jess Freedman, CEDO]

And so from there we engaged some consultants to look at the financials of the project as well as do high level conceptual drawings of the uses and the main floor of the next level of the whole site. And so we had some public workshops with that and the parks and art parks and Culture Committee and that rolled us into December where we presented a number of options to to the park in a public meeting, including the conceptual drawings.

01:59:29:21 - 01:59:51:04

Speaker 10 [Jess Freedman, CEDO]

And what we proposed was a series of four concepts. So Memorial Auditorium was facing a funding gap. We just don't have the capacity debt capacity between tax increment financing and geo bonds to be able to fund the project. So there were four options. One was to just leave it as is, which, you know, the building doesn't see any additional renovation.

01:59:51:04 - 02:00:15:05

Speaker 10 [Jess Freedman, CEDO]

It just kind of idles. And that continues to cost us quite a bit on an annual basis because it does have a lot of deferred maintenance and there are some safety concerns with the building. There was a basic renovation, which is to just bring it up to code, make it habitable and make it safe. And that was slightly more expensive but not really meeting the goals of what the community had told us in the workshops and in the survey.

02:00:15:07 - 02:00:50:12

Speaker 10 [Jess Freedman, CEDO]

There was a more community oriented one that met all of those needs that had the performance space, but we still had a large funding gap, and the final option was the gateway block. We would use the gateway block just for the redevelopment of the block to spur development and have additional tax increment financing capacity to be able to fund the gap and right now, we're still working through the finances of that, but we're getting much closer than we started with the, you know, 10 to \$20 million funding gap to get something that's a little bit manageable with some value engineering and some kind of scoping.

02:00:50:12 - 02:01:17:12

Speaker 10 [Jess Freedman, CEDO]

And so that's how we ended up coming back to the parking lot. So in 2019, we hired a specialized arts consultant to look at the programing, the market feasibility to kind of get a better idea of how the memorial would operate. And we also had our consultant create an operating proforma for the building and for the redevelopment of the lot that looked at the development potential, what we might expect in revenues, and then that's what we might expect in debt capacity from there.

02:01:17:12 - 02:01:34:26

Speaker 10 [Jess Freedman, CEDO]

We also met with a couple of folks from the development community to kind of gauge their interest and see what folks have been considering. And then we started creating the RFP and we've been going through that over the last couple of weeks trying to figure out what would best meet the goals of both of those projects. On that block.

02:01:34:26 - 02:01:55:06

Speaker 10 [Jess Freedman, CEDO]

We're doing kind of simultaneously trying to see if we can block and have Memorial be fully funded at the same time. And so it's been a balancing act. But I think we're we're pretty happy with where we are now in the process. And so that just to summarize that the this RFP is really to spur the redevelopment of the block.

02:01:55:08 - 02:02:14:07

Speaker 10 [Jess Freedman, CEDO]

This is the gateway block. It's what a lot of folks see when they first come down Main Street into Burlington. And there are some buildings there that are a little bit falling apart and there's opportunities for redevelopment there. We are going to put a set of development objectives

in the proposal so that there will be guideposts so that it will meet all of code.

02:02:14:07 - 02:02:35:27

Speaker 10 [Jess Freedman, CEDO]

But Also, any objectives like parking or like energy efficiency, anything that we wanted to put into kind of encourages the developers to do certain things. We're also not obligated at all to proceed with any of these, which is a request for proposals that we don't get any ideas that meet our needs. Then we don't have to proceed with that.

02:02:35:29 - 02:02:50:13

Speaker 10 [Jess Freedman, CEDO]

And then as I said earlier, that this is really intended to close the funding gap of Memorial. And it's also a project that has been on our radar for some time. And we're we're excited to see if we can get some good proposals back from a development community.

02:02:50:15 - 02:02:52:20

Speaker 2

Thank you.

02:02:52:22 - 02:03:00:04

Speaker 1 [PWC Chair Tiki Archambeau]

Commissioners. I'm just kind of looking around to gauge any questions. Commissioner Gilman, any thing come to mind? No majority.

02:03:00:07 - 02:03:26:22

Speaker 9 [Commissioner Solveig Overby]

But I just have a question about the this is obviously a publicly owned piece of property on that corner. And the question is, is RFP presuming that there would be a sale of the property as part of this redevelopment, or could they use the 99 year lease since we really don't know what's going to be going on in Burlington and in 99 years and that would be a longer than a lifetime of that particular any project that could come forward with an RFP.

02:03:26:24 - 02:03:47:03

Speaker 10 [Jess Freedman, CEDO]

Yeah. So as I said, we're trying to kind of keep it flexible so that developers can propose business terms that make sense for them. So we would consider a sale. We would also consider a lease, any kind of public private partnership, whatever best meets the financial interest and the community interest is what we're likely to pick. So we're not restricting them to any one business model.

02:03:47:03 - 02:03:51:20

Speaker 10 [Jess Freedman, CEDO]

We want to see what they can propose to us that might work for them and for for us.

02:03:51:22 - 02:04:13:08

Speaker 9 [Commissioner Solveig Overby]

Yeah, I just I just philosophically have a problem with selling public property and not knowing what could be going on with the need for, you know, municipal uses. So I was hoping that you were going to say that we would consider that that would be a requirement of the RFP, but it sounds like it could be just sold as part of the deal as if that's what a developer wanted.

02:04:13:12 - 02:04:14:20

Speaker 9 [Commissioner Solveig Overby]

Is that what you're saying?

02:04:14:21 - 02:04:20:02

Speaker 10 [Jess Freedman, CEDO]

Yeah, we don't really know yet exactly what makes the most sense for.

02:04:20:04 - 02:04:40:11

Speaker 2

That, right? Hi, guys. Hi. So I think the point is that what we're doing is we're just asking we're asking the development community, what do they want to do? So we don't want to put an artificial box around them if they all come in with 99 year leases that make you really happy, they all came in with for sale.

02:04:40:13 - 02:04:59:13

Speaker 2

Know that would make you happy. But maybe there are conditions in there that would make you happy. Maybe that condition creates some other scenario. So we're not putting any limitations on it and we're not. The goal of this project is not to sell the lot. The goal of this project is merely to get ideas and see what the development community wants to do.

02:04:59:15 - 02:05:06:04

Speaker 2

So that's really it right now to make sense.

02:05:06:07 - 02:05:13:25

Speaker 5

That is in case you don't know, that's Jeff Padgett, the interim assistant director of Public Works.

02:05:13:28 - 02:05:16:14

Speaker 1 [PWC Chair Tiki Archambeau]

I never thought I'd see you going to have.

02:05:16:16 - 02:05:17:16

Speaker 5

To ask him to introduce.

02:05:17:16 - 02:05:20:26

Speaker 2

Himself, but.

02:05:20:28 - 02:05:34:06

Speaker 1 [PWC Chair Tiki Archambeau]

We can formally ask that as the commissioner, right. Thank you for the introduction, Mr. Padgett. Commissioner, Overview. Any other questions at this point? Okay.

02:05:34:09 - 02:05:59:29

Speaker 9 [Commissioner Solveig Overby]

That that's, to me, philosophically an important thing as far as our, you know, preserving. It's been people have commented to me about selling off, you know, municipal property because it sort of is a privatization of things. And and I philosophically do not think it's a good idea for the city to sell off property. And when it when when 99 years is is is more than long enough for any building to stay standing.

02:06:00:01 - 02:06:17:07

Speaker 9 [Commissioner Solveig Overby]

And so I feel like that's really philosophically important that we set a precedent. Obviously, I'm not you know, public works doesn't have any control over other than this is parking and there's revenue. But I just I just really think that the you know, I get it. You're just saying this. What do they want to do? Well, no developer is going to say, I want a 99 year lease.

02:06:17:09 - 02:06:38:24

Speaker 9 [Commissioner Solveig Overby]

It's just you have to insist on that. If you're a community that thinks that's an important thing and. That's why I wanted to see if that was part of what was in. And the and I hear it's it's open. It's open to whichever option is going to happen. And I'm I'm going to be concerned if it's if if the proposal that all the proposals are like we just we just want to we want that we need to buy the property.

02:06:38:27 - 02:06:42:01

Speaker 9 [Commissioner Solveig Overby]

We're not going to do our deal, our development that puts us in a much.

02:06:42:01 - 02:07:01:04

Speaker 2

Better position to have the discussion to say, okay, these are the holding conditions. Again, they were all sale conditions. Then you had to say, all right, do we abandon these ideas or do we approach the developer with the best idea that we have that has this one thing that we don't want and negotiate on that? So that's where we're creating a playing field at this point.

02:07:01:04 - 02:07:12:15

Speaker 2

That's all that's happening. There's no obligation. It's just a glorified discussion. Basically, we're asking the development community to compete a little bit on, you know, good, that's all.

02:07:12:22 - 02:07:41:17

Speaker 9 [Commissioner Solveig Overby]

Well, it's sort of like the transition is, again, you know, with our discussions about bike lanes and and cars, you know, we're in a

transition phase with that. And this would be a novel situation of saying the community wants to retain ownership. So I know it's you know, it's a it's a it's a it's a it's not something you normally would have in an RFP, for sure, but it's something that is, again, like bike lanes are sort of not feeling so good to people that want to keep parking.

02:07:41:19 - 02:08:01:17

Speaker 9 [Commissioner Solveig Overby]

99 year lease is not so feeling so good to people that are used to just, you know, doing developments and having ownership. And that's just philosophically an important thing that I think we need to think about. And it would have been I think it would be an important factor.

Obviously, it's it's new. So your developers are not going to probably say, that's my preference.

02:08:01:20 - 02:08:25:17

Speaker 9 [Commissioner Solveig Overby]

Nobody is, you know, So I'm just wanted to bring that out to find out what what was in the RFP. Was it Burlington is important and keeping ownership of this municipal property. That's an important criteria to our our our citizenry and our maintaining our integrity of our community. And and if it's not, well, then then it's not. But I think it's an important thing for us to consider.

02:08:25:21 - 02:08:35:14

Speaker 9 [Commissioner Solveig Overby]

So that was why I was asking the question, if it's part of the RFP. But it's not it's just not.

02:08:35:17 - 02:08:36:09

Speaker 2

Okay.

02:08:36:11 - 02:08:40:00

Speaker 1 [PWC Chair Tiki Archambeau]

Thank you. We'll go around the board here. Commissioner Hogan, I thought.

02:08:40:02 - 02:08:42:26

Speaker 2

We should all have good bark. Mr. O'Neal.

02:08:43:02 - 02:08:44:21

Speaker 3

Yep.

02:08:44:24 - 02:08:45:12

Speaker 1 [PWC Chair Tiki Archambeau]

That microphone.

02:08:45:12 - 02:09:15:01

Speaker 8 [Commissioner O'Neill-Vivanco]

Now. Exactly. Women power here in the pie in the sky. What's not going to be in the RFP? I think I would like see some opportunities to include the actual infrastructure for electric vehicle charging, which I think is

really important for our city to kind of, you know, keep moving forward on. You know, you said you can't necessarily guarantee or anything that it is just this opening night for a starting point for conversations.

02:09:15:04 - 02:09:33:02

Speaker 8 [Commissioner O'Neill-Vivanco]

But I do think let's be realistic and let's think where where do we want Burlington to be in the next 510, 15 years with with this property and looking at those 50 car park spots. Let's get to maybe charging infrastructure in there. Thanks.

02:09:33:05 - 02:09:54:29

Speaker 1 [PWC Chair Tiki Archambeau]

Thank you. We'll go to I guess we can get a public comment at this point if there is any public comment. Most of the public cleared out and see no one approaching here, I guess, is back to us. Just one thought to reflect on my part. You know, I agree a lot with the commissioner of his sentiment on this.

02:09:54:29 - 02:10:12:21

Speaker 1 [PWC Chair Tiki Archambeau]

I think it's fine to do what you're doing, so you actually have to get to understand what's out there and what's realistic in order to know to draw boundaries so it's all good at the same time. I'm struck as you were talking, I was thinking, okay, so we're going to fund Memorial Auditorium rehab by selling off a parking lot.

02:10:12:23 - 02:10:42:17

Speaker 1 [PWC Chair Tiki Archambeau]

And that seemed to be the idea before. Exactly. We've seen this movie and that that that is so wrong. I can't even on so many levels, I just it does not ring good for me. We've run up the credit card so much that we now have to consider selling a public asset to fund Memorial Auditorium. Wow. We have \$20 million that we that the city approved in TIFF funds two for a crater in the middle of our city right now that may or may not be developed.

02:10:42:17 - 02:11:03:11

Speaker 1 [PWC Chair Tiki Archambeau]

So I mean, that's just one example of that debt allowance that we have, that a credit card, if you will. I'm I'm a little bit stunned right now, so I apologize. This is nothing on you. I think you're doing what you need to do. is is definitely a higher level thing that that kind of appalls me.

02:11:03:11 - 02:11:24:18

Speaker 1 [PWC Chair Tiki Archambeau]

So I'll be keeping an eye on this one to be sure to see where that goes. But, you know, Commissioner OVERBY has an ally in me. in terms of the outlook for that piece of personal. All right, barring no other comments on this one, it looks like we're done with this item.

[End of Agenda Item 6. "Main St. & S. Winooski Ave Surface Lot RFP"]

[last part of transcript omitted]

Gateway Block Redevelopment

Jesse Freedman

CEDO

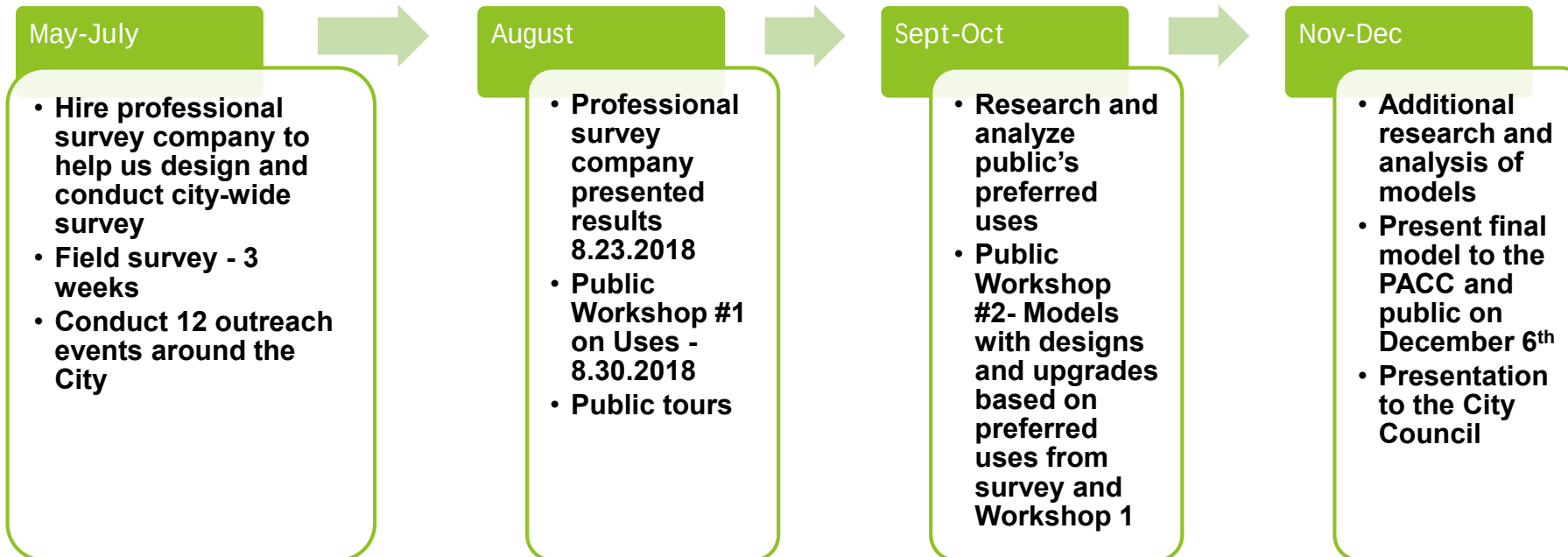
Redevelopment of the 220 Main St Lot



Redevelopment of the 220 Main St Lot

- ▶ Request for Proposals (RFP) to redevelop parking lot
 - ▶ City is seeking ideas for the highest and best use of the site
 - ▶ We are leaning on the creativity and capability of the development community to replace the spaces
 - ▶ Goal is to spur redevelopment of block and help close Memorial renovation funding gap
 - ▶ RFP will contain Development Objectives as parameters
- ▶ RFP will require developer to replace all parking spaces
 - ▶ May be off-site, within 1000 feet of site
 - ▶ May be privately owned/operated and publicly accessible
 - ▶ Some form of profit sharing to replace lost revenue

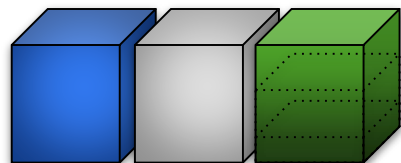
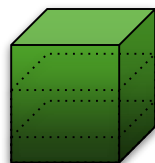
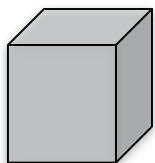
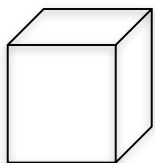
2018 Public Process



Progress in 2019

- ▶ Hired consultant to conduct market and feasibility studies of Memorial Auditorium as a performing arts venue
- ▶ Consultant created operating pro forma for Memorial including redevelopment of lot
- ▶ Additional update to PACC
- ▶ Meetings with development community
- ▶ Initial planning for RFP process

Summary: Four Concepts



	Mothball	Basic	Community	Gateway Block
Pros	Preserves options	Reopens building and allows basic programming	Modern space meets diverse community need	Allows full renovation at price City can afford; unlocks gateway block value
Cons	Building continues to deteriorate	Spaces not modern or flexible; large events limited	\$9-18M funding gap exists	Stretches timeline for renovation

Summary

- ▶ RFP is intended to spur redevelopment of the block
- ▶ Development objectives set guideposts, but wide latitude given potential respondents
- ▶ City is under no obligation to proceed with any proposals
- ▶ Helps close Memorial funding gap

Gateway Block Combined Request for Proposals (RFP) – DRAFT

Memorial Auditorium and Gateway Parking Lot Community and Economic Development Department October 19, 2015

The Community and Economic Development Office (CEDO) of the City of Burlington is soliciting redevelopment and development proposals for the Gateway Block, which includes Memorial Auditorium and the City-owned corner parking lot at the intersection of South Winooski Avenue and Main Street in downtown Burlington. Proposals may include one or both properties. Redevelopment of either parcel will involve significant public processes, and both sites are eligible for Tax Increment Financing (TIF) through the City's Downtown TIF District.

I. Background

A. Memorial Auditorium (145 South Union Street)

Memorial Auditorium is an historic structure built in 1927 that includes a gymnasium with a proscenium stage, large lower level room that currently houses Generator (a maker space), pottery and arts studio currently occupied by Burlington City Arts (BCA) programs, the 30-year home of Burlington Parks Recreation and Waterfront's (BPRW) music venue 242 Main, and major server operations for Burlington Telecom. The 57,562 SF (45,148 finished) building sits on a 0.88-acre corner lot. (See attached Assessor record and State Register of Historic Places description.) The building has served as an event space for years, and important events still take place there – most significantly the Burlington Farmer's Market in cold weather months – though they have dwindled significantly in the last 15 years. The building also serves as a memorial to those who have died in military service (see attached 9-28-2013 BFP story.)

It is operated by BPRW. The on-site parking facilities serving the building are limited, but there are several parking garages and lots within several blocks of the property. The property is bounded to the south by Main Street, the east by Union Street, the north by the College Street Congregational Church and the Library parking lot, and the west by a privately owned mixed use duplex (234-36 Main St) currently housing a tattoo business and residential uses.

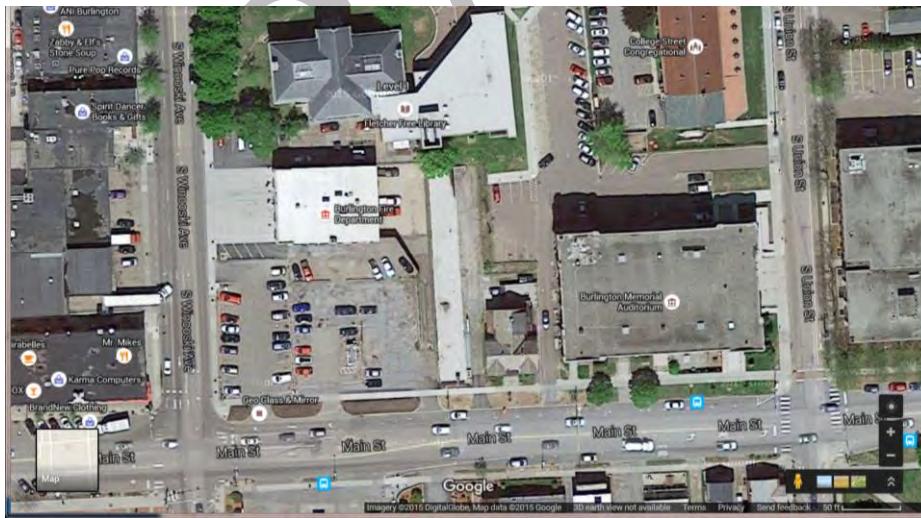
The building has extensive deferred maintenance detailed in three separate reports from 1991, 2008, and 2014 – available upon request. The building costs the City of Burlington roughly \$250,000 annually to operate before addressing any deferred maintenance and currently generates no property tax revenue and limited tax revenue from its events. In a recent memo to the Mayor and City Council (October 13, 2015,) Martha Keenan of the Department of Public Works reported that \$260,000

of immediate investment in the building's roof and heating system is necessary to minimize further deterioration of the building and prepare for a potential failure of the boiler system. In addition, a further \$4M plus is required in the following two fiscal years in order to safely support current building activities. Significant additional spending would be necessary to reconfigure the building for any other uses.

B. Gateway Parking Lot (220 Main Street)

The City-owned 0.23-acre corner parking lot at Main and South Winooski currently serves as transient parking for downtown visitors, with just over 40 parking spaces. (See attached Assessor record.) It has a varied history that includes in its earliest days as a ravine that drained the higher ground to north and east of the site and was the site of an early railroad station. The ravine was later filled but still carries a key part of the City's stormwater system. As a result, a significant amount of non-structural fill underlies the parking lot (see attached 8-3-2013 BFP story and 5-2-1991 engineering report.)

The parking lot sits at one of the primary entrances to the downtown and is currently operated by the Department of Public Works (DPW). The property is bounded to the south by Main Street, to the east by the privately held Mid-Town Motel (230 Main St), to the north by a Burlington City Fire Station #1, and to the west by North Winooski Avenue. Some environmental assessments have already been conducted and are available upon request.



II. Development Goals

The City has multiple development parameters/objectives for the redevelopment of these two sites. These include:

A. Memorial Auditorium Goals

- Adaptive reuse of this prominent and important civic building located on the gateway to the city's downtown core.
- Preserve and restore the historic character and façade of the building, particularly on the sides facing Union Street and Main Street.
- Preserve and/or honor in some fashion the memorials within the building.
- Generate positive cash flow to the City's finances through adaptive reuse of the building, to the benefit of taxpayers and fiscal stability.
- Address all deferred maintenance.
- Preserve or specifically address the relocation of the Burlington Telecom hub in redevelopment plans (estimated moving cost approximately \$1M).
- If Tax Increment Financing (TIF) is proposed as a redevelopment source, generation of new tax dollars must be created in sufficient increment at either or both development sites to support the requested public investment; and the proposal should indicate how "but for the public investment" redevelopment as proposed could not occur.
- Work with City-based entities with existing uses in the building to determine whether or not a future development of the building is the appropriate place to re-house an iteration of those uses or not. If not, include a proposed process to determine potential new locations with a commitment to assist with relocation.

B. Gateway Parking Lot Goals

- Utilize great urban design:– architecturally innovative and forward-looking but grounded in context of downtown Burlington.
- Active first floor uses are required – with a two-story high retail corner at Main & S. Winooski as a goal.
- Minimum 15-foot wide active pedestrian area along Winooski Avenue frontage.
- Height should be maximized within current zoning; density is a priority for downtown developments in this location or a strategy for rezoning should be proposed.

C. Shared Goals

- Parking
 - No at-grade, street fronting parking (off-street).
 - If proposed, any parking structure should be right-sized and shared-use, based on the principles of the Downtown Parking Plan.
 - If proposed, any parking structure MUST participate in whatever parking

management district is formed to serve downtown through the City's ongoing Downtown Parking efforts; if a new structure is proposed to be built utilizing City dollars, it is highly likely that structure will be owned by the City or downtown-wide parking entity.

- Parking spaces must be unbundled from units/leasable space.
- Bike parking and bike amenities should be prioritized.
- Housing is highly encouraged at one or both sites and will be considered favorably, but is not a required parameter.
- The reintroduction of on-street parking on Main Street, if deemed workable by the City's DPW.
- Utilize sustainable design practices and green infrastructure extensively.
- Public art should be incorporated into the interior and exterior.
- Should have thoughtful interfaces with firehouse, library, existing Church, and other neighbors. Project proposals that support and incentivize successful re-development of Memorial are a priority.
- Loading and unloading should be shielded from the street.
- Waste and external services should be shared as much as possible for efficiencies.
- Reference Plan BTW: Downtown & Waterfront for broader conceptual framework.

III. Proposal Process

Proposals will be accepted from:

- Developers seeking to develop solely one property or the other;
- Developers seeking to develop both properties;
- Separate developers working in partnership to develop both parcels;
- Proposals from or partnering with adjacent land owners; and
- City of Burlington departments.

The City reserves the right to proceed with one property and not the other based on proposals received, staff capacity, and available funding.

Proposals will be vetted by a CEDO-led team, but will also go through a public process to ensure citizen input on the project(s). If a project seeks Tax Increment Financing, the project will ultimately have to go through a public vote.

Sale of either or both properties is possible, but respondents are strongly urged to consider ground lease proposals or other mechanisms that give the City a measure of long-term control of the parcel itself, with more flexibility for the ownership structure of the developments.

The City will conduct a two-tier submission process.

A. Tier One Submission Materials (Request for Qualifications)

Proposals are limited to no more than 12 pages total (6 pages double-sided or 24 single-sided.)

1. Proposed Concept – address how each City parameter is met, include one visual
2. Finances – project cost estimate
3. Experience – Brief annotated list of comparable projects

Public input will be solicited on the concepts at this stage, and two to three finalists will be chosen to advance to the second tier based on the response to the qualifications.

B. Tier Two Submission Materials (Request for Proposals)

Proposals are limited to no more than 24 pages total (12 double-sided or 24 single-sided).

1. Proposal narrative detailing how each applicable parameter will be addressed in the project proposal.
2. Proposed financial structure:
 - a. Acquisition purchase price and/or general proposed lease terms.
 - b. Requested Tax Increment Financing with anticipated annual tax revenue generated by the project(s) to support the TIF investment
3. Rough time estimate for project (the start date is unknown as the schedule of the public process has not yet been clearly defined).
4. Detailed experience of project team.
5. At least 3 visuals of the project, including at least one viewpoint from the middle of Main Street east of Memorial Auditorium looking west.

C. Proposals Evaluation

Proposals will be evaluated on the following:

- The proposed development's adherence to the parameters above.
- If critical to the development proposal, demonstrated partnership with adjacent site owners OR commitment to achieve a formal partnership within 90 days of submission with adjacent site owners. If no partnership is formed, and adjacent sites (not owned by the City) are critical to the redevelopment, the proposal will NOT be considered.
- Experience working in urban sites, and if proposing for Memorial, with redevelopment of historic structures.
- Experience working within complex regulatory environments, including with Tax Increment Financing
- A documented history of delivering projects on-time and on-budget.
- Experience working within public processes and highly scrutinized projects.
- Proposed financial terms.

Commented [JF1]: If proposals are going to be scored, the scoring matrix should be included in this RFP.

D. Timeline

Submit one digital copy to YYYY, the project manager at CEDO, and 5 hard copies by 5:00 PM on Month, XX, 2015. Late submittals will not be accepted.

DRAFT

Compare the CCTV meeting recording transcript, PWC 5/15/2019 Agenda Item 7, to these minutes:

"Item 7– Main Street and South Winooski Avenue Surface Lot RFP. "We are looking to redevelop the parking lot and are forming a Development Committee. We are also looking at the adjacent properties, would like to redevelop the block. Commissioner O'Neill asked if there was going to be space for EV Charging stations."

Burlington Department of Public Works Commission Meeting
Draft Minutes May 15, 2019
645 Pine Street – Main Conference Room

Commissioners Present: Robert Alberry, Tiki Archambeau, Jim Barr, Chris Gillman Brendan Hogan, Soveig Overby and Peggy O'Neill Vivanco:

Item 1 – Call to Order – Welcome – Chair Comments

Commissioner Archambeau called the Public Works Commission Meeting to order at 6:30 p.m.

Item 2 – Agenda

Unanimous approval

Item 3 – Public Forum (3 minute per person time limit)

Sophie Quest Colchester Ave bike issues, 2 accidents involving bicyclists, made it safer for bicyclists.

Andy Simon – In favor of two bike lanes on Flynn Avenue we need to balance out the needs of motorists and cyclists.

Halina Dooley – UVM has concerns about the intersection of University Heights and Main Street intersection. We noticed a lot of distracted drivers, it is high risk high crash location – alter traffic signals, paint intersection.

Jacki Schultz – Expressed she is happy with sidewalks but need more cleaning of the streets from April through October.

John Bertelsen – Is a cyclist and two arteries uphill are not friendly and downhill not everyone is comfortable with the parking downhill.

Nina – Asked about the impact on residents where will people park on Colchester Avenue if parking is removed. There are a lot of houses here that do not have proper driveways.

Steve Norman lives in the New North End and is a crossing guard at the intersection of Shore Road and North Avenue. He stated there still needs to be further improvement to slow people down. Would like to see new signage that also has the French language on them.

Liam Griffin stated on both Flynn Avenue and Colchester Avenue we need to move people safely through the corridors.

Jason Van Drierche – Supports bike lanes in both directions. He asked how proposals were structured stating they need to make Flynn Ave work in both directions for bikers.

Richard Watts support SGA President, signal to cars approaching intersections. The more bike lanes the better.

Allegra William – Local Motion – Have petitions out for both Flynn Avenue and Colchester Avenue.

Jack Hanson – Burlington City Councilor – Talked about emissions and how Vermont emissions are up and we must deal with the problem. Supports adding protected bike lanes on Colchester Avenue.

Brennan Guerrier of Ward 3 stated that both Flynn Avenue and Colchester Ave are unsafe for bicyclists as there is reckless and fast travel on both streets.

Item 4 – Consent Agenda

A. Proctor Place Parking Prohibition

Commissioner Gillman made a motion to accept consent agenda
Commissioner Barr seconded
All were in Favor.

Item 5 – Flynn Avenue Safer Biking Infrastructure & Parking Adjustments

There is parking on the north side of Flynn Avenue from 300-208, south side from Pine to Oakledge the parking would be removed, and there would be a crosswalk at Foster. The feedback from community are strongly in favor of complete no parking on Flynn Avenue from the coop and are supportive of a crosswalk .

Commissioner O'Neill stated that if we finalize parking on the greenbelt, retain some parking and pave the area that is dirt out of the travel lane, which is adjacent to the sidewalk.

Commissioner Hogan asked that the mailer going out does it give some geographic scope on the parking on Flynn Avenue, (voice got low unable to hear what the rest of statement was.)

Elizabeth Groehlinger of Public Works stated that the residents of Flynn Avenue from Pine and Shelburne Street were mailed fliers and there were two options that we have we should get a lot of feedback from these residents on them.

Commissioner Overby stated that there should be parking on the street to act as a buffer between the lanes.

Commissioner Archambeau asked about bike lanes being installed and was told that both Pine to Briggs is parking prohibited. We are coordinating starting this with the paving project. Looking into side street parking and a possible mid-block crossing.

Jason Van Dreusche stated that there should be a parking count on Flynn Avenue and side streets and when the letter goes out explicitly ask people who favor either option let it be known. Feedback is very important for projects.

Mr. Brookes supports the plan and the crosswalk at Pine and Shelburne.

Commissioner Barr made a motion to accept the plan and language.

Commissioner Guillmett seconded.

Unanimous approval.

Item 6 – Colchester Avenue Safety Improvements and Parking Adjustments

There is support to remove parking on either sides or one side of parking as well as the downhill side from the cemetery to Barrett Street.

Commissioner Overby stated that the road from Winooski to Burlington is a lot of work and maybe they could cut in some parking spaces on the left so there is no parking in the roadway.

Commissioner O'Neill supports the bike lanes and we need to think about how to move people through the area a little safer.

Jason Stuffle stated that Colchester Avenue is a gateway to the city should have and off the road multi use path.

Pat Sealan stated that on Colchester Avenue, there is no sign to welcome people into Burlington from the Winooski side, lanes are not clearly marked. She would like to see Burlington on the list of most bikeable cities.

Brook supports bike lanes in both directions but feels that safety is important and the way Colchester Avenue is right now it is not working right. Colchester Avenue residents can park on the side street and maybe put in a crosswalk on the hill to slow down traffic on the hill.

Dave Crowley is a resident of Nash Place is a bike user. He stated the project has what plan is trying to achieve and he supports a bike lane on the north side going uphill. Neighborhood parking needs to be address, get some community involvement.

Jason Van Drierche stated he biked down Colchester Avenue and it was a miserable experience. The traffic flow work will make it a better for everyone, downhill as cars are passing by. A bike lane will make it work better and should be a priority. There needs to be signage at the bottom of the hill of Colchester Avenue.

Matt Dooley is a property owner on Colchester Avenue and he stated that his tenants need the parking on Colchester Avenue as their driveway is small and does not have enough parking.

Deborah Craft stated that Colchester Avenue factors cars and had never served for cyclist.

Would like to see a crosswalk if possible people can park on Chase Street. Would like to see a crosswalk if possible for traffic calming by the Kampus Kitchen.

Gentleman is a renter on Colchester Avenue and stated that there are a lot of college students on Colchester Avenue and there is not room on the side streets for parking and he needs his vehicle for work as he works in Montpelier and he parks on the street.

A customer came in who owns an older property on the hill and there is a parking area for enters and to park on Chase Street would mean to cross Colchester Avenue to get home.

Commissioner Barr stated the crosswalk at Chase Street is coming and we are working on signage as you enter the city from Winooski.

Commissioner Overby stated that she is looking forward to the proposal.

Commissioner Gillman stated he would like to see a compromise for Chase Street and Barrett Street.

Item 7– Main Street and South Winooski Avenue Surface Lot RFP

We are looking to redevelop the parking lot and are forming a Development Committee.

We are also looking at the adjacent properties, would like to redevelop the block.

Commissioner O'Neill asked if there was going to be space for EV Charging stations.

Item 8 – Pipe Assessment Public Hearing

Federally subsidized loans for clean water. He did an explanation on the process for this. Greg Johnson presented a power point on the pipe assessment and the progress the Water Division is making on this.

Item 9 – Minutes of 4/16/19

Commissioner Barr stated that on Item 10 to fixed asked.

Commissioner Hogan would like to see Proctor Place parking lined out to show that that was removed from consent agenda.

Commissioner Barr made a motion to accept the minutes with the changes.

Commissioner Alberry seconded.

Unanimous approval

Item 10 – Director’s Report

The reorganization was approved

GMT will have route changed June 17th

Bike and Scooter will go before TEUC ion May 23rd at 7:30 p.m. with the proposed contract.

FY20 budget preset in packet that was sent to City Council

Commissioner Archambeau stated that there were two different budgets one with ISD and one without with the lower budget being with ISD.

Item 11 – Commissioner Communication

Commissioner Barr stated that Parking Management Plan Institutions on hill free to talk to DPW partner and move forward.

Commissioner O’Neill parking plan need to have a process and steps to have issues brought forward to streamline the system for clearer steps.

Director Spencer stated the process is to contact Customer Service and it will be put into See Click Fix which starts the process.

Commissioner Overby stated that Archibald Street has been patched up. Intervale Road needs patching.

Intervale Road added onto paving list

The walkway on the side has deteriorated.

There is a concern about the water that is always on Elmwood Avenue and Peru Street.

Commissioner Hogan stated that GMT second coordination for bus service information is valuable.

This is the 6th year anniversary for Mayor Weinberger announcing the goal for bike/pedestrian changes.

Commissioner Archambeau commented on the new sidewalk on Walnut Street.

Bike lanes are gone, no paint on them and suggested to look for a better paint that lasts through the winter season.

Commissioner O’Neill made a motion to adjourn after Executive Session

Commissioner Barr seconded.

Unanimous approval.

Item 12 – Executive Session – broke into executive session

Item 13 – Adjournment and Next Meeting. Next meeting is June 19, 2019.

Requests for Proposals for the Adaptive Reuse of Memorial Auditorium

City of Burlington
October 5, 2022

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REQUEST FOR PROPOSALS (RFP) FOR THE ADAPTIVE REUSE OF MEMORIAL AUDITORIUM, BURLINGTON, VERMONT

Date of Issuance: October 5, 2022

Issued by: City of Burlington, Community and Economic Development Office

Site visit: Optional upon request

Due Date for Questions: October 26, 2022

Submit via email to sdunn@burlingtonvt.gov

Responses will be posted on: November 2, 2022

Due Date for Proposals: December 2, 2022

Proposals shall be submitted electronically to sdunn@burlingtonvt.gov

Notice to Proposers: This document constitutes a Request for Proposal, and is not a request for professional services, a request for a bid or a construction contract. Acceptance of a proposal may result in a binding project agreement between the City and the proposer, contingent upon certain acts of the City Council related to a Development Agreement and/or long-term lease.

Issuing Point of Contact:

Samantha Dunn, CEDO Asst. Director for Community Works

sdunn@burlingtonvt.gov

(802) 829-6385

BACKGROUND

Memorial Auditorium, located at 250 Main Street in Burlington, was designed and constructed as a public auditorium and civic center in the heart of downtown Burlington in 1927. Built to honor World War I veterans, the building has continued to serve as a monument to veterans of all subsequent wars. The centerpiece of the Auditorium was a 2,500-seat hall with a proscenium stage that supported a wide range of performances and community events. Memorial Auditorium was listed on the National Register of Historic Places in 1988 as a contributing building within the Main Street – College Street Historic District. From 1928 to 2016, Memorial Auditorium served as an important civic space offering civic events, child care, performances, artist workshop space and more.

Beginning in the early 2000s the building began to suffer from deferred maintenance and unable to make the investments needed to address structural and safety concerns, the City closed the building in 2016. More information about the history of the building and past project updates is available on the [City's website](#).

During the summer and fall of 2018, the City undertook an extensive community engagement process with stakeholder and community input collected through community workshops, public tours, interviews, and a city-wide survey to understand the community's interests and goals in the future of Memorial Auditorium. In addition to performance and entertainment space, the top uses for Memorial Auditorium identified by the public were 1) civic and community gathering space; 2) indoor farmers market; 3) arts and crafts; 4) youth-led program space; and 5) rehearsal space. The result of this process was an adaptive reuse plan for Memorial Auditorium to remain a publicly owned, public assembly space. Incorporating the public's feedback, the City engaged various architectural design and rehabilitation professionals in the creation of conceptual designs, construction pricing, and financing options and created a conceptual plan for a proposed "hub for community events, arts education, and a possible winter home for the farmer's market." The City anticipated financing the renovation through a mix of public and private sources including general obligation and tax increment financing bonds and private equity.

With the onset of the pandemic in early 2020, this project lost momentum as other priorities took precedence. With a wide range of new priorities and challenges at this time, the City is not able to move forward with public financing to implement the 2018 vision.

At the end of 2021, recognizing that the building was continuing to deteriorate and was a considerable liability, the City contracted with a structural engineering firm to provide a structural stabilization review and recommendations, material testing and cost estimate for demolition. In March of 2022, the voters approved a capital bond, which included \$1M for Memorial Auditorium assessment and stabilization. In May of 2022, this information was presented to City Council and there was unanimous support for stabilizing the building (versus demolition). Contracting for stabilization of the building is now underway and the stabilization work is expected to be completed by the end of February 2023.

The City now wishes to solicit proposals from firms and organizations with the vision, skills, relevant experience and financial capacity necessary to move forward with an adaptive reuse of the building through a long-term lease in which the City would retain ownership of the building while the selected entity(ies) will be responsible for the required renovations and operation of the building. The Memorial Auditorium Property has played a uniquely significant role in the social and cultural history of Burlington and it is a signature element of the City's built environment. The City welcomes proposals that honor that contribution while also imagining future uses that will effectively serve the citizens of Burlington.

CITY GOALS & OBJECTIVES

The City has the following goals and objectives for the Memorial Auditorium Property:

- Renovation and reactivation of vacant building with construction beginning within 24 months
- Public/Private partnership that maintains long-term public benefit
- Attractive and welcoming entrance to the downtown
- Maintains and contributes to the Historic Fabric of the community
- Street Activation at Main and Union Streets
- Preservation of Veterans Memorial
- Inclusion of public space with opportunity for input on programming from the City and Community
- High quality employment opportunities or new, mixed-income housing
- Long-term economic benefit for the community

REQUEST FOR PROPOSALS

The City of Burlington is issuing this RFQ/RFP to identify an entity to enter into a public/private partnership and long-term lease in support of the successful adaptive reuse of the Memorial Auditorium to reactivate this important component of the City's historic fabric and enhance the vibrancy of downtown Burlington.

Proposals will be evaluated based on the criteria described in this document. The entity selected through this process will enter into exclusive negotiations with the City with the intent of executing a Project Agreement that will establish the basis for future legal agreements associated with the project development, including the access and/or relocation of the Veterans Memorials currently located in the building.

SUBMISSION REQUIREMENTS

1. A signed letter on the proposer's letterhead indicating an interest in the Project and the primary contact person and contact information.
2. Description of Development Team
 - Lead development firm and key personnel
 - Development or programmatic partners
 - Technical partners (e.g. architects, engineers, financial and legal advisers)
 - Experience with comparable adaptive reuse developments
 - Identification of any unique resources, capabilities or assets which the proposer would bring to the project
3. Description of Proposed Project
 - Project Vision
 - Organization and management approach to the project
 - Programming Components (with proposed square footage)
 - Target Market / Beneficiaries
 - Proposal for Veterans Memorials
 - Expected scope of rehabilitation
 - Treatment of Historic Façade
 - Treatment of Historic Interior

4. Community Benefit

- Describe how the proposed project will respond to the City's goals as described above.
- Describe how the proposed project will incorporate community-identified priorities for Memorial Auditorium. (Results from the Community Survey can be found [here](#).)
- Describe how youth will be engaged in your development process and ongoing operations.
- Describe other public benefits of the proposed project.

5. Financial

- Contemplated public financial participation
- Description of how the project addresses and corresponds to market demands and conditions
- Conceptual Construction and Operating Proformas
- Provide evidence of financial capacity to complete the project

6. Timeline

- Proposed project timeline including design, financing, construction and start of operations

PROPOSAL EVALUATION

Proposals will be evaluated by an ad hoc committee which will consist of elected officials, community members with relevant skills and experience, Burlington youth and City staff. The committee will evaluate and advise CEDO on the proposals based upon the following factors and weight:

Compliance with proposal requirements

1) Alignment of proposed project with City goals and objectives	20%
2) Ability to incorporate public uses	20%
3) Overall community benefit of the proposal	25%
4) Experience of the Development Team	15%
5) Financial Feasibility	15%
6) Timeline	5%
	100%

TIMETABLE

Release of RFP: October 5, 2022

Receipt of proposals: December 2, 2022

CEDO Selection and submission of Proposal for City Council Approval: January 2023

LIMITATIONS OF LIABILITY

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

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.

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.

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.

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.

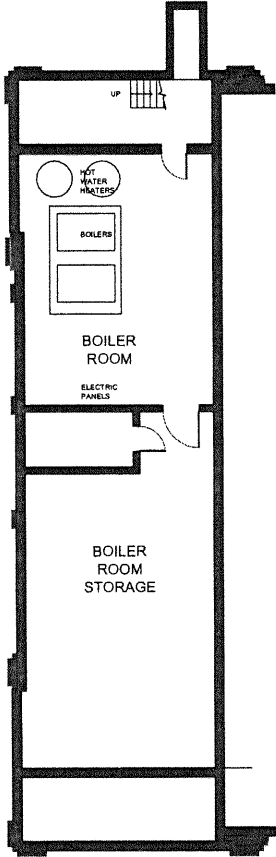
PUBLIC RECORDS

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 the City. All records which the responding party asserts 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.

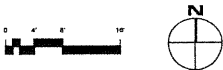
ATTACHMENTS

As-built plans

APPENDIX A AS-BUILT PLANS



BOILER ROOM PLAN
(below ground floor)



ARCHITECT
bha
Bergmann Handraha & Associates, Inc.
318 Summer Street
Boston, MA 02210
617 350-0450 Tel
617 350-0215 Fax
www.bha.com

PROJECT NAME
Burlington
Community
Recreation
Center
Burlington, VT

CLIENT
City of
Burlington
Department of Parks & Recreation
665 Pine Street
Burlington, VT 05401

PROJECT TEAM

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

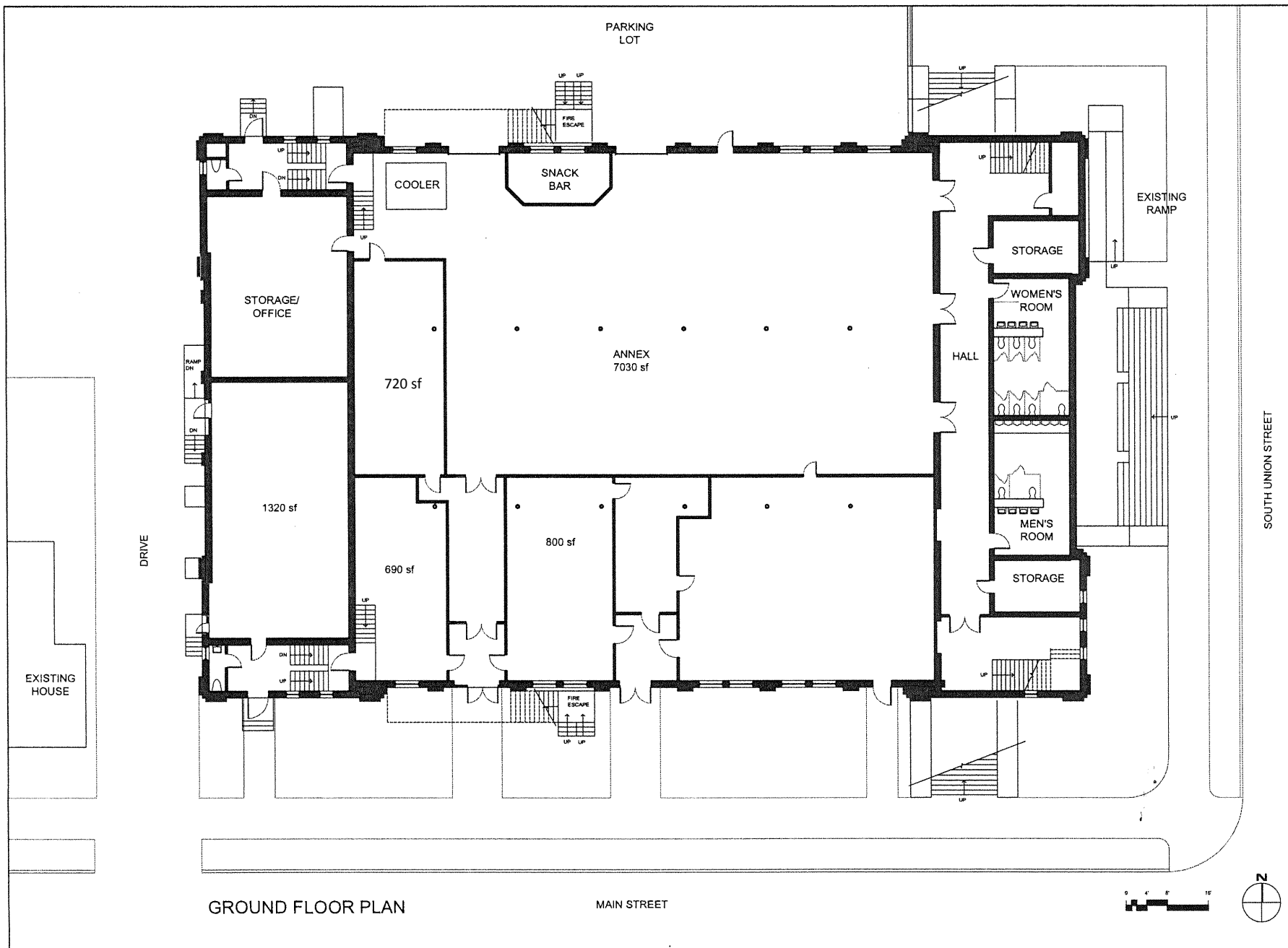
DRAWING TITLE
Memorial
Auditorium
Ground
Floor Plan
(existing)

DRAWING INFORMATION

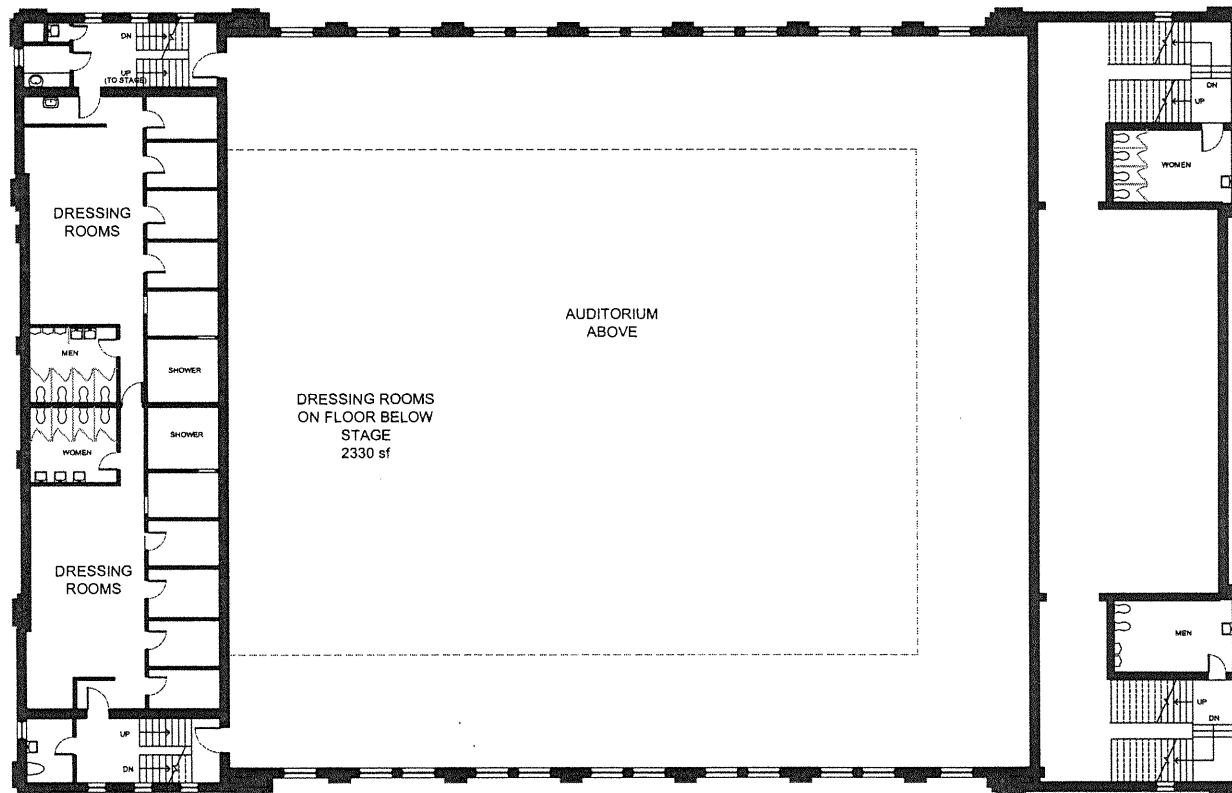
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Date of Issue: 01/17/03
Drawing: 001
Description: 001
Scale: 1/8" = 1'-0"
Project: 2304-00
Sheet: A-100, 001 of 001
File Name: 2304-00-001.dwg

DRAWING NUMBER
BOILER ROOM
A001

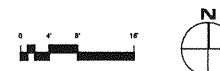
Copyright BHA, Inc.



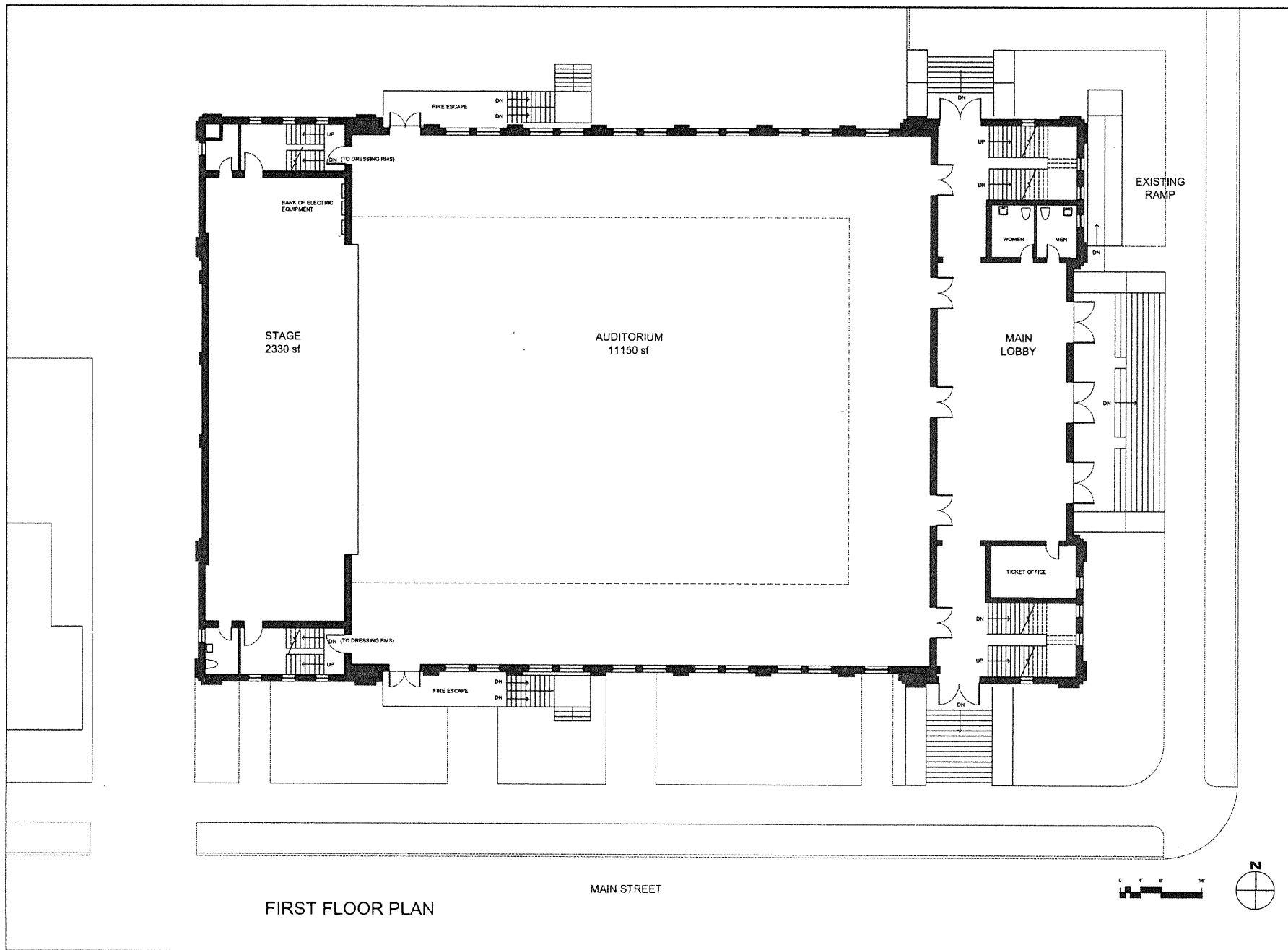
ARCHITECT Bargmann Handley + Archetype, Inc. 318 Summer Street Boston, MA 02210 617 350-0480 Tel 617 350-0218 Fax www.bh+a.com
PROJECT NAME Burlington Community Recreation Center Burlington, VT
CLIENT City of Burlington Department of Parks & Recreation 645 Pine Street Burlington, VT 05401
PROJECT TEAM
REVISIONS 1 _____ 2 _____ 3 _____ 4 _____ 5 _____
DRAWING TITLE Memorial Auditorium Ground Floor Plan (existing)
DRAWING INFORMATION
October 18, 2002 DATE OF ISSUE DRAWING NO. _____ 1/32" = 1'-0" SCALE 2384.00 PROJECT # _____ DRAWING NUMBER
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DRESSING ROOMS FLOOR PLAN



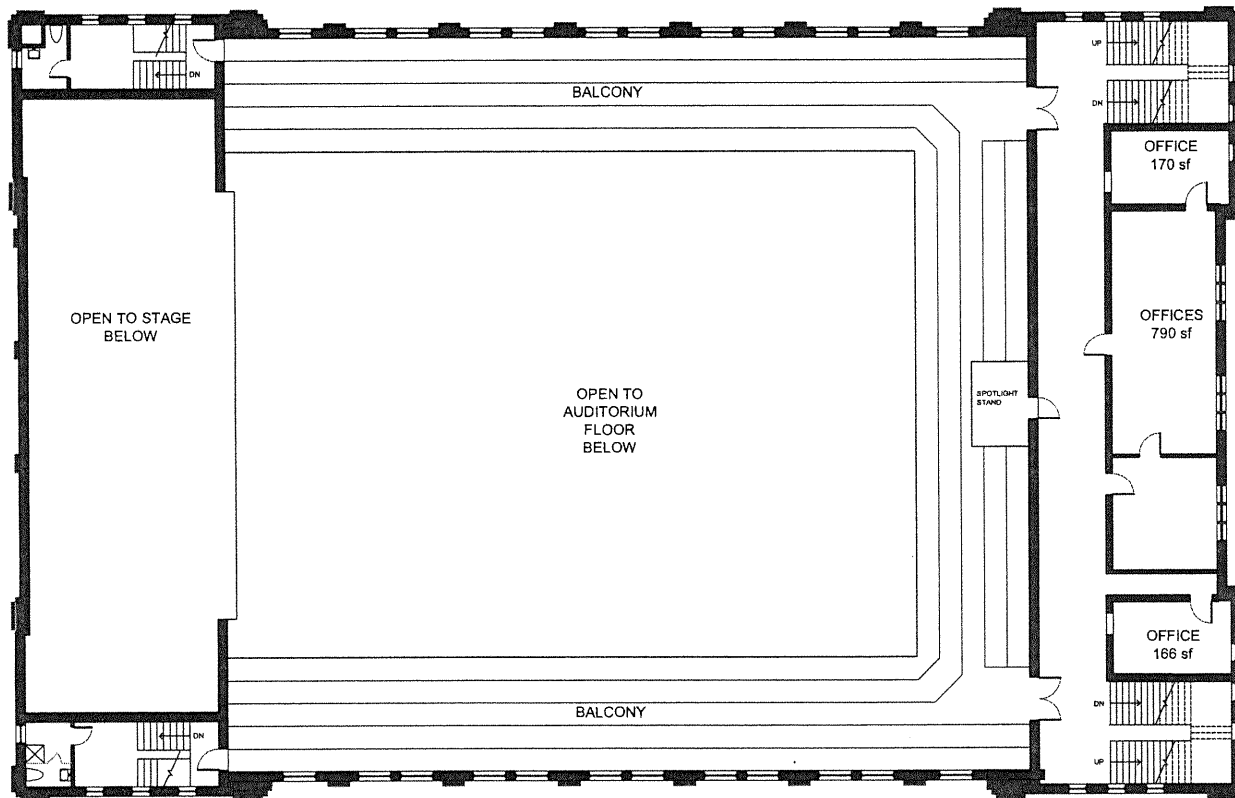
ARCHITECT  Bargmann Hanoffe + Architects, Inc. 316 Summer Street Boston, MA 02210 617 350-0600 Tel 617 350-0215 Fax www.bha.com
PROJECT NAME Burlington Community Recreation Center Burlington, VT
CLIENT City of Burlington Department of Parks & Recreation 843 Pine Street Burlington, VT 05401
PROJECT TEAM
REVISIONS 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ DATE
DRAWING TITLE Memorial Auditorium Dressing Rooms Floor Plan (existing)
DRAWING INFORMATION DATE: October 15, 2002 DATE OF REVISION: _____ SUBMITTED DESIGN: _____ DESIGN TEAM: _____ 1/2" = 1'-0" (SCALE) 2/24/02 A-100m MEZZANINE PROJECT: _____
DRAWING NUMBER MEZZANINE A100m Copyright BHA, Inc.



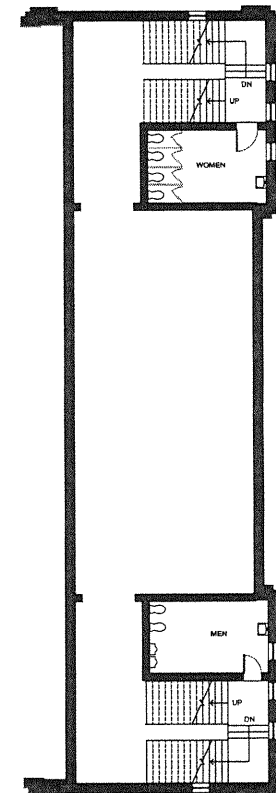
FIRST FLOOR PLAN

MAIN STREET

ARCHITECT  Bergmann Hendrix + Associates, Inc. 318 Summer Street Boston, MA 02110 617.330.0450 Tel 617.330.0215 Fax www.bhaya.com	
PROJECT NAME Burlington Community Recreation Center Burlington, VT	
CLIENT City of Burlington Department of Parks & Recreation 645 Pine Street Burlington, VT 05401	
PROJECT TEAM	
REVISIONS 1 _____ 2 _____ 3 _____ 4 _____	
DRAWING TITLE Memorial Auditorium First Floor Plan (existing)	
DRAWING INFORMATION	
October 16, 2001 2017 OF 2017 Electronic design 1/2" = 1'-0" EDCS 2004/01 PROJECT	
DRAWING NUMBER A101	
Copyright BHA, Inc.	



SECOND FLOOR PLAN
(balcony plan)



LANDING BELOW
SECOND FLOOR

ARCHITECT
bh+a
Bargmann Hendrix + Architects, Inc.
316 Sumner Street
Boston, MA 02215
617 350-0450 Tel
617 350-0213 Fax
www.bh+a.com

PROJECT NAME
**Burlington
Community
Recreation
Center**
Burlington, VT

CLIENT
**City of
Burlington**
Department of Parks & Recreation
643 Pine Street
Burlington, VT 05401

PROJECT TEAM

REVISIONS
1
2
3
4
5 DATE

DRAWING TITLE
**Memorial
Auditorium
Second
Floor Plan
(existing)**

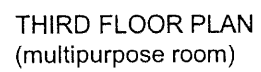
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October 13, 2007
REVISED
Burlington, VT
1/2" = 1'-0"
2007.00
PROJECT

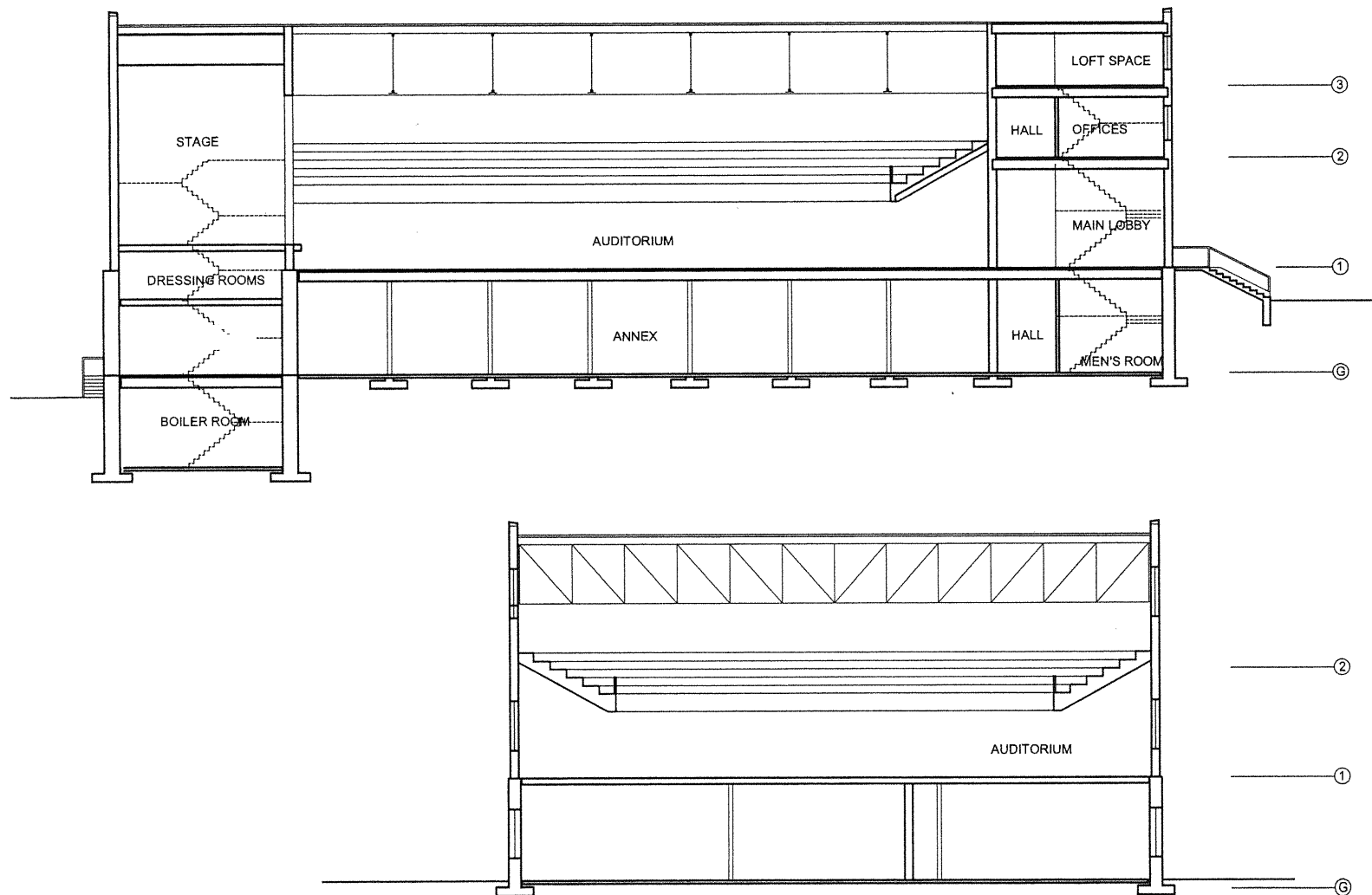
DRAWING NUMBER

A102

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EXISTING BUILDING SECTIONS



ARCHITECT
bha
Barnham Hendrie + Architects, Inc.
318 Summer Street
Boston, MA 02111
617 330-0450 Tel
617 330-0215 Fax
www.bha.com

PROJECT NAME
**Burlington
Community
Recreation
Center**
Burlington, VT

CLIENT
**City of
Burlington**
Department of Parks & Recreation
945 Pine Street
Burlington, VT 05401

PROJECT TEAM

REVISIONS
1
2
3
4
5
DATE

DRAWING TITLE
**Memorial
Auditorium
Building
Section**

DRAWING INFORMATION

October 13, 2007
REVISED BY
Barnham Hendrie + Architects, Inc.
1000 N. 1st St.
Burlington, VT 05401
2007-00
PROJECT
SECTION drawing
REVISED

DRAWING NUMBER

A201

Copyright BHA, Inc.

Lori Olberg

From: soverby@sover.net
Sent: Sunday, February 11, 2024 10:38 PM
To: Lori Olberg
Subject: Why has the City derailed the Gateway Block Request for Proposal process? 2/12/2024 City Council Agenda Item 4
Attachments: 5-15-2019 PWC Gateway Block Presentation and 10-19-15 Gateway Block RFP .pdf

[WARNING] This email was sent from someone outside of the City of Burlington.

Lori,
Please add this communication and attached document to the Consent Agenda Communications for City Council's 2/12/2024 Meeting. I also have sent it directly to the Councilors.
Thanks.
Solveig

2/11/2024

Subject: Why has the City derailed the Gateway Block Request for Proposal process?

From Solveig Overby, Ward 2

Communication Re: City Council 2/12/2024 meeting, Agenda item 4, "Gateway Block Predevelopment Agreement (verbal)" This was also emailed directly to President Paul and the other City Councilors.

4. Communication: Mayor Miro Weinberger re: South End Coordinated Redevelopment Predevelopment Agreement and Gateway Block Predevelopment Agreement (verbal) **6:15 pm - 7:30 pm ***expected executive session*****

To City Council President Karen Paul,

cc City Councilors Zoraya Hightower, Eugene Bergman, Joe Magee, Sarah E Carpenter, Ben Traverse, Ali N Dieng, Hannah King, Melo Grant, Timothy C. Doherty, Jr., Mark Barlow, and Joan Shannon

I note that you, President Paul, were the sponsor of the Farrell/Larkin/"NEWCO" Letter of Intent Resolution that City Council voted on at their 11/6/2023 meeting. Since City Council's 2/12/2024 agenda has an executive session, oral presentation by Mayor Weinberger, on a "Predevelopment Agreement" for the Gateway Block (Item 4), this communication shares significant concerns about this proposed deal.

It's clear that City Council was rushed, misled and misinformed in preparing for their vote on the Letter of Intent, during Deliberative Agenda Item 8, the "Support for Gateway Block" Resolution. This situation puts into question the legal validity of the Resolution on the Letter of Intent in its entirety.

I've attached a copy of the 10/19/2015 Draft RFP for the Gateway Block and the PowerPoint presentation that the Public Works Commission received at their 5/15/2019 meeting, delivered by Jesse Freedman of CEDO. (Filename: 5-15-2019 PWC Gateway Block Presentation and 10-19-15 Gateway Block RFP .pdf). The Gateway Block RFP was presented to the Public Works Commission in Agenda Item 7, titled "Main St. & S. Winooski Ave Surface Lot RFP." Mayor Weinberger also mentioned the Gateway Block RFP in several press releases thereafter.

I have reviewed the CCTV recording and minutes of the 5/15/2019 Public Works Commission meeting and also the CCTV recording of the 11/6/2023 City Council discussion on Item 8 "Support for Gateway Block".

During the City Council's 11/6/2023 discussion on the Resolution about the Letter of Intent, CEDO Director Brian Pine and Samantha Dunn never mentioned the draft Gateway Block RFP that had been presented to the Public Works Commission at their 5/15/2019 meeting. During their 11/6/2023 deliberations, Councilors expressed concerns about being rushed to sign off on a document that they had just seen for a few days and on which they wanted to make changes.

Why does the Resolution not reference the Gateway Block RFP? Why was it not mentioned during the Council's deliberations? Had the City followed the Gateway Block RFP processes as reflected in the attached draft Gateway Block RFP, Councilors concerns, and those of the public, would have been addressed.

During the City Council's 11/6/2023 deliberations several Councilors repeated representations made by CEDO Director Pine that the Letter of Intent was not binding. Pine and Dunn represented to Council that the Letter was merely assisting CEDO in the "due diligence" assessment process for development options.

Neither of the lawyers on Council, nor Acting City Attorney Jared J. Pellerin who was present and was advising the Council, corrected this misunderstanding

The binding language in the Letter is clear, despite the fact that the final commitment will be made in a Development Agreement. Note this paragraph in the Letter:

"Good Faith Letter of Intent: This Letter of Intent is intended to represent the good faith actions of the parties and therefore binding, subject to the full execution of a Development Agreement on or before March 29, 2024. The City agrees not to solicit any other interest, nor otherwise engage with any other party in connection with the redevelopment of the Gateway Block during the term of this Letter of Intent."

By this clause in the Letter of Intent, the City agreed to exclude all other parties from performing necessary due diligence to prepare alternate proposals for development of the Gateway Block on the municipal properties that include Memorial Auditorium, the historic firehouse and the Main St. parking lot.

I've had numerous communications about these concerns with my City Councilors Bergman and Grant and also with Burlington's Chief Innovation Officer Scot Barker while unsuccessfully trying to locate the attached Gateway Block RFP-related documents on Burlington's public websites. I happen to have copies of these documents because I was on the Public Works Commission at the time.

Not only was City Council not informed of the Gateway Block RFP that the Public Works Commission learned about on 5/15/2019, the public does not have the ability to find these documents. The 10/19/2015 draft Gateway Block RFP and CEDO's 5/15/2019 Gateway Block presentation to Public Works Commission are not findable on the City's websites. Further, the minutes from the PWC 5/15/2019 meeting on the Gateway Block RFP item are lacking. They do not reflect my extensive comments as a Commissioner, where I requested that the RFP require a long-term land lease rather than a sale. They also don't reflect PWC Chair Tiki Archambeau's concerns that the Main St. parking lot not be sold off to finance repair of Memorial Auditorium.

I ask that you as City Council President, show the leadership to push back on the Mayor's rush to transfer ownership and control of Memorial Auditorium, the historic firehouse and the Main St. parking lot before he leaves office. Don't negotiate a sole-bidder PreAgreement or Development Agreement via City Council Executive Sessions. Insist that City Council require pursuit of the full Gateway Block RFP process. You must ensure that Burlington not be locked into a vague, sole-bidder Development Agreement based on the 11/9/2023 Farrell/Larkin/"NEWCO" Letter, that could sell off these key downtown municipal properties.

City Council must not facilitate a repeat of our Burlington Town Center/CityPlace experience which has been ten years of Development Agreement zigs and zags: Amended, Restated, 2.0 version, and now to be amended further, Development Agreements.

As the saying goes, "the hurrier you go, the behinder you get."

You have the power and the responsibility to prevent this mess from happening again.

https://www.burlingtonvt.gov/sites/default/files/Agendas/Main%20St%20%26%20S%20Winooski%20Surface%20Lot%20Presentation_0.pdf

As of 1/29/2024 the link above where this document was once located does not work. Not findable on CivicClerk either.

Date: May 15, 2019

Time: 6:30 - 9:00 p.m.

Place: 645 Pine St - Main Conference Room

A G E N D A

7 - 20 Min

Main St. & S. Winooski Ave Surface Lot RFP

A -Presentation, CEDO

B -Commissioner Discussion

C -Public Comment

D -Action Requested - None

Gateway Block Redevelopment

Jesse Freedman

CEDO

Redevelopment of the 220 Main St Lot



Redevelopment of the 220 Main St Lot

- ▶ Request for Proposals (RFP) to redevelop parking lot
 - ▶ City is seeking ideas for the highest and best use of the site
 - ▶ We are leaning on the creativity and capability of the development community to replace the spaces
 - ▶ Goal is to spur redevelopment of block and help close Memorial renovation funding gap
 - ▶ RFP will contain Development Objectives as parameters
- ▶ RFP will require developer to replace all parking spaces
 - ▶ May be off-site, within 1000 feet of site
 - ▶ May be privately owned/operated and publicly accessible
 - ▶ Some form of profit sharing to replace lost revenue

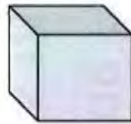
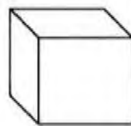
2018 Public Process



Progress in 2019

- ▶ Hired consultant to conduct market and feasibility studies of Memorial Auditorium as a performing arts venue
- ▶ Consultant created operating pro forma for Memorial including redevelopment of lot
- ▶ Additional update to PACC
- ▶ Meetings with development community
- ▶ Initial planning for RFP process

Summary: Four Concepts



	Mothball	Basic	Community	Gateway Block
Pros	Preserves options	Reopens building and allows basic programming	Modern space meets diverse community need	Allows full renovation at price City can afford; unlocks gateway block value
Cons	Building continues to deteriorate	Spaces not modern or flexible; large events limited	\$9-18M funding gap exists	Stretches timeline for renovation

Summary

- ▶ RFP is intended to spur redevelopment of the block
- ▶ Development objectives set guideposts, but wide latitude given potential respondents
- ▶ City is under no obligation to proceed with any proposals
- ▶ Helps close Memorial funding gap

As of 1/29/2024, above link where document was originally posted no longer works. Scott Barker, BTV IT, looked unsuccessfully for CivicClerk link.

2/5/24 12:54 PM, From: Scott Barker <sbarker@burlingtonvt.gov>; To: sowerby@zolver.net

"As we discussed on Friday, we do still have the document. However, it does not appear to have been attached to an agenda packet for any meeting. Not only is not in any agenda packet currently in CivicClerk, we are also unable to find it attached to any agenda packet in the previous system, BoardDocs. It does appear to have, at one time, been on the Website as a support document, but it never went deeper than that. I verified with the City Attorney's office that as a general rule, RFPs themselves are rarely attached to an agenda packet unless and until there is a contract that is being approved that resulted from an RFP response. That also doesn't appear to be the case here."

Gateway Block Combined Request for Proposals (RFP) – DRAFT

Memorial Auditorium and Gateway Parking Lot
Community and Economic Development Department
October 19, 2015

The Community and Economic Development Office (CEDO) of the City of Burlington is soliciting redevelopment and development proposals for the Gateway Block, which includes Memorial Auditorium and the City-owned corner parking lot at the intersection of South Winooski Avenue and Main Street in downtown Burlington. Proposals may include one or both properties. Redevelopment of either parcel will involve significant public processes, and both sites are eligible for Tax Increment Financing (TIF) through the City's Downtown TIF District.

I. Background

A. Memorial Auditorium (145 South Union Street)

Memorial Auditorium is an historic structure built in 1927 that includes a gymnasium with a proscenium stage, large lower-level room that currently houses Generator (a maker space), pottery and arts studio currently occupied by Burlington City Arts (BCA) programs, the 30-year home of Burlington Parks Recreation and Waterfront's (BPRW) music venue 242 Main, and major server operations for Burlington Telecom. The 57,562 SF (45,148 finished) building sits on a 0.88-acre corner lot. (See attached Assessor record and State Register of Historic Places description.) The building has served as an event space for years, and important events still take place there – most significantly the Burlington Farmer's Market in cold weather months – though they have dwindled significantly in the last 15 years. The building also serves as a memorial to those who have died in military service (see attached 9-28-2013 BFP story.)

It is operated by BPRW. The on-site parking facilities serving the building are limited, but there are several parking garages and lots within several blocks of the property. The property is bounded to the south by Main Street, the east by Union Street, the north by the College Street Congregational Church and the Library parking lot, and the west by a privately owned mixed use duplex (234-36 Main St) currently housing a tattoo business and residential uses.

The building has extensive deferred maintenance detailed in three separate reports from 1991, 2008, and 2014 – available upon request. The building costs the City of Burlington roughly \$250,000 annually to operate before addressing any deferred maintenance and currently generates no property tax revenue and limited tax revenue from its events. In a recent memo to the Mayor and City Council (October 13, 2015), Martha Keenan of the Department of Public Works reported that \$260,000

of immediate investment in the building's roof and heating system is necessary to minimize further deterioration of the building and prepare for a potential failure of the boiler system. In addition, a further \$4M plus is required in the following two fiscal years in order to safely support current building activities. Significant additional spending would be necessary to reconfigure the building for any other uses.

B. Gateway Parking Lot (220 Main Street)

The City-owned 0.23-acre corner parking lot at Main and South Winooski currently serves as transient parking for downtown visitors, with just over 40 parking spaces. (See attached Assessor record.) It has a varied history that includes in its earliest days as a ravine that drained the higher ground to north and east of the site and was the site of an early railroad station. The ravine was later filled but still carries a key part of the City's stormwater system. As a result, a significant amount of non-structural fill underlies the parking lot (see attached 8-3-2013 BFP story and 5-2-1991 engineering report.)

The parking lot sits at one of the primary entrances to the downtown and is currently operated by the Department of Public Works (DPW). The property is bounded to the south by Main Street, to the east by the privately held Mid-Town Motel (230 Main St), to the north by a Burlington City Fire Station #1, and to the west by North Winooski Avenue. Some environmental assessments have already been conducted and are available upon request.



II. Development Goals

The City has multiple development parameters/objectives for the redevelopment of these two sites. These include:

A. Memorial Auditorium Goals

- Adaptive reuse of this prominent and important civic building located on the gateway to the city's downtown core.
- Preserve and restore the historic character and façade of the building, particularly on the sides facing Union Street and Main Street.
- Preserve and/or honor in some fashion the memorials within the building.
- Generate positive cash flow to the City's finances through adaptive reuse of the building, to the benefit of taxpayers and fiscal stability.
- Address all deferred maintenance.
- Preserve or specifically address the relocation of the Burlington Telecom hub in redevelopment plans (estimated moving cost approximately \$1M).
- If Tax Increment Financing (TIF) is proposed as a redevelopment source, generation of new tax dollars must be created in sufficient increment at either or both development sites to support the requested public investment; and the proposal should indicate how "but for the public investment" redevelopment as proposed could not occur.
- Work with City-based entities with existing uses in the building to determine whether or not a future development of the building is the appropriate place to re-house an iteration of those uses or not. If not, include a proposed process to determine potential new locations with a commitment to assist with relocation.

B. Gateway/Parking Lot Goals

- Utilize great urban design:-- architecturally innovative and forward-looking but grounded in context of downtown Burlington.
- Active first floor uses are required -- with a two-story high retail corner at Main & S. Winooski as a goal.
- Minimum 15-foot wide active pedestrian area along Winooski Avenue frontage.
- Height should be maximized within current zoning; density is a priority for downtown developments in this location or a strategy for rezoning should be proposed.

C. Shared Goals

- Parking
 - No at-grade, street fronting parking (off-street).
 - If proposed, any parking structure should be right-sized and shared-use, based on the principles of the Downtown Parking Plan.
 - If proposed, any parking structure MUST participate in whatever parking

management district is formed to serve downtown through the City's ongoing Downtown Parking efforts; if a new structure is proposed to be built utilizing City dollars, it is highly likely that structure will be owned by the City or downtown-wide parking entity.

- o Parking spaces must be unbundled from units/leasable space.
- o Bike parking and bike amenities should be prioritized.
- Housing is highly encouraged at one or both sites and will be considered favorably, but is not a required parameter.
- The reintroduction of on-street parking on Main Street, if deemed workable by the City's DPW.
- Utilize sustainable design practices and green infrastructure extensively.
- Public art should be incorporated into the interior and exterior.
- Should have thoughtful interfaces with firehouse, library, existing Church, and other neighbors. Project proposals that support and incentivize successful re-development of Memorial are a priority.
- Loading and unloading should be shielded from the street.
- Waste and external services should be shared as much as possible for efficiencies.
- Reference Plan BTW: Downtown & Waterfront for broader conceptual framework.

III. Proposal Process

Proposals will be accepted from:

- Developers seeking to develop solely one property or the other;
- Developers seeking to develop both properties;
- Separate developers working in partnership to develop both parcels;
- Proposals from or partnering with adjacent land owners; and
- City of Burlington departments.

The City reserves the right to proceed with one property and not the other based on proposals received, staff capacity, and available funding.

Proposals will be vetted by a CEDO-led team, but will also go through a public process to ensure citizen input on the project(s). If a project seeks Tax Increment Financing, the project will ultimately have to go through a public vote.

Sale of either or both properties is possible, but respondents are strongly urged to consider ground lease proposals or other mechanisms that give the City a measure of long-term control of the parcel itself, with more flexibility for the ownership structure of the developments.

The City will conduct a two-tier submission process.

A. Tier One Submission Materials (Request for Qualifications)

Proposals are limited to no more than 12 pages total (6 pages double-sided or 24 single-sided).

1. Proposed Concept – address how each City parameter is met, include one visual
2. Finances – project cost estimate
3. Experience – Brief annotated list of comparable projects

Public input will be solicited on the concepts at this stage, and two to three finalists will be chosen to advance to the second tier based on the response to the qualifications.

B. Tier Two Submission Materials (Request for Proposals)

Proposals are limited to no more than 24 pages total (12 double-sided or 24 single-sided).

1. Proposal narrative detailing how each applicable parameter will be addressed in the project proposal.
2. Proposed financial structure:
 - a. Acquisition purchase price and/or general proposed lease terms.
 - b. Requested Tax Increment Financing with anticipated annual tax revenue generated by the project(s) to support the TIF investment
3. Rough time estimate for project (the start date is unknown as the schedule of the public process has not yet been clearly defined).
4. Detailed experience of project team.
5. At least 3 visuals of the project, including at least one viewpoint from the middle of Main Street east of Memorial Auditorium looking west.

C. Proposals Evaluation

Proposals will be evaluated on the following:

- The proposed development's adherence to the parameters above.
- If critical to the development proposal, demonstrated partnership with adjacent site owners OR commitment to achieve a formal partnership within 90 days of submission with adjacent site owners. If no partnership is formed, and adjacent sites (not owned by the City) are critical to the redevelopment, the proposal will NOT be considered.
- Experience working in urban sites, and if proposing for Memorial, with redevelopment of historic structures.
- Experience working within complex regulatory environments, including with Tax Increment Financing
- A documented history of delivering projects on-time and on-budget.
- Experience working within public processes and highly scrutinized projects.
- Proposed financial terms.

Commented [JF1]: If proposals are going to be scored, the scoring matrix should be included in this RFP.

D. Timeline

Submit one digital copy to YYY, the project manager at CEDO, and 5 hard copies by 5:00 PM on Month, XX, 2015. Late submittals will not be accepted.

DRAFT

Missing and misrepresented timeline items on CEDOs March 11, 2024 Memo re: Memorial/Gateway Block Pre-Development Agreement

3/8/24 6:04 PM

From: "soverby@sover.net" <soverby@sover.net>

To: "bpine@burlingtonvt.gov" <bpine@burlingtonvt.gov>

Cc: "gbergman@burlingtonvt.gov" <gbergman@burlingtonvt.gov>, "Melo Grant" <megrant@burlingtonvt.gov>

Brian,

I have a few communications going out but first wanted to let you know I noticed that CEDO's March 11, 2024 Memo to City Council for Monday's meeting, has omitted mention of the Gateway Block RFP that was presented to the Burlington Public Works Commission on May 15, 2019. In addition, the title of the timeline item "2022 RFP for Redevelopment through Public/Private Partnership" is misleading as to the facts.

The CEDO memo timeline:

1990s City began to struggle to keep up with repairs on the building; 1994 Memorial bond vote failed; 1993 bond for a public safety building for the municipal parking lot failed to garner required two-thirds majority for GO bond approval.
2013 PlanBTY Downtown provides vision for redevelopment of underutilized sites
2013 YMCA explored adaptive reuse of Memorial Auditorium; balance of block slated for Mixed-Use w/ Student Housing
2016 UVM Arena with Hotel on "Gateway Block"
2016 Memorial Auditorium closed to protect public safety
2018 robust public process by CEDO leading to Adaptive Re-use plans for Memorial Auditorium as a "Community Hub"; 2019: RFP to find a private operator for Memorial Community Hub
2021 Bond vote that included Memorial renovations failed
2021 Gateway Block considered but rejected as the site of a new Burlington High School
2022 Successful bond brings \$1MM to Memorial Stabilization & Exploration of future uses
2022 Voters approve \$165MM in bonding for new BHS
2022 RFP for Redevelopment through Public/Private Partnership
2023 Selected Proposal (Babaroosa) withdraws for financial feasibility reasons
2023 City facilitates strategic visioning exercise with adjacent property owners for Gateway Block Redevelopment

....

Attached is the text transcript of the May 15, 2019 Public Works Commission meeting, CEDO's presentation to the PWC at that meeting, and the draft Gateway Block RFP that was made available.

CEDO has also included a timeline item that is misleading as to the facts. The timeline item "2022 RFP for Redevelopment through Public/Private Partnership" hides the substance of that RFP. That RFP was for Adaptive Reuse of only the Memorial Auditorium building, not the entire three acres of municipal property owned in the Gateway/Memorial Block. That limited 2022 RFP was titled "Requests for Proposals for the Adaptive Reuse of Memorial Auditorium" RFP, and is available here:

https://www.burlingtonvt.gov/sites/default/files/Requests%20for%20Proposals%20for%20the%20Adaptive%20Reuse%20of%20Memorial%20Auditorium%20FINAL%2010052022_0.pdf

Solveig

Attachments:

- 2019_05_15_PWC_meeting_transcript_Gateway_Block_Redevelopment_presentation_RFP.pdf

3/4/2024

The Burlington Public Works Commission received a presentation on the Gateway Block Redevelopment RFP at its May 15, 2019 meeting. The draft Gateway Block RFP was dated 10/19/2015.

Below is a text transcript from the CCTV recording the of the Public Works Commission's May 15, 2019, Agenda item 7 presentation on the RFP, provided by CEDO employee Jesse Freedman. Following that is Freedman's PowerPoint presentation and the draft Gateway Block RFP dated 10/19/2015 that was made available.

Burlington Public Works Commission, 5/15/2019

Agenda Item 7. Main St. & S. Winooski Ave Surface Lot RFP

"Gateway Block ReDevelopment" by Jesse Freedman, CEDO

<https://burlingtonvt.portal.civicclerk.com/event/4984/files/agenda/6615>

CCTV Meeting Recording transcript, PWC 5/15/2019

Starting point of Agenda Item 7 discussion is at time code: 01:54:58:24
- 01:55:27:16 in the full transcript.

Meeting recording from which this transcript was made is at:

<https://www.cctv.org/watch-tv/programs/burlington-public-works-commission-142>

Clean-up corrections or annotations noted in bracket [] symbols

00:00:10:28 - 00:00:38:23

Speaker 1 [PWC Chair Tiki Archambeau]

Just calling to order. We have an agenda. I don't know if there's a projection going on. Maybe at some point we'll get that going to the folks can see the order of events. But the first item on our agenda here is the agenda itself to focus on here. So just as a quick primer of after we discuss the agenda, we will discuss the public forum and give you all a chance to participate in the conversation here.

[first part of transcript omitted]

01:54:57:15 - 01:54:58:21

Speaker 1 [PWC Chair Tiki Archambeau]

Whenever you're ready.

**[START OF AGENDA ITEM 6: Main St. & S. Winooski Ave Surface Lot RFP
See pdf of PowerPoint presentation provided to Public Works
Commissioners for this agenda item, titled: "Gateway Block
Redevelopment, Jesse Freedman, CEDO"
File name: "Gateway_Block_Main St & S Winooski Surface Lot
Presentation_0.pdf"]**

01:54:58:24 - 01:55:27:16

Speaker 10 [Jesse Freedman, CEDO]

Anything. My name is Jesse Friedman [Freedman]. I'm a projects and policy specialist with Zito [CEDO], and I'm here to talk today about the gateway block redevelopment and the surface parking lot as part of that. So what I'd like to do is go over the RFP process that we're currently undertaking and the implications for parking. And then I'll take you back a little bit to the Memorial Auditorium adaptive reuse process that kind of weaves into this and how we got to the RFP process and then the progress that we've made up until 29th 2019 and where we expect to go from there.

01:55:27:23 - 01:55:50:00

Speaker 10 [Jesse Freedman, CEDO]

So we're looking at the 220 main South Street lot. So it's south of New Sken Main Street. If you're not familiar, probably it's a pretty high profile lot. It's on the gateway block, memorials there in the background, and it's about 50 or so spaces in the area that we're looking at. There's a little under half an acre, about 4/10 of an acre.

01:55:50:03 - 01:56:15:16

Speaker 10 [Jesse Freedman, CEDO]

The lot is divided into two parcels right now. Part of it goes with the fire station and with the library. There's three parcels for all three properties. So none really is in one parcel of its own. So the redevelopment process, what we're looking at is to do an RFP, which is currently in draft form to redevelop the parking lot, and we're leaving it up to the development team.

01:56:15:19 - 01:56:42:10

Speaker 10 [Jesse Freedman, CEDO]

Those ideas to us, that would be the highest and best use of the property. And so we would have a set of development objectives. So statements and ideals that we would have as well as code requirements and meeting the form base code and the municipal development code, that's kind the guardrails for the projects. But the development community, we're inviting them to come and bring us with a variety of proposals of what the best use of this lot would be.

01:56:42:13 - 01:57:15:11

Speaker 10 [Jesse Freedman, CEDO]

So it's been looked at a long time and we really don't want to have anyone end with any one proposal. So that includes adjacent properties. So there are some in holders between the properties that we own and the memorial interim and the corner lot. And so we're leaving it up to the development community what they want to propose if they want to join forces and do a larger property or if they want to propose something just

on that corner, as long as it meets the code requirements and then satisfies the objectives and the development, that's something that we would consider as part of that.

01:57:15:11 - 01:57:39:19

Speaker 10 [Jess Freedman, CEDO]

The parking lot, which I said has about 50 spaces. We would require the developer to replace all of those in kind in addition to whatever parking spaces that they would have to add per code. The code currently allows for them to put spaces up to a thousand off site, so we would be willing to consider whatever they propose to us that would meet the needs of downtown parking.

01:57:39:19 - 01:57:58:17

Speaker 10 [Jess Freedman, CEDO]

So if that is an off site that they, you know, property owner that they partner with or if that is building structured parking underneath that, which as you might know, the ravine kind of runs through there and the property is a bit of a brownfield. So structure parking could be expensive. We don't know anything about the geotechnical kind of conditions underneath the site, so we're not really sure.

01:57:58:17 - 01:58:17:06

Speaker 10 [Jess Freedman, CEDO]

Structure parking is expensive on a good site. So if the best to use is to have retail on the first floor and parking be located somewhere else, that's something that we would be willing to consider. We're really leaving it up to their ingenuity and creativity as well as we're not requiring them to make it a publicly owned lot that we built for us.

01:58:17:06 - 01:58:37:15

Speaker 10 [Jess Freedman, CEDO]

If they wanted to do a kind of a public private partnership like at Eagles, where there's some kind of revenue sharing to replace their lost revenue because that does bring in a lot of money. We don't want to hit the parking fund with a big deficit. It's about 100, \$250,000 of revenue annually from that parking lot. So we want to make sure that that is replaced as well.

01:58:37:18 - 01:59:02:10

Speaker 10 [Jess Freedman, CEDO]

So taking a step back, the Memorial Auditorium process, as you might know, began about a year ago and a pretty long public engagement process that started off with a series of public meetings and survey, culminating in a survey that reached about 2500 residents that identified the top uses for Memorial Auditorium, which focused on it a civic space, a performance space, went to a farmer's market.

01:59:02:16 - 01:59:29:21

Speaker 10 [Jess Freedman, CEDO]

And so from there we engaged some consultants to look at the financials of the project as well as do high level conceptual drawings of the uses and the main floor of the next level of the whole site. And so we had some public workshops with that and the parks and art parks and Culture

Committee and that rolled us into December where we presented a number of options to to the park in a public meeting, including the conceptual drawings.

01:59:29:21 - 01:59:51:04

Speaker 10 [Jess Freedman, CEDO]

And what we proposed was a series of four concepts. So Memorial Auditorium was facing a funding gap. We just don't have the capacity debt capacity between tax increment financing and geo bonds to be able to fund the project. So there were four options. One was to just leave it as is, which, you know, the building doesn't see any additional renovation.

01:59:51:04 - 02:00:15:05

Speaker 10 [Jess Freedman, CEDO]

It just kind of idles. And that continues to cost us quite a bit on an annual basis because it does have a lot of deferred maintenance and there are some safety concerns with the building. There was a basic renovation, which is to just bring it up to code, make it habitable and make it safe. And that was slightly more expensive but not really meeting the goals of what the community had told us in the workshops and in the survey.

02:00:15:07 - 02:00:50:12

Speaker 10 [Jess Freedman, CEDO]

There was a more community oriented one that met all of those needs that had the performance space, but we still had a large funding gap, and the final option was the gateway block. We would use the gateway block just for the redevelopment of the block to spur development and have additional tax increment financing capacity to be able to fund the gap and right now, we're still working through the finances of that, but we're getting much closer than we started with the, you know, 10 to \$20 million funding gap to get something that's a little bit manageable with some value engineering and some kind of scoping.

02:00:50:12 - 02:01:17:12

Speaker 10 [Jess Freedman, CEDO]

And so that's how we ended up coming back to the parking lot. So in 2019, we hired a specialized arts consultant to look at the programing, the market feasibility to kind of get a better idea of how the memorial would operate. And we also had our consultant create an operating proforma for the building and for the redevelopment of the lot that looked at the development potential, what we might expect in revenues, and then that's what we might expect in debt capacity from there.

02:01:17:12 - 02:01:34:26

Speaker 10 [Jess Freedman, CEDO]

We also met with a couple of folks from the development community to kind of gauge their interest and see what folks have been considering. And then we started creating the RFP and we've been going through that over the last couple of weeks trying to figure out what would best meet the goals of both of those projects. On that block.

02:01:34:26 - 02:01:55:06

Speaker 10 [Jess Freedman, CEDO]

We're doing kind of simultaneously trying to see if we can block and have Memorial be fully funded at the same time. And so it's been a balancing act. But I think we're we're pretty happy with where we are now in the process. And so that just to summarize that the this RFP is really to spur the redevelopment of the block.

02:01:55:08 - 02:02:14:07

Speaker 10 [Jess Freedman, CEDO]

This is the gateway block. It's what a lot of folks see when they first come down Main Street into Burlington. And there are some buildings there that are a little bit falling apart and there's opportunities for redevelopment there. We are going to put a set of development objectives in the proposal so that there will be guideposts so that it will meet all of code.

02:02:14:07 - 02:02:35:27

Speaker 10 [Jess Freedman, CEDO]

But Also, any objectives like parking or like energy efficiency, anything that we wanted to put into kind of encourages the developers to do certain things. We're also not obligated at all to proceed with any of these, which is a request for proposals that we don't get any ideas that meet our needs. Then we don't have to proceed with that.

02:02:35:29 - 02:02:50:13

Speaker 10 [Jess Freedman, CEDO]

And then as I said earlier, that this is really intended to close the funding gap of Memorial. And it's also a project that has been on our radar for some time. And we're we're excited to see if we can get some good proposals back from a development community.

02:02:50:15 - 02:02:52:20

Speaker 2

Thank you.

02:02:52:22 - 02:03:00:04

Speaker 1 [PWC Chair Tiki Archambeau]

Commissioners. I'm just kind of looking around to gauge any questions. Commissioner Gilman, any thing come to mind? No majority.

02:03:00:07 - 02:03:26:22

Speaker 9 [Commissioner Solveig Overby]

But I just have a question about the this is obviously a publicly owned piece of property on that corner. And the question is, is RFP presuming that there would be a sale of the property as part of this redevelopment, or could they use the 99 year lease since we really don't know what's going to be going on in Burlington and in 99 years and that would be a longer than a lifetime of that particular any project that could come forward with an RFP.

02:03:26:24 - 02:03:47:03

Speaker 10 [Jess Freedman, CEDO]

Yeah. So as I said, we're trying to kind of keep it flexible so that developers can propose business terms that make sense for them. So we would consider a sale. We would also consider a lease, any kind of public

private partnership, whatever best meets the financial interest and the community interest is what we're likely to pick. So we're not restricting them to any one business model.

02:03:47:03 - 02:03:51:20

Speaker 10 [Jess Freedman, CEDO]

We want to see what they can propose to us that might work for them and for for us.

02:03:51:22 - 02:04:13:08

Speaker 9 [Commissioner Solveig Overby]

Yeah, I just I just philosophically have a problem with selling public property and not knowing what could be going on with the need for, you know, municipal uses. So I was hoping that you were going to say that we would consider that that would be a requirement of the RFP, but it sounds like it could be just sold as part of the deal as if that's what a developer wanted.

02:04:13:12 - 02:04:14:20

Speaker 9 [Commissioner Solveig Overby]

Is that what you're saying?

02:04:14:21 - 02:04:20:02

Speaker 10 [Jess Freedman, CEDO]

Yeah, we don't really know yet exactly what makes the most sense for.

02:04:20:04 - 02:04:40:11

Speaker 2

That, right? Hi, guys. Hi. So I think the point is that what we're doing is we're just asking we're asking the development community, what do they want to do? So we don't want to put an artificial box around them if they all come in with 99 year leases that make you really happy, they all came in with for sale.

02:04:40:13 - 02:04:59:13

Speaker 2

Know that would make you happy. But maybe there are conditions in there that would make you happy. Maybe that condition creates some other scenario. So we're not putting any limitations on it and we're not. The goal of this project is not to sell the lot. The goal of this project is merely to get ideas and see what the development community wants to do.

02:04:59:15 - 02:05:06:04

Speaker 2

So that's really it right now to make sense.

02:05:06:07 - 02:05:13:25

Speaker 5

That is in case you don't know, that's Jeff Padgett, the interim assistant director of Public Works.

02:05:13:28 - 02:05:16:14

Speaker 1 [PWC Chair Tiki Archambeau]

I never thought I'd see you going to have.

02:05:16:16 - 02:05:17:16

Speaker 5

To ask him to introduce.

02:05:17:16 - 02:05:20:26

Speaker 2

Himself, but.

02:05:20:28 - 02:05:34:06

Speaker 1 [PWC Chair Tiki Archambeau]

We can formally ask that as the commissioner, right. Thank you for the introduction, Mr. Padgett. Commissioner, Overview. Any other questions at this point? Okay.

02:05:34:09 - 02:05:59:29

Speaker 9 [Commissioner Solveig Overby]

That that's, to me, philosophically an important thing as far as our, you know, preserving. It's been people have commented to me about selling off, you know, municipal property because it sort of is a privatization of things. And and I philosophically do not think it's a good idea for the city to sell off property. And when it when when 99 years is is is more than long enough for any building to stay standing.

02:06:00:01 - 02:06:17:07

Speaker 9 [Commissioner Solveig Overby]

And so I feel like that's really philosophically important that we set a precedent. Obviously, I'm not you know, public works doesn't have any control over other than this is parking and there's revenue. But I just I just really think that the you know, I get it. You're just saying this. What do they want to do? Well, no developer is going to say, I want a 99 year lease.

02:06:17:09 - 02:06:38:24

Speaker 9 [Commissioner Solveig Overby]

It's just you have to insist on that. If you're a community that thinks that's an important thing and. That's why I wanted to see if that was part of what was in. And the and I hear it's it's open. It's open to whichever option is going to happen. And I'm I'm going to be concerned if it's if if the proposal that all the proposals are like we just we just want to we want that we need to buy the property.

02:06:38:27 - 02:06:42:01

Speaker 9 [Commissioner Solveig Overby]

We're not going to do our deal, our development that puts us in a much.

02:06:42:01 - 02:07:01:04

Speaker 2

Better position to have the discussion to say, okay, these are the holding conditions. Again, they were all sale conditions. Then you had to say, all right, do we abandon these ideas or do we approach the developer with the best idea that we have that has this one thing that we don't want and negotiate on that? So that's where we're creating a playing field at this point.

02:07:01:04 - 02:07:12:15

Speaker 2

That's all that's happening. There's no obligation. It's just a glorified discussion. Basically, we're asking the development community to compete a little bit on, you know, good, that's all.

02:07:12:22 - 02:07:41:17

Speaker 9 [Commissioner Solveig Overby]

Well, it's sort of like the transition is, again, you know, with our discussions about bike lanes and and cars, you know, we're in a transition phase with that. And this would be a novel situation of saying the community wants to retain ownership. So I know it's you know, it's a it's a it's a it's a it's not something you normally would have in an RFP, for sure, but it's something that is, again, like bike lanes are sort of not feeling so good to people that want to keep parking.

02:07:41:19 - 02:08:01:17

Speaker 9 [Commissioner Solveig Overby]

99 year lease is not so feeling so good to people that are used to just, you know, doing developments and having ownership. And that's just philosophically an important thing that I think we need to think about. And it would have been I think it would be an important factor. Obviously, it's it's new. So your developers are not going to probably say, that's my preference.

02:08:01:20 - 02:08:25:17

Speaker 9 [Commissioner Solveig Overby]

Nobody is, you know, So I'm just wanted to bring that out to find out what what was in the RFP. Was it Burlington is important and keeping ownership of this municipal property. That's an important criteria to our our citizenry and our maintaining our integrity of our community. And and if it's not, well, then then it's not. But I think it's an important thing for us to consider.

02:08:25:21 - 02:08:35:14

Speaker 9 [Commissioner Solveig Overby]

So that was why I was asking the question, if it's part of the RFP. But it's not it's just not.

02:08:35:17 - 02:08:36:09

Speaker 2

Okay.

02:08:36:11 - 02:08:40:00

Speaker 1 [PWC Chair Tiki Archambeau]

Thank you. We'll go around the board here. Commissioner Hogan, I thought.

02:08:40:02 - 02:08:42:26

Speaker 2

We should all have good bark. Mr. O'Neal.

02:08:43:02 - 02:08:44:21

Speaker 3

Yep.

02:08:44:24 - 02:08:45:12

Speaker 1 [PWC Chair Tiki Archambeau]
That microphone.

02:08:45:12 - 02:09:15:01

Speaker 8 [Commissioner O'Neill-Vivanco]
Now. Exactly. Women power here in the pie in the sky. What's not going to be in the RFP? I think I would like see some opportunities to include the actual infrastructure for electric vehicle charging, which I think is really important for our city to kind of, you know, keep moving forward on. You know, you said you can't necessarily guarantee or anything that it is just this opening night for a starting point for conversations.

02:09:15:04 - 02:09:33:02

Speaker 8 [Commissioner O'Neill-Vivanco]
But I do think let's be realistic and let's think where where do we want Burlington to be in the next 510, 15 years with with this property and looking at those 50 car park spots. Let's get to maybe charging infrastructure in there. Thanks.

02:09:33:05 - 02:09:54:29

Speaker 1 [PWC Chair Tiki Archambeau]
Thank you. We'll go to I guess we can get a public comment at this point if there is any public comment. Most of the public cleared out and see no one approaching here, I guess, is back to us. Just one thought to reflect on my part. You know, I agree a lot with the commissioner of his sentiment on this.

02:09:54:29 - 02:10:12:21

Speaker 1 [PWC Chair Tiki Archambeau]
I think it's fine to do what you're doing, so you actually have to get to understand what's out there and what's realistic in order to know to draw boundaries so it's all good at the same time. I'm struck as you were talking, I was thinking, okay, so we're going to fund Memorial Auditorium rehab by selling off a parking lot.

02:10:12:23 - 02:10:42:17

Speaker 1 [PWC Chair Tiki Archambeau]
And that seemed to be the idea before. Exactly. We've seen this movie and that that that is so wrong. I can't even on so many levels, I just it does not ring good for me. We've run up the credit card so much that we now have to consider selling a public asset to fund Memorial Auditorium. Wow. We have \$20 million that we that the city approved in TIFF funds two for a crater in the middle of our city right now that may or may not be developed.

02:10:42:17 - 02:11:03:11

Speaker 1 [PWC Chair Tiki Archambeau]
So I mean, that's just one example of that debt allowance that we have, that a credit card, if you will. I'm I'm a little bit stunned right now, so I apologize. This is nothing on you. I think you're doing what you

need to do. is is definitely a higher level thing that that kind of appalls me.

02:11:03:11 - 02:11:24:18

Speaker 1 [PWC Chair Tiki Archambeau]

So I'll be keeping an eye on this one to be sure to see where that goes. But, you know, Commissioner OVERBY has an ally in me. in terms of the outlook for that piece of personal. All right, barring no other comments on this one, it looks like we're done with this item.

[End of Agenda Item 6. "Main St. & S. Winooski Ave Surface Lot RFP"]

[last part of transcript omitted]

Gateway Block Redevelopment

Jesse Freedman

CEDO

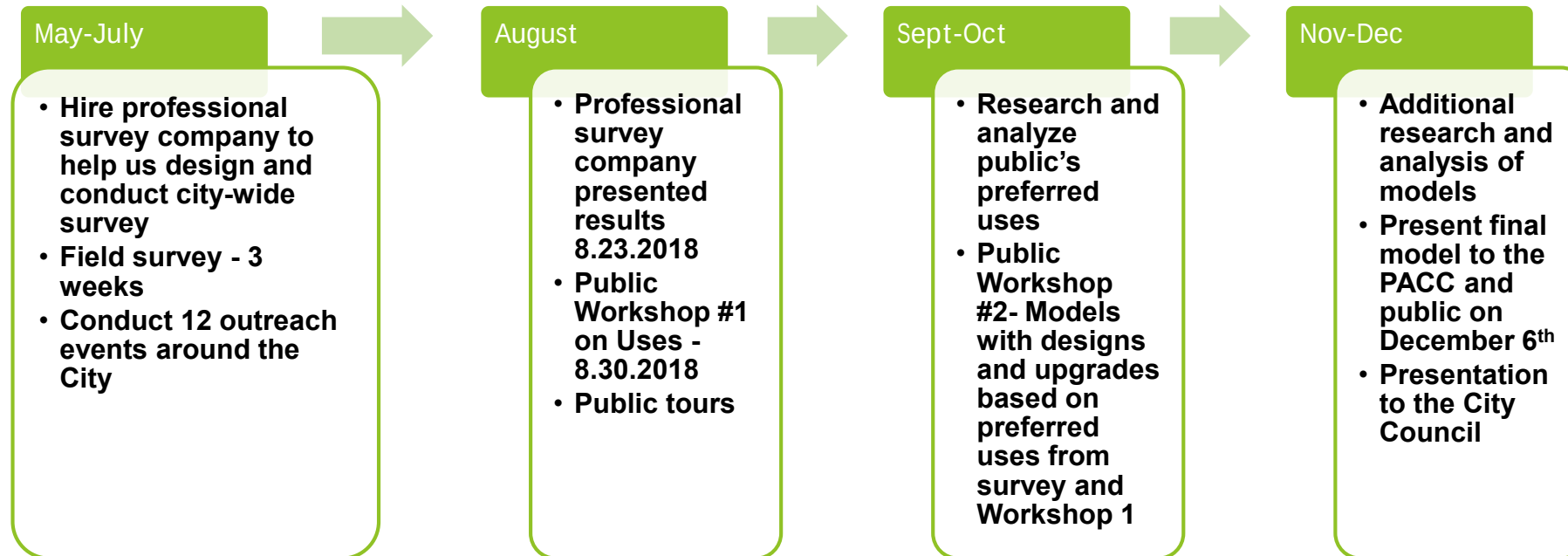
Redevelopment of the 220 Main St Lot



Redevelopment of the 220 Main St Lot

- ▶ Request for Proposals (RFP) to redevelop parking lot
 - ▶ City is seeking ideas for the highest and best use of the site
 - ▶ We are leaning on the creativity and capability of the development community to replace the spaces
 - ▶ Goal is to spur redevelopment of block and help close Memorial renovation funding gap
 - ▶ RFP will contain Development Objectives as parameters
- ▶ RFP will require developer to replace all parking spaces
 - ▶ May be off-site, within 1000 feet of site
 - ▶ May be privately owned/operated and publicly accessible
 - ▶ Some form of profit sharing to replace lost revenue

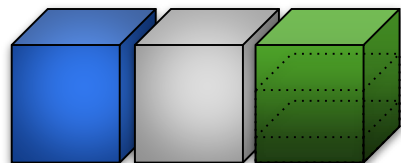
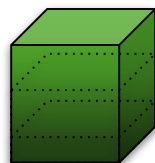
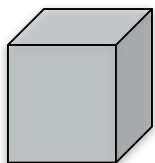
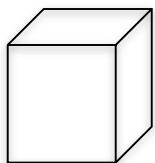
2018 Public Process



Progress in 2019

- ▶ Hired consultant to conduct market and feasibility studies of Memorial Auditorium as a performing arts venue
- ▶ Consultant created operating pro forma for Memorial including redevelopment of lot
- ▶ Additional update to PACC
- ▶ Meetings with development community
- ▶ Initial planning for RFP process

Summary: Four Concepts



	Mothball	Basic	Community	Gateway Block
Pros	Preserves options	Reopens building and allows basic programming	Modern space meets diverse community need	Allows full renovation at price City can afford; unlocks gateway block value
Cons	Building continues to deteriorate	Spaces not modern or flexible; large events limited	\$9-18M funding gap exists	Stretches timeline for renovation

Summary

- ▶ RFP is intended to spur redevelopment of the block
- ▶ Development objectives set guideposts, but wide latitude given potential respondents
- ▶ City is under no obligation to proceed with any proposals
- ▶ Helps close Memorial funding gap

Gateway Block Combined Request for Proposals (RFP) – DRAFT

Memorial Auditorium and Gateway Parking Lot Community and Economic Development Department October 19, 2015

The Community and Economic Development Office (CEDO) of the City of Burlington is soliciting redevelopment and development proposals for the Gateway Block, which includes Memorial Auditorium and the City-owned corner parking lot at the intersection of South Winooski Avenue and Main Street in downtown Burlington. Proposals may include one or both properties. Redevelopment of either parcel will involve significant public processes, and both sites are eligible for Tax Increment Financing (TIF) through the City's Downtown TIF District.

I. Background

A. Memorial Auditorium (145 South Union Street)

Memorial Auditorium is an historic structure built in 1927 that includes a gymnasium with a proscenium stage, large lower level room that currently houses Generator (a maker space), pottery and arts studio currently occupied by Burlington City Arts (BCA) programs, the 30-year home of Burlington Parks Recreation and Waterfront's (BPRW) music venue 242 Main, and major server operations for Burlington Telecom. The 57,562 SF (45,148 finished) building sits on a 0.88-acre corner lot. (See attached Assessor record and State Register of Historic Places description.) The building has served as an event space for years, and important events still take place there – most significantly the Burlington Farmer's Market in cold weather months – though they have dwindled significantly in the last 15 years. The building also serves as a memorial to those who have died in military service (see attached 9-28-2013 BFP story.)

It is operated by BPRW. The on-site parking facilities serving the building are limited, but there are several parking garages and lots within several blocks of the property. The property is bounded to the south by Main Street, the east by Union Street, the north by the College Street Congregational Church and the Library parking lot, and the west by a privately owned mixed use duplex (234-36 Main St) currently housing a tattoo business and residential uses.

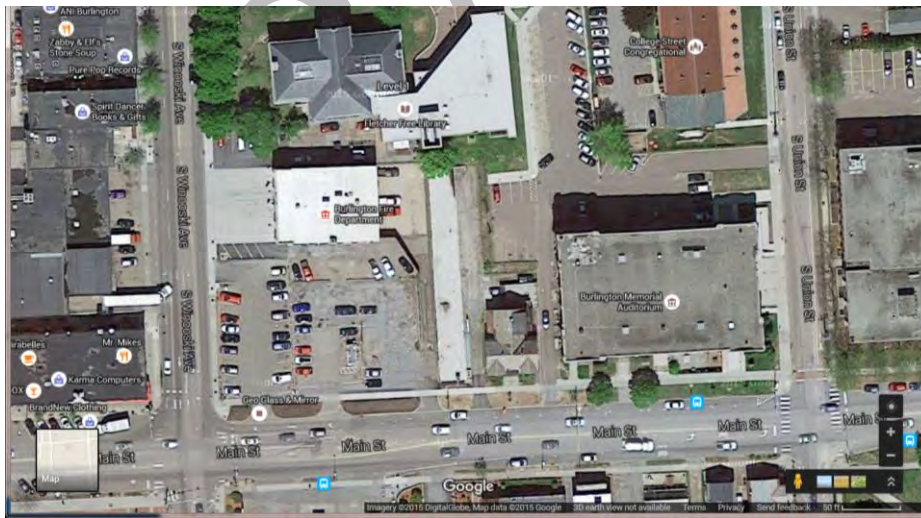
The building has extensive deferred maintenance detailed in three separate reports from 1991, 2008, and 2014 – available upon request. The building costs the City of Burlington roughly \$250,000 annually to operate before addressing any deferred maintenance and currently generates no property tax revenue and limited tax revenue from its events. In a recent memo to the Mayor and City Council (October 13, 2015,) Martha Keenan of the Department of Public Works reported that \$260,000

of immediate investment in the building's roof and heating system is necessary to minimize further deterioration of the building and prepare for a potential failure of the boiler system. In addition, a further \$4M plus is required in the following two fiscal years in order to safely support current building activities. Significant additional spending would be necessary to reconfigure the building for any other uses.

B. Gateway Parking Lot (220 Main Street)

The City-owned 0.23-acre corner parking lot at Main and South Winooski currently serves as transient parking for downtown visitors, with just over 40 parking spaces. (See attached Assessor record.) It has a varied history that includes in its earliest days as a ravine that drained the higher ground to north and east of the site and was the site of an early railroad station. The ravine was later filled but still carries a key part of the City's stormwater system. As a result, a significant amount of non-structural fill underlies the parking lot (see attached 8-3-2013 BFP story and 5-2-1991 engineering report.)

The parking lot sits at one of the primary entrances to the downtown and is currently operated by the Department of Public Works (DPW). The property is bounded to the south by Main Street, to the east by the privately held Mid-Town Motel (230 Main St), to the north by a Burlington City Fire Station #1, and to the west by North Winooski Avenue. Some environmental assessments have already been conducted and are available upon request.



II. Development Goals

The City has multiple development parameters/objectives for the redevelopment of these two sites. These include:

A. Memorial Auditorium Goals

- Adaptive reuse of this prominent and important civic building located on the gateway to the city's downtown core.
- Preserve and restore the historic character and façade of the building, particularly on the sides facing Union Street and Main Street.
- Preserve and/or honor in some fashion the memorials within the building.
- Generate positive cash flow to the City's finances through adaptive reuse of the building, to the benefit of taxpayers and fiscal stability.
- Address all deferred maintenance.
- Preserve or specifically address the relocation of the Burlington Telecom hub in redevelopment plans (estimated moving cost approximately \$1M).
- If Tax Increment Financing (TIF) is proposed as a redevelopment source, generation of new tax dollars must be created in sufficient increment at either or both development sites to support the requested public investment; and the proposal should indicate how "but for the public investment" redevelopment as proposed could not occur.
- Work with City-based entities with existing uses in the building to determine whether or not a future development of the building is the appropriate place to re-house an iteration of those uses or not. If not, include a proposed process to determine potential new locations with a commitment to assist with relocation.

B. Gateway Parking Lot Goals

- Utilize great urban design:– architecturally innovative and forward-looking but grounded in context of downtown Burlington.
- Active first floor uses are required – with a two-story high retail corner at Main & S. Winooski as a goal.
- Minimum 15-foot wide active pedestrian area along Winooski Avenue frontage.
- Height should be maximized within current zoning; density is a priority for downtown developments in this location or a strategy for rezoning should be proposed.

C. Shared Goals

- Parking
 - No at-grade, street fronting parking (off-street).
 - If proposed, any parking structure should be right-sized and shared-use, based on the principles of the Downtown Parking Plan.
 - If proposed, any parking structure MUST participate in whatever parking

management district is formed to serve downtown through the City's ongoing Downtown Parking efforts; if a new structure is proposed to be built utilizing City dollars, it is highly likely that structure will be owned by the City or downtown-wide parking entity.

- Parking spaces must be unbundled from units/leasable space.
- Bike parking and bike amenities should be prioritized.
- Housing is highly encouraged at one or both sites and will be considered favorably, but is not a required parameter.
- The reintroduction of on-street parking on Main Street, if deemed workable by the City's DPW.
- Utilize sustainable design practices and green infrastructure extensively.
- Public art should be incorporated into the interior and exterior.
- Should have thoughtful interfaces with firehouse, library, existing Church, and other neighbors. Project proposals that support and incentivize successful re-development of Memorial are a priority.
- Loading and unloading should be shielded from the street.
- Waste and external services should be shared as much as possible for efficiencies.
- Reference Plan BTW: Downtown & Waterfront for broader conceptual framework.

III. Proposal Process

Proposals will be accepted from:

- Developers seeking to develop solely one property or the other;
- Developers seeking to develop both properties;
- Separate developers working in partnership to develop both parcels;
- Proposals from or partnering with adjacent land owners; and
- City of Burlington departments.

The City reserves the right to proceed with one property and not the other based on proposals received, staff capacity, and available funding.

Proposals will be vetted by a CEDO-led team, but will also go through a public process to ensure citizen input on the project(s). If a project seeks Tax Increment Financing, the project will ultimately have to go through a public vote.

Sale of either or both properties is possible, but respondents are strongly urged to consider ground lease proposals or other mechanisms that give the City a measure of long-term control of the parcel itself, with more flexibility for the ownership structure of the developments.

The City will conduct a two-tier submission process.

A. Tier One Submission Materials (Request for Qualifications)

Proposals are limited to no more than 12 pages total (6 pages double-sided or 24 single-sided.)

1. Proposed Concept – address how each City parameter is met, include one visual
2. Finances – project cost estimate
3. Experience – Brief annotated list of comparable projects

Public input will be solicited on the concepts at this stage, and two to three finalists will be chosen to advance to the second tier based on the response to the qualifications.

B. Tier Two Submission Materials (Request for Proposals)

Proposals are limited to no more than 24 pages total (12 double-sided or 24 single-sided).

1. Proposal narrative detailing how each applicable parameter will be addressed in the project proposal.
2. Proposed financial structure:
 - a. Acquisition purchase price and/or general proposed lease terms.
 - b. Requested Tax Increment Financing with anticipated annual tax revenue generated by the project(s) to support the TIF investment
3. Rough time estimate for project (the start date is unknown as the schedule of the public process has not yet been clearly defined).
4. Detailed experience of project team.
5. At least 3 visuals of the project, including at least one viewpoint from the middle of Main Street east of Memorial Auditorium looking west.

C. Proposals Evaluation

Proposals will be evaluated on the following:

- The proposed development's adherence to the parameters above.
- If critical to the development proposal, demonstrated partnership with adjacent site owners OR commitment to achieve a formal partnership within 90 days of submission with adjacent site owners. If no partnership is formed, and adjacent sites (not owned by the City) are critical to the redevelopment, the proposal will NOT be considered.
- Experience working in urban sites, and if proposing for Memorial, with redevelopment of historic structures.
- Experience working within complex regulatory environments, including with Tax Increment Financing
- A documented history of delivering projects on-time and on-budget.
- Experience working within public processes and highly scrutinized projects.
- Proposed financial terms.

Commented [JF1]: If proposals are going to be scored, the scoring matrix should be included in this RFP.

D. Timeline

Submit one digital copy to YYYY, the project manager at CEDO, and 5 hard copies by 5:00 PM on Month, XX, 2015. Late submittals will not be accepted.

DRAFT

3/9/2024

Subject: Flawed Memorial Block Pre-Development Agreement is not ready for signature

From: Solveig Overby, Ward 2

Communication to City Council President, Karen Paul, and City Councilors Zoraya Hightower, Eugene Bergman, Joe Magee, Sarah E Carpenter, Ben Traverse, Ali N Dieng, Hannah King, Melo Grant, Timothy C. Doherty, Jr., Mark Barlow, and Joan Shannon

Re: City Council Meeting, 3/11/2024, Deliberative Agenda Item 8.2:

8.2. Resolution: Support For The Redevelopment Of The Memorial Block Through Further Due Diligence Of a Public-Private Partnership (Councilors Paul, King)(20 mins.)

City Council is fortunate to have three attorneys as members. They are in the best position to advise their fellow Councilors against approval of the Resolution in Agenda Item 8.2, the “Memorial Block Pre-Development Agreement” sponsored by Council President Paul and Councilor King. I am very concerned that this Agreement is not in the best long-term interests of the City.

The flawed draft agreement, hastily modified at the last minute, is an unfortunate consequence of CEDO’s derailed 2019 Gateway Block RFP process, complicated by the pressure being applied by Mayor Weinberger on City Councilors to approve the document for his signature before he leaves office. No amount of tweaking by City Attorneys after Council passes the Resolution could remedy the problems with this agreement.

Let’s be clear, despite statements made in CEDO communications, this Pre-Development Agreement is not simply committing the City to perform “due diligence” on options for development of the Memorial/Gateway Block with the assistance of developers Eric Farrell and Joe Larkin. Signing this agreement would commit the City to transfer three acres of prime downtown municipal property to these two developers with little more granted back to the City than a vague promise that the redevelopment plan should “reflect” the “visions and goals” of the public in the “Project Principles.” Anyone reading this document should be shocked that it is on the City Council agenda in the form that it is. Councilors should be unwilling to approve it for the reasons offered below.

To start with here are five specific problems with language in the document:

- 1) The Agreement requires the City to find a municipal property to build a replacement for the Central Fire Station including performing zoning and land use analysis by September 30, 2024. The agreement commits the City to this so that the developers can design and build a new fire station to be leased back to the City, making way for decommissioning the downtown Central Fire Station. The initial draft committed the City to transfer a municipal property on Pine Street for the new fire station but that’s been taken off the table. Isn’t Council being hasty committing the City, without knowing anything about

where the proposed replacement “public safety facility” might go and how much it will cost taxpayers to facilitate the relocation?

Shouldn’t Council know more before they vote?

- 2) The agreement is ambiguous about the nature of the land transfer mechanism to be used for granting the 3 acres to the developers. The Agreement is for a:
“legal structure(s) that the Parties determine to be appropriate and in the best interests of the Project and the mutual best interests of each Party.”
The document also says “the City agrees to combine its property with the other parcels that comprise the Memorial Block. “What are the consequences of this? Is “combining” a property law concept?

Might there be an outright sale? Perhaps yes if the Developers claim they require land ownership rather than a ground lease in order to secure financing.

Might there be a ground lease? Perhaps yes. But if so, under the terms of the agreement, it would be for 99 years, starting from when construction begins, as compared to the 50-year ground-lease recently granted to Beta Technologies at the airport. Why the favoritism in this agreement?

Shouldn’t Council know more before they vote?

- 3) Two odd sentences were added in the Properties clause since Council last saw it during their Feb. 26th work-session.
“For the purpose of creating a comprehensive plan for the redevelopment of all of the parcels subject to this Agreement, the City agrees to combine its property with the other parcels that comprise the Memorial Block. This is not intended to transfer ownership of the City’s properties, but rather to enable the most optimal comprehensive development plan.”

Shouldn’t Council know more before they vote? What does this mean?

- 4) New content was added that implies the that the Fletcher Free Library is on board with the plan to transfer the public parking lot beside the library. The Agreement states that the library has a building redesign completed, fundraising is underway and that “restoration and preservation components of the Library project are expected to begin at the end of calendar year 2024.” Nothing on the Library’s website makes mention of this imminent restoration and preservation process.

Shouldn’t Council know more before they vote?

- 5) The Agreement effectively transfers all control over what gets developed on those prime downtown three acres to the two developers. Of course, any projects would be

required to follow the City's normal development review processes. Under the terms of the agreement "the public should be included in the process of re-envisioning this area."

The Agreement is not a commitment for the development of anything. It grants few substantive rights to the City. Rather, it grants the developers the authority to establish "pad sites" on the properties, to be transferred or subleased to other developers. The Pre-Development Agreement states:

"The Implementing Documents will allow for the establishment of an air-space condominium, as permitted by the Vermont Common Interest Ownership Act, to facilitate the establishment and transfer of such "pad sites."

The term "air-space condominium" does not appear in the Vermont Common Interest Ownership Act: <https://legislature.vermont.gov/statutes/fullchapter/27A/001>)

Shouldn't Council know more before they vote?

Central to the draft agreement are the terms "feasible" and "viable," but those are nowhere defined. Same for the term "City" which becomes relevant in the zoning context. Is "City" the City Council or some other City entity?

While the agreement allows Developer to walk if it determines the project is not feasible, there is no such provision for the City. What happens if the City determines it is not "feasible" to relocate the fire station and the Developer, having sunk a lot of money into due diligence and planning, disagrees? Usually "feasibility" is a matter of cost. This invites litigation. Seems like the City would want to make clear that it could also walk if, in its sole discretion, it determines that moving the fire station, or any other step, is not "feasible." If the Developer won't agree, the exact meaning of what's feasible ought to be hashed out in advance.

According to the terms of the agreement, the developers can walk if they determine at any point during the due diligence period that the project is not "feasible" or "viable." Presumably, feasibility means they can earn a certain profit with a certain risk-- but how fat a profit and at what level of risk? This becomes quite problematic, because the City is required to use its "best efforts" to change the zoning requirements (as it did for CityPlace) if necessary to make the project "feasible."

Is the project "feasible" if it earns a 10 per cent profit? 50 per cent? No one knows. If the matter went to court, dueling experts might testify about what developers usually consider "feasible." Or maybe bankers would testify about what they would be willing to finance at what interest rate.

If the project is not "feasible" unless the City increases the height limit in that area to 14 stories, is the City liable if a future City Council declines to approve such a change?

The draft agreement says the properties of the City and Developer will be "combined" but that the City would not give up ownership of its property. Is there's such a term or such a concept as that in property law? What happens if Developers default and the bank comes and forecloses? Can it sell the "combined" property if part of a hotel or apartment building or whatever sits atop a parcel that previously belonged to the City? And what if the City wants to sell its property to raise capital, but part of the project is on top of it? And how are property taxes assessed? "Combined" property seems like an invitation to trouble.

The agreement contemplates that the project is to be accomplished in phases, but it does not require Developer to post a bond to cover future phases in case it cannot or chooses not to proceed for whatever reason. This was the key problem with CityPlace. Once the developer, Don Sinex, had demolished everything, he had tremendous leverage to renegotiate the terms, which he did, several times. Then he still couldn't get anything done, so the City was stuck with a giant hole in the middle of downtown for many years. This absolutely is a risk as well with any development of the Memorial/Gateway Block properties. The Agreement should include a requirement for performance bonds to prevent these kinds of problems.

Had the City reviewed Farrell and Larkin's proposal as part of an RFP process, the City would have received and reviewed documentation on their financial capacity in advance. These developers have plenty of other projects on their plate so it's prudent that this step take place before the signing of any agreements. The City should not be waiting until June 1, 2024 for this information, months after signing an agreement like this.

City Council needs to know more. Work needs to be done by the incoming Mayoral administration and the new Council.

3/9/2024

FPF Discussion item posted to ONE Central FPF in 3 parts:

Misleading 1: Memorial Block Pre-Development Agreement

Burlington's Community and Economic Development Office (CEDO) recently posted an announcement that City Council will be voting on Monday, March 11, to sign-off on a sole-bidder deal that will transfer 3 acres of prime downtown City-taxpayer owned property to local developers Eric Farrell and Joe Larkin. Until recently, this City called this block the "Gateway Block." It has recently been renamed the "Memorial Block" in the documents.

The properties to be transferred to the developers include Memorial Auditorium, the Main St./S.Winooski parking lot, the historic Central Fire Station, and the Fletcher Free Library parking lot. The College St. Congregational Church parking lot is also to be purchased by the developers. A yet to-be-determined municipal property is also to be transferred to the developers for the purpose of building a replacement fire station, which the developers will then lease back to the City.

Critical relevant information was omitted from CEDO's recent post. Provided below is clarifying information contained in the actual text of the November 9, 2023 Letter of Intent with developers Farrell and Larkin and the Feb. 28th, 2024 draft Pre-Development Agreement.

CEDO's post said: "On March 11, 2024, the City Council will be considering a resolution that gives the City the ability to continue exploring and carrying out due diligence on the potential redevelopment of the City block that is being called Memorial Block."

Clarification: CEDO, while telling City Councilors it was not binding, persuaded the Council on November 6, 2023 to sign off on a "Letter of Intent" with developers Farrell and Larkin giving them sole and exclusive rights to pursue due diligence for potential development of the Gateway Block. The Letter of Intent says:

"Good Faith Letter of Intent: This Letter of Intent is intended to represent the good faith actions of the parties and therefore binding, subject to the full execution of a Development Agreement on or before March 29, 2024. The City agrees not to solicit any other interest, nor otherwise engage with any other party in connection with the redevelopment of the Gateway Block during the term of this Letter of Intent."

CEDO's post said: "Due diligence in real estate is the process of thoroughly investigating and evaluating all issues impacting a property and determining if a project meets the strategic objectives of the developer. Areas that are typically investigated include: financial analysis, legal and regulatory compliance, property inspection, environmental assessment, title and survey and market analysis for the proposed development."

Clarification: The City omits reference in their Council Memo's history review, that there was a Gateway Block Request for Proposals process underway in 2019 that would have given other developers the option to also perform due diligence on project feasibility and propose alternate options for development of the 3 acres of prime downtown municipal land. On May 15, 2019, the Burlington Public Works Commission received a presentation from Jesse Freedman, CEDO, on the Gateway Block Redevelopment RFP (Request for Proposals) that had been in development for several years. The RFP process defines the goals and constraints that a

municipality wants met by development proposals. Multiple developers interested in being considered for the project, must perform their own due diligence, financial analysis, property inspections, and market analysis prior to filing proposals which the City can evaluate and compare. Developers must provide the City with documentation of their financial capability to complete the project. The Pre-Development Agreement's sole-bidder deal denies the City critical information and results in the City having no alternatives to evaluate and compare.

Misleading 2: Memorial Block Pre-Development Agreement

Part 2 of 3:

Burlington's Community and Economic Development Office (CEDO) recently posted an announcement that City Council will be voting on Monday, March 11, to sign-off on a sole-bidder deal that will transfer 3 acres of prime downtown City-taxpayer owned property to local developers Eric Farrell and Joe Larkin. Until recently, this City called this block the "Gateway Block." It has recently been renamed the "Memorial Block" in the documents.

Critical relevant information was omitted from CEDO's recent post. Provided below is clarifying information contained in the actual text of the November 9, 2023 Letter of Intent with developers Farrell and Larkin and the Feb. 28th, 2024 draft Pre-Development Agreement.

CEDO's post said: "The area being considered includes all of the property that sits on the block bordered by Main St. on the south, S. Union St. on the east, College St. on the north and S. Winooski Ave. on the west. Both the Fletcher Free Library and College Street Congregational Church are included only to ensure that any plans are coordinated to support and enhance upgrades involving both properties."

Clarification: The text in the draft Pre-Development Agreement commits the City to not only transfer Memorial Auditorium, the Main St. /S. Winooski parking lot and the historic Central Fire Station, but also the public parking lot at the Fletcher Free Library. The developers also commit to purchasing the College Street Congregational Church's parking lot. Further included in deal, is transfer of a property on which the developers would build a replacement fire station to be leased it back to the City. The agreement notes, it might be necessary, "in order to facilitate the Developer's financing," for the City to be required to transfer the City-owned property to the Developer.

CEDO's post said: "At this time, CEDO seeks approval to execute what is referred to as a Pre-Development Agreement (PDA). The PDA is essentially an agreement for the parties to work diligently and exclusively in pursuit of a mutually beneficial arrangement to advance the greatest public good with these municipal assets. This Pre-Development Agreement creates a schedule for the due diligence required by both parties to determine the feasibility and financial, legal and operating structure for a comprehensive redevelopment of this important part of our downtown. This agreement and the work that will result from its adoption will lay the foundation for future agreements needed to bring this potential concept to fruition. The PDA does not guarantee that any development will proceed unless and until the City Council authorizes the next steps required in the development process."

Clarification: The City is agreeing to work "diligently and exclusively" with developers Farrell and Larkin, and no others, to facilitate a development that is financially "feasible" for the

developer. The question is: “feasible” as defined by whose standards? The City appears, by this agreement, to be committing to make any necessary zoning or other regulatory changes to facilitate the “feasibility” of the project.

What enforceable commitments are the developers making to deliver financial feasibility for the City which would be giving up control of 3 acres of prime downtown property? What off-ramps are in the agreement for the City to terminate the agreement if the costs or complexities of delivering on promises made to the developers are revealed to be too high? A vague promise to pursue a “mutually beneficial arrangement to advance the greatest public good with these municipal assets” has no enforceable contractual value. It’s merely a feel-good statement of aspirations.

Misleading 3: Memorial Block Pre-Development Agreement

Part 3 of 3

Burlington’s Community and Economic Development Office (CEDO) recently posted an announcement that City Council will be voting on Monday, March 11, to sign-off on a sole-bidder deal that will transfer 3 acres of prime downtown City-taxpayer owned property to local developers Eric Farrell and Joe Larkin. Until recently, this City called this block the “Gateway Block.” It has recently been renamed the “Memorial Block” in the documents.

Critical relevant information was omitted from CEDO’s recent post. Provided below is clarifying information contained in the actual text of the November 9, 2023 Letter of Intent with developers Farrell and Larkin and the Feb. 28th, 2024 draft Memorial Block Pre-Development Agreement.

CEDO’s post said: “The PDA [Memorial Block Pre-Development Agreement] does not guarantee that any development will proceed.....”

Clarification: It’s not credible to believe that once City Council signs off on a sole-bidder Pre-Development Agreement like this, that a future City Council will be in any position to change horses mid-race. The CEDO post says the agreement “lays the foundation for future agreements needed to bring this potential concept to fruition,” Has City Council not learned anything from the costly, painful ten-year history of do-over development agreements for CityPlace?

The Pre-Development Agreement proposes the 3 acres of municipal property be transferred to the developers using a “legal structure” to be determined sometime in the next 9 months. If the agreement uses a ground lease, it would have a term of 99 years, not starting until construction started. Considering that the City recently signed off on a 50-year, long-term ground lease with Beta Technologies at the airport, what’s the reason for the favoritism of a 99-year ground lease being proposed for these two developers?

For those concerned about the fate of the Memorial Auditorium building, the draft agreement offers no comfort. It states

“The Memorial Block should include a Central Public Assembly & Activity Space to replace Memorial Auditorium, although not of equal size nor equivalent in use,” and “If no portion of Memorial Auditorium is retained, then the Central Public Assembly &

Activity Space should include a Veterans Memorial using the plaques that are currently on display in the lobby of Memorial Auditorium.”

The draft agreement and CEDO’s Memo to City Council about it are available at the link below, under Deliberative Agenda Item 8.2, of the March 11, 2024 City Council Meeting. A comprehensive list of problems with the content in the draft Pre-Development Agreement is being provided to City Councilors and will be posted in the Consent Agenda Communications.

<https://burlingtonvt.portal.civicclerk.com/event/6978/files/agenda/10145>

Pre-Development Agreement

This Pre-Development Agreement (“Agreement”) is entered into as of March ____, 2024 by and between the **City of Burlington**, a Vermont municipal corporation (the “City”) and Memorial Block, LLC, a Vermont limited liability company and single-purpose entity under the control of Eric Farrell and Joseph Larkin (“Developer”). Each is referred to individually as a “Party” and collectively as the “Parties.”

Background

- A. The “Memorial Block” is the city block in Burlington, Vermont bounded by Main Street, South Winooski Avenue, College Street, and South Union Street, measuring ± 3.81 acres. The City owns ± 2.95 acres, or 77%, of the Memorial Block including the historic Central Fire Station (the “CFS”), the Fletcher Free Library, Memorial Auditorium and the Main Street parking lot. The northeast corner of the Memorial Block is owned by the College Street Congregational Church (measuring ± 0.58 acres), and Developer holds site control over the remaining ± 0.28 acres including the properties numbered 230 Main Street, 234 Main Street and 236 Main Street located between Memorial Auditorium and the Main Street parking lot. An orthophoto outlining the boundaries of the City-owned portions of the Memorial Block is attached hereto as **Exhibit A**.
- B. The City seeks to redevelop the Memorial Block (the “Project”) as anticipated in *planBTV - Downtown and Waterfront Master Plan* adopted on June 10, 2013, and has entered into a Letter of Intent dated November 9, 2023 with Developer’s principals, Eric Farrell and Joe Larkin, in which the Parties agreed to work diligently to execute a formal and binding pre-development agreement on or before March 29, 2024 reflecting the expressions contained therein, including the following description of the Parties’ vision and goals with respect to the Project (such vision and goals being the “Project Principles”¹):

“The redevelopment plan should reflect the following important elements and goals:

- The architectural design of the Memorial Block should be inspirational and welcoming. It should honor both the history of the City and the promise of its future.
- The architectural design of the Memorial Block should reflect its central role as an important point of entry into Downtown Burlington.
- The Memorial Block should represent a meaningful connection between adjacent neighborhoods, encouraging pedestrian movement in support of the businesses and services all along the way.

¹ The Letter of Intent (LOI) refers to the “Gateway Block”; the quoted language below replaces the term “Gateway Block” with the term “Memorial Block” but is otherwise a direct quote from the Letter of Intent.

- The Memorial Block design should embrace the presence of the College Street Congregational Church and the Fletcher Free Library buildings and endeavor to create a vibrant pedestrian streetscape surrounding these important community resources.
- The Memorial Block should maintain the historic integrity of the Central Fire Station, repurposing it to serve in many capacities, such as additional public space, as a function space for an adjacent hotel, or some combination of public and private uses. The potential relocation of the Central Fire Station will be thoroughly studied to ensure the highest level of public safety and to improve the working conditions of fire department members.
- The Memorial Block should include a Central Public Assembly & Activity Space to replace Memorial Auditorium, although not of equal size nor equivalent in use, anchoring the core of the Block and serving as the heart of this new community. Alternatively, such space could be comprised of a combination of a portion of Memorial Auditorium that is retained and new Central Public Assembly & Activity Space. New public space on the Memorial Block should include space dedicated to youth. Such spaces can be either owned privately, or owned by a public/private partnership, or a combination thereof.
- If no portion of Memorial Auditorium is retained, then the Central Public Assembly & Activity Space should include a Veterans Memorial using the plaques that are currently on display in the lobby of Memorial Auditorium,
- After nearly 100 years of public ownership of most of the properties in the Memorial Block, the public should be included in the process of re-envisioning this area.
- The Memorial Block may include hotel use with a minimum of 100 rooms, serving as a vibrant anchor for the Block.
- The Memorial Block should result in the creation of a minimum of 200 units of housing, including a mix of housing types, and both affordable and market-rate units. The affordable housing must satisfy the City's requirement for inclusionary housing units, which requirements will be more specifically articulated in the Development Agreement.
- The Memorial Block should explore secure rooftop greenspaces, where feasible, for the enjoyment of the residents, business employees, hotel guests and the general public, when appropriate (i.e., during public events). Rooftop solar should be considered wherever feasible.
- The Memorial Block should be designed to advance the City's Net Zero Energy goals.

- All parking for the Memorial Block should be located within an understory garage, not visible from the surrounding streets except for the required garage entrances. The garage should include a component of public parking. Incidental surface parking and drop-off zones should be allowed at the entrances to the hotel, residential buildings, Fletcher Free Library, and the College Street Congregational Church. Surface parking should not otherwise be allowed within the Memorial Block.
 - The architectural plans for the Memorial Block should be coordinated with, be complementary to, and otherwise support the significant improvements planned for the Main Street corridor.”
- C. Developer and the City desire to enter into and memorialize certain agreements to reasonably facilitate Developer’s development of the Project substantially in accordance with the Project schedule referenced below.

Now therefore, in consideration of the covenants, considerations and mutual benefits set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Developer agree as follows:

1. Preliminary Project Schedule. The Parties desire to determine, by December 31, 2024, whether the Project is viable. To determine viability, the Parties agree to work together in good faith to implement the terms of this Agreement and to enter into subsequent agreements as reasonably necessary to achieve mutually desired outcomes. If the Parties determine that the Project is viable, they anticipate negotiating and executing either a formal development agreement or a ground lease and other Implementing Documents (defined below) by June 30, 2025, after which Developer would obtain all necessary municipal, state and federal land use and regulatory permits for the Project (“Project Permits”) by June 30, 2026 and would commence Project construction by October 31, 2026.
2. Due Diligence Period. To determine whether the Project is viable, Developer agrees to undertake and perform due diligence with respect to the Memorial Block, as described below, from the date of this Agreement until December 31, 2024 (the “Due Diligence Period”). In the event the Developer has made a good faith effort to perform its due diligence requirements, as set forth below, but has not been able to complete such undertakings and analysis by December 31, 2024, through no fault of its own, or in part due to the City’s inability to perform its obligations as set forth below, then the Developer shall have the right to extend the Due Diligence Period to June 30, 2025, subject to the consent of the City, which consent shall not be unreasonably withheld.
 - (a) Physical Due Diligence and Title Work. During the Due Diligence Period, Developer agrees to undertake and perform physical due diligence with respect to the Memorial Block in accordance with the following:
 - (i) Developer shall be entitled, during the Due Diligence Period, to perform a physical evaluation of Memorial Auditorium, the Main Street parking lot, and the CFS,

including an engineering and environmental review to ascertain their physical condition, and legal review of the City's title to such property, including but not limited to a review of title and survey records to determine the existence or materiality of any encumbrances affecting use, occupancy, or enjoyment.

(ii) Developer agrees that in conducting any inspections or investigations, Developer and its agents shall: (A) not damage any part of the City's property; (B) promptly pay when due the costs of all tests, investigations, and examinations; and (C) not permit any liens to attach to the City's property by reason of the exercise of Developer's rights hereunder. If any damage occurs to the City's property as a result of Developer's due diligence or any activities upon the Memorial Block by Developer or its agents, Developer shall promptly restore the damaged property to the condition that existed prior to the commencement of the due diligence or such other activities, at Developer's sole cost and expense, and save and hold the City and its successors and assigns harmless from any claim, damage, cost or expense, including reasonable attorneys' fees, for any property damage or for any personal injuries arising in whole or in part from any inspections or investigations performed by Developer or its agents. Developer's obligations under this provision shall survive the termination of this Agreement for any reason.

(iii) During the Due Diligence Period, Developer shall have reasonable access to Memorial Auditorium, the CFS and to the Main Street parking lot for the purpose of performing due diligence as set forth above, provided that (A) Developer shall not perform any invasive environmental testing without the City's prior written consent, (B) all inspections of the CFS shall be coordinated in advance with the Burlington Fire Department and with the Burlington Community Economic Development Office ("CEDO"), and (C) Developer shall only be permitted to enter into Memorial Auditorium while accompanied by a representative of the City. The City shall reasonably cooperate with Developer to facilitate Developer's access to and due diligence of Memorial Auditorium. Developer acknowledges that portions of Memorial Auditorium are being occupied by, or are being used for storage by, others, and Developer agrees that its due diligence shall not disturb such use.

(iv) Developer acknowledges and agrees that this Agreement only provides Developer with a limited license for the purposes described herein and for no other purposes and for no other periods, and does not constitute, and no provision shall be construed to constitute, the grant, conveyance or assignment of any interest in real estate or a lease of any portion of the Memorial Block or any rights extending beyond the period and purposes identified above. The Developer shall at its own cost and expense comply with any and all laws, ordinances, regulations, codes and other legal requirements relating to its activities hereunder.

(v) Throughout the effective period of this Agreement, Developer, at Developer's own cost and expense, will maintain a policy or policies of commercial general liability insurance (or its equivalent) insuring the City and Developer against all claims or demands for personal injuries to or death of any person, and damage to or destruction or loss of property, which may or may be claimed to have occurred on the

Memorial Block or in the vicinity of the same arising from the acts or omissions of Developer. Such policies shall be in an amount not less than Two Million Dollars and 00/100 (\$2,000,000.00) for injury to or death of any one person or for damage to or destruction or loss of property in a single accident or occurrence. The Developer shall deliver to the City certificates evidencing such insurance coverage prior to its entry onto the Memorial Block (other than those portions which Developer already controls), which certificates shall name the City as an additional insured.

(vi) The City shall not be liable for any personal injury or damage to property which Developer or its employees, contractors, agents, or invitees may incur, regardless of the cause thereof, unless the cause of such injury or damage is a willful or grossly negligent act by the City, its officers, employees, and agents. Developer hereby releases the City from all such liability except as otherwise stated, it being the intent of the parties that Developer shall maintain adequate insurance to cover any such losses. Developer hereby agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, from and against any and all damages to the Memorial Block, any personal injuries, claims, damages, losses, suits, judgments, costs and expenses (including without limitation reasonable attorney's fees) arising from Developer's use of and access to the Memorial Block or breach of this Agreement including, but not limited to, the amounts of deductibles on Developer's insurance policies, or any costs resulting from Developer's failure to acquire insurance coverage as required hereunder, and any costs arising from subrogation under worker's compensation or liability claims. The indemnification provisions set forth above shall survive termination of this Agreement.

(b) Programmatic Due Diligence. In addition to its conduct of physical due diligence, during the Due Diligence Period Developer agrees to undertake and perform programmatic due diligence with respect to the Project to determine its viability in accordance with the following:

(i) Program. Develop a program for the Project consistent with the Project Principles, in terms of the various uses of space within the Project (e.g., housing, hotel, retail, office, public assembly, structured parking, park space, photovoltaic power generation, etc.), the square footages and/or unit counts devoted to each use, the quantity and mix of housing units, the number of structured parking spaces, and any other information or metrics relevant to a determination of viability. The number of housing units in the Project may vary from the Project Principles as a result of this effort.

(ii) Concept Plans and Drawings. Engage civil engineers, architects, landscape architects and other professionals to develop concept plans and drawings for the Project, including scaled site plans and elevation drawings, sufficient to depict the proposed program for the Project. The concept (schematic) plans and drawings should depict the Project layout and also identify and describe proposed infrastructure and utility improvements and include a proposed phasing schedule.

(iii) Market Feasibility Assessment. Engage reputable, independent third-party market consultants to assist in the assessment of the feasibility of developing the Project with the proposed program. Such market feasibility assessments should include estimates

of the approximate values of the completed elements of the Project.

(iv) Regulatory Feasibility Assessment. Engage civil engineers, architects, land use attorneys and/or other land use planning professionals to assess the feasibility of obtaining all necessary land use and regulatory permits and approvals to develop the Project with the proposed program. If the regulatory feasibility assessment concludes that current municipal zoning would not permit the Project to be developed as proposed, then it should identify such limitations and propose solutions to overcome or remove such limitations.

(v) Sources and Uses of Funds. Develop a preliminary budget for the Project, including a sources and uses table, to include estimated hard and soft costs typically associated with the development and construction of a project that includes the desired programmatic elements and to include typical development and construction contingencies and forward-looking cost escalators to account for the anticipated construction timeline. If the Project is proposed to be developed in phases over time, then the preliminary budget shall address the first phase with details sufficient to support the commencement of the Project with an estimated timeline, sequence and schematic designs for future phases that demonstrate the financial feasibility of completing the Project over the proposed timeline.

(vi) Appraisal. Developer shall engage a Qualified Appraiser, mutually selected by Developer and the City, to determine the existing value of the Memorial Block and its constituent parcels and improvements (meaning, prior to the construction of the Project), subject to a mutually agreed-upon set of assumptions and parameters to be determined by the Parties (the “Appraisal”). Such parameters shall include, but not be limited to, existing physical deficiencies and/or atypical building and site conditions that would negatively impact the financial feasibility of developing any portion of the Memorial Block. As used herein, the term “Qualified Appraiser” shall mean an MAI-certified appraiser or other professionally licensed appraiser with at least five (5) years’ experience appraising commercial real property similar in location, nature and quality to the properties that comprise the Memorial Block; provided, however, that the term “Qualified Appraiser” shall not include any individual who has any professional, business, family or personal affiliation with a Party that would compromise his or her independence; such exception shall not include work the “Qualified Appraiser” may have performed on behalf of a bank or lending institution in connection with one or more properties owned by the Developer.

(c) Termination. If at any time during the Due Diligence Period Developer determines, in its sole discretion, that the Memorial Block is not suitable for Developer’s intended use, Developer may terminate this Agreement upon written notice to the City, and thereafter the Developer will have no further obligations to the City except for those obligations that explicitly survive termination.

(d) Share Work Product. Developer agrees to share the work-product produced by its activities described in this Section 2 with CEDO staff for their review so that the City can evaluate whether Developer’s proposals implement the Project Principles in a manner that is reasonably likely to be acceptable to the City, and whether the Parties will be able to relocate the CFS in the

manner described below to facilitate the Project. Developer agrees to use good faith efforts to provide its work product by the end of the Due Diligence period so that City staff has sufficient time to review and comment upon such materials in an effort to move the Project beyond the Due Diligence Period.

The Parties acknowledge that if the City, after review by CEDO staff, determines, in its reasonably exercised discretion, that the Project satisfies the requirements set forth in this Agreement, it will be necessary to obtain authorization from the Burlington City Council to deliver site control to Developer in the manner contemplated by Section 7 of this Agreement and to provide Developer with the right, pursuant to the Implementing Documents (as defined in Section 7), to proceed to obtain Project Permits and to work towards the construction of the Project and the relocation of the CFS.

(e) The City acknowledges the Developer will be expending considerable time and expense to satisfy its obligations during the Due Diligence Period; Developer acknowledges that it is undertaking such efforts and incurring such expenses at its own risk, and that the City does not guaranty that the Project will be feasible or that the Project will proceed beyond the due diligence phase.

3. Central Fire Station Relocation. The City commits to **determining the feasibility of relocating the CFS to a new public safety facility** by a date that will facilitate Developer's construction of the Project thereon, subject to Developer's performance under Section 3(b) and Section 3(d). The City acknowledges the Developer's stated need to have the CFS relocated from the current location.

(a) The City agrees to investigate the feasibility of relocating the CFS to a new public safety facility to be constructed on City-owned property including by determining whether existing zoning and land use regulations and institutional controls permit the construction of a new public safety facility on the target property. The City acknowledges and agrees that the relocation of the CFS is an absolute requirement of the Developer for the Project and, accordingly, the City agrees to work diligently and in good faith to identify a City-owned location for the new public safety facility in satisfaction of the requirements set forth in this Section 3, including by completing its zoning and land use analysis by September 30, 2024 in order to afford Developer a reasonable time to fulfill its obligations under Section 3(b).

(b) Developer shall investigate the feasibility of relocating the CFS to a new public safety facility to be constructed on City-owned property (to be identified by the City), including (i) the estimated cost to develop, construct and equip a new public safety facility to the City's specifications, (ii) the proposed timeline for the construction and relocation project, (iii) the availability and cost of financing for the construction and relocation project, and (iv) the projected monthly carrying costs of the completed project.

(c) The City shall participate and support Developer's investigations by providing Developer with specifications and requirements for the new public safety facility sufficient for the Developer to undertake its obligations as set forth herein. Developer shall have the right to determine when the new public safety facility is constructed in coordination with its development

schedule for the Project.

(d) To facilitate the City's relocation of the CFS to a new public safety facility on a schedule that facilitates the Project, Developer agrees to construct a replacement public safety facility to the City's specifications on property that is currently City-owned, and to (i) net lease the new public safety facility to the City, if the City retains ownership of the underlying land; or (ii) if the City is required to transfer the City-owned property to the Developer in order to facilitate the Developer's financing, then to ground lease the land and building to the City until such time as the City's Chief Administrative Officer determines that the City has capacity to bond for its purchase and, if required, the voters shall have authorized the City to bond for its purchase. In the event of (ii) above, the transfer of the City-owned property to the Developer shall be at no cost. The rent payable under the ground lease will be established at a rate that covers Developer's carrying costs with respect to the new public safety facility (i.e., Developer's cost of constructing and owning the new public safety facility, including soft costs, financing costs including a reasonable return on equity and debt service costs). The purchase price for the completed public safety facility will equal Developer's total costs of development, construction and ownership of the new public safety facility, together with any operating and/or carrying costs that shall not have been reimbursed through the payment of rent.

4. City Commitments. To facilitate Developer's ability to develop plans for the Project and to commit to a Project timeline, the City agrees to the following commitments should the Project proceed:

(a) Properties. For the purpose of creating a comprehensive plan for the redevelopment of all of the parcels subject to this Agreement, the City agrees to combine its property with the other parcels that comprise the Memorial Block. This is not intended to transfer ownership of the City's properties, but rather to enable the most optimal comprehensive development plan. The following City properties will be part of the area for which a comprehensive redevelopment plan will be developed: Memorial Auditorium, the CFS, the Main Street parking lot, and the surface parking lot serving the Fletcher Free Library.

(b) Ravine Sewer. Once Developer and the City shall have fully committed to a specific, designed and permitted Project, the City agrees that it will abandon the existing ravine sewer line that runs through the Main Street parking lot, at its expense, by a date that will facilitate Developer's construction of the Project thereon. In this instance, the term "abandon" refers to a standard engineering solution for an old underground sewer system that is being decommissioned, replaced and is no longer needed.

(c) Library Improvements. The Fletcher Free Library staff, the Library Commission, and the Friends of the Fletcher Free Library are in the process of planning future renovations to the Library. The Library has completed the Schematic Design Phase and has begun fundraising. The restoration and preservation components of the Library project are expected to begin at the end of calendar year 2024. The City agrees to work in good faith with Developer to coordinate Developer's planned improvements for the Memorial Block with the improvements the City has planned for the Fletcher Free Library. This reference is to ensure that efforts to redevelop the Memorial Block are coordinated with the Library's efforts.

(d) Public Process. The City agrees to engage the public to solicit feedback regarding desired public uses to be incorporated into the program for the Project.

(e) Review of Developer Submissions. The City will timely review Developer's work product regarding the Project program, design, construction phasing, infrastructure elements, and deal structure, and shall use good faith efforts to timely provide Developer with constructive feedback to indicate its areas of approval and any items of concern.

(f) Funding Sources. The City will investigate and identify potential funding sources and financial benefits that may be available to the Project by reason of the City's involvement, support and/or sponsorship, including the identification of any requirements associated with particular funding sources, and will communicate its findings to Developer to assist the Developer to develop its sources and uses proposal.

(g) Regulatory Assistance. If Developer's regulatory feasibility assessment concludes that current municipal zoning would not permit the Project to be developed as proposed, the City will work with Developer in good faith to develop solutions to, or to overcome or remove, such limitations. If the Parties determine that it will be necessary to amend the City's Comprehensive Development Ordinance ("Zoning Ordinance") to permit the Project to proceed, then the City, acting through CEDO, will use diligent, good faith efforts to facilitate the adoption of an amendment or amendments to the Zoning Ordinance to facilitate the Project, with the understanding that only the Burlington City Council and Planning Commission have the authority to adopt amendments to the Zoning Ordinance, which must be adopted in accordance with applicable laws, ordinances and regulations. Nothing in this Agreement shall be construed to imply that the Planning Commission or City Council is obligated to approve any amendments to the Zoning Ordinance that are deemed necessary or desirable for the Memorial Block redevelopment to proceed.

5. Developer Commitments. Developer agrees to the following commitments should the Project proceed:

(a) Properties. Developer will contribute the following properties to the Project: 230 Main Street, 234 Main Street, and 236 Main Street. Developer represents that it currently controls such properties, and that it holds the option and right to acquire fee title to such properties should the Project proceed. At the time that Developer contributes such properties to the Project, it will provide the City with copies of its title reports, title and survey materials, and title insurance policies with respect thereto.

(b) College Street Congregational Church Parking Lot. Initial efforts have been undertaken to explore the possibility of removing the existing surface parking lot adjacent to the Church and offering replacement parking in the adjacent parking structure that is envisioned for the Project. **The inclusion of the Church parking lot will allow the redevelopment to transform surface parking on the Memorial Block to a higher and better use for church members and possibly for the broader community.** Developer agrees to use commercially reasonable, good faith efforts to (i) acquire fee title to the surface parking lot serving the College Street Congregational Church

for inclusion in the Project, and to contribute such property to the Project should the Project proceed, or (ii) facilitate the repurposing of the surface parking lot into green space to be retained by the Church for its use, in either case consistent with the final plan to develop the Project. At the time that Developer contributes such property to the Project, it will provide the City with copies of its title reports, title and survey materials, and title insurance policies with respect thereto.

(c) Financial Capacity. On or before June 1, 2024, Developer agrees to provide the City with information regarding the experience, qualifications and financial capability of the Developer and its principals, and their ability to implement a feasible plan for the Project (including the identification of possible equity sources, debt sources and associated financial sureties), together with information listing the Developer's real estate development experience managing an investment and development team, including architects, engineers, attorneys, contractors, investors and lenders, capable of designing, financing, constructing, operating and managing the Project long-term. The Parties agree to cooperate as needed to facilitate the completion of these disclosures and assessments, including appropriate treatment of proprietary or confidential information. If the City after reasonable review is not satisfied with such disclosures and assessments, then the City shall have the right to terminate this Agreement.

(d) The City shall make such determination on or before July 1, 2024.

6. Further Agreements. Developer agrees to use good faith efforts to provide City staff with the work product produced by its activities described in Section 2 of this Agreement on or before sixty (60) days prior to the end of the Due Diligence Period, so that City staff has sufficient time to review and comment upon such materials in an effort to move the Project beyond the Due Diligence Period.

If the Parties determine at the end of the Due Diligence Period that the Project is viable and that it is necessary for them to memorialize further agreements with respect to the Project including, without limitation, with respect to the relocation of the CFS, prior to or concurrent with their entry into the Implementing Documents (as further discussed in Section 7, below), the Parties will use good faith efforts to negotiate a Development Agreement to encompass and address such further commitments and agreements for presentation to the Burlington City Council for its review and approval. The intent of the Development Agreement would be for the Parties to make reciprocal commitments covering the period from the end of the Due Diligence Period to the execution of the Implementing Documents described in Section 7 below.

7. Implementing Documents. Upon the expiration of the Due Diligence Period, or the period covered by the Development Agreement referenced in Section 6 above, the Parties intend for Developer to convey to the City those elements of the Memorial Block that the City does not already own, and for the City (a) to ground lease to Developer those portions of the Memorial Block that are to be redeveloped, and/or (b) to establish other legal structure(s) that the Parties determine to be appropriate and in the best interests of the Project and the mutual best interests of each Party (collectively, "Implementing Documents"). In making such a determination, the Parties recognize that an appropriate legal structure for the Project may be one in which the City maintains ownership of all or a portion of the land using a mechanism other than a ground lease, and each Party shall act in good faith to consider the interests of the other Party. If the Parties determine that

the Project is viable and that they desire for Developer to proceed to obtain Project Permits and work towards the construction of the Project and the relocation of the CFS to a new public safety facility, the City would prepare a draft ground lease for review and approval by Developer, and Developer would prepare drafts of the other Implementing Documents for review and approval by the City, in each case with the intent of drafting documents which, upon execution, would deliver site control to Developer. The City's execution of the Implementing Documents will require authorization from the Burlington City Council, and if authorization is granted it would be conditioned on Developer's conveyance of real property to the City, if required by the Implementing Documents, in the manner contemplated by this Agreement. The Parties anticipate that the Implementing Documents would include, without limitation, the following concepts:

(a) The consideration payable to the City pursuant to the Implementing Documents will reflect, among other factors, the value of: Developer's acquisition of 230 Main Street, 234 Main Street and 236 Main Street and contribution of such properties to the Project (as established by the Appraisal); Developer's acquisition of the College Street Congregational Church surface parking lot, if applicable, and contribution of such property to the Project (as established by the Appraisal); the City's contribution of Memorial Auditorium, the CFS, the Main Street parking lot, and the surface parking lot serving the Fletcher Free Library to the Project (as established by the Appraisal); Developer's costs to restore or demolish Memorial Auditorium; the Project's provision of public amenities, including infrastructure upgrades, assembly space, youth-led space, structured parking, and park space; the Project's provision of workforce, affordable and market housing; the Project's effect on the municipal Grand List; the Project's generation of municipal meals and rooms tax; the Project's generation of municipal sales tax, and; the Project's profitability.

(b) The City will reserve easements for water and sewer infrastructure and any other easements deemed necessary for public utilities or infrastructure through portions of the subject property that will be identified on a plan attached to the Implementing Documents.

(c) The Implementing Documents will include infrastructure and construction requirements established by the Burlington Department of Public Works.

(d) The Implementing Documents will be effective upon full execution, but if the Implementing Documents include a ground lease it will not take effect until all Project Permits will have issued and Developer will have satisfied all commencement contingencies and is prepared to commence construction, and in that case the ground lease will provide that once construction commences the lease term will be 99 years.

(e) Commencement pursuant to the Implementing Document will be contingent on (i) the Parties' entry into a mutually satisfactory agreement with regard to the relocation of the CFS, (ii) Developer's receipt of all Project Permits, issued without conditions to which either Party objects, and such permits having become final and unappealable, (iii) the City's approval of the final Project program, plans and specifications, (iv) Developer being able to demonstrate to the City's reasonable satisfaction that it has sufficient financial capacity, through a mixture of equity and a debt financing, and other municipal, state, federal and private sources and considerations, to construct an agreed-upon scope of the work (it being understood that the Project will be constructed in phases), and (v) Developer's entry into a construction contract with a capable,

reputable general contractor or construction manager which establishes either a guaranteed maximum price or lump sum price consistent with Developer's available sources of debt and equity financing, for a fixed construction term, to construct the first phase of the Project. If the contingencies are not satisfied by a date certain, the City shall have the right to the remedies set forth in the Implementing Documents. The Parties acknowledge that it will be necessary for Developer to obtain permits and approvals for the Project from the Burlington Development Review Board ("DRB"), that the DRB is an independent body not under the City's control, and that the City does not and cannot guaranty that the DRB will approve the Project.

(f) Developer will commit to a design process that engages public participation and solicits public feedback regarding the public spaces that are a component of the Project at the commencement of the design process and thereafter at intervals throughout the design process. At a minimum, the Developer will make a presentation to any Neighborhood Planning Assembly that accepts an offer to present information about the Project, and agrees to hold a public hearing at an appropriate City Council meeting.

(g) The City will provide Developer with active support during the regulatory review process.

(h) The Implementing Documents will grant Developer the ability to establish "pad sites", which are defined here to refer to **developable areas of land**, to be transferred or subleased to entities which would then own individual buildings constructed as components of the Project, subject to the Implementing Documents. The Implementing Documents will allow for the establishment of an air-space condominium, as permitted by the Vermont Common Interest Ownership Act, to facilitate the establishment and transfer of such "pad sites".

(i) If the Implementing Documents include a ground lease it will establish a capital reserve requirement and will address the disposition of improvements at the expiration of the lease term.

(j) The Implementing Documents will include provisions designed to anticipate and address the needs of Project lenders.

8. Within one week of the full execution of this Agreement, Developer shall provide the City with an organizational chart which shall, without limitation, confirm that Eric Farrell and Joe Larkin are Developer's principals with operational authority and control over Developer's activities.

9. Confidentiality. Developer recognizes that this Agreement is a public record and that communications and correspondence between the parties are subject to Vermont's public meeting laws and public records laws. The City agrees, however, that to the extent the City requires Developer to disclose to or provide the City with material nonpublic, confidential information or material in connection with the Project, the City will work in good faith with Developer to maintain the confidentiality of such information or material in a manner that complies with applicable law.

10. No Assignment. This Agreement shall not be assigned by Developer without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed so long as Eric Farrell and Joe Larkin hold and exercise executive managerial authority over the assignee.

11. Cooperation; Further Assurances. The Parties shall cooperate and communicate with each other on a regular basis, including by arranging joint meetings with appropriate personnel present to address issues set forth in this Agreement, to discuss any proposed changes to the Project and to discuss the work product generated as the Project progresses, so as to permit the orderly and efficient development of the Project. The Parties agree to execute, acknowledge, if necessary, and deliver such documents, certificates or other instruments and take such other actions as may be reasonably required from time to time to carry out the intents and purposes of this Agreement.

12. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Vermont, without regard to its conflicts of law rules. The Parties consent to and submit to in personam jurisdiction and venue in the State of Vermont, County of Chittenden, and in the federal district courts which are located in the City of Burlington. The Parties assert that they have purposefully availed themselves of the benefits of the laws of the State of Vermont and waive any objection to in personam jurisdiction on the grounds of minimum contacts, waive any objection to venue, and waive any plea of forum non conveniens. This consent to and submission to jurisdiction is with regard to any action related to this Agreement, regardless of whether the Parties' actions took place in the State or elsewhere in the United States.

13. Severability. If any term, covenant or condition contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice any Party in their respective rights and obligations contained in the valid terms, covenants or conditions hereof, and the Parties shall cooperate to modify the Agreement to cause it to conform to the original language of the Agreement to the extent consistent with the finding of the court.

14. Construction; Headings. The Parties waive the benefit of any rule that this Agreement is to be construed against one Party or the other. The headings in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning hereof.

15. Integration; Modification. This Agreement, together with the exhibits referenced herein and/or attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements or representations, oral or written, on the same subject. The Agreement can be modified only by written agreement executed by authorized representatives of each Party.

16. No Partnership. The Parties do not intend by this Agreement to create, nor shall this Agreement be deemed to create, a partnership or a joint venture among the Parties; each Party is an independent actor and entity, and nothing in this Agreement shall be deemed to make either Party an agent or partner of the other, or to give either Party the right to bind the other in any way, notwithstanding any reference to the Project as a "public-private partnership."

17. Waiver. The failure of either Party to insist on strict performance of any of the provisions of this Agreement or to exercise any right it grants will not be construed as a relinquishment of any right or a waiver of any provision of this Agreement. No waiver of any provision or right shall be valid unless it is in writing and signed by a duly authorized representative of the Party granting the waiver.

18. Incorporation by Reference. The content of the Background section to this Agreement, including without limitation the definitions set forth therein, and all exhibits hereto and the terms contained therein and the contents thereof, are incorporated into this Agreement by reference.

19. Authority. Each of the Parties warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and to thereby bind the Party on whose behalf such person, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

20. Notices. Any notices to be given pursuant to this Agreement shall be sufficient if given by a writing: deposited in the United States mails, certified mail or registered mail, return receipt requested, postage prepaid; by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender; or by email (provided that the electronic process used is reasonably secure and not easily susceptible to manipulation) addressed as follows:

If to the City: City of Burlington
 149 Church St.
 Burlington, VT 05401
 Attention: Mayor
 Attention: CEDO Director

If to Developer: Memorial Block LLC
 Attention: Eric Farrell
 Attention: Joe Larkin

With a copy to:

or to such other person, address or number as the Party entitled to such notice or communication shall have specified by notice to the other Party given in accordance with the provisions of this Section. Any such notice or other communication shall be deemed given: (i) if mailed, three days after being deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by courier, the next day after being deposited with the courier, properly addressed and with prepaid; (iii) if sent by email, when transmitted as long as the sender does not receive a delivery failure notification or "out of office" notification.

Signature Page to Follow

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In Witness Whereof, this Agreement is executed by the duly authorized officers or representatives of the Parties as of the date first set forth above.

City of Burlington

Memorial Block LLC

By: _____
Name: Miro Weinberger
Title: Mayor

By: _____
Name: Eric Farrell
Title: Authorized Agent

By: _____
Name: Joseph Larkin
Title: Authorized Agent

Exhibit A
Orthophoto of Memorial Block

DRAFT

Pre-Development Agreement

This Pre-Development Agreement (“Agreement”) is entered into as of March **26**, 2024 by and between the **City of Burlington**, a Vermont municipal corporation (the “City”) and **Eric Farrell** (employee of Farrell Real Estate, Inc. d/b/a Farrell Properties) and **Joseph Larkin**, each with a business address in Burlington, Vermont (joint and severally, “Developer”). Each is referred to individually as a “Party” and collectively as the “Parties.”

Background

- A. The “Memorial Block” is the city block in Burlington, Vermont bounded by Main Street, South Winooski Avenue, College Street, and South Union Street, measuring ± 3.81 acres. The City owns ± 2.95 acres, or 77%, of the Memorial Block including the historic Central Fire Station (the “CFS”), the Fletcher Free Library, Memorial Auditorium and the Main Street parking lot. The northeast corner of the Memorial Block is owned by the College Street Congregational Church (measuring ± 0.58 acres), and Developer holds site control over the remaining ± 0.28 acres including the properties numbered 230 Main Street, 234 Main Street and 236 Main Street located between Memorial Auditorium and the Main Street parking lot. An orthophoto outlining the boundaries of the City-owned portions of the Memorial Block is attached hereto as **Exhibit A**.
- B. The City seeks to redevelop the Memorial Block (the “Project”) as anticipated in *planBTV - Downtown and Waterfront Master Plan* adopted on June 10, 2013, and has entered into a Letter of Intent dated November 9, 2023 with Developer’s principals, Eric Farrell and Joe Larkin, in which the Parties agreed to work diligently to execute a formal and binding pre-development agreement on or before March 29, 2024 reflecting the expressions contained therein, including the following description of the Parties’ vision and goals with respect to the Project (such vision and goals being the “Project Principles”¹):

“The redevelopment plan should reflect the following important elements and goals:

- The architectural design of the Memorial Block should be inspirational and welcoming. It should honor both the history of the City and the promise of its future.
- The architectural design of the Memorial Block should reflect its central role as an important point of entry into Downtown Burlington.
- The Memorial Block should represent a meaningful connection between adjacent neighborhoods, encouraging pedestrian movement in support of the businesses and services all along the way.

¹ The Letter of Intent (LOI) refers to the “Gateway Block”; the quoted language below replaces the term “Gateway Block” with the term “Memorial Block” but is otherwise a direct quote from the Letter of Intent.

- The Memorial Block design should embrace the presence of the College Street Congregational Church and the Fletcher Free Library buildings and endeavor to create a vibrant pedestrian streetscape surrounding these important community resources.
- The Memorial Block should maintain the historic integrity of the Central Fire Station, repurposing it to serve in many capacities, such as additional public space, as a function space for an adjacent hotel, or some combination of public and private uses. The potential relocation of the Central Fire Station will be thoroughly studied to ensure the highest level of public safety and to improve the working conditions of fire department members.
- The Memorial Block should include a Central Public Assembly & Activity Space to replace Memorial Auditorium, although not of equal size nor equivalent in use, anchoring the core of the Block and serving as the heart of this new community. Alternatively, such space could be comprised of a combination of a portion of Memorial Auditorium that is retained and new Central Public Assembly & Activity Space. New public space on the Memorial Block should include space dedicated to youth. Such spaces can be either owned privately, or owned by a public/private partnership, or a combination thereof.
- If no portion of Memorial Auditorium is retained, then the Central Public Assembly & Activity Space should include a Veterans Memorial using the plaques that are currently on display in the lobby of Memorial Auditorium,
- After nearly 100 years of public ownership of most of the properties in the Memorial Block, the public should be included in the process of re-envisioning this area.
- The Memorial Block may include hotel use with a minimum of 100 rooms, serving as a vibrant anchor for the Block.
- The Memorial Block should result in the creation of a minimum of 200 units of housing, including a mix of housing types, and both affordable and market-rate units. The affordable housing must satisfy the City's requirement for inclusionary housing units, which requirements will be more specifically articulated in the Development Agreement.
- The Memorial Block should explore secure rooftop greenspaces, where feasible, for the enjoyment of the residents, business employees, hotel guests and the general public, when appropriate (i.e., during public events). Rooftop solar should be considered wherever feasible.
- The Memorial Block should be designed to advance the City's Net Zero Energy goals.

- All parking for the Memorial Block should be located within an understory garage, not visible from the surrounding streets except for the required garage entrances. The garage should include a component of public parking. Incidental surface parking and drop-off zones should be allowed at the entrances to the hotel, residential buildings, Fletcher Free Library, and the College Street Congregational Church. Surface parking should not otherwise be allowed within the Memorial Block.
- The architectural plans for the Memorial Block should be coordinated with, be complementary to, and otherwise support the significant improvements planned for the Main Street corridor.”

C. Developer and the City desire to enter into and memorialize certain agreements to reasonably facilitate Developer’s development of the Project substantially in accordance with the Project schedule referenced below.

Now therefore, in consideration of the covenants, considerations and mutual benefits set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Developer agree as follows:

1. Preliminary Project Schedule. The Parties desire to determine, by December 31, 2024, whether the Project is viable. To determine viability, the Parties agree to work together in good faith to implement the terms of this Agreement and to enter into subsequent agreements as reasonably necessary to achieve mutually desired outcomes. If the Parties determine that the Project is viable, they anticipate negotiating and executing either a formal development agreement or a ground lease and other Implementing Documents (defined below) by June 30, 2025, after which Developer would obtain all necessary municipal, state and federal land use and regulatory permits for the Project (“Project Permits”) by June 30, 2026 and would commence Project construction by October 31, 2026.

2. Due Diligence Period. To determine whether the Project is viable, Developer agrees to undertake and perform due diligence with respect to the Memorial Block, as described below, from the date of this Agreement until December 31, 2024 (the “Due Diligence Period”). In the event the Developer has made a good faith effort to perform its due diligence requirements, as set forth below, but has not been able to complete such undertakings and analysis by December 31, 2024, through no fault of its own, or in part due to the City’s inability to perform its obligations as set forth below, then the Developer shall have the right to extend the Due Diligence Period to June 30, 2025, subject to the consent of the City, which consent shall not be unreasonably withheld.

(a) Physical Due Diligence and Title Work. During the Due Diligence Period, Developer agrees to undertake and perform physical due diligence with respect to the Memorial Block in accordance with the following:

- (i) Developer shall be entitled, during the Due Diligence Period, to perform a physical evaluation of Memorial Auditorium, the Main Street parking lot, and the CFS,

including an engineering and environmental review to ascertain their physical condition, and legal review of the City's title to such property, including but not limited to a review of title and survey records to determine the existence or materiality of any encumbrances affecting use, occupancy, or enjoyment.

(ii) Developer agrees that in conducting any inspections or investigations, Developer and its agents shall: (A) not damage any part of the City's property; (B) promptly pay when due the costs of all tests, investigations, and examinations; and (C) not permit any liens to attach to the City's property by reason of the exercise of Developer's rights hereunder. If any damage occurs to the City's property as a result of Developer's due diligence or any activities upon the Memorial Block by Developer or its agents, Developer shall promptly restore the damaged property to the condition that existed prior to the commencement of the due diligence or such other activities, at Developer's sole cost and expense, and save and hold the City and its successors and assigns harmless from any claim, damage, cost or expense, including reasonable attorneys' fees, for any property damage or for any personal injuries arising in whole or in part from any inspections or investigations performed by Developer or its agents. Developer's obligations under this provision shall survive the termination of this Agreement for any reason.

(iii) During the Due Diligence Period, Developer shall have reasonable access to Memorial Auditorium, the CFS and to the Main Street parking lot for the purpose of performing due diligence as set forth above, provided that (A) Developer shall not perform any invasive environmental testing without the City's prior written consent, (B) all inspections of the CFS shall be coordinated in advance with the Burlington Fire Department and with the Burlington Community Economic Development Office ("CEDO"), and (C) Developer shall only be permitted to enter into Memorial Auditorium while accompanied by a representative of the City. The City shall reasonably cooperate with Developer to facilitate Developer's access to and due diligence of Memorial Auditorium. Developer acknowledges that portions of Memorial Auditorium are being occupied by, or are being used for storage by, others, and Developer agrees that its due diligence shall not disturb such use.

(iv) Developer acknowledges and agrees that this Agreement only provides Developer with a limited license for the purposes described herein and for no other purposes and for no other periods, and does not constitute, and no provision shall be construed to constitute, the grant, conveyance or assignment of any interest in real estate or a lease of any portion of the Memorial Block or any rights extending beyond the period and purposes identified above. The Developer shall at its own cost and expense comply with any and all laws, ordinances, regulations, codes and other legal requirements relating to its activities hereunder.

(v) Throughout the effective period of this Agreement, Developer, at Developer's own cost and expense, will maintain the following insurance coverages: (A) a policy or policies of commercial general liability insurance (or its equivalent) insuring the City and Developer against all claims or demands for personal injuries to or death of any person, for damage to or destruction or loss of property, and for environmental liability,

which may or may be claimed to have occurred on the Memorial Block or in the vicinity of the same arising from the acts or omissions of Developer. Such policies shall be in an amount not less than Two Million Dollars and 00/100 (\$2,000,000.00) for injury to or death of any one person or for damage to or destruction or loss of property in a single accident or occurrence; (B) workers compensation and employer's liability insurance in accordance with the statutory limits as established by the State of Vermont and with a minimum limit for employer's liability no lower than \$500,000/accident (bodily injury by accident) and \$500,000 policy limit, \$500,000/employee (bodily injury by disease); and (C) automobile liability for owned, non-owned, and hired vehicles, with a combined single limit of not less than \$1,000,000. The Developer shall deliver to the City certificates evidencing such insurance coverages prior to its entry onto the Memorial Block (other than those portions which Developer already controls), which certificates shall be endorsed to name the City "and its officers, employees, and agents" as additional insureds on a primary, non-contributory basis. All insurance coverages shall be provided by an insurer licensed in the State of Vermont with an A.M. Best rating not less than A-/VII and shall include the insurer's waiver of subrogation against the City and its officers, employees, and agents from any and all liability or responsibility for any loss or damage to property caused by any of the perils which are to be insured against hereunder.

(vi) The City shall not be liable for any personal injury or damage to property which Developer or its employees, contractors, agents, or invitees may incur, regardless of the cause thereof, unless the cause of such injury or damage is a willful or grossly negligent act by the City, its officers, employees, and agents. Developer hereby releases the City from all such liability except as otherwise stated regardless whether the transaction(s) or occurrence(s) creating liability were known or discoverable at the time of contracting, it being the intent of the parties that Developer shall maintain adequate insurance to cover any such losses. Developer hereby agrees to defend, indemnify and hold harmless the City, its officers, employees and agents, from and against any and all damages to the Memorial Block, any personal injuries, claims, damages, losses, suits, judgments, costs and expenses (including without limitation reasonable attorney's fees) arising from Developer's use of and access to the Memorial Block or breach of this Agreement including, but not limited to, the amounts of deductibles on Developer's insurance policies, or any costs resulting from Developer's failure to acquire insurance coverage as required hereunder, and any costs arising from subrogation under worker's compensation or liability claims. The indemnification provisions set forth above shall survive termination of this Agreement.

(b) Programmatic Due Diligence. In addition to its conduct of physical due diligence, during the Due Diligence Period Developer agrees to undertake and perform programmatic due diligence with respect to the Project to determine its viability in accordance with the following:

(i) Program. Develop a program for the Project consistent with the Project Principles, in terms of the various uses of space within the Project (e.g., housing, hotel, retail, office, public assembly, structured parking, park space, photovoltaic power generation, etc.), the square footages and/or unit counts devoted to each use, the quantity and mix of housing units, the number of structured parking spaces, and any other information or metrics relevant to a determination of viability. The number of housing units

in the Project may vary from the Project Principles as a result of this effort.

(ii) Concept Plans and Drawings. Engage civil engineers, architects, landscape architects and other professionals to develop concept plans and drawings for the Project, including scaled site plans and elevation drawings, sufficient to depict the proposed program for the Project. The concept (schematic) plans and drawings should depict the Project layout and also identify and describe proposed infrastructure and utility improvements and include a proposed phasing schedule.

(iii) Market Feasibility Assessment. Engage reputable, independent third-party market consultants to assist in the assessment of the feasibility of developing the Project with the proposed program. Such market feasibility assessments should include estimates of the approximate values of the completed elements of the Project.

(iv) Regulatory Feasibility Assessment. Engage civil engineers, architects, land use attorneys and/or other land use planning professionals to assess the feasibility of obtaining all necessary land use and regulatory permits and approvals to develop the Project with the proposed program. If the regulatory feasibility assessment concludes that current municipal zoning would not permit the Project to be developed as proposed, then it should identify such limitations and propose solutions to overcome or remove such limitations.

(v) Sources and Uses of Funds. Develop a preliminary budget for the Project, including a sources and uses table, to include estimated hard and soft costs typically associated with the development and construction of a project that includes the desired programmatic elements and to include typical development and construction contingencies and forward-looking cost escalators to account for the anticipated construction timeline. If the Project is proposed to be developed in phases over time, then the preliminary budget shall address the first phase with details sufficient to support the commencement of the Project with an estimated timeline, sequence and schematic designs for future phases that demonstrate the financial feasibility of completing the Project over the proposed timeline.

(vi) Appraisal. Developer shall engage a Qualified Appraiser, mutually selected by Developer and the City, to determine the existing value of the Memorial Block and its constituent parcels and improvements (meaning, prior to the construction of the Project), subject to a mutually agreed-upon set of assumptions and parameters to be determined by the Parties (the “Appraisal”). Such parameters shall include, but not be limited to, existing physical deficiencies and/or atypical building and site conditions that would negatively impact the financial feasibility of developing any portion of the Memorial Block. As used herein, the term “Qualified Appraiser” shall mean an MAI-certified appraiser or other professionally licensed appraiser with at least five (5) years’ experience appraising commercial real property similar in location, nature and quality to the properties that comprise the Memorial Block; provided, however, that the term “Qualified Appraiser” shall not include any individual who has any professional, business, family or personal affiliation with a Party that would compromise his or her independence; such exception shall not include work the “Qualified Appraiser” may have performed on behalf of a bank

or lending institution in connection with one or more properties owned by the Developer.

(c) Termination. If at any time during the Due Diligence Period Developer determines, in its sole discretion, that the Memorial Block is not suitable for Developer's intended use, Developer may terminate this Agreement upon written notice to the City, and thereafter the Developer will have no further obligations to the City except for those obligations that explicitly survive termination.

(d) Share Work Product. Developer agrees to share the work-product produced by its activities described in this Section 2 with CEDO staff for their review so that the City can evaluate whether Developer's proposals implement the Project Principles in a manner that is reasonably likely to be acceptable to the City, and whether the Parties will be able to relocate the CFS in the manner described below to facilitate the Project. Developer agrees to use good faith efforts to provide its work product by the end of the Due Diligence period so that City staff has sufficient time to review and comment upon such materials in an effort to move the Project beyond the Due Diligence Period.

The Parties acknowledge that if the City, after review by CEDO staff, determines, in its reasonably exercised discretion, that the Project satisfies the requirements set forth in this Agreement, it will be necessary to obtain authorization from the Burlington City Council to deliver site control to Developer in the manner contemplated by Section 7 of this Agreement and to provide Developer with the right, pursuant to the Implementing Documents (as defined in Section 7), to proceed to obtain Project Permits and to work towards the construction of the Project and the relocation of the CFS.

(e) The City acknowledges the Developer will be expending considerable time and expense to satisfy its obligations during the Due Diligence Period; Developer acknowledges that it is undertaking such efforts and incurring such expenses at its own risk, and that the City does not guaranty that the Project will be feasible or that the Project will proceed beyond the due diligence phase.

3. Central Fire Station Relocation. The City commits to determining the feasibility of relocating the CFS to a new public safety facility by a date that will facilitate Developer's construction of the Project thereon, subject to Developer's performance under Section 3(b) and Section 3(d).

(a) The City agrees to investigate the feasibility of relocating the CFS to a new public safety facility to be constructed on City-owned property including by determining whether existing zoning and land use regulations and institutional controls permit the construction of a new public safety facility on the target property. The City acknowledges and agrees that the relocation of the CFS is an absolute requirement of the Developer for the Project and, accordingly, the City agrees to work diligently and in good faith to identify a City-owned location for the new public safety facility in satisfaction of the requirements set forth in this Section 3, including by completing its zoning and land use analysis by September 30, 2024 in order to afford Developer a reasonable time to fulfill its obligations under Section 3(b).

(b) Developer shall investigate the feasibility of relocating the CFS to a new public safety facility to be constructed on City-owned property (to be identified by the City), including (i) the estimated cost to develop, construct and equip a new public safety facility to the City's specifications, (ii) the proposed timeline for the construction and relocation project, (iii) the availability and cost of financing for the construction and relocation project, and (iv) the projected monthly carrying costs of the completed project.

(c) The City shall participate and support Developer's investigations by providing Developer with specifications and requirements for the new public safety facility sufficient for the Developer to undertake its obligations as set forth herein. Developer shall have the right to determine when the new public safety facility is constructed in coordination with its development schedule for the Project.

(d) To facilitate the City's relocation of the CFS to a new public safety facility on a schedule that facilitates the Project, Developer agrees to construct a replacement public safety facility to the City's specifications on property that is currently City-owned, and to (i) net lease the new public safety facility to the City, if the City retains ownership of the underlying land; or (ii) if the City is required to transfer the City-owned property to the Developer in order to facilitate the Developer's financing, then to ground lease the land and building to the City until such time as the City's Chief Administrative Officer determines that the City has capacity to bond for its purchase and, if required, the voters shall have authorized the City to bond for its purchase. In the event of (ii) above, the transfer of the City-owned property to the Developer shall be at no cost. The rent payable under the ground lease will be established at a rate that covers Developer's carrying costs with respect to the new public safety facility (i.e., Developer's cost of constructing and owning the new public safety facility, including soft costs, financing costs including a reasonable return on equity and debt service costs). The purchase price for the completed public safety facility will equal Developer's total costs of development, construction and ownership of the new public safety facility, together with any operating and/or carrying costs that shall not have been reimbursed through the payment of rent.

4. City Commitments. To facilitate Developer's ability to develop plans for the Project and to commit to a Project timeline, the City agrees to the following commitments should the Project proceed:

(a) Properties. For the purpose of creating a comprehensive plan for the redevelopment of all of the parcels subject to this Agreement, the City agrees to combine its property with the other parcels that comprise the Memorial Block. This is not intended to transfer ownership of the City's properties, but rather to enable the most optimal comprehensive development plan. The following City properties will be part of the area for which a comprehensive redevelopment plan will be developed: Memorial Auditorium, the CFS, the Main Street parking lot, and the surface parking lot serving the Fletcher Free Library.

(b) Ravine Sewer. Once Developer and the City shall have fully committed to a specific, designed and permitted Project, the City agrees that it will abandon the existing ravine sewer line that runs through the Main Street parking lot, at its expense, by a date that will facilitate Developer's construction of the Project thereon. In this instance, the term "abandon" refers to a

standard engineering solution for an old underground sewer system that is being decommissioned, replaced and is no longer needed.

(c) Library Improvements. The Fletcher Free Library staff, the Library Commission, and the Friends of the Fletcher Free Library are in the process of planning future renovations to the Library. The Library has completed the Schematic Design Phase and has begun fundraising. The restoration and preservation components of the Library project are expected to begin at the end of calendar year 2024. The City agrees to work in good faith with Developer to coordinate Developer's planned improvements for the Memorial Block with the improvements the City has planned for the Fletcher Free Library. This reference is to ensure that efforts to redevelop the Memorial Block are coordinated with the Library's efforts.

(d) Public Process. The City agrees to engage the public to solicit feedback regarding desired public uses to be incorporated into the program for the Project.

(e) Review of Developer Submissions. The City will timely review Developer's work product regarding the Project program, design, construction phasing, infrastructure elements, and deal structure, and shall use good faith efforts to timely provide Developer with constructive feedback to indicate its areas of approval and any items of concern.

(f) Funding Sources. The City will investigate and identify potential funding sources and financial benefits that may be available to the Project by reason of the City's involvement, support and/or sponsorship, including the identification of any requirements associated with particular funding sources, and will communicate its findings to Developer to assist the Developer to develop its sources and uses proposal.

(g) Regulatory Assistance. If Developer's regulatory feasibility assessment concludes that current municipal zoning would not permit the Project to be developed as proposed, the City will work with Developer in good faith to develop solutions to, or to overcome or remove, such limitations. If the Parties determine that it will be necessary to amend the City's Comprehensive Development Ordinance ("Zoning Ordinance") to permit the Project to proceed, then the City, acting through CEDO, will use diligent, good faith efforts to facilitate the adoption of an amendment or amendments to the Zoning Ordinance to facilitate the Project, with the understanding that only the Burlington City Council and Planning Commission have the authority to adopt amendments to the Zoning Ordinance, which must be adopted in accordance with applicable laws, ordinances and regulations. Nothing in this Agreement shall be construed to imply that the Planning Commission or City Council is obligated to approve any amendments to the Zoning Ordinance that are deemed necessary or desirable for the Memorial Block redevelopment to proceed.

5. Developer Commitments. Developer agrees to the following commitments should the Project proceed:

(a) Properties. Developer will contribute the following properties to the Project: 230 Main Street, 234 Main Street, and 236 Main Street. Developer represents that it currently controls such properties, and that it holds the option and right to acquire fee title to such properties should

the Project proceed. At the time that Developer contributes such properties to the Project, it will provide the City with copies of its title reports, title and survey materials, and title insurance policies with respect thereto.

(b) College Street Congregational Church Parking Lot. Initial efforts have been undertaken to explore the possibility of removing the existing surface parking lot adjacent to the Church and offering replacement parking in the adjacent parking structure that is envisioned for the Project. The inclusion of the Church parking lot will allow the redevelopment to transform surface parking on the Memorial Block to a higher and better use for church members and for the broader community. Developer agrees to use commercially reasonable, good faith efforts to (i) acquire fee title to the surface parking lot serving the College Street Congregational Church for inclusion in the Project, and to contribute such property to the Project should the Project proceed, or (ii) facilitate the repurposing of the surface parking lot into green space to be retained by the Church for its use, in either case consistent with the final plan to develop the Project. At the time that Developer contributes such property to the Project, it will provide the City with copies of its title reports, title and survey materials, and title insurance policies with respect thereto.

(c) Financial Capacity. On or before June 1, 2024, Developer agrees to provide the City with information regarding the experience, qualifications and financial capability of the Developer and its principals, and their ability to implement a feasible plan for the Project (including the identification of possible equity sources, debt sources and associated financial sureties), together with information listing the Developer's real estate development experience managing an investment and development team, including architects, engineers, attorneys, contractors, investors and lenders, capable of designing, financing, constructing, operating and managing the Project long-term. The Parties agree to cooperate as needed to facilitate the completion of these disclosures and assessments, including appropriate treatment of proprietary or confidential information. If the City after reasonable review is not satisfied with such disclosures and assessments, then the City shall have the right to terminate this Agreement.

(d) The City shall make such determination on or before July 1, 2024.

6. Further Agreements. Developer agrees to use good faith efforts to provide City staff with the work product produced by its activities described in Section 2 of this Agreement on or before sixty (60) days prior to the end of the Due Diligence Period, so that City staff has sufficient time to review and comment upon such materials in an effort to move the Project beyond the Due Diligence Period.

If the Parties determine at the end of the Due Diligence Period that the Project is viable and that it is necessary for them to memorialize further agreements with respect to the Project including, without limitation, with respect to the relocation of the CFS, prior to or concurrent with their entry into the Implementing Documents (as further discussed in Section 7, below), the Parties will use good faith efforts to negotiate a Development Agreement to encompass and address such further commitments and agreements for presentation to the Burlington City Council for its review and approval. The intent of the Development Agreement would be for the Parties to make reciprocal commitments covering the period from the end of the Due Diligence Period to the execution of the Implementing Documents described in Section 7 below.

7. Implementing Documents. Upon the expiration of the Due Diligence Period, or the period covered by the Development Agreement referenced in Section 6 above, the Parties intend for Developer to convey to the City those elements of the Memorial Block that the City does not already own, and for the City (a) to ground lease to Developer those portions of the Memorial Block that are to be redeveloped, and/or (b) to establish other legal structure(s) that the Parties determine to be appropriate and in the best interests of the Project and the mutual best interests of each Party (collectively, “Implementing Documents”). In making such a determination, the Parties recognize that an appropriate legal structure for the Project may be one in which the City maintains ownership of all or a portion of the land using a mechanism other than a ground lease, and each Party shall act in good faith to consider the interests of the other Party. If the Parties determine that the Project is viable and that they desire for Developer to proceed to obtain Project Permits and work towards the construction of the Project and the relocation of the CFS to a new public safety facility, the City would prepare a draft ground lease for review and approval by Developer, and Developer would prepare drafts of the other Implementing Documents for review and approval by the City, in each case with the intent of drafting documents which, upon execution, would deliver site control to Developer. The City’s execution of the Implementing Documents will require authorization from the Burlington City Council, and if authorization is granted it would be conditioned on Developer’s conveyance of real property to the City, if required by the Implementing Documents, in the manner contemplated by this Agreement. The Parties anticipate that the Implementing Documents would include, without limitation, the following concepts:

(a) The consideration payable to the City pursuant to the Implementing Documents will reflect, among other factors, the value of: Developer’s acquisition of 230 Main Street, 234 Main Street and 236 Main Street and contribution of such properties to the Project (as established by the Appraisal); Developer’s acquisition of the College Street Congregational Church surface parking lot, if applicable, and contribution of such property to the Project (as established by the Appraisal); the City’s contribution of Memorial Auditorium, the CFS, the Main Street parking lot, and the surface parking lot serving the Fletcher Free Library to the Project (as established by the Appraisal); Developer’s costs to restore or demolish Memorial Auditorium; the Project’s provision of public amenities, including infrastructure upgrades, assembly space, youth-led space, structured parking, and park space; the Project’s provision of workforce, affordable and market housing; the Project’s effect on the municipal Grand List; the Project’s generation of municipal meals and rooms tax; the Project’s generation of municipal sales tax, and; the Project’s profitability.

(b) The City will reserve easements for water and sewer infrastructure and any other easements deemed necessary for public utilities or infrastructure through portions of the subject property that will be identified on a plan attached to the Implementing Documents.

(c) The Implementing Documents will include infrastructure and construction requirements established by the Burlington Department of Public Works.

(d) The Implementing Documents will be effective upon full execution, but if the Implementing Documents include a ground lease it will not take effect until all Project Permits will have issued and Developer will have satisfied all commencement contingencies and is prepared to commence construction, and in that case the ground lease will provide that once

construction commences the lease term will be 99 years.

(e) Commencement pursuant to the Implementing Document will be contingent on (i) the Parties' entry into a mutually satisfactory agreement with regard to the relocation of the CFS, (ii) Developer's receipt of all Project Permits, issued without conditions to which either Party objects, and such permits having become final and unappealable, (iii) the City's approval of the final Project program, plans and specifications, (iv) Developer being able to demonstrate to the City's reasonable satisfaction that it has sufficient financial capacity, through a mixture of equity and a debt financing, and other municipal, state, federal and private sources and considerations, to construct an agreed-upon scope of the work (it being understood that the Project will be constructed in phases), and (v) Developer's entry into a construction contract with a capable, reputable general contractor or construction manager which establishes either a guaranteed maximum price or lump sum price consistent with Developer's available sources of debt and equity financing, for a fixed construction term, to construct the first phase of the Project. If the contingencies are not satisfied by a date certain, the City shall have the right to the remedies set forth in the Implementing Documents. The Parties acknowledge that it will be necessary for Developer to obtain permits and approvals for the Project from the Burlington Development Review Board ("DRB"), that the DRB is an independent body not under the City's control, and that the City does not and cannot guaranty that the DRB will approve the Project.

(f) Developer will commit to a design process that engages public participation and solicits public feedback regarding the public spaces that are a component of the Project at the commencement of the design process and thereafter at intervals throughout the design process. At a minimum, the Developer will make a presentation to any Neighborhood Planning Assembly that accepts an offer to present information about the Project, and agrees to hold a public hearing at an appropriate City Council meeting.

(g) The City will provide Developer with active support during the regulatory review process.

(h) The Implementing Documents will grant Developer the ability to establish "pad sites", which are defined here to refer to stand-alone, developable parcels of land, to be transferred or subleased to entities which would then own individual buildings constructed as components of the Project, subject to the Implementing Documents. The Implementing Documents will allow for the establishment of an air-space condominium, as permitted by the Vermont Common Interest Ownership Act, to facilitate the establishment and transfer of such "pad sites".

(i) If the Implementing Documents include a ground lease it will establish a capital reserve requirement and will address the disposition of improvements at the expiration of the lease term.

(j) The Implementing Documents will include provisions designed to anticipate and address the needs of Project lenders.

8. Within one week of the full execution of this Agreement, Developer shall provide the City with an organizational chart which shall, without limitation, confirm that Eric Farrell and Joe

Larkin are Developer's principals with operational authority and control over Developer's activities.

9. Confidentiality. Developer recognizes that this Agreement is a public record and that communications and correspondence between the parties are subject to Vermont's public meeting laws and public records laws. The City agrees, however, that to the extent the City requires Developer to disclose to or provide the City with material nonpublic, confidential information or material in connection with the Project, the City will work in good faith with Developer to maintain the confidentiality of such information or material in a manner that complies with applicable law.

10. No Assignment. This Agreement shall not be assigned by Developer without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed so long as Eric Farrell and Joe Larkin hold and exercise executive managerial authority over the assignee.

11. Cooperation; Further Assurances. The Parties shall cooperate and communicate with each other on a regular basis, including by arranging joint meetings with appropriate personnel present to address issues set forth in this Agreement, to discuss any proposed changes to the Project and to discuss the work product generated as the Project progresses, so as to permit the orderly and efficient development of the Project. The Parties agree to execute, acknowledge, if necessary, and deliver such documents, certificates or other instruments and take such other actions as may be reasonably required from time to time to carry out the intents and purposes of this Agreement.

12. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Vermont, without regard to its conflicts of law rules. The Parties consent to and submit to in personam jurisdiction and venue in the State of Vermont, County of Chittenden, and in the federal district courts which are located in the City of Burlington. The Parties assert that they have purposefully availed themselves of the benefits of the laws of the State of Vermont and waive any objection to in personam jurisdiction on the grounds of minimum contacts, waive any objection to venue, and waive any plea of forum non conveniens. This consent to and submission to jurisdiction is with regard to any action related to this Agreement, regardless of whether the Parties' actions took place in the State or elsewhere in the United States.

13. Severability. If any term, covenant or condition contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice any Party in their respective rights and obligations contained in the valid terms, covenants or conditions hereof, and the Parties shall cooperate to modify the Agreement to cause it to conform to the original language of the Agreement to the extent consistent with the finding of the court.

14. Construction; Headings. The Parties waive the benefit of any rule that this Agreement is to be construed against one Party or the other. The headings in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning hereof.

15. Integration; Modification. This Agreement, together with the exhibits referenced herein and/or attached hereto, constitutes the entire agreement between the Parties with respect to the

subject matter hereof and supersedes any prior agreements or representations, oral or written, on the same subject. The Agreement can be modified only by written agreement executed by authorized representatives of each Party.

16. No Partnership. The Parties do not intend by this Agreement to create, nor shall this Agreement be deemed to create, a partnership or a joint venture among the Parties; each Party is an independent actor and entity, and nothing in this Agreement shall be deemed to make either Party an agent or partner of the other, or to give either Party the right to bind the other in any way, notwithstanding any reference to the Project as a “public-private partnership.”

17. Waiver. The failure of either Party to insist on strict performance of any of the provisions of this Agreement or to exercise any right it grants will not be construed as a relinquishment of any right or a waiver of any provision of this Agreement. No waiver of any provision or right shall be valid unless it is in writing and signed by a duly authorized representative of the Party granting the waiver.

18. Incorporation by Reference. The content of the Background section to this Agreement, including without limitation the definitions set forth therein, and all exhibits hereto and the terms contained therein and the contents thereof, are incorporated into this Agreement by reference.

19. Authority. Each of the Parties warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and to thereby bind the Party on whose behalf such person, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

20. Notices. Any notices to be given pursuant to this Agreement shall be sufficient if given by a writing: deposited in the United States mails, certified mail or registered mail, return receipt requested, postage prepaid; by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender; or by email (provided that the electronic process used is reasonably secure and not easily susceptible to manipulation) addressed as follows:

If to the City: City of Burlington
 149 Church St.
 Burlington, VT 05401
 Attention: Mayor
 Attention: CEDO Director

If to Developer: Eric Farrell
 PO Box 1335
 Burlington, VT 05402-1335
 Email: efarrell@farrellpropertiesvt.com

351 North Avenue, Suite 130
Burlington, VT, 05401

Joseph Larkin
410 Shelburne Rd.
Burlington, VT 05401
Email: JoeLarkin@larkinrealty.net

or to such other person, address or number as the Party entitled to such notice or communication shall have specified by notice to the other Party given in accordance with the provisions of this Section. Any such notice or other communication shall be deemed given: (i) if mailed, three days after being deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by courier, the next day after being deposited with the courier, properly addressed and with prepaid; (iii) if sent by email, when transmitted as long as the sender does not receive a delivery failure notification or "out of office" notification.

Signature Page to Follow

In Witness Whereof, this Agreement is executed by the duly authorized officers or representatives of the Parties as of the date first set forth above.

City of Burlington

By:



Name: Miro Weinberger

Title: Mayor



Eric Farrell



Joseph Larkin

Exhibit A
Orthophoto of Memorial Block





CEDO

Project:
Memorial Gateway Block
Parcel Map

Map depicts City and Privately owned parcels within the Memorial Gateway Block project area. Tax parcels labeled with street address, tax lot ID number, and last known property owners from Assessment records.

Drawn by: Z. Nersinger
Date: January 2024
Last Revised:

Map Legend

- BTVStreetLabels
- Tax Parcels
- Privately Owned Parcels
- City Owned Parcels

20 10 0 20 40 60 80
Feet

Scale Text:
1 inch equals 60 feet
(approximate)

Disclaimer: Parcel maps that are depicted on the Assessor's website are for informational use only. They are a non-representation of property boundaries, not an authoritative source. They are not valid for legal description or conveyance. In addition, the Parcel Data may not be the most up to date information, please contact the Assessor's Office if you find any discrepancies with the data.

Gateway Block a/k/a “Memorial Block” Pre-Development Agreement “due diligence” documents

1/23/25 1:25 PM

From: soverby@sover.net

To: Melo Grant <megrant@burlingtonvt.gov>, "gbergman@burlingtonvt.gov" <gbergman@burlingtonvt.gov>

Cc: "ejacobsen@burlingtonvt.gov" <ejacobsen@burlingtonvt.gov>

Melo, Gene with cc to Erin for sharing with the Mayor,

I’m following up on my questions to you about the due diligence reports the City received regarding development options for Burlington’s prime downtown 3 acres of municipal property comprised of Memorial Auditorium, the Main St./South Winooski Parking lot, and the downtown historic Fire Department building.

This is in follow-up to my demand from last winter that the dormant, 2019 Request for Proposals for development of the full 3 acres of municipal property (not just the Memorial Auditorium building) be revised by CEDO and posted to give the City multiple options to choose from for development of this prime downtown Burlington real estate. Having objectively comparable choices for use of these properties is critical for the future fiscal well-being of the Burlington in these challenging times.

As you were both on the City Council last winter, you are aware that the City derailed the 2019 Request for Proposal process for the full 3 acres of municipal downtown property. It had been called the “Gateway Block” for years, but has been renamed the “Memorial Block.” This renaming of the block was used by CEDO to imply that a 2022 RFP for adaptive reuse of just the Memorial Auditorium building had served as the RFP for development of the entire 3 acres. (see attached 2022 RFP for Adaptive Reuse of Memorial Auditorium and see CEDO’s current representations: <https://www.burlingtonvt.gov/200/Memorial-Auditorium-the-Memorial-Block>).

To refresh everyone’s memory of facts that were presented to City Council in February and March of 2024, I’ve attached my communications to City Councilors at the time along with other relevant documents. This will also serve to inform current City Councilors and others who did not receive this information last winter.

Based on representations by CEDO Director Brian Pine, in February and March of 2024, the City Council granted developers Eric Farrell and Joe Larkin an exclusive period of access to these properties until December 31, 2024, to enable them to provide the City with a “due diligence” analysis and financial viability study on the status of development options. The City committed to grant this “due diligence” period exclusively to Farrell and Larkin. During that period, the City committed that it would not proceeding with an RFP process for development to solicit other options for development of the entire 3 acres of municipally owned property in the block.

CEDO Director Pine asserted in February and March, 2024, and continues to assert, that “Lack of site control of privately owned parcels at 230, 234 and 236 Main Street have been a limiting factor in past redevelopment proposals.” Director Pine implied that the existence of non-municipal ownership of those three interior parcels was a “show-stopper” for other developers who might have wanted to bid on this large scale project. There has been no RFP issued by the City for this lucrative development

opportunity therefore no other developers have weighed in. Lacking RFP responses from competing developers stating that this was a problem, no evidence was presented to City Council to support CEDO's "limiting factor" claim.

CEDO's Memorial Block Redevelopment website further state that Developers Farrell and Larkin "have established site control [of the 230, 234 and 236 Main Street parcels] for the purposes of the due diligence work." See: <https://storymaps.arcgis.com/stories/2ebb7c825c46446482acc07604a38856> Likely the Developers have paid for options to purchase these three properties. However, no evidence has been presented that other developers would be unwilling to propose development options that omit those three parcels.

The Developers were required to provide the City the "due diligence" viability documents by June 1 and Dec. 31, 2024. However, CEDO's "Memorial Block Redevelopment" website page appears to disregard these deadlines. It contains a timeline that shows the City moving forward to grant the Developers', as yet undefined, plans for development without the City following an RFP process. This start is a déjà vu from CityPlace's arduous history, albeit starting with local developers favorably known from their other developments in the Burlington area. A sole-source contract is a sole-source contract, despite the parties currently involved (which could change later) being familiar locally.

See: <https://storymaps.arcgis.com/stories/2ebb7c825c46446482acc07604a38856>

Can you send me the Civic Clerk City Council meeting dates and links to the viability documents identified below that were provided to City Council by Farrel and Larkin, the Developers, to meet these deadlines in the Pre-Development Agreement?"

"C. 5.(c) Financial Capacity. On or before June 1, 2024 , Developer agrees to provide the City with information regarding the experience, qualifications and financial capability of the Developer and its principals, and their ability to implement a feasible plan for the Project (including the identification of possible equity sources, debt sources and associated financial sureties), together with information listing the Developer's real estate development experience managing an investment and development team, including architects, engineers, attorneys, contractors, investors and lenders, capable of designing, financing, constructing, operating and managing the Project long-term. The Parties agree to cooperate as needed to facilitate the completion of these disclosures and assessments, including appropriate treatment of proprietary or confidential information. If the City after reasonable review is not satisfied with such disclosures and assessments, then the City shall have the right to terminate this Agreement. The City shall make such determination on or before July 1, 2024.

C. 2. Due Diligence Period. To determine whether the Project is viable, Developer agrees to undertake and perform due diligence with respect to the Memorial Block, as described below, from the date of this Agreement until December 31, 2024 (the "Due Diligence Period"). In the event the Developer has made a good faith effort to perform its due diligence requirements, as set forth below, but has not been able to complete such undertakings and analysis by December 31, 2024, through no fault of its own, or in part due to the City's inability to perform its obligations as set forth below, then the Developer shall have the right to extend the Due Diligence Period to June 30, 2025, subject to the consent of the City, which consent shall not be unreasonably withheld."

I'm sending this query to you two first, to get updates and get copies of these documents before I communicate with others, the full City Council and follow up on CEDO's intent to develop and post the RFP for the full "Gateway" a/k/a "Memorial" Block.

Solveig

Attachments:

- 2019_05_15_PWC_transcript_pdf_RFP_Minutes_Agenda_Item_7_Gateway_Block_Redevelopment.pdf
- 2024_02_12_Communication Solveig Overby, re Why has the City derailed the Gateway Block Request for Proposal process 21224 City Council Agenda Item 4.pdf
- 2024_03_08_EMAIL_CEDO_Pine_re_03_11_24_CC_Memo_Memorial_with_attachment.pdf
- 2024_03_09_EMAIL_to_City Council_re_Memorial_Block_Pre-Dev_Agreement_v2.pdf
- 2024_03_09_FPF_re_CEDO_post_Memorial_Block.pdf
- 2024_03_11_Memorial Block PreDevelopment Agreement v2_Clean.pdf
- 2024_03_26_Pre-Development Agreement Memorial Block FINAL Executed (PDF)_Posted_2024_07_16_OCR_.pdf
- 2022_Requests for Proposals for the Adaptive Reuse of Memorial Auditorium FINAL 10052022_0.pdf
- AllAttachments.zip

Lori Olberg

From: soverby@sover.net
Sent: Monday, March 24, 2025 11:45 AM
To: Joan Shannon; Mark Barlow; Melo Grant; Marek Broderick; Evan Litwin; Becca Brown McKnight; Sarah Carpenter; Joe Kane; Gene Bergman; Carter Neubieser; Benjamin Traverse
Cc: Lori Olberg
Subject: Forwarded: Here's the plan we need for Development of the Memorial Block - 3/24 City Council Meeting, Agenda Item 2.3

[WARNING]: This email was sent from someone outside of the City of Burlington.

To: Council President Ben Traverse, and Councilors Carter Neubieser, Eugene Bergman, Joe Kane, Sarah E Carpenter, Becca Brown McKnight, Evan Litwin, Marek Broderick, Melo Grant, Mark Barlow, and Joan Shannon,

Here is a plan for the Memorial Block redevelopment that makes sense. Thank you for your consideration of this alternative during your discussions at tonight's 15 minute "Work Session" on the "Memorial Block Update."

Solveig

From: "Carolyn Bates" <cbatesbt@gmail.com>
Sent: 3/24/25 11:03 AM
To: Solveig Overby <soverby@sover.net>, Carolyn Bates <cbatesbt@gmail.com>, Ben Traverse <btraverse@burlingtonvt.gov>, clerks@burlingtonvt.gov
Subject: Development - Memorial Block

Here is revised plan

Burlington City Council Office of the City Clerk 149 Church Street Burlington, VT 05401 Email: clerks@burlingtonvt.gov
Subject: Public Comment on Memorial Block Pre-Development Agreement
I am writing as a resident of Burlington to express my concerns regarding the Pre-Development Agreement between the City and Memorial Block, LLC, dated March 11, 2024, for the redevelopment of the 3-acre Memorial Block. While I support revitalizing this key downtown area, I believe the current terms of the agreement risk undervaluing a significant municipal asset and require further scrutiny to ensure Burlington's long-term interests are safeguarded.
Key Concerns

1. **Lack of Ground Lease Valuation**

The agreement's 99-year ground lease option (Section 7(d)) lacks a clear valuation of the compensation the City would receive. The Cushman & Wakefield appraisal, which values the property at \$10,825,000 in fee simple interest, does not analyze the leased fee interest or projected lease payments over 99 years. Without this, it's unclear whether the City will receive fair market value for relinquishing control of this prime land for nearly a century.

2. **Loss of City Control via Pad Sites**

Section 7(h) allows the Developer to create "pad sites" that could be transferred or subleased to third parties, potentially through an air-space condominium. Paired with the 99-year lease term, this provision risks transferring significant control to private entities, limiting the City's ability to influence the property's future use or reclaim it for public benefit within our lifetimes. This could prioritize developer profit over public interest, contrary to the City Charter's stewardship mandate (§ 3-448).

3. **Absence of Competitive Bidding**

The agreement was negotiated without a competitive bidding process or Request for Proposal (RFP). While the involvement of developers Eric Farrell and Joe Larkin may be well-intentioned, this no-bid approach raises questions about transparency and whether the City is securing the best possible deal for residents. A more open process could maximize value and public trust.

Legal Framework

Under Burlington's City Charter (24 V.S.A. App. § 3-55), the Council has authority to lease municipal property, but this is tempered by Vermont law and your fiduciary duty to act in the public's best interest. Vermont Statutes (24 V.S.A. § 1061) mandate that municipalities dispose of property in a way that ensures fair value unless a clear justification exists otherwise. Although the agreement includes consideration (e.g., Developer's property contributions and public amenities per Section 7(a)), the unspecified lease payment risks undervaluing a \$10.8M asset, potentially violating this standard.

Furthermore, the lack of competitive bidding could contravene transparency norms upheld in cases like *Donovan v. City of Burlington* (Vt. Supreme Court, 1996), which stressed public accountability. Recent litigation, such as *Hurley et al. v. City of Burlington* (Superior Court, Nov. 2024), reinforces that municipal actions must align with public benefit and legal constraints. Proceeding without ensuring fair compensation could expose the City to lawsuits for ultra vires acts or waste of public assets, risking litigation and injunctions.

Alternative Proposal: A Structured Ground Lease

To address these concerns while supporting development, I propose replacing the current framework with a 99-year ground lease featuring these terms:

- **Annual Rent:** Set at 5% of the appraised value (\$541,250/year), adjustable every 10 years based on CPI or reappraisal, ensuring consistent revenue.
- **Public Benefit Clause:** Mandate that 20% of the development be dedicated to affordable housing or public amenities (e.g., parks, community spaces), addressing Burlington's housing needs.

- **Reversion Rights:** Ensure the property reverts to City ownership at the lease's end, preserving future flexibility.
- **Transparency:** Subject lease terms to public comment and competitive bidding to enhance accountability.

This model, inspired by successful ground leases in cities like Boston, balances development with fair compensation and public benefit, aligning with Vermont law and reducing legal risks.

Requests to the Council

I respectfully urge you to:

1. Direct Cushman & Wakefield to update their appraisal to include a valuation of the 99-year ground lease option.
2. Amend Section 7(h) to maintain greater City oversight over pad site transfers, prioritizing public benefit.
3. Reconsider the agreement's structure, potentially pausing it to conduct an RFP process and adopt a robust ground lease model as outlined above.

Thank you.

From nick Aikey and carolyn bates

Carolyn Bates
802-238-4213
20 caroline stab
cbatesbt@gmail.com
[//carolynbates.com/books](http://carolynbates.com/books)

P.O. Box 1205. Burlington. VT. 05402-1205
Sent from my iPhone

Lori Olberg

From: soverby@sover.net
Sent: Sunday, March 23, 2025 11:50 AM
To: Lori Olberg
Subject: No ground lease valuation in appraisal; Developer resales of "pad sites" - 3/24 CC Agenda item 2.3 -Memorial Block Update
Attachments: Page 70 from Attachment D_VT-Burlington-Memorial Block_Apraisal_Final 16MAR25 _ocr.pdf; Pages 11-12 Attachment A_Item 7_ground_lease_pad_sites -Pre-Development Agreement - Burlington - Memorial Block FINAL Executed.pdf

[WARNING]: This email was sent from someone outside of the City of Burlington.

Lori,

Here is another communication to add to the Consent Agenda in addition to the one I sent you Friday afternoon. I am also sending this directly to the City Councilors.

Solveig

Council President Ben Traverse, and Councilors Carter Neubieser, Eugene Bergman, Joe Kane, Sarah E Carpenter, Becca Brown McKnight, Evan Litwin, Marek Broderick, Melo Grant, Mark Barlow, and Joan Shannon,

I am sharing two other items that City Councilors should find of concern with the no-bid, no-RFP giveaway of the City's prime, downtown 3 acres in the Gateway/Memorial Block to Developers Eric Farrell and Joe Larkin.

First, it appears that CUSHMAN & WAKEFIELD, the appraisal company, was not asked to do a valuation of the 3-acre Gateway/Memorial Block properties under the 99-year term ground lease option provided for in section 7 of the PreDevelopment Agreement. This is an omission that City Council should insist be corrected before proceeding further, so Council can consider the financial benefits of that option.

Further, if City Council were to endorse this plan as written, the City would cede control of the development of the entire 3-acre block to Developers Eric Farrell and Joe Larkin. Councilors and residents might like these two but Burlington residents do not want them to OWN Burlington. That's what's happening here.

The March 11, 2024 Pre-Development document has this clause:

7. (h) The Implementing Documents will grant Developer the ability to establish "pad sites", which are defined here to refer to stand-alone, developable parcels of land, to be transferred or subleased to entities which would then own individual buildings constructed as components of the Project, subject to the Implementing Documents. The Implementing Documents will allow for the establishment of an air-space condominium, as permitted by the Vermont Common Interest Ownership Act, to facilitate the establishment and transfer of such "pad sites".

This clause would forever cede control to the Developers for whatever happens on that block. I've attached a copy of Item 7 of the PreDevelopment Agreement at pages 11 and 12 where this clause is. Also, on page 70 of the agreement, the 99 year ground lease option is noted and this lease valuation should be provided to City Council as part of the appraisal process.

It appears that CUSHMAN & WAKEFIELD, the appraisal company, was not asked to do a valuation of the 3-acre Gateway/Memorial Block properties under the 99-year term ground lease option provided for in section

7 of the PreDevelopment Agreement. The appraisers should add a report section to their appraisal, with valuation adjustment calculations for a lease fee interest transaction including projected value of lease payments to the City over the 99-year ground lease.

On page 70, under "Property Rights Conveyed" the appraisal states:

"The property rights conveyed in a transaction typically have an impact on the sale price of a property. Acquiring the fee simple interest implies that the buyer is acquiring the full bundle of rights. Acquiring a leased fee interest typically means that the property being acquired is encumbered by at least one lease, which is a binding agreement transferring rights of use and occupancy to the tenant. A leasehold interest involves the acquisition of a lease, which conveys the rights to use and occupy the property to the buyer for a finite period of time. At the end of the lease term, there is typically no reversionary value to the leasehold interest. Since we are valuing the fee simple interest as reflected by each of the comparables, an adjustment for property rights is not required."

Page 3 of the appraisal states:

"This appraisal contemplates a proposed development scheme based on a hotel with 128 keys and 145 units of housing, of which 123 would be market rate and 22 would be inclusionary units with restricted rents at 65% of AMI, 44,000 square feet of commercial space and 365 structured parking spaces all based on a date of value of January 1, 2026. At that point in time it is assumed that the Memorial Auditorium and Mid-Town buildings are demolished and the fire station is vacant and available for redevelopment and approvals are in place for the proposed development scheme."

Land Valuation - Multi-Family Component (145 units)

Indicated Value: \$3,750,000 (Per Unit: \$25,862)

Land Valuation - Commercial Component (Including Fire House)

Indicated Value: \$3,750,000 (Land Value Per SF of Development Area \$85.23)

Land Valuation - Hotel Component (128 rooms)

Indicated Value: \$3,325,000 (Per Unit (128 Keys): \$25,977)

FINAL VALUE CONCLUSION

Real Property Interest: Fee Simple

Concluded Value: \$10,825,000

As I have established through my prior communications and supporting documents, this deal can only be characterized as a shocking privatization giveaway of valuable municipal property. It is in the power of this City Council to stop it.

There was no RFP. The deal was confidentially arranged between CEDO and these two developers. Because of this failure, City Council must insist on development terms that are in the interests of the City, not primarily those of the Developers. Councilors must, at a bare minimum, insist on a long-term ground lease to preserve this valuable municipal property for potential City needs in the future.

Solveig Overby

Discussion of Adjustments

Property Rights Conveyed

The property rights conveyed in a transaction typically have an impact on the sale price of a property. Acquiring the fee simple interest implies that the buyer is acquiring the full bundle of rights. Acquiring a leased fee interest typically means that the property being acquired is encumbered by at least one lease, which is a binding agreement transferring rights of use and occupancy to the tenant. A leasehold interest involves the acquisition of a lease, which conveys the rights to use and occupy the property to the buyer for a finite period of time. At the end of the lease term, there is typically no reversionary value to the leasehold interest. Since we are valuing the fee simple interest as reflected by each of the comparables, an adjustment for property rights is not required.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. In many situations the conditions of sale may significantly affect transaction prices. All sales used in this analysis are considered to be "arms-length" market transactions between both knowledgeable buyers and sellers on the open market.

- We note the Comparable 1 is a current listing. As such a negative adjustment was applied to account for this.

Financial Terms

The financial terms of a transaction can have an impact on the sale price of a property. A buyer who purchases an asset with favorable financing might pay a higher price, as the reduced cost of debt creates a favorable debt coverage ratio. A transaction involving above-market debt will typically involve a lower purchase price tied to the lower equity returns after debt service. We analyzed all of the transactions to account for atypical financing terms. To the best of our knowledge, all of the sales used in this analysis were accomplished with cash or market-oriented financing. Therefore, no adjustments were required.

Market Conditions

The sales that are included in this analysis occurred between July 2021 and September 2024, which were adjusted to the date of value using inflection points. A 5 percent annual market conditions adjustment was applied through June 2022. No adjustment was applied for sales that occurred after this date. Additionally, a one-time 5 percent negative adjustment was applied to all sales that occurred prior to June 2022, offset by the 5 percent annual market conditions adjustment, in order to account for the impact of increased interest rates on the commercial real estate market.

Location

An adjustment for location is required when the locational characteristics of a comparable property differ from those of the subject property. The subject is well located in a gateway location in Burlington. It offers good access to major employers and neighborhood amenities. We made a downward adjustment to those comparables considered superior in location compared to the subject. Conversely, upward adjustments were made to those comparables considered inferior.

- Positive adjustments were applied to Comparables 1, 2, 3, 4, and 5 to account for the inferior location. The comparables are in more suburban locations.

7. Implementing Documents. Upon the expiration of the Due Diligence Period, or the period covered by the Development Agreement referenced in Section 6 above, the Parties intend for Developer to convey to the City those elements of the Memorial Block that the City does not already own, and for the City (a) to ground lease to Developer those portions of the Memorial Block that are to be redeveloped, and/or (b) to establish other legal structure(s) that the Parties determine to be appropriate and in the best interests of the Project and the mutual best interests of each Party (collectively, "Implementing Documents"). In making such a determination, the Parties recognize that an appropriate legal structure for the Project may be one in which the City maintains ownership of all or a portion of the land using a mechanism other than a ground lease, and each Party shall act in good faith to consider the interests of the other Party. If the Parties determine that the Project is viable and that they desire for Developer to proceed to obtain Project Permits and work towards the construction of the Project and the relocation of the CFS to a new public safety facility, the City would prepare a draft ground lease for review and approval by Developer, and Developer would prepare drafts of the other Implementing Documents for review and approval by the City, in each case with the intent of drafting documents which, upon execution, would deliver site control to Developer. The City's execution of the Implementing Documents will require authorization from the Burlington City Council, and if authorization is granted it would be conditioned on Developer's conveyance of real property to the City, if required by the Implementing Documents, in the manner contemplated by this Agreement. The Parties anticipate that the Implementing Documents would include, without limitation, the following concepts:

(a) The consideration payable to the City pursuant to the Implementing Documents will reflect, among other factors, the value of: Developer's acquisition of 230 Main Street, 234 Main Street and 236 Main Street and contribution of such properties to the Project (as established by the Appraisal); Developer's acquisition of the College Street Congregational Church surface parking lot, if applicable, and contribution of such property to the Project (as established by the Appraisal); the City's contribution of Memorial Auditorium, the CFS, the Main Street parking lot, and the surface parking lot serving the Fletcher Free Library to the Project (as established by the Appraisal); Developer's costs to restore or demolish Memorial Auditorium; the Project's provision of public amenities, including infrastructure upgrades, assembly space, youth-led space, structured parking, and park space; the Project's provision of workforce, affordable and market housing; the Project's effect on the municipal Grand List; the Project's generation of municipal meals and rooms tax; the Project's generation of municipal sales tax, and; the Project's profitability.

(b) The City will reserve easements for water and sewer infrastructure and any other easements deemed necessary for public utilities or infrastructure through portions of the subject property that will be identified on a plan attached to the Implementing Documents.

(c) The Implementing Documents will include infrastructure and construction requirements established by the Burlington Department of Public Works.

(d) The Implementing Documents will be effective upon full execution, but if the Implementing Documents include a ground lease it will not take effect until all Project Permits will have issued and Developer will have satisfied all commencement contingencies and is prepared to commence construction, and in that case the ground lease will provide that once

construction commences the lease term will be 99 years.

(e) Commencement pursuant to the Implementing Document will be contingent on (i) the Parties' entry into a mutually satisfactory agreement with regard to the relocation of the CFS, (ii) Developer's receipt of all Project Permits, issued without conditions to which either Party objects, and such permits having become final and unappealable, (iii) the City's approval of the final Project program, plans and specifications, (iv) Developer being able to demonstrate to the City's reasonable satisfaction that it has sufficient financial capacity, through a mixture of equity and a debt financing, and other municipal, state, federal and private sources and considerations, to construct an agreed-upon scope of the work (it being understood that the Project will be constructed in phases), and (v) Developer's entry into a construction contract with a capable, reputable general contractor or construction manager which establishes either a guaranteed maximum price or lump sum price consistent with Developer's available sources of debt and equity financing, for a fixed construction term, to construct the first phase of the Project. If the contingencies are not satisfied by a date certain, the City shall have the right to the remedies set forth in the Implementing Documents. The Parties acknowledge that it will be necessary for Developer to obtain permits and approvals for the Project from the Burlington Development Review Board ("DRB"), that the DRB is an independent body not under the City's control, and that the City does not and cannot guaranty that the DRB will approve the Project.

(f) Developer will commit to a design process that engages public participation and solicits public feedback regarding the public spaces that are a component of the Project at the commencement of the design process and thereafter at intervals throughout the design process. At a minimum, the Developer will make a presentation to any Neighborhood Planning Assembly that accepts an offer to present information about the Project, and agrees to hold a public hearing at an appropriate City Council meeting.

(g) The City will provide Developer with active support during the regulatory review process.

(h) The Implementing Documents will grant Developer the ability to establish "pad sites", which are defined here to refer to stand-alone, developable parcels of land, to be transferred or subleased to entities which would then own individual buildings constructed as components of the Project, subject to the Implementing Documents. The Implementing Documents will allow for the establishment of an air-space condominium, as permitted by the Vermont Common Interest Ownership Act, to facilitate the establishment and transfer of such "pad sites".

(i) If the Implementing Documents include a ground lease it will establish a capital reserve requirement and will address the disposition of improvements at the expiration of the lease term.

(j) The Implementing Documents will include provisions designed to anticipate and address the needs of Project lenders.

8. Within one week of the full execution of this Agreement, Developer shall provide the City with an organizational chart which shall, without limitation, confirm that Eric Farrell and Joe

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Kids Fest

Celebrating health and safety!

A fun family party that combines New American Safety Day and the Greater Burlington YMCA Healthy Kids Day

April 26, 10:00am - 1:00pm

Held at the Greater Burlington YMCA | 298 College Street | Burlington

Visit with local organizations that focus on health and safety

Sign up for Camp Splash, join a group fitness sampler class

Kids activity booklet, bounce house, fun games in the gym

Music, Food, Family Fun

Interpreters available

(May include ASL, Arabic, Burmese, Dari, French, MaiMai/Somali, Nepali, Pashto, Spanish, Swahili, and Vietnamese)

Tons of fun activities for kids, and resources for families

Free bicycle helmets and t-shirts
(while they last, limited availability)

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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.

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

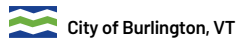
- Long-standing 40 year old program with proven finances
 - Board Finance Committee creates and reviews budget before being approved by full board
 - 2023 taxes and fiscal year 2025 budgets show positive financial operations
- In compliance with the Livable Wage ordinance, average of \$20/hour for educators
- 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 RNCCC'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?*

20 Allen Street

What is the total child capacity of your current program(s)? *

31

How many infants are served in the current program? *

7

How many toddlers are served in the current program? *

5

How many preschoolers are served in the current program? *

19

How many school age children are served in the current program? *

0

How many classrooms are in your current program? *

0

How many employees work in your program? *

10

How many children currently receive funding through the Child Care Financial Assistance Program (CCFAP)?*

20

What is your program's current number of STARS (Use 0 if your program is not enrolled in STARS)*

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? *

No

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? *

Yes

Does your program provide meals for children? *

No

What is the range of hourly wages for your staff? Lowest, median/average, and highest hourly wage? *

\$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)

20 Allen Street

Room/suite

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

Beth Workman, Executive Director

Type or print name and title

02/10/2025

Date

Paid Preparer Use Only

Print/Type preparer's name

Robert W. Sinkewicz, CPA

Preparer's signature

Robert W. Sinkewicz, CPA

Date

02/10/2025Check ☒ if self-employed

PTIN

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)578-7896May 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)? If "Yes," complete Schedule A	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? If "Yes," complete Schedule C, Part 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? If "Yes," complete Schedule C, Part II	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? If "Yes," complete Schedule C, Part III	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? If "Yes," complete Schedule D, Part 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? If "Yes," complete Schedule D, Part II	7	X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III	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? If "Yes," complete Schedule D, Part IV	9	X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? If "Yes," complete Schedule D, Part V	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? If "Yes," complete Schedule D, Part VI	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? If "Yes," complete Schedule D, Part VII	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? If "Yes," complete Schedule D, Part VIII	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? If "Yes," complete Schedule D, Part IX	11d	X
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	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)? If "Yes," complete Schedule D, Part X	11f	X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII	12a	X
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional	12b	X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	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? If "Yes," complete Schedule F, Parts I and IV	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? If "Yes," complete Schedule F, Parts II and IV	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? If "Yes," complete Schedule F, Parts III and IV	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? If "Yes," complete Schedule G, Part I. See instructions	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? If "Yes," complete Schedule G, Part II	18	X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III	19	X
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H	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? If "Yes," complete Schedule I, Parts I and II	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 (continued)		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? If "No" to line 3b, provide an explanation on Schedule O	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? If "No," provide an explanation on Schedule O	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.			
	Business Code						
Program Service Revenue	2a	Fees & Tuition	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 (ii) Personal				
	b	Less: rental expenses					
	c	Rental income or (loss)					
	d	Net rental income or (loss)					
	7a	Gross amount from sales of assets other than inventory	(i) Securities (ii) Other				
	b	Less: cost or other basis and sales expenses					
	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	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 33¹/₃% support tests—2023.** If the organization did not check the box on line 14, and line 15 is more than 33¹/₃%, and line 17 is not more than 33¹/₃%, check this box and **stop here**. The organization qualifies as a publicly supported organization . . . ☐
- b 33¹/₃% support tests—2022.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33¹/₃%, and line 18 is not more than 33¹/₃%, 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.)

**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



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](mailto:rreese@burlingtonvt.gov) (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

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.

2025-2026 Tobacco License and Tobacco Substitute Endorsement Renewals
Regular City Council Meeting, Monday, April 14, 2025

Tobacco:

JR's Corner Store
Kerry's Old North End Variety
Kerry's Quik Stop

Tobacco Substitute Endorsements:

JR's Corner Store
Kerry's Old North End Variety
Kerry's Quik Stop

2025-2026 Indoor/Outdoor Entertainment License Renewals
Regular City Council Meeting, Monday, April 14, 2025

Indoor Entertainment License:

American Flatbread Burlington Hearth
Burlington Country Club Corp
Butter
Einstein's Tap House
Elks BPOE Burlington Lodge 916
Finnigan's Pub
Hotel Vermont
J Brewskis, LLC
Lincolns
Switchback Brewing Co.
Tap House & Beer Garden
The 126
The Boardroom
The Skinny Pancake

Outdoor Entertainment License:

American Flatbread Burlington Hearth
Burlington Country Club Corp
Butter
Farmhouse Tap & Grill
Finnigan's Pub
Hotel Vermont
J Brewskis, LLC
Switchback Brewing Co.
Tap House & Beer Garden
The Skinny Pancake



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

TO: Mayor and City Council
FROM: Brian Pine, CEDO Director
Katherine Schad, Chief Administrative Officer
DATE: April 14, 2025
RE: Update on the sale of 200 Church St.

This memo serves as an update only (no Council action needed) on the sale of the City-owned property at 200 Church St.

In May of 2024, the City Council authorized the sale of the subject property. While the City generally prefers to retain its real estate assets, the unique characteristics of this property were no longer serving the needs of the City. Sharing a building with a non-City organization presents challenges for employees who work and visit 200 Church, including very noisy trucks as well as loud workplace “conversations” that include inappropriate language. This, combined with the planned departure of CEDO’s Community Justice Center in early 2026 and the lack of funds available for the City to make capital improvements to this property were the driving forces behind the decision to divest of this asset.

Background

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

The City’s Human Resources/Payroll Department and CEDO’s Community Justice Center (CJC) currently occupy the first floor. The CJC is planning to relocate in early 2026 to the ground floor of the new building being developed by Champlain Housing Trust at 176 South Winooski Avenue. The City’s intention is to secure suitable replacement space for the HR Department and the Payroll team before the end of February 2026 or, as is explained below, BT has offered to negotiate a lease at market rate.

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

In addition to the property being subject to the APA terms, it is important to note the building was in need of major capital improvements with a new roof and entirely new HVAC system when the sale was being contemplated. The estimated cost for these upgrades was between \$900,000 and \$1.2 Million.

The City has no designated capital reserve account for this specific building, so the cost for this work would have come from the City's annual capital plan for other priorities like streets, sidewalks and other critical repairs to City buildings.

Purchase and Sale Agreement

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

- A purchase price of \$1,571,575 was derived using the average of two independent appraisals and calculating the Income Capitalization value. This is a standard approach to establishing values involving commercial real estate.
- The parties executed a binding Contract in May 2024 with the sale of the building set to occur in early 2025.
- After executing the Contract, BT began a due diligence period that was scheduled to end 30-60 days before the sale – February 28, 2025. This deadline was extended to April 30th for reasons explained later in this memo.
- BT also made critical property upgrades to both the roof and HVAC systems at their cost and under their management.
- City retained the right to review and approve the project specifications to protect the asset should the sale not reach fruition.
- If the sale does not reach closing due reasons beyond BT's control, the City will reimburse BT for these capital costs.
- City departments will remain in the building until 12/31/25 rent-free with the City paying a pro-rata share of operating costs. The City currently pays for the operating costs associated with the space used by City staff so this represents no change in how those costs are covered.
- If the City departments are unable to relocate by the end of 2025, BT will extend this offer to 3/31/26, at which time BT has expressed willingness to negotiate a lease at market rate for the space if required by the City.

Reasons for the delay of this transaction

Most of the due diligence items are the responsibility of BT. However, during the ravine sewer relocation construction last summer, an unknown Underground Storage Tank (UST) was uncovered at the rear portion of the property. This required the City to undertake certain actions that are required by state regulation: testing for the presence of hazardous petroleum products within the tank and an assessment for any possible leaking into the surrounding soils. Once these assessments were completed, the City was required to follow the State of Vermont procedures for removal and remediation of a UST. This process was successfully concluded in February, and the City paid the cost of the UST removal and clean-up with City capital fund dollars that will be reimbursed from the proceeds of the sale.

In addition, BT raised concerns about the damage to the foundation caused by vibrations from the City's nearby Ravine Sewer work and asserted the observation of new cracks in the foundation walls. The City confirmed that some cracks occurred and has engaged a contractor to carry out the necessary repairs. Lastly, BT reported finding a small, exposed section of pipe insulation in the basement that appears to consist of asbestos-containing materials. They have requested that the City remove the pipe insulation as part of the repairs being performed to the foundation walls. The City has agreed to these requests and the costs will also be recovered from the proceeds of the sale.

The above-referenced work is estimated to cost up to \$40,000. This amount has been set aside in the capital fund, and any funds spent will be reimbursed from the proceeds of the sale.

Remaining due diligence items and logistics for City office relocation

BT requested a 60-day extension to the due diligence period (now April 30). BT has identified various easements and encumbrance licenses that they are seeking to resolve before the sale takes place. The City is currently working with BT to resolve these issues and we expect this work and the repairs mentioned above to conclude by the end of April. Assuming that this is achievable, the closing could occur on or before May 30th.

The plans for relocating the HR staff are uncertain at this point in time. However, the new CJC offices will be ready by late February 2026 in the new CHT building around the corner on South Winooski Ave. The City is committed to relocating the CJC and HR as planned by the end of February 2026, but there is an option for the City to continue renting the space if necessary. BT has agreed to negotiate a provisional lease at market rate for the space if desired by the City after March 31, 2026.

Please let us know if you have any questions about any of this information.

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Brian Pine

Title/Subject: Update on proposed sale of 200 Church St.

	Approval:	Meeting Date:
☐	Board of Finance	N/A
☒	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	4/7/2025	Brian Pine
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	4/4/2025	Emmett Wood
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	Update memo only
Contract Attached, if applicable?	No	N/A
Additional Materials, if necessary	No	N/A
Draft Resolution or Motion?	Yes	No action at this time
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

JESSICA C. BROWN, ESQ.
City Attorney
KIMBERLEE J. STURTEVANT, ESQ.
ACA, Director of Litigation
HAYLEY I. McCLENAHAN, ESQ.
Assistant City Attorney
ERIK RAMAKRISHNAN, ESQ.
Assistant City Attorney
EMMETT WOOD, ESQ.
Assistant City Attorney



149 Church Street
Burlington, VT 05401-8489
Phone: (802) 865-7121
Fax: (802) 865-7123
TTY: (802) 865-7142

CITY OF BURLINGTON, VERMONT
OFFICE OF
THE CITY ATTORNEY
AND
CORPORATION COUNSEL

Annual Report on Livable Wage
Ordinance — FY25

To: Mayor Mulvaney-Stanak and City Council
From: City Attorney's Office
Date: April 14, 2025

As the City Council is aware, the City's compliance monitors retired just prior to the beginning of Fiscal Year 2025. Thereafter, the City had difficulty identifying new compliance monitors. Changes were made to the Livable Wage Ordinance to bring compliance monitoring in-house. The ordinance changes were adopted in mid-November 2024 and officially took effect in January 2025. The two most significant changes involve aligning the ordinance to the Davis-Bacon Act for certain types of projects and requiring certified payroll records for larger contracts not covered under the Davis-Bacon Act. The City Attorney's Office worked in conjunction with the Clerk-Treasurer's Office to inform vendors and City staff of the new rules and have been working since January to implement new monitoring procedures as established by the amended Ordinance. Vendors are beginning to provide required payroll records, and staff is prepared to being implementing its monitoring plan this month.

This is the City Attorney's Annual Report on the Livable Wage Ordinance for FY25 (April 15, 2024, to April 14, 2025).

(a) *A list of all covered employers broken down by department.*

Attached are lists of the reported contracts covered by the Livable Wage Ordinance (CW Livable Wage Report 2025 and BED Livable Wage Report 2025). BED continues to maintain its own lists of contracts, and all other departments are contained in the attached ContractWorks database maintained by the City Attorney's Office. The City Attorney's Office is currently reviewing the way ContractWorks is being utilized by City Departments to ensure compliance with livable wage reporting.

(b) A list of all covered employers whose service contract did not contain the language required by this article.

All written contracts identified in the list contain the language required by this article and/or a written certificate of compliance. The column entitled “Date Livable Wage Certification received” shows the dates of the most recent certifications provided to this office. On the BED list, all certifications are current as of April 11, 2025.

(c) All complaints filed and investigated by the City Attorney’s Office and the results of such investigation.

Since the last annual report, the City Attorney's Office received no livable-wage complaints.

The City Attorney’s Office will continue to strive to educate Departments around the requirements of the Ordinance, the need for clear and accurate reporting and their responsibility in holding contractors accountable throughout the duration of their projects with the City.

BED LIVABLE WAGE FY25							
VENDOR#	VENDORNAME	CONTACTNAME	CITY	ADDRESS1	STATE	ZIPCODE	PHONE #
2	GE STEAM POWER INC	JEFFREY.PAINTER@GE.COM	WINDSOR	175 ADDISON RD	CT	5754208	804-763-2025
52	APCO BUILDING MAINTAINANCE INC	APCOBLDG@HOTMAIL.COM	BURLINGTON	74 CRESCENT BEACH DR	VT	05408	802-863-6484
189	DEMAG RIGGERS & CRANE SERVICE	CRANE@DEMAGRIGGERS.COM	WILLISTION	100 DEMAG DRIVE	VT	05495	802-863-3642
285	GREEN MOUNTAIN POWER CORPORATI		RUTLAND	ACCOUNTS PAYABLE	VT	05701	802-864-5731
419	NEW ENGLAND CENTRAL RAILROAD I	NECR-CS@GWRR.COM	ST ALBANS	2 FEDERAL ST	VT	05478	210-527-3530
462	KPMG LLP	KNEWTON@KPMG.COM	COLCHESTER	356 MOUNTAIN VIEW DR	VT	05446	802-864-7491
497	RAY ENGINEERING COMPANY INC	JIM@RAYENGINEERINGCO.C	WESTFORD	1 PARK DRIVE	MA	01886	978-392-9911
2546	CUMMINGS ELECTRIC P.C.	GLENN@CUMMINGSELECTRIC.CO	COLCHESTER	65 LAKEWOOD COURT	VT	05446	802-658-1292
2739	RESOURCE MANAGEMENT INC	RMI@RMIRECYCLES.COM	HOLDERNESS	1171 NH RT 175	NH	03245	603-536-8900
3168	DILLON BOILER SERVICES CO INC	KATHYC@DILLONBLR.COM	FITCHBURG	380 CRAWFORD STREET	MA	01420	978-345-4351
3539	ZAMPELL REFRACTORIES INC		NEWBURYPORT	3 STANLEY TUCKER DRIVE	MA	019504017	978-465-0055
3553	TRC COMPANIES INC	MMARTIN@TRCSOLUTIONS.COM	LOWELL	650 SUFFOLK STREET	MA	01854	978-656-3550
3657	DMS MACHINING AND FABRICATION	JCHAPMAN@DMSMACHINE.COM	BARRE	10 TRANSPORT DRIVE	VT	05641	800-649-1088
5032	WESTAFF	BRIAN	BURLINGTON	74 MAIN STREET	VT	05401	802-862-6500
5379	TODD CHAGNON CONSTRUCTION, INC	TCCONSTRUCTION.TODD@GMAIL	SOUTH HERO	29 DEBUQUE LANE	VT	054864916	802-316-2549
5538	SUMMIT FIRE AND SECURITY	JULIE.SUMMITFIREVT@GMAIL.	COLCHESTER	PO BOX 91	VT	05446	802-497-1925
5973	US ECOLOGY	JOHN.WELCH@USECOLOGY.COM	WILLISTON	280 COMMERCE ST	VT	05495	802-488-3901
6105	MAUELL	JAKE.JANICKI@MAUELL.COM	DILLSBURG	31 OLD CABIN HOLLOW ROAD	PA	17019	717-432-8686
6462	EHOSTOR TECHNOLOGIES	CALEB.MORGAN@EHOSTOR.COM	BURLINGTON	50 LAKESIDE	VT	05401	508-737-9314
6588	GREEN MOUNTAIN FLAGGING		WILLISTOIN	25 WENTWORTH DRIVE	VT	05495	802-662-1210
6748	BOURNE'S ENERGY	JIMK@BOURNES.NET	MORRISVILLE	72 LOWER MAIN ST	VT	05661	800-326-8763
6816	SURVALENT TECHNOLOGY	TOM SZONNTAG	BUFFALO	1967 WEHRLE DRIVE	NY	14221	610-715-4609
6849	UNITED UTILITY SUPPLIES	GAIL DOLAN	LOUISVILLE	C/O E.L. FLOWERS & ASSOCI	KY	40223	508-347-2351
6864	ANDRITZ HYDRO CORP USA	GARRETT POWLAS	CHARLOTTE	10735 DAVID TAYLOR DR	NC	28262	704-731-8938
6893	BANCROFT CONTRACTING CORP	JOE COSTELLO	SOUTH PARIS	23 PHILLIPS RD	ME	04281	607-237-3073

Name	Livable Wage Certification required?	Date Livable Wage Certification received?	Uploaded Date	Description	Effective Date	Expiration Date	Total Value/Cost	Vendor Name
Alliance Group (Pratt & Smith) - Main On-Call Services Agreement with Attachments - signed.pdf	Yes	07/03/2024	01/02/2025 05:42	On-Call Agreement for Electrical & Controls Services	01/02/2025	12/31/2029	150,000.00	Alliance Group Services, LLC
BFD & Mountain Air Boiler Service Agreement 2025.pdf	Yes	03/05/2025	03/07/2025 01:16	Scheduled Maintenance on boilers at all 5 stations	03/07/2025	06/30/2025	4,479.00	Mountain Air Systems
BH Assessment Study FFF.pdf	Yes	07/02/2024	08/27/2024 01:16	Conditions Assessment Study on the Boathouse	07/12/2024	06/30/2026	181,175.00	Freeman French Freeman, Inc.
BP Wastewater Main On-Call CCTV Inspection Services Agreement with Attachments - signed.pdf	Yes	07/10/2024	01/10/2024 05:42	On-Call CCTV Inspection Services	01/09/2024	12/31/2025	150,000.00	BP Wastewater Services
BP Wastewater Services - Main On-Call Excavation Agreement with Attachments - signed.pdf	Yes	07/10/2024	09/05/2023 08:11	On-Call Excavation Services	09/05/2023	12/31/2026	200,000.00	BP Wastewater Services
Burlington City RF1-311 CC1 EXECUTED STEP II+III Manhattan Drive	Yes	02/27/2025	03/10/2025 01:16	Final design, bidding, construction and post construction phase services associated with the stabilization and repair of three municipal stormwater outfalls along Manhattan Drive (IV8.0, IV9.0, IV10.0)	02/27/2025	06/30/9999	1,069,575.99	Vanasse Hangen Brustlin
Burlington IPP Agreement 11-7-19 - EXECUTED.pdf	Yes	07/05/2023	04/11/2024 07:11	Industrial Pollution Prevention Program Development	11/07/2019	06/30/2025	398,881.00	Hoyle, Tanner & Associates, Inc.
Burlington VT Contract - ADS Flow Metering Services - EXECUTED with Attachments - signed.pdf	Yes	09/19/2023	12/27/2023 10:45	Flow Metering	09/20/2023	04/01/2026	480,000.00	ADS Environmental Services
Calahan Shared Use Path TAP TA23(15).pdf	Yes	10/30/2023	08/27/2024 10:45	Design of Shared Use Path at Calahan Park	11/30/2023	12/31/2025	72,000.00	Stantec Consulting Services, Inc.
CEDO-CHT FY25 Elmwood Contract 07-02-2024.pdf	Yes	08/08/2024	08/09/2024 11:16	Contract between City of Burlington and Champlain Housing Trust regarding Elmwood Community Emergency Shelter for FY25	07/01/2024	06/30/2025	1,096,511.00	Champlain Housing Trust
City Hall Boiler Replacement Contract - Signed.pdf	Yes	12/03/2024	01/14/2025 12:45	Construction Contract for Boiler	12/19/2024	02/01/2025	105,998.00	Vermont Mechanical, Inc.
Climate Systems Prev Maint Agmt 7-01-2024 - 6-30-2025.pdf	Yes	07/23/2024	07/18/2024 01:16	HVAC Preventative Maint Contract	07/01/2024	06/30/2025	3,200.00	Climate Systems
ContractFriends of the Frame FINAL.pdf	Yes	04/03/2024	04/04/2024 07:11	Moran FRAME Site Activation and Moran FRAME Phase 2 Capital Campaign Strategy	03/29/2024	12/31/2025	105,000.00	Friends of The FRAME
CSM Holiday Lighting Signed Agreement - signed.pdf	Yes	10/02/2020	09/15/2023 07:11	Holiday Lighting	09/14/2023	05/31/2026	101,445.00	SavATree
ECI - Main On-Call Excavation Agreement with Attachments - Executed with Attachments - signed.pdf	Yes	07/06/2023	10/12/2023 04:45	On-Call Excavation Services	10/11/2023	12/31/2026	200,000.00	Engineers Construction Inc.
ESA-Stormwater Outfalls-Group 1-Step 1- VHB EJCDCE500 - 5.01-2024.pdf	Yes	05/28/2024	03/13/2025 07:11	Preliminary Engineering services for the improvement of critical outfall priority group 1 which includes stormwater outfall WR7.0 (Asset ID TO-0097)	05/30/2024	05/30/9999	97,100.00	Vanasse Hangen Brustlin
EV Fire Station #1 Truck Bay Floor Replacement.pdf	Yes	09/27/2024	10/15/2024 08:11	Replacement of an existing stair and reinforcing of existing concrete and steel floor at Station #1	01/18/2024	03/31/2025	20,500.00	Engineering Ventures PC
Final Contract Package IETS 2021 AAAE BTV (AAAE Executed).pdf	Yes	02/12/2021	03/19/2021 06:11	develop, deliver & maintain digital interactive employee training	03/11/2021	06/30/2026	113,915.00	American Association of Airport Executives
GS Main St RE Outreach Contract-Less RFP - EXECUTED.pdf	Yes	04/11/2023	01/16/2024 10:45	EIV Resident Engineering Contract	06/20/2023	11/30/2026	1,636,876.00	EIV Technical Services
Installation of Cameras on City Property.pdf	Yes	10/17/2024	01/14/2025 01:16	Construction Contract to Install Cameras	10/17/2024	04/01/2025	46,294.70	The Royal Group, Inc.
Main Street Pixel Patch - Artist Agreement 10.12.2023 Final (reduced)	Yes	06/07/2023	01/16/2024 10:45	Artist Agreement - Pixel Patch	08/21/2023	12/31/2026	28,500.00	Pixel Patch Creative, LLC
Main Street Project Lydia Kern - Artist Agreement.pdf	Yes	06/02/2023	01/16/2024 10:45	Artist Agreement - Lydia Kern	08/21/2023	12/31/2025	8,085.00	Lydia C Kern Studio
Main Street Project Nancy WM Studio - Artist Agreement FINAL 8.21	Yes	08/09/2023	01/16/2024 10:45	Artist Agreement - Nancy Winship Milliken	08/21/2023	12/31/2025	15,550.00	Nancy Winship Milliken Studio LLC
Main Street Project wowahus - Artist Agreement Final 8.4.2023 FINAL	Yes	06/09/2023	01/16/2024 11:16	Artist Agreement - WOWHAUS	08/04/2023	12/31/2026	14,561.00	WOWHAUS
MK Commercial Diving - Main On-Call Services Agreement with Attachments - signed.pdf	Yes	07/10/2023	12/02/2022 11:16	Underwater Infrastructure Inspection Services	12/02/2022	12/31/2026	90,000.00	M&K Commercial Diving
Mountain Air Systems, Inc. - Main On-Call Services Agreement with Attachments - signed.pdf	Yes	07/10/2024	01/03/2025 11:16	On-Call Agreement for Plumbing & Mechanical Services	01/03/2025	12/31/2029	150,000.00	Mountain Air Systems, LLC
Nolan Electric LLC - Main On-Call Services Agreement with Attachments - signed.pdf	Yes	08/30/2024	01/07/2025 05:42	On-Call Agreement for Electrical & Controls Services	01/07/2025	12/31/2029	150,000.00	Nolan Electric LLC
Paragon - Seasonal Lawn Maintenance Services Agreement with Attachments - signed.pdf	Yes	07/07/2024	04/21/2023 11:16	Seasonal Lawn Maintenance Services	04/21/2023	12/31/2027	55,302.00	Paragon
PP Septic Main On-Call CCTV Inspection Services Agreement with Attachments - signed.pdf	Yes	12/23/2023	01/10/2024 06:45	On-Call CCTV Inspection Services	01/10/2024	12/31/2025	150,000.00	P&P Septic Service, Inc.
Restoration of City Hall Exterior.pdf	Yes	07/24/2023	08/27/2024 08:11	Restoration of Exterior of City Hall	08/30/2023	12/31/2031	128,870.00	Heritage Environmental Projects, Inc.
SDI - Main On-Call Excavation Agreement with Attachments - Executed with Attachments - signed.pdf	Yes	08/18/2023	10/10/2023 05:45	On-Call Excavation Services	10/10/2023	12/31/2026	200,000.00	S.D. Ireland Brothers
signedj.labrecque_snow plow contract_2023 - signed.pdf	Yes	10/19/2020	03/20/2024 12:11	snow removal	10/01/2023	04/30/2026	173,100.00	J. Labrecque, LLC
signedj.labrecque_snow plow contract_2023 - signed.pdf	Yes	09/26/2023	09/29/2023 01:16	snow removal	10/01/2023	04/30/2026	173,100.00	J. Labrecque, LLC
Stantec Design Contract CDS Cherry RAISE fullyexecuted.pdf	Yes	03/22/2024	04/11/2024 06:45	CDS Cherry & RAISE Reconnecting Downtown Engineering Design contract	03/22/2024	12/31/2028	2,217,249.00	Stantec Consulting Services, Inc

Utility Services Co. Inc. - Master Service Agreement (A).pdf	Yes	07/19/2019	07/25/2019 09:4 rehab and maintenance of city water storage tanks (funds are authorized via WAA)	07/23/2019	06/30/2029		Utility Services Co Inc
Vermont Mechanical, Inc. - Main On-Call Services Agreement with At	Yes	11/06/2024	01/03/2025 11:2 On-Call Agreement for Plumbing & Mechanical Services	01/03/2025	12/31/2029	150,000.00	Vermont Mechanical, Inc.
VHB BH Dredging Contract.pdf	Yes	12/13/2024	01/16/2025 08:6 For Management, Planning & Design for Dredging Project	12/13/2024	06/30/2025	42,851.00	Vanasse Hangen Brustlin, Inc. (VHB)
VHB Contract Burlington STP BP21(11) Intervale Rd Path_fully execu	Yes	06/30/2022	10/05/2022 08:1 Contract for engineering services for the Intervale Road Path	09/13/2022	06/30/2027	198,865.00	Vanasse Hangen Brustlin Inc
VT Center for Responder Wellness FY2025 Contract partially execute	Yes	06/24/2024	07/09/2024 06:3 Psychological services	07/01/2024	06/30/2025	22,000.00	VT Center for Responder Wellness

Board of Finance and City Council Submission Checklist

Department: City Attorney Submitter: Kristen Kaichen

Title/Subject: Livable Wage Rate FY25

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	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	N/A	Click or tap to enter a date.	Click or tap here to enter text.
Mayor's Office informed and approved memo	N/A	Click or tap to enter a date.	Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/8/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	N/A	Click or tap to enter a date.	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

FROM: Julia Ursaki, PE, Public Works Transportation Engineer
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.

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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 ChecklistDepartment: Department of Public Works Submitter: Julia UrsakiTitle/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



**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 – 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:

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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 ChecklistDepartment: DPW Submitter: Chapin SpencerTitle/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.



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DEPARTMENT OF PUBLIC WORKS**

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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
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- Division Director – Water Resources
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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:

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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.
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3. Each division director position has significant current and upcoming challenges that will require adept leadership:
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 - 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

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- Gallagher & Flynn Compensation Reviews, December 2023, Summer 2024
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- 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 ChecklistDepartment: DPW Submitter: Chapin SpencerTitle/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.

Lori Olberg

From: Rep. Chloe Tomlinson <info@progressiveparty.org>
Sent: Monday, March 24, 2025 12:02 PM
To: burlingtontownclerk
Subject: Rep. Chloe Tomlinson: Public transit is essential

For more information,
 please contact the City Clerk's Office

[WARNING]: This email was sent from someone outside of the City of Burlington.

x

x

Friend -

Public transit is essential to making sure our transportation system meets the basic mobility needs of all Vermonters - including those who can't afford a car; our elders who no longer drive; youth who don't yet have a license; newly arrived refugee and immigrant families; folks with disabilities; and others who don't have access to a driver's license.

When people don't have reliable access to transportation, it hinders their ability to get to the doctor, to work, to child care, and to shop for food and basic needs. Additionally, it's an economic justice issue. Vermont households spend more than \$3,200 on average on transportation expenses annually, up from \$2,600 in 2019. Further, the transportation burden falls the hardest on lower income households, and more rural households who pay a higher percentage of their income in transportation costs.

Public transit has benefits not just for the individuals or households who utilize it, but all of us. It adds to the economic vibrancy of our communities, decreases congestion, protects our air quality, and decreases our emissions - which is particularly important as our transportation sector makes up the biggest portion of Vermont's greenhouse gas emissions.

Despite the demonstrated value of public transit, our Transportation Budget of nearly 900 million dollars only dedicates 6% of funding to public transit. This is a 5% decrease from last fiscal year. Green Mountain Transit

FOR THE CITY OF BURLINGTON ONLY

Lori Olberg

From: VLCT Weekly Legislative Report <info@vlct.org>
Sent: Monday, March 24, 2025 1:08 PM
To: Lori Olberg
Subject: March 24, 2025

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The calendar says it's spring, and the State House is buzzing with bills needing to move. This issue of the *Weekly Legislative Report* provides updates on the Senate's omnibus housing bill (S.127), the flood recovery bill (H.397), House budget cuts, and more.

As always, please stay in touch. We want to hear your ideas, feedback, and concerns.

[Read the Weekly Legislative Report](#)



Advocacy Chat

Be sure to join us, **TODAY, March 24 at 1 PM** for our next Advocacy Chat.

[Register now!](#)

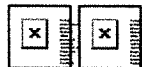
Chats occur every other Monday. We rely on hearing your ideas and concerns as the session progresses. You can view previous Advocacy Chats.

[This week at VLCT](#)
>>>

[UPDATED Town Clerk's Handbook](#)

[2025 Events & Training Schedule](#)

[VLCT Store](#)



Manage Your Preferences

Email mailings@vlct.org to subscribe or unsubscribe from the *Weekly Legislative Report*.

Vt. League of Cities & Towns | 89 Main St. Suite 4 | Montpelier, VT 05602 US

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Lori Olberg

FOR INFORMATION ONLY

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Monday, March 24, 2025 5:24 PM
To: burlingtowntownclerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

[WARNING]: This email was sent from someone outside of the City of Burlington.

You are receiving this message because you have been signed up to receive email notifications via the Vermont Agency of Natural Resources' Environmental Notice Bulletin (ENB). These notifications are intended to inform you of environmental activities relevant to your town or organization based on location or activity type.

Below are current activities for which you have been signed up to receive notifications. To view the details of these activities please [visit the ENB](#). When one or more activities that match your specific criteria is posted to ENB, you will receive a single email notification compiling the information. If you have been signed up to receive updates step-by-step throughout the review process for these activities the updates will appear in the second half of the email.

To modify the subscription, please contact the staff person listed on the individual activity page or the ENB Administrator at anr.enbadministrator@vermont.gov.

Regards,
ENB Support
Vermont Agency of Natural Resources

New Activities

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Status
Approval to Sell Bottled Water in Vermont	VT0021042 - BLUETRITON BRANDS INC ONTARIO CA	21042-25.0	BLUETRITON BRANDS INC.	Statewide	Final Decision Reached - Appeal Period

Lori Olberg

FOR OFFICIAL USE ONLY

From: VLCT News <info@vlct.org>
Sent: Tuesday, March 25, 2025 3:10 PM
To: Lori Olberg
Subject: Clerk's Handbook, PACIF WC Audits Begin, Many Trainings, and more

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For more information, visit
www.vlct.org
or call 802.255.1234

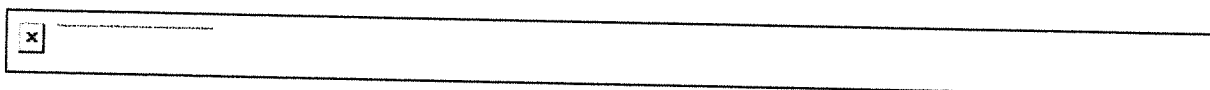
News

Resources

Events

Advocacy

Jobs



The Town Clerk's Handbook is now posted at vlct.org! We extend special thanks to the working group of town clerks who helped update this essential resource.

Announcements & Updates

Many "Omnibus" Bills are Moving in the State House

The non-fiscal bills have crossed between the chambers and many bills with large implications for municipalities are advancing in the committee process. Read the latest from Josh and Samantha.

PACIF Workers' Compensation Audits Have Begun

If you are our contact for PACIF, please note this week's email from Notifications@OrigamiRisk.com explaining the updated process for reporting 2024 employee payroll and role information by 4/30.

Need Help Completing Your Town's April 2025 ARPA Reporting?

You will find many helpful links on this webpage.

Local Emergency Management Plans (LEMP) Due 6/1

Contact your Vermont Emergency Management Regional Coordinator now for 1-to-1 assistance and to discuss the 2025 LEMP changes.

Helping to Keep Municipal Members' Dues In Check

Non-dues revenue from our corporate sponsors – Casella, Green Mountain Power, and NEMRC – helps broaden the range of VLCT's member benefits. Click on the 2024-2025 Sponsors tab for web links to them and other current members of our Business Alliance Program.

New Resources

Updated Model Rules of Procedure for Municipal Public Bodies

Comply with Vermont's current Open Meeting Law by customizing the freshly updated Word file to replace your municipality's current rules of procedure for public bodies.

FOR INFORMATION ONLY

Lori Olberg

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Friday, March 28, 2025 5:17 PM
To: burlingtontownclerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

[WARNING]: This email was sent from someone outside of the City of Burlington.

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Regards,
ENB Support
Vermont Agency of Natural Resources

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status
Category 1 Underground Storage Tank - Operating/Renewal	Burlington Harbor Marina LLC	3147-18392	Burlington Harbor Marina LLC	Burlington	The administrative record set for this activity has been modified. Please visit the ENB to view the activity profile.	2025-03-28	Final Decision Reached - Appeal Period

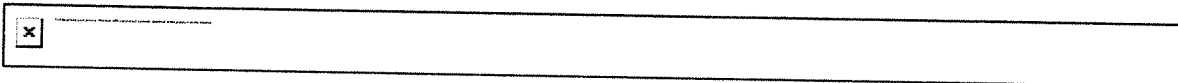
Lori Olberg

From: VLCT <info@vlct.org>
Sent: Tuesday, April 1, 2025 11:32 AM
To: Lori Olberg
Subject: VLCT Appoints Phil Latvis to Lead Risk Management Services

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Do Not Republish
Source: City of Burlington

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FOR IMMEDIATE RELEASE

Tuesday, April 1, 2025

Contact: press@vlct.org | 802-229-9111

Vermont's Top Municipal Insurance Provider Appoints Phil Latvis to Lead Risk Management Services

The Vermont League of Cities and Towns (VLCT) has appointed seasoned Vermont insurance professional and Enfield, N.H. resident Phil Latvis to the position of Director of Risk Management Services. Latvis, who currently serves as the Executive Director of the Vermont Department of Financial Regulation (DFR), has more than 30 years of insurance experience.

Latvis will direct all aspects of VLCT's Property and Casualty Intermunicipal Fund (PACIF), a government risk pool that provides property, casualty, liability, and workers' compensation insurance to more than 95 percent of the municipalities in Vermont. The fund receives approximately \$30 million in annual contributions and has more than \$120 million in assets. Latvis will also oversee VLCT's Employment Resource and Benefits Trust (VERB), a \$4 million government risk pool that provides unemployment coverage for more than 200 municipalities in Vermont.

"Phil's experience is going to ensure that VLCT's government risk pool programs continue to provide Vermont municipalities with the best protection at the best cost," said VLCT Executive Director Ted Brady. "He has been involved in nearly every element of the insurance sector: sales, underwriting, claims, and even regulation. I'm excited for him to help us ensure that PACIF and VERB meet our members' modern needs, including addressing cyber liability and mitigating the increasing impacts of climate change."

As Executive Director of DFR, Latvis served as an advisor to the Commissioner and provided insights into the changing insurance marketplace. His experience at various Vermont-based insurance agencies, including the Richards Group and Mascoma Bank's Centurion Insurance Group, along with experience at Nationwide Insurance, have given him experience in underwriting, claims management, and risk management.

Lori Olberg

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From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Wednesday, April 2, 2025 5:22 PM
To: burlingtontownclerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

[WARNING]: This email was sent from someone outside of the City of Burlington.

You are receiving this message because you have been signed up to receive email notifications via the Vermont Agency of Natural Resources' Environmental Notice Bulletin (ENB). These notifications are intended to inform you of environmental activities relevant to your town or organization based on location or activity type.

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Regards,
ENB Support
Vermont Agency of Natural Resources

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status
Stormwater General Permit 3-9020 (CGP) for Low Risk Projects: Notice of Intent	Trinity Bike Racks	6684-9020.12	University of Vermont and State Agricultural College	Burlington	A final action for this activity has been reached and may be reviewed by visiting the ENB. The appeal period is open for 30 days following the final decision date. The administrative record set for this activity has been modified. Please visit the ENB to view the activity profile.	2025-04-02	Final Decision Reached - Appeal Period

Lori Olberg

From: VLCT Events & Trainings <vtcma@vlct.org>
Sent: Monday, April 7, 2025 7:38 AM
To: Lori Olberg
Subject: April VLCT Training

On 4/7/25, 7:38 AM, Lori Olberg wrote:
 April VLCT Training

[WARNING]: This email was sent from someone outside of the City of Burlington.

April Training & Events

Have you been struggling to keep track of all the events, chats, meet-ups, and trainings VLCT offers? You can use this email, which arrives the first Monday of each month, to plan what you'd like to attend.

MON	TUE	WED	THU	FRI
4/7	4/8	4/9	4/10	4/11
1 PM - 2 PM Advocacy Chat	1 PM - 2 PM Build a Better Project: Assessing Project Feasibility		10 AM - 12 PM Risk Management Guidance for Municipal Leaders	
			6 PM - 7:30 PM Lamoille County Selectboard Meet-Up (In Person)	
4/14	4/15	4/16	4/17	4/18
2 PM - 3:30 PM DER Training		10 AM - 11:30 AM Open Meeting Law for Boards and Committees	12 PM - 1 PM Legal Lunch: Open Meeting Law for Boards and Committees	
4/21	4/22	4/23	4/24	4/25
1 PM - 2 PM Advocacy Chat			9 AM - 9:30 AM Muni Mornings w/Kathleen	
4/28	4/29	4/30	5/1	5/2

FOR INFORMATION ONLY

Lori Olberg

From: The Vermont Department of Housing and Community Development
<accd.dhcd@vermont.gov>
Sent: Friday, April 4, 2025 4:44 PM
To: Lori Olberg
Subject: Prioritizing Housing at the Statehouse, Disaster Recovery Update, Wildflower Walk

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Original Message
From: Lori Olberg
Sent: Friday, April 4, 2025 4:44 PM
Subject: Prioritizing Housing at the Statehouse, Disaster Recovery Update, Wildflower Walk

AGENCY OF COMMERCE AND COMMUNITY DEVELOPMENT

[View this email in your browser](#)

Department of Housing and Community Development

APRIL 2025



COMMENTS FROM THE COMMISSIONER

Welcome to Spring!

The pages of the calendar keep on turning, and the legislative process keeps churning. It is heartening to see the legislature continue to focus on housing matters, including appeals and infrastructure. On the infrastructure front, it is exciting to see the progress of a proposal to finance the cost of infrastructure. Similar to the SPARC proposal included in the Governor's [PATH for Vermont](#) proposal, the Community and Housing Infrastructure Program (CHIP), included in [S.127](#), represents a tremendous opportunity to make progress on housing throughout the state, including in rural Vermont. I want to thank the Senate for their work on CHIP.

Cuts to Key Programs

Now for the April showers. It's not all sunshine for housing under the golden dome. The House has passed their draft of the budget, and unfortunately, millions of dollars of funding included in the Governor's proposal have been cut in the House's draft budget. Specific cuts include infrastructure funding decreased from \$9.1M to \$7.5M and VHFA Middle Income programs that benefit renters and buyers decreased from \$30M to \$17.5M.



FOR INFORMATION ONLY
LAND USE PERMIT
ADMINISTRATIVE AMENDMENT
4C0594-2

State of Vermont
Land Use Review Board
District 4 Environmental Commission
111 West Street
Essex Junction, VT 05452
<https://act250.vermont.gov/>

FOR INFORMATION ONLY
NOT TO BE USED FOR ANY OTHER PURPOSE

University of Vermont & State Agricultural
College
31 Spear Street Marsh Hall Suite 10
Burlington, VT 05405

PERMIT NUMBER:
4C0594-2

LAW/REGULATIONS INVOLVED:
10 V.S.A. §§ 6000 – 6111 (Act 250)
Act 250 Rule 34(D)

The District 4 Environmental Commission hereby issues Land Use Permit Amendment 4C0594-2 pursuant to the authority vested in it by 10 V.S.A. §§ 6001-6111. This permit amendment applies to the lands identified in Book 775, Pages 492-502 of the land records of the City of Burlington, Vermont.

This permit specifically authorizes the installation of a new subbase and pavement for bike pads to accommodate 32 new "U-style" hoop bicycle racks located northwest of McAuley Hall on UVM's Trinity Campus. The work also includes the addition of stormwater management features, such as new swales and an underground infiltration trench to improve drainage (the Project).

The Project is located at 250 Colchester Ave. Burlington, VT.

Jurisdiction attaches because the Project constitutes a material change to a permitted development or subdivision, and thus requires a permit amendment pursuant to Act 250 Rule 34.

1. The Permittee and its assigns and successors in interest, are obligated by this permit amendment to complete, operate and maintain the Project as approved by the District Commission (the "Commission") in accordance with the following conditions.
2. The Project shall be completed, operated and maintained in accordance with the conditions of this permit amendment and the permit amendment application, plans, and exhibits on file with the Commission and other material representations. In the event of any conflict, the terms and conditions of this permit amendment shall supersede the approved plans and exhibits.

The approved plans are:

- Sheet C1.0 - "Site Plan," dated 10/16/24 (Exhibit 007);
- Sheet C1.1 - "Erosion Prevention & Sediment Control Plan," dated 10/16/24 (Exhibit 008);
- Sheet C2.0 - "Existing Conditions Plan," dated 10/16/24 (Exhibit 009);
- Sheet C3.0 - "Details," dated 10/16/24 (Exhibit 010);
- Sheet C3.1 - "Details," dated 10/16/24 (Exhibit 011);
- Sheet ST-1 - "Post Development Stormwater Plan," dated 10/16/24 (Exhibit 012); and

Lori Olberg

FOR INFORMATION ONLY

From: VLCT Weekly Legislative Report <info@vlct.org>
Sent: Monday, April 7, 2025 12:31 PM
To: Lori Olberg
Subject: April 7, 2025

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[Click here to view this email as a web page.](#)



Will April showers bring May flowers? Last week our advocacy team tended the legislative seeds planted in the beginning of the session: 3-Acre permit reform, municipal liability concerns, legal trails, and transportation fund woes. In this issue of our *Weekly Legislative Report*, we update you on the dogged progress of these key priorities and more.

On Friday, April 4, the VLCT advocacy team kicked off the weekend with a high-stakes testimony to the Senate Committee on Transportation in favor of S.4, an act relating to maintenance and use of legal trails. Contact members of the Senate Transportation committee today and let them know that S.4 is a must-pass bill this session.

As always, please stay in touch. We want to hear your ideas, feedback, and concerns.

Read the Weekly Legislative Report



Advocacy Chat

Be sure to join us, **Monday, April 21 at 1 PM** for our next Advocacy Chat.

Register now!

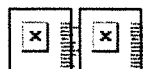
Chats occur every other Monday. We rely on hearing your ideas and concerns as the session progresses. You can view previous Advocacy Chats.

This week at VLCT
>>>>

How Do You Use
Social Media?

2025 Events &
Training Schedule

VLCT Store



Manage Your Preferences

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Lori Olberg

From: VLCT News <info@vlct.org>
Sent: Tuesday, April 8, 2025 2:49 PM
To: Lori Olberg
Subject: New Tool Searches Minutes, Our New RMS Director, April Trainings, and more

[WARNING]: This email was sent from someone outside of the City of Burlington.

[News](#)

[Resources](#)

[Events](#)

[Advocacy](#)

[Jobs](#)



Our new Director of Risk Management Services will be Phil Latvis, who has worked for more than 30 years in Vermont insurance sales, underwriting, claims, risk management, and regulation. He starts at VLCT on April 21.

Announcements & Updates

Public Access to Legal Trails, 3-Acre Permit Reform, and more

Last week our advocacy team kept tending the legislative seeds they planted in the start of the session. Input from local officials on S.4 right away could help keep legal trails public.

Members: Have You Taken Our Social Media Use Survey?

If you haven't yet, please do, even if you don't use social media. Your answers will help us understand the best ways to share important updates, resources, and networking opportunities with you – and make sure VLCT's online presence is engaging, relevant, and useful.

Want Your FEMA Reimbursement Faster? Take These Actions!

Vermont Emergency Management's one-page publication offers suggestions to accelerate receipt of your FEMA Public Assistance payment after the project is obligated.

Vermont Company Creates AI Tool That Searches Municipal Minutes

This new tool is designed to help people – including local officials – easily cull useful information from meeting minutes. You can sign up for a free account to see how it works.

New Resources

Do You Run Summer Day Camps?

Here you will find a range of useful guidelines for hiring, training, and retaining staff for your municipal day camp. The page also has a link to our similar resource about lifeguards.

Grant Basics Recordings and Resources

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.

Resolution Relating to

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

RESOLUTION 7.23

Sponsor(s): Bd. of Finance

Introduced: 4/14/2025

Referred to: _____

Action: Adopted

Date: 4/14/2025

Signed by Mayor: 04/17/25

CITY OF BURLINGTON

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

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

1 That WHEREAS, at the annual meeting held March 1, 2022, the voters of the City of Burlington, by in
2 excess of 2/3^{rds} of the voters voting at such meeting, authorized the City Council to issue general obligation
3 bonds in a principal amount not to exceed Twenty Three Million Eight Hundred Thousand Dollars
4 (\$23,800,000) for the purpose of accomplishing a series of capital improvements, replacements, and repair
5 projects within the City, including but not limited to replacement of fire trucks and emergency communication
6 systems, repair of ten city-owned facilities and nine miles of city sidewalks, and allocation of local matching
7 funds for on-going or upcoming capital projects all of which are intended to preserve City facilities and
8 services, avoid further maintenance and repair costs, and to further projects to improve the City and its
9 infrastructure (the “March 1, 2022 Voter Authorization”); and

10 WHEREAS, pursuant to such bond vote and City Council authorizing resolution adopted June 27,
11 2022, the City issued its General Obligation Public Improvement Bonds, Series 2022A, of which \$13,000,000
12 was issued pursuant to the March 1, 2022 Voter Authorization (the “Series 2022A Bonds”); and

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

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

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

26 TM/Resolutions 2025/Allocation of Bond Proceeds for Public Improvements – Series 2022A Bonds
27 4/8/25

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

CT-Ashley Parker

* * * * *

ORIGINAL

RESOLUTION RELATING TO

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

Adopted by the City Council

April 14....., 20.25.....

[Signature] Clerk

Approved....., 20.25.....

[Signature] Mayor

Vol. Page

Attest:

[Signature]
Lori Olberg
Council and Licensing Coordinator

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 Checklist

Department: BPRW Submitter: Kim Bleakley

Title/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.

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 UVMHC.

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.

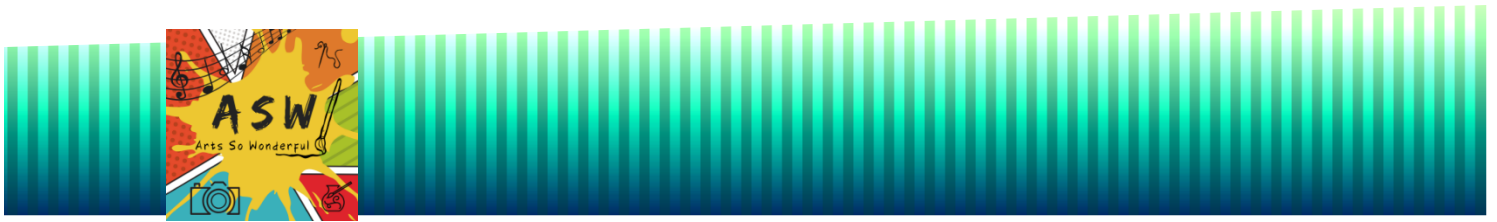
The project budget for professional hours includes any and all normal professional office expenditures associated with the project, such as copies, telephone, internet, etc. Certain aspects of the work and associated schedule may be dependent on the availability and timeliness of certain pieces of information, 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



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!

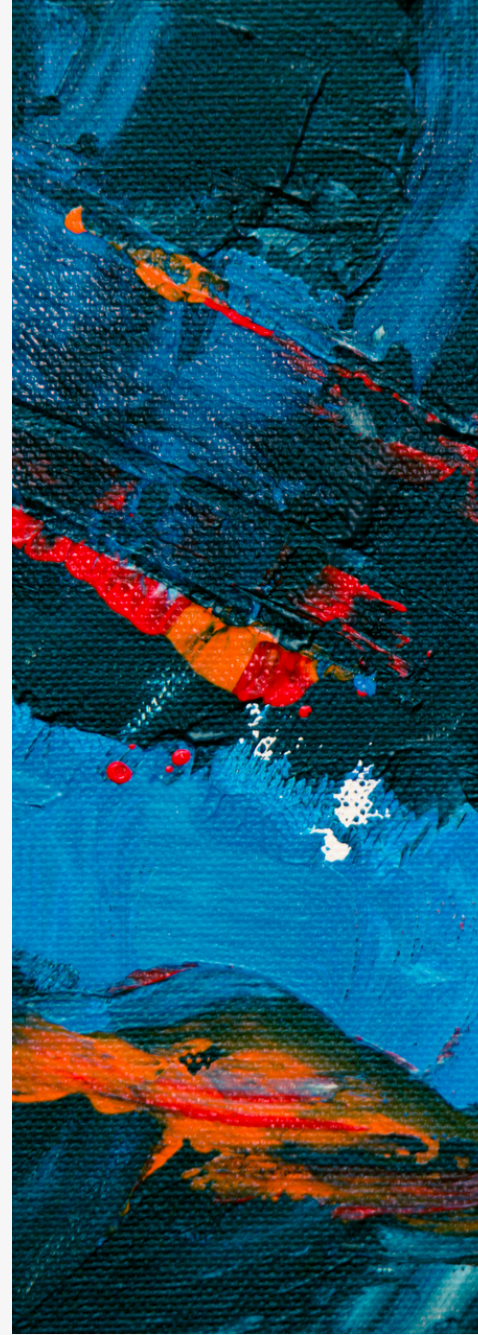
MAY 15, 2025

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



CITY OF BURLINGTON

ORDINANCE _____

Sponsor: Councilor Traverse,
Ordinance Committee
Public Hearing Dates: _____

In the Year Two Thousand Twenty-Five

An Ordinance in Relation to

VACANT BUILDINGS
BCO Chapter 8, Art. III

First reading: _____
Referred to: _____
Rules suspended and placed in all
Stages of passage: _____
Second reading: _____
Action: _____
Date: _____
Signed by Mayor: _____
Published: _____
Effective: _____

It is hereby Ordained by the City Council of the City of Burlington as follows:

That Chapter 8, Buildings and Building Construction, of the Code of Ordinances of the City of Burlington be and is hereby amended by amending Article III, Abatement and Rehabilitation of Vacant Buildings and Dangerous Structures, Sections 8-43, Definitions; 8-44, Enforcement authority; 8-45, Obligations of owners of dangerous structures and buildings; 8-47, Vacant building permit; inspection; maintenance standards; fees; and 8-49, Enforcement and penalties; to read as follows:

ARTICLE III. ABATEMENT AND REHABILITATION OF VACANT BUILDINGS AND DANGEROUS STRUCTURES

8-42 Statement of findings and purpose.

(a) Being that there exist in the City of Burlington structures or buildings that have become dangerous or unsafe and numerous other structures that are vacant, abandoned, and in disrepair, the Burlington city council finds and declares that:

(1) Structures that become dangerous and unsafe must promptly be made safe and secure to protect the public safety.

(2) Structures that are vacant and not properly secured are dangerous and unsafe in that they are extremely vulnerable to being set on fire by unauthorized persons.

(3) Many structures that are vacant, whether secured or not, are a blight on their neighborhoods, cause deterioration and instability in their neighborhoods, and have an adverse impact upon adjacent and nearby properties.

(4) Structures that were previously used as residential units and have since become vacant have a significant and detrimental impact on the local housing market.

(5) Structures that are vacant and not properly secured attract vagrants and criminals and are prime locations to conduct illegal criminal activities, including arson and drug use.

(6) Structures that are vacant and unsecured pose serious threats to the public's health and safety and therefore are declared to be public nuisances.

(7) Immediate abatement and rehabilitation of these structures is necessary to abate such public nuisances, prevent unsightly blight and the deterioration of neighborhoods with the consequent adverse impact on the value of adjacent and nearby properties, secure the public safety and to ensure and enhance the vitality and livability of our neighborhoods.

(8) Communication between owners of dangerous and vacant buildings and the city is essential for effective allocation of public resources and the maintenance of public health, welfare, and safety in regards to such structures.

(b) The purpose of this article is to establish the reasonably necessary measures to abate the public nuisances, blight, negative housing market impact, and other harmful effects connected with dangerous and vacant or abandoned buildings and structures and bring back into productive use consistent with the authority vested in the city to protect the health, safety and welfare of the public through the regulation of the construction, maintenance, repair, and alteration of buildings and other structures within the city.

8-43 Definitions.

The words and phrases used in this section have the following meanings unless their context clearly indicates otherwise:

(1) *Director* means the director of the ~~enforcement agency~~ Department of Permitting & Inspections or ~~his/her~~their designee.

(2) *Vacant structure* means any structure or building that is:

(i) Unoccupied and condemned by the Director pursuant to applicable provisions of the code; or

(ii) Unoccupied and has multiple code violations; or

(iii) Unoccupied and the building, structure, or its premises has been the site of unlawful activity within the previous six (6) months; or

(iv) Condemned by the Director and unlawfully occupied; or

(v) Unoccupied by a person or occupied by unauthorized persons for over one hundred eighty (180) days and during which time the Director has issued an order to correct public nuisance conditions and same have not been corrected in a code compliant manner; or

(vi) Unoccupied or unused for over two hundred ten (210) days.

(vii) The term "vacant structure" shall not include:

(a) ~~unoccupied by a person or occupied by unauthorized persons for two hundred ten (210) days, excepting~~ permitted warehouse or permitted storage structures, ~~garages~~accessory buildings not intended for human occupancy (accessory buildings are as defined by Comprehensive Development Ordinance, Section 13.1.2 of Appendix A) that are actively used for their intended function, or vacation or resort facilities or those buildings or structures only used on a seasonal basis;

~~(b), and those buildings or~~ structures being newly constructed within the terms of their building and zoning permits or under substantial rehabilitation for a period of one (1) year from the date that the building permit or zoning permit is issued or from when the construction starts—whichever is later.

(3) *Dangerous building or structure* means a building or structure or part thereof declared structurally unsafe or hazardous by any duly constituted authority, whether it is occupied, unoccupied, or vacant.

(4) *A showing that the building is being actively marketed for sale or lease* means (a) evidence that the building or structure is being continuously marketed for sale or lease and is publicly available and viewable for sale or lease to prospective buyers or lessees until it is under contract, and (b) the disclosure of a reasonable asking price.

(6) *Substantial rehabilitation* means rehabilitation the value of which exceeds fifty (50) percent of the assessed valuation of the building or structure.

(5) *Owner* shall mean any and all owners of record or trustees for such owners. The obligations of owners under this article extend to the agents of such owner(s) or other persons interested in the building or structure.

(7) Unoccupied building means a building that is unattended and is not actively used as a place of residence or business.

8-44 Enforcement authority.

The director of the department of permitting and inspections is authorized to administer and enforce the provisions of this article. The director shall determine if a property meets the standards of a vacant building under this article. The director may take such measures as are necessary for the proper administration of the article, including, but not limited to, maintaining lists on the status of vacant buildings or structures. The director may delegate their powers and duties under this chapter to an appropriate administrator or any inspector so designated.

8-45 Obligations of owners of dangerous structures and buildings.

(a) A building or structure or part thereof that is or becomes dangerous or unsafe shall be made safe and secure within twenty-four (24) hours of such danger being declared by a duly authorized official of the city. If the director or their designee determines the building cannot be made safe or secure, the owner shall take down and remove the building within sixty (60) days after such determination. An owner of such a dangerous or unsafe building or structure who would make safe or would take down and remove such a building or structure pursuant to this section shall comply with all applicable building, fire prevention, zoning ordinances and codes, including Article 9 of the zoning ordinance, the Housing Replacement Ordinance, and any other applicable code or ordinance. An administrative fee of one hundred dollars (\$100.00) per structure shall be charged to the owner(s) of a dangerous structure and/or building upon issuance of the determination to offset the cost to the city for the administrative time of the director or their

designee in issuing the determination. This fee is to help alleviate the administrative cost of issuance of the order, it does not address any fines or fees that may be issued if the order is not followed by the owner(s). No change of use or occupancy shall be compelled by reason of such reconstruction or restoration.

(b) The director shall inspect a building or structure upon receiving information that the building or structure or anything attached or connected therewith is in violation of the specifications of all applicable building, fire prevention, and public safety ordinances and codes adopted herein or is otherwise in such unsafe condition that the public safety is endangered in the first forty-eight (48) hours upon receiving such notice. If the director has reason to believe that an emergency situation exists tending to create an immediate danger to the health, welfare, or safety of the general public, the director shall enter and inspect the premises. Absent an emergency situation, if the owner of the vacant building or structure fails or refuses to consent to an inspection, the director shall seek a search warrant from the Vermont District Court for the purpose of determining and ensuring the structural integrity of the building, the repairs necessary to ensure its structural integrity, that it will be safe for entry by police officers and firefighters in time of exigent circumstances or emergency, that the building and its contents will not present a hazard to the public.

(c) If, in the director's judgment, the structure or building appears to endanger the public safety, the director shall in their discretion elect to commence action to abate as herein provided. To commence an abatement action, the director shall make a careful survey report based on their inspection of the premises, or if necessary based on an additional inspection and forthwith notify the owner to remove the condition or building or make the building or condition safe and secure in the time specified for in the notice. If it appears to the director that such structure would be especially dangerous, the director may affix a notice of dangerousness in a conspicuous space upon the structure's exterior walls which shall not be removed or defaced without the director's authority.

(d) Any person notified as provided in subsection (c) of this section shall within the time specified commence to secure or remove such structure. If the public safety so requires, the director shall enter upon the premises and cause the structure to be made safe and secure and that passers-by are protected at the expense of the owner or person interested. Such costs charged to the owner or person interested shall be payable to the city upon receipt.

(e) If the owner continues such refusal or neglects to remove or make the building safe, the director shall cause it to be taken down or otherwise made safe, and the costs and charges incurred shall constitute a lien upon the real estate upon which such building is situated and shall be enforced within the time and in the manner provided for the collection of taxes on land, pursuant to [32 V.S.A. § 5061](#), so long as the lien is recorded in the office where the land records are kept. In addition, for every day's continuance of such refusal or neglect, the owner or person interested shall forfeit to the city one hundred dollars (\$100.00), to be recovered in a civil action on this article.

Any violation of this section is declared to be a nuisance and subject to removal or abatement upon a finding of violation by the superior court. The court shall restrain the construction, alteration, maintenance or use of a building or structure in violation of this section and shall restrain the further construction, alteration or repair of a building or structure reported to be unsafe under a survey authorized by this section.

An abatement action under this section is a remedy cumulative to other remedies at law and equity, and in no way preempts, supersedes, or bars civil or criminal prosecution for violation of this article, the model building or Life Safety Code or any applicable building, fire prevention, or public safety ordinance, nor is the commencement of an abatement action a condition precedent to the initiation of criminal prosecution or any other remedy. Failure to adhere to the procedure prescribed in this section shall not bar relief or remedy if such failure does not prejudice a person interested and merely constitutes harmless error.

(f) An owner or person interested who is aggrieved by an order issued pursuant to this section may appeal to the board of appeals as constituted in Section [8-8](#). An owner or person interested who is aggrieved by an order of the board of appeals may appeal by instituting relief in the Chittenden Superior Court under V.R.C.P. 74.

8-46 Obligations of owners of vacant or abandoned buildings or structures.

(a) The owner of a vacant building or structure shall obtain a vacant building permit for the period during which it is vacant. When a building or structure becomes vacant, as defined by Section [8-43](#), the owner of the building shall apply for and obtain a vacant building permit and pay the fee, as set forth in Section [8-47](#).

Upon the expiration of a vacant building permit, if the building or structure is still vacant, the owner shall arrange for an inspection of the building and premises with the director and appropriate police and fire officials. A permit is not automatically renewable. It is within the purview of the appropriate city officials whether to renew said permit, taking into account the owner's responsiveness to neighborhood concerns, record of the owner in responding to city directives, history as a property owner, as well as the number of times the owner has expired a permit. It is the city's policy not to allow vacant buildings to remain as such for prolonged periods of time. Once a building is vacant, it is the responsibility of the owner to make plans for the building, be it to rehabilitate, demolish or sell the property. Should the decision be to sell, active efforts must be underway and all obligations will transfer to the new owner.

Should a permit be renewed, it will be under the conditions that a plan is in place. All renewed permits shall be subject to all conditions and obligations imposed by this article or the initial permit unless expressly exempted therefrom.

(b) The owner of a vacant building or structure shall comply with all building, fire, life safety, zoning, and other applicable codes or ordinances and shall apply for all necessary building, fire prevention, and zoning permits upon application for a vacant building maintenance permit.

(c) The owner of a vacant building or structure shall immediately, within the first week of vacancy, remove all combustible waste and refuse therefrom in compliance with the applicable fire prevention code and shall remove any waste, rubbish or debris from the interior of the structure. The owner of a vacant building or structure shall also immediately remove any waste, rubbish, debris or excessive vegetation from the yards surrounding the vacant building or structure in accordance with the vacant building maintenance standards of this article.

(d) The owner of a vacant building or structure shall immediately lock, barricade or secure all doors, windows and other openings in the building or structure to prohibit entry by unauthorized persons, in accordance with the vacant building maintenance standards of this article. The owner of a vacant building or structure shall provide the police department with a list of persons authorized to be present in the building and shall provide notices of trespass to the police authorizing the arrest for trespass of individuals not on the list. The owner shall update the authorized person list as needed.

(e) The obligations of owners of a vacant building or structure are continuing obligations which are effective throughout the time of vacancy, as that term is defined in this article. The director shall have continuing abatement authority throughout the time of vacancy.

8-47 Vacant building permit; inspection; maintenance standards; fees.

(a) Application by the owner of a vacant building or structure for a vacant building permit shall be made on a form provided by the director. Applicants shall provide a maintenance plan covering the permit period which shall disclose all measures to be taken to ensure that the building or structure will be kept weather-tight and secure from trespassers, safe for entry by police officers and firefighters in times of exigent circumstances or emergency, compliant with the obligations set forth in Section [8-46](#) and subsection (e) of this section and together with its premises be free from nuisance and in good order in conformance with the vacant building maintenance standards. Applicants shall disclose the expected period of vacancy (including the date of vacancy), and state the plan and timeline for the lawful occupancy, rehabilitation or removal or demolition of the structure.

(b) Vacant buildings shall be inspected at or around the beginning of the permit period to determine that they comply with this article. The owner shall cooperate with and attend the inspection and there will be a cost to the inspection that is the responsibility of the owner.

If the director has reason to believe that an emergency situation exists tending to create an immediate danger to the health, welfare, or safety of the general public, no notification or warrant is necessary and the director shall enter and inspect the premises pursuant to Section [8-45](#).

If the owner of the vacant building or structure does not cooperate with and or attend an inspection, the director may seek a search warrant from the Vermont District Court for the purpose of determining compliance with this article.

(c) The director, upon inspection, shall issue any order for work needed to:

(1) Comply with this article and adequately protect the building from intrusion by trespassers and from deterioration by the weather in accordance with the vacant building maintenance standards set forth in this article; and

(2) Ensure that allowing the building to remain will not be detrimental to the public health, safety and welfare, will not unreasonably interfere with the reasonable and lawful use and enjoyment of other premises within the neighborhood, and will not pose an extraordinary hazard to police officers or firefighters entering the premises in times of emergency.

When issuing such orders, the director shall specify the time for completion of the work. The order shall act as an interim vacant building permit, the duration of which shall be for the time set forth in the director's order. No interim permit shall be effective for a period of more than three (3) months. All work done pursuant to this article shall be done in compliance with the applicable building, fire prevention, and zoning codes and ordinances.

(d) The director shall issue a vacant building permit upon being satisfied that the building has been inspected and is in compliance with this article. This permit shall be effective for a period of up to three (3) months during which time it is the responsibility of the owner to notify the city of their plans to rehabilitate, demolish or sell the property.

(e) A vacant building or structure shall be deemed adequately protected from intrusion by trespassers and from deterioration by the weather if it satisfies the following vacant building maintenance standards:

(1) *Building openings:* Doors, windows, areaways and other openings shall be weather-tight and secured against entry by birds, vermin and trespassers and free from graffiti. Missing or broken doors, windows and

other such openings shall be covered by glass or other rigid transparent materials which are weather protected, and tightly fitted and secured to the opening.

(2) *Roofs:* The roof and flashings shall be sound and tight, not admit moisture or have defects which might admit moisture, rain or roof drainage, and allow for drainage to prevent dampness or deterioration in the interior walls or interior of the building.

(3) *Drainage:* The building storm drainage system shall be functional and installed in an approved manner, and allow discharge in an approved manner.

(4) *Building structure:* The building shall be maintained in good repair, structurally sound and free from debris, rubbish and garbage. The building shall be sanitary. The building shall not pose a threat to the public health and safety.

(5) *Structural members:* The structural members shall be free of deterioration and capable of safely bearing imposed dead and live loads.

(6) *Foundation walls:* The foundation walls shall be maintained structurally sound and in a sanitary condition so as not to pose a threat to public health and safety, shall be capable of supporting the load which normal use may cause to be placed thereon, and shall be free from open cracks and breaks, free from leaks, free from graffiti, and be animal and rat-proof.

(7) *Exterior walls:* The exterior walls shall be free of holes, breaks, free from graffiti, and loose or rotting materials. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay, corrosion or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

(8) *Decorative features:* The cornices, belt courses, corbels, terra cotta trim, fences, wall facings and similar decorative features shall be safe, anchored, and in good repair and free from graffiti. Exposed metal, wood, or other surfaces shall be protected from the elements and against decay, corrosion or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

(9) *Overhanging extensions:* All balconies, canopies, marquees, signs, metal awnings, stairways, fire escapes, standpipes, exhaust ducts and similar features shall be in good repair, anchored, safe and sound, and free from graffiti. Exposed metal and wood surfaces shall be protected from the elements and against decay, corrosion or rust by periodic application of weather-coating materials, such as paint or similar surface treatment

(10) *Chimneys and towers:* Chimneys, cooling towers, smokestacks, and similar appurtenances shall be structurally safe and in good repair, and free from graffiti. Exposed metal and wood surfaces shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

(11) *Walkways:* Walkways shall be safe for pedestrian travel.

(12) *Accessory and appurtenant structures*: Accessory and appurtenant structures such as garages, sheds, and fences shall be free from safety, health, and fire hazards and shall comply with these vacant building maintenance standards.

(13) *Premises*: The premises upon which the structure or building is located shall be clean, safe, and sanitary, free from waste, rubbish, debris or excessive vegetation, and shall not pose a threat to the public health or safety.

(f) (1) A fee ~~of seven hundred fifty dollars (\$750.00)~~ shall be charged for ~~each~~ vacant building permit or renewal of such permits issued under Section 8-47(d). The fee is to be paid at the time of application or renewal. No permit shall be issued prior to payment of the permit or renewal fee. The amount of the fee shall be based on the duration of time the building has been vacant as determined by the following scale:

(i) One thousand dollars (\$1,000.00) per quarter for buildings that have been vacant for less than one year as measured from the date the building was declared vacant;

(ii) One thousand five hundred dollars (\$1,500.00) per quarter for buildings that have been vacant for at least one year as measured from the date the building was declared vacant.

For residential 1 or 2 unit properties:

(i) Seven hundred fifty dollars (\$750.00) per quarter for buildings that have been vacant for less than one year as measured from the date the building was declared vacant;

(ii) One thousand dollars (\$1,000.00) per quarter for buildings that have been vacant for at least one year as measured from the date the building was declared vacant.

(2) All but two hundred dollars (\$200.00) of this fee shall be waived upon a showing that the building or structure is being actively marketed for sale or lease and maintained pursuant to the requirements of this article and its vacant building permit or renewal thereof. An owner shall be eligible for the waiver of the fee for no more than two (2) permit periods, not including any interim permit period that occurs within a permit period. The full fee shall be tendered with the request for a waiver and shall be refunded if the waiver is granted but for the two hundred dollars (\$200.00). A person who purchases a vacant building shall have this fee waived for the remainder of the permit period and the permit period immediately following.

(3) All but ~~two hundredseventy-five~~ dollars (~~\$200.0075.00~~) of this fee shall be waived when a building is being rehabilitated pursuant to applicable building, fire, and zoning permits and the owner has spent at least five (5) percent of the assessed valuation of the building or structure on rehabilitation, not including the cost of permits, in the prior three (3) month period. The full fee shall be tendered with the request for a waiver and shall be refunded if the waiver is granted but for the ~~seventy-fivetwo hundred~~ dollars (~~\$200.0075.00~~).

(4) All but ~~seventy-fivetwo hundred~~ dollars (~~\$200.0075.00~~) of this fee shall be waived if an owner has secured all the duly required state and local permits to demolish the building or structure. The full fee shall be tendered with the request for a waiver and shall be refunded if the waiver is granted but for the ~~seventy-fivetwo hundred~~ dollars (~~\$200.0075.00~~). The owner shall demolish the building or structure within one (1) month of securing said permits; this waiver shall be void and the vacant building permit fee shall be owed if the owner fails to demolish within this time. The time to demolish may be extended upon a showing of good cause.

(5) Fees under this Article shall not apply to buildings owned by a department of the City of Burlington.

~~(5) — Once the permit has expired and the city deems the property no longer eligible for renewal of said permit, the city shall notify the owner. The owner shall either show proof of active marketing for sale or lease, a plan for rehabilitation including proof of construction under contract or proof of immediate demolition. Should none of the above be presented to the city within five (5) days of the expiration of the permit, the owner shall be fined one hundred dollars (\$100.00) per day until such proof is presented.~~

(g) *Signs/markings.* When required pursuant to this section, signs or markings on the buildings determined to be especially unsafe in case of fire shall be applied on the front of the property, and elsewhere as the Director, fire chief, or their designee may require, at or above the second floor level and shall not be placed over doors, windows or other openings. All signs/markings shall be visible from the street and, when requested by the fire chief, shall be placed on the sides and the rear of the property. Signs/markings shall be two (2) square feet with lines of two (2) inch width, and shall have a reflective background, or be painted with reflective paint, in contrasting colors as approved by the fire chief. Signs/markings shall be applied directly on the surface of the property and shall state the date of posting and the most recent date of inspection by the fire chief and director.

8-48 Appeals and Variances.

(a) A party aggrieved by an action of the director shall appeal such action by requesting a hearing to the board of appeals pursuant to the provisions of Section 8-8, excepting appeals of actions taken pursuant to Section 8-45, which shall be taken in accordance with Section 8-45(f).

(b) Any person subject to the provisions of this article may seek a variance from the provisions of this article before the board of appeals in the same manner that an appeal is taken to the board, and subject to the same procedures as an appeal.

(c) Where a variance is requested by an applicant, the board of appeals may grant such a variance, and render a decision in favor of the appellant, if the following are found by the board:

(1) That there are circumstances or conditions that make strict compliance with the provisions of this article unusually difficult or unduly extensive, or would create an undue hardship;

(2) That such a hardship or condition has not been created by the applicant; and

(3) That the variance requested will represent the minimum relief necessary and will represent the least deviation possible from the requirements of this article.

(d) In rendering a decision in favor of an applicant, the board of appeals shall attach such conditions to such variance as it considers necessary and appropriate under the circumstances to implement the purposes of this article.

8-49 Enforcement and penalties.

(a) *Penalty.*

(1) A person shall be subject to a civil penalty of five hundred dollars (\$500.00) with a waiver penalty of one hundred fifty dollars (\$150.00) for the following offenses:

a. Failure to apply for a vacant building permit or the filing of an incomplete application;

b. Failure to pay the vacant building fee;

c. Failure to schedule an inspection or to ~~show up~~provide in-person access for an inspection for which notice has been given;

d. Failure to comply with the obligations set forth in Sections 8-46(c) and (d); and

e. Failure to comply with an order of the enforcement officer in the time required, with each separate deficiency ordered to be corrected being deemed a separate order.

(2) A person who repeats the same offenses three (3) times within a twelve (12) month period shall be deemed to have committed a criminal offense for the third offense subject to a fine of five hundred dollars (\$500.00).

Each day that a violation is continued shall constitute a separate offense.

(3) Prosecution under this section is a remedy cumulative to any and all other remedies at law and equity, and in no way preempts, supersedes, or bars prosecution for violation of this article under subsection (b) of this section.

(b) If a vacant building permit is denied or has expired and the city deems the property ineligible for said permit, the city shall notify the owner. Within ten (10) days of receiving this notice or five (5) days of the expiration of an existing permit, whichever is later, the owner must provide proof of active marketing for sale or lease, a plan for rehabilitation including proof of construction under contract, or proof of immediate demolition. Should none of the above be presented to the city within the time allotted, the owner shall be fined two hundred dollars (\$200.00) per day until such proof is presented. This fine shall be applied in addition to any penalties set forth in subsection (a).

(c) Any violation of this article is also declared to be a public nuisance and subject to removal or abatement upon a finding of violation by the superior court. An abatement action as contemplated by Section 8-45 is discretionary and is not a precondition to criminal prosecution under this section, nor is a survey report by the director pursuant to Section 8-45 a prerequisite for prosecution under this section.

(de) Any order issued pursuant to this article shall be recorded in the office where the land records are kept, thereby becoming effective against any purchaser, mortgagee, attaching creditor, lienholder or other person whose claim or interest in the property arises subsequent to the recording of the order. Once the violation(s) is certified to be corrected, such orders shall be removed from the record. All fees, costs, or charges assessed pursuant to this article shall be a tax lien upon the real property pursuant to 32 V.S.A. § 5061, so long as the lien is recorded in the office where the land records are kept.

(e) A vacant unit for which a fee as required in this section has not been paid shall be in violation of the city vacant building ordinance and subject to the penalties set forth herein. In addition, if the enforcement agency determines that a person has failed to pay the fee due under this section, the agency shall mail to such person a statement showing the balance due and shall add thereto a twenty-five dollar (\$25.00) late payment or interest at a rate of twelve (12) percent per year, whichever is greater. That unpaid balance and penalty total shall be subject to interest at a rate of twelve (12)

percent per year from the due date until the date of payment. The charges levied in this chapter shall constitute a lien upon the property and may be enforced within the time and manner provided for the collection of taxes on property.

8-50 - 8-59 Reserved.

- * Material stricken out deleted.
- ** Material underlined added.

BT/ks/Ordinances 2024/Vacant Buildings/BCO Ch. 8, Art. III
Secs. 8-43, 44, 45, 47, and 49.
3/18/2025

PUBLIC HEARING NOTICE

Burlington Comprehensive Development Ordinance

Pursuant to 24 V.S.A. §4442 and §4444, notice is hereby given of a public hearing by the Burlington City Council to hear comments on the following proposed amendment to the City of Burlington's *Comprehensive Development Ordinance* (CDO):

ZA-25-04 Performing Arts Centers in the Enterprise-Light Manufacturing District

The public hearing will take place on **Monday, April 14, 2025 during the Regular City Council Meeting which begins at 6:00 pm in Contois Auditorium, Burlington City Hall, 149 Church Street, Burlington, VT or you may access the hearing/meeting as follows:**

On-line: <https://zoom.us/j/98691222428>

By telephone: +1 646 931 3860 US

Webinar ID: 986 9122 2428

Pursuant to the requirements of 24 V.S.A. §4444(b):

Statement of purpose:

The purpose of proposed amendment ZA-25-04 is to eliminate the limit on square footage for Performing Arts Centers in the E-LM district with frontage on Pine Street in order to facilitate the establishment of larger PACs in this arts-based district, it also removes the ability of PAC's to be on Industrial (Queen City) Parkway.

Geographic areas affected:

The Enterprise – Light Manufacturing District, specifically those properties in the E-LM with frontage on Pine Street and Queen City parkway.

List of section headings affected:

Amends Appendix A Use Table--All Zoning Districts, Footnote 32.

The full text of the *Burlington Comprehensive Development Ordinance* is available online at <https://www.burlingtonvt.gov/DPI/CDO> Upon request, a hard copy of the proposed amendments can be viewed at the Clerk's Office located on the second floor of City Hall, 149 Church Street, Burlington, Monday through Friday 8:00 a.m. to 4:30 p.m. or online at <https://www.burlingtonvt.gov/DPI/CDO/Amendments>

CITY OF BURLINGTON

ORDINANCE _____

Sponsors: Planning, Planning
Commission, Ordinance Committee
Public Hearing Dates: _____

In the Year Two Thousand Twenty-Five

An Ordinance in Relation to

CDO—Performing Art Centers in the E-LM District
ZA-25-04

First reading: _____
Referred to: _____
Rules suspended and placed in all
stages of passage: _____
Second reading: _____
Action: _____
Date: _____
Signed by Mayor: _____
Published: _____
Effective: _____

It is hereby Ordained by the City Council of the City of Burlington as follows:

That Appendix A, Comprehensive Development Ordinance, of the Code of Ordinances of the City of Burlington be and hereby is amended by modify Appendix A Use Table—All Zoning Districts, Footnote 32, thereof to read as follows:

Appendix A Use Table – All Zoning Districts

****For changes See attached Appendix A*

* Material stricken out deleted.

** Material underlined added.

Planning/KS/Ordinances 2025/ZA-25-04 Performing Arts Centers in the E-LM District
CDO Appendix A
3/11/2025

Appendix A-Use Table – All Zoning Districts

	Urban Reserve	Recreation, Conservation & Open Space			Institutional	Residential				Downtown Mixed Use ⁱ	Downtown Form Districts (See Article 14)	Neighborhood Mixed Use				Enterprise	
USES	UR	RCO - A	RCO - RG	RCO - C	I	RL	RM	RH	RC	DW-PT ¹⁶	Downtown FDs	NMU	NAC	NAC-R	NAC-CR	E-AE	E-LM ³⁴
RESIDENTIAL USES	UR	RCO - A ¹	RCO - RG	RCO - C	I	RL	RM	RH	RC	DW-PT ¹⁶	Downtown FDs	NMU	NAC	NAC-R	NAC-CR	E-AE	E-LM
***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
RESIDENTIAL SPECIAL USES	UR	RCO – A	RCO - RG	RCO - C	I	RL	RM	RH	RC	DW-PT ¹⁶	Downtown FDs	NMU	NAC	NAC-R	NAC-CR	E-AE	E-LM
***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
NON-RESIDENTIAL USES	UR ²¹	RCO - A	RCO - RG	RCO - C	I	RL	RM	RH	RC	DW-PT ¹⁶	Downtown FDs	NMU	NAC	NAC-R	NAC-CR	E-AE	E-LM
***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
Performing Arts Center	N	N	N	N	Y	N	N	N	N	(See Sec.4.4.1(d) 1)		CU	Y	N	CU	N	CU ^{27,32}
***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***

1. -26. As written.

27. For lots south of Home Avenue, this use is only permitted or conditionally permitted when one or more Industrial or Arts Production use(s) exists on the lot, and when the combined Gross Floor Area of all uses unrelated to Industrial or Arts production and with this footnote does not exceed 49 percent of the Gross Floor Area. For lots north of Home Avenue within the EL-M district, this footnote does not apply. Grocery Stores up to but not to exceed 35,000 square feet may be permitted subject to conditional use approval by the DRB in that portion of the Enterprise-Light Manufacturing District between Flynn and Home Avenue.

28. – 31. As written.

32. Performing Arts Centers (PACs) in the E_LM zone shall be limited to properties with frontage on Pine Street ~~up to 5,000 square feet in size, and to properties with frontage on Industrial Parkway up to 15,000 square feet in size.~~ Performing Arts Centers may contain accessory space for preparation and serving food and beverages, including alcohol, provided this accessory space comprises less than 50% of the entire establishment.

33.- 34. As written.

ⁱ For permitted and conditional uses within the Downtown and Waterfront Form Districts, refer to Article 14.

Legend:	
Y	Permitted Use in this district
CU	Conditional Use in this district
N	Use not permitted in this district
Abbreviation	Zoning District
RCO – A	RCO - Agriculture
RCO – RG	RCO – Recreation/Greenspace
RCO – C	RCO - Conservation
I	Institutional
RL	Residential Low Intensity
RM	Residential Medium Intensity
RH	Residential High Intensity
RC	Residential Corridors
DW-PT	Downtown Waterfront-Public Trust
NMU	Neighborhood Mixed Use
NAC	Neighborhood Activity Center
NAC-RC	NAC – Riverside Corridor
NAC-CR	NAC – Cambrian Rise
E-AE	Enterprise – Agricultural Processing and Energy
E-LM	Enterprise – Light Manufacturing

TO: Burlington City Council
FROM: Charles Dillard, AICP, Director, Office of City Planning
DATE: March 24, 2025
RE: Proposed ZA-25-04 Performing Arts Centers in the E-LM District

Overview & Background

As affirmed in the 2019 *planBTV: South End*, this district is a hub for creative social, cultural and economic activities. Indeed, the Plan's very first "Key Action to Preserve and Enhance the South End" is a call to reinforce an arts hub in the South End. To that end, the City of Burlington has created and maintained an arts-forward zoning framework, along with cultural and economic development initiatives and investments. One such initiative was a 2015 zoning amendment, adopted during the *planBTV: South End* planning process, to allow Performing Arts Centers (PACs) as a use in the South End's Enterprise-Light Manufacturing zoning district for the first time. As stated at the time, allowing PACs in the E-LM supports and enhances the South End's vibrant arts community. The 2015 zoning amendment includes the following standards, established as a conditional use footnote in Appendix A – Use Table:

- Allows PACs only on properties with frontage on Pine Street or Industrial Parkway (now Queen City Park Road);
- Limits PACs on parcels with Pine St. frontage to no more than 5,000 square feet, and on parcels with frontage on Queen City Park Road to no more than 15,000 square feet; and,
- Establishes that no more than 50 percent of any PAC can be devoted to accessory space for the sale and serving of food and beverages, including alcohol.

The size limitation for PACs on the Pine St. corridor were aimed at "preserving and acknowledging the existing built environment within the E-LM zone," according to the amendment's accompanying memo.

To date, just one Performing Arts Center, Arts Riot, exists in the E-LM. However, following its failed attempt to relocate to Queen City Park Road, the South Burlington-based music venue Higher Ground has expressed interest in relocating to the Pine St. corridor, a move that can only be facilitated through the amending of the aforementioned standards for PACs in the E-LM. Specifically, Higher Ground, and any similar Performing Arts Center that operates as a music venue for touring musical acts, requires a total square footage greater than what is allowed in the E-LM today. As such this amendment proposes to delete the square footage limit for PACs, only on properties with frontage on Pine Street, entirely. No other changes to the current standards are proposed.

In addition to the manifest way in which PACs support and are consistent with the South End's arts character, PACs are also critical components of the arts-based economy in Burlington. A 2019 study produced by an economic development organization in Chicago and referenced in communications to the US Congress by the National Independent Venue Association estimates that every \$1 spent on a ticket at a local music venue produces \$12 in economic activity in the form of restaurant and retail purchases and hotel stays.

Finally, it is important to note that Performing Arts Center is a Conditional Use in the E-LM district, and that this amendment has not proposed a change to make the use a Permitted Use. However, in the South End Innovation District, an overlay within the E-LM, a PAC is a permitted use.

City Council Ordinance Committee

The Ordinance Committee discussed the zoning amendment at two meetings, suggesting one revision to the amendment, and directing staff to coordinate with the Department of Public Works on parking strategies.

The Committee voted unanimously to disallow Performing Arts Centers on properties with frontage on Queen City Park Road. Essentially, this change means that the PAC use is only allowed – as a conditional use – on properties in the E-LM district with frontage on Pine Street.

The Committee also expressed concerns regarding parking impacts, specifically the potential for parking spillover onto nearby residential streets, including Marble Avenue, Pine Place, and the Five Sisters neighborhood. As such, the Committee voted to direct Planning staff to coordinate with DPW staff and the Public Works commission on the utility and appropriateness of creating resident-only parking on these nearby residential streets on event nights. Upon review, DPW staff has determined that its standard practice of coordinating with applicants through the zoning permit application process is appropriate. That coordination ensures a parking and transportation demand management strategy that is appropriate for the applicant and surrounding areas and residents.

Proposed Amendment: ZA-25-04

Amendment Type

Text Amendment	Map Amendment	Text & Map Amendment
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Purpose Statement

This amendment eliminates the limit on square footage for Performing Arts Centers in the E-LM district in order to facilitate the establishment of larger PACs in this arts-based district.

Proposed Amendments

The following amendments to the Burlington Comprehensive Development Ordinance are included in this proposal:

1. Amends Footnote 32 in Appendix A – Use Table, to remove the square footage limit for Performing Arts Centers on properties with frontage on Pine Street in the E-LM district.
2. Replaces in the same Footnote 32 a reference to “Industrial Parkway” with the street’s new name, “Queen City Park Road.

Relationship to planBTV

This following discussion of conformance with the goals and policies of planBTV is prepared in accordance with the provisions of 24 V.S.A. §4441(c).

Theme:	Dynamic	Distinctive	Inclusive	Connected
Land Use:	Conserve	Sustain		Grow

Compatibility with Proposed Future Land Use & Density

The proposed amendment will help implement a key land use policy adopted in 2019 with planBTV: South End as well as the *planBTV* Comprehensive Plan. With respect to the South End Plan, this amendment reinforces the South End as an arts hub, a key plan objective. The Comprehensive Plan calls for the fostering and maintenance of existing neighborhood characters, and identifies the South End E-LM as a district where growth is encouraged. Thus, in a similar fashion, this amendment is consistent with the Comprehensive Plan’s future land use map.

Impact on Safe & Affordable Housing

The amendment has no significant impact on the provision of safe and affordable housing. Housing is not an allowed use in the E-LM (outside of the South End Innovation District overlay).

Planned Community Facilities

This amendment supports and complements a recently constructed and evolving Burlington City Arts facility at 405 Pine Street. The amendment, through facilitating a PAC on the Pine St. corridor, promotes a

prosperous arts community and presents opportunities for partnerships between the City and successful arts-based Burlington businesses.

Process Overview

The following chart summarizes the current stage in the zoning amendment process, and identifies any recommended actions:

Planning Commission Process					
Draft Amendment prepared by: Staff 11/24/24	Presentation to & discussion by Commission 12/3/24	Approve for Public Hearing 12/3/2024		Public Hearing 1/14/2025	Approved & forwarded to Council 1/14/2025
City Council Process					
First Read & Referral to Ordinance Comm. 2/3/2025	Ordinance Comm. discussion 3/5/2025	Ordinance Comm. recommend 3/11/2025	Second Read 3/24/2025	Public Hearing 4/14/2025	Council Approval & Adoption

Board of Finance and City Council Submission Checklist

Department: City Planning Submitter: Charles Dillard

Title/Subject: ZA-25-04 Performing Arts Centers in the E-LM District

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	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	4/7/2025	Charles Dillard
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.	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?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Choose an item.	Kim Sturtevant to provide ZA
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

CITY OF BURLINGTON

ORDINANCE _____

Sponsor: Office of City Planning,
Planning Commission

Public Hearing Dates: _____

First reading: _____

Referred to: _____

Rules suspended and placed in all
stages of passage: _____

Second reading: _____

Action: _____

Date: _____

Signed by Mayor: _____

Published: _____

Effective: _____

In the Year Two Thousand Twenty-Five

An Ordinance in Relation to

ZA-25-02: Neighborhood Code - Additional Housing
Development Options

It is hereby Ordained by the City Council of the City of Burlington as follows:

1 That Appendix A-Burlington Comprehensive Development Ordinance of the Code of Ordinances of the City of
2 Burlington be and hereby amends Sec. 3.3.3(a) Impact Fee Exceptions and Waivers; Sec. 3.4.2(b) Design Review
3 Applicability; moves Map 4.5.1-1 Design Review Overlay District to Sec. 3.4.2(b) as amended and renumbers Map
4 3.4.2; amends Article 4, Sec. 4.4.5(d) by: modifying Tables 4.4.5-1 Lot Size, Frontage, Setback, and Lot Coverage
5 Standards in Residential Districts and Table 4.4.5-2 Principal & Secondary Structures Massing and Placement
6 Standards in Residential Districts; replaces the previously Reserved Sec. 4.4.5 (d) 1 A. with Pocket Neighborhoods;
7 modifies the formerly reserved Table 4.4.5-3 to establish Pocket Neighborhood Standards; creates and moves Sec.
8 4.4.5 (d) 1 B. Residential Development Bonuses to a new section, Sec. 4.4.5 (d) 5.; creates Sec. 4.4.5 (d) 2 B.
9 Rowhouses and re-numbers subsequent tables within the subsection; amends the newly-moved Sec. 4.4.5 (d) 5.
10 Residential Development Bonuses by modifying Sec. 4.4.5 (d) 5. A., Sec. 4.4.5 (d) 5. B., Sec. 4.4.5 (d) 5. C., and,
11 deleting Table 4.4.5-5 Residential Conversion Bonus, and renumbering and reformatting subsections and tables;
12 creates Sec. 4.4.5-2 (d) 2. D. Exceptions to Maximum Building Footprint Limit; creates Sec. 4.4.5 (d) 4. D. Additional
13 Unit; deletes Sec. 4.5.1 Design Review Overlay District and reserves section; modifies Sec. 5.2.2 Required Frontage or
14 Access; deletes Sec. 5.2.3 (b) 10 under Exceptions to Lot Coverage.; deletes Sec. 5.4.5 Accessory Dwelling Units;
15 modifies Sec. 6.2.2 (h) Building Location and Orientation and Sec 6.2.2 (l) Parking and Circulation; modifies Sec.
16 11.1.3 General Requirements & Applicability by modifying Table 11.1.3-1 Planned Unit Development Project Size
17 Standards; creates Sec. 11.1.5 Residential District Planned Unit Developments; creating Table 11.1.5-1 Planned Unit
18 Development Project Size Standards; creating Table 11.1.5-2 Planned Unit Development Standards; renumbers Secs.
19 11.1.6-7; and modifies Article 13 by creating a definition for Pocket Neighborhoods and Rowhouses; thereof to read as
20 follows:

Article 3: Applications, Permits, and Project Reviews

PART 3: IMPACT FEES

Sec. 3.3.3 Exemptions and Waivers

(a) Exemptions:

The following types of development are exempt from this Part:

1. – 4. *As Written*

5. The creation of an Additional Unit on lot or within Owner Occupied Single Detached Dwelling as described in Sec. 4.4.5 (d) 4. D.

Article 3: Applications, Permits, and Project Reviews

PART 4: SITE PLAN AND DESIGN REVIEW

Sec. 3.4.2 Applicability

(a) As Written

(b) Design Review:

No structure may be erected, reconstructed, substantially altered, restored, moved, or demolished or any site improvement or modification made without approval subject to the provisions of this part and the review criteria described in Art 6 Design Review shall be required for the approval of all development subject to the provisions of this ordinance within the following geographic areas or for all development subject to the following provisions:

1. For any projects located within the geographic areas as delineated as applicable on Map 3.4.2-1. the Overlay District as defined in Article 4, Sec. 4.5.1, and any of the following:

2. For any projects within geographic areas delineated as not applicable on Map 3.4.2-1 but that are subject to the following provisions:

~~1.a. Any development subject to the provisions of~~ Article 3, Part 5 – Conditional Use and Major Impact Review;

~~2.b. Any development subject to the provisions of~~ Article 5, Part 3 – Non-Conformities;

~~3.c. Any development subject to the provisions of~~ Article 5, Part 4 – Special Use Regulations;

~~4.d. Any development subject to the provisions of~~ Sec. 7.1.6 Non-Conforming Signs and Article 7, Part 3 Sign Plans;

~~5.e. Any development subject to the provisions of~~ Article 10 – Subdivision;

~~6.f. Any development subject to the provisions of~~ Article 11 – Planned Development; and,

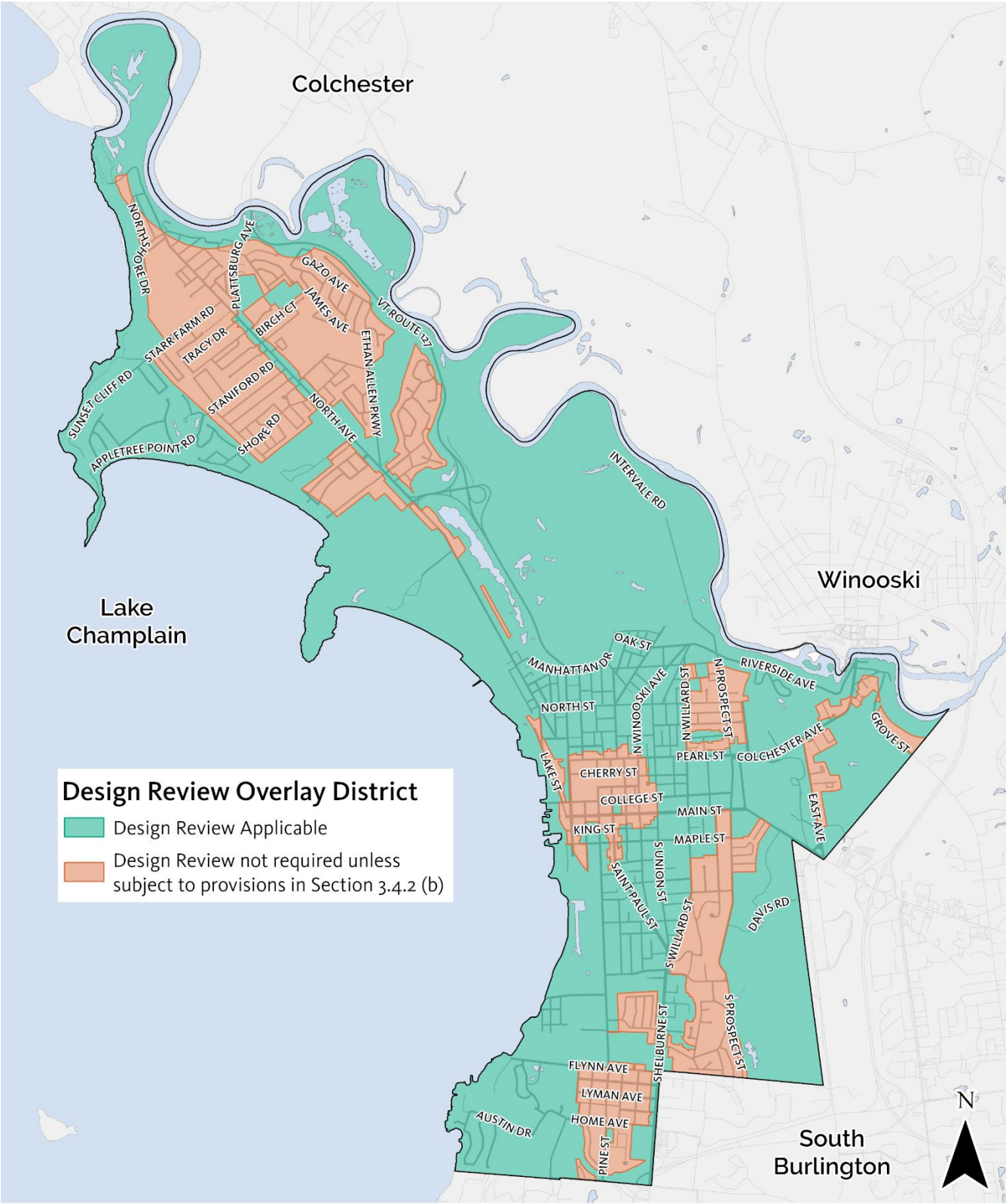
g. A project within an RL District where a building contains 3 or more units or proposes more than one building on a lot subject to Sec. 4.4.5.

~~7.h. Any development made subject to the provisions of this Part by direct reference not otherwise noted here.~~

Design Review shall not be required for:

1. Single detached dwellings and duplex dwellings within an RL district not otherwise subject to any of the above provisions.

2. All applications subject to the planBTV: Downtown Code under Art. 14, which shall be exempt from review under this section, and the development review principles and standards contained in Article 6– Development Review Standards, and instead shall be subject to the requirements of Article 14.



Map 3.4.2-1 Design Review Overlay District

*Burlington Comprehensive Development Ordinance
Districts effective Jan. 30, 2008 with amendments effective 06-02-2021 (ZA-21-03)*

Article 4: Zoning Maps and Districts**PART 4: BASE ZONING DISTRICT REGULATIONS****Sec. 4.4.5 Residential Districts****(a)** *As Written***(b)** **Dimensional Standards**

The intensity of development, dimensions of building lots, the heights of buildings and their setbacks from property boundary lines, and the limits on lot coverage shall be governed by the following standards:

Table 4.4.5-1 Lot Size, Frontage, Setback, and Lot Coverage Standards in Residential Districts

District	Min. Lot Frontage ^{2,3,4,5} (linear feet)	Setbacks ^{1,6,7,8,9}			Lot Coverage ^{1,10}
		Front	Side	Rear	
Residential Low (RL)	30'	Min: Avg. of front setback 2 adjacent lots on both sides +/- 5 feet Max required: 25 ft	Min: 10% of lot width or avg. of side setback of 2 adjacent lots on both sides Max required: 20 ft	20 ft.	45%
Residential Medium (RM)				15 ft.	55%
Residential High (RH)	N/A				80%
Residential Corridor (RC)	N/A	Min required: 5 ft Max permitted: 20 ft			80%

1. Details regarding the measurement of and exceptions to coverage and setback standards are found in Art 5.
2. The DRB may reduce the frontage requirements for lots fronting on cul-de-sacs, multiple streets, or corner lots to more closely reflect an existing neighborhood pattern.
3. Exceptions to frontage requirements for flag lots and small lot subdivisions are found in Sec. 5.2.2
4. For lots in RL or RM with more than two primary buildings, the minimum lot frontage shall be 45'.
5. Average setback for front and side setbacks are calculated based on 4 adjacent lots, two on each side within the same block and on lots with the same frontage requirements. For the purposes of determining the required front setback only, among the comparative sample of four neighboring properties, one may be removed from the averaging calculation.
6. Where there are fewer than 2 adjacent lots on both sides within the same block having the same street frontage, the average side yard setback shall be calculated from the fewer number of lots. Where there are no adjacent lots, the side setback shall be 10% of the lot width. Refer to Sec. 5.2.5 for additional details.
7. A 75 ft setback shall be required from the ordinary high water mark of Lake Champlain and the Winooski River. Additional setbacks from the lakeshore and other water features may be applicable per the requirements of Sec 4.5.3 Riparian and Littoral Conservation Overlay Zone.
8. For properties in the RL and RM zones with frontage along Lake Champlain or the Winooski River, the front yard setback shall not be required to exceed 50 feet.
9. An additional ten per cent (10%) lot coverage may be permitted for accessory residential features per (d) 2C below.

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Table 4.4.5-2 Principal & Secondary Structures Massing and Placement Standards in Residential Districts

District	Max Height & Stories ^{1,3, 5}	Max Dwelling Units per Structure ^{2,3}	Max. Principal Structure Footprint ^{3,6,7}	Max. Secondary Structure Footprint ^{3, 5, 6, 7}	Max. Linear Elevation before offset ⁴	Min. Distance between Structures on same lot
Residential Low (RL)	35’ 3 stories	4	1,800 sq.ft.	1,100 sq.ft.	50’	15’
Residential Medium (RM)	35’ 3 stories	4	1,800 sq.ft.	1,100 sq.ft.		
Residential High (RH)	50’ 4 stories	N/A	N/A	N/A		
Residential Corridor (RC)			3,600 sq.ft.	N/A		
1. Details regarding the measurement of and exceptions to height limits are found in Art 5. 2. Minimum dwelling unit size is 350 sq.ft. 3. Within RL and RM zones, lots may have up to one (1) Principal and one (1) Secondary structure per lot, except as may otherwise be allowed by Table 4.4.5-3 or Article 11. <u>Where an existing Principal Structure contains only an owner-occupied Single detached dwelling, and proposes to add one additional unit within the Principal Structure or in a Secondary Structure, see additional provisions in Sec. 4.4.5 (d) 4. D.</u> 4. Required on all building Elevations. Minimum offset is 5 ft measured perpendicular to the building Elevation in excess of 50 linear feet. 5. Except as otherwise may be permitted in Article 11, PUD, a Secondary Structure shall be placed behind the Principal Structure. 6. <u>Maximum Principal and Secondary Structure Footprint Standards shall not apply to the following Residential – Special Uses: Assisted Living, Community House, Convalescent/Nursing Home, Emergency Shelter, Historic Inn.</u> 7. <u>The conversion to a Residential Use of an existing structure exceeding this standard as of January 1, 2025 shall be allowed.</u> 8. <u>Maximum Principal and Secondary Structure Footprint Standards shall not apply to Neighborhood Commercial Uses. See Sec. 4.4.5 (d) 3 iii for Neighborhood Commercial Use size limitations.</u>						

(c) **Permitted and Conditional Uses:***As Written*(d) **District Specific Regulations**

The following regulations are district-specific exceptions, bonuses, and standards unique to the residential districts. They are in addition to, or may modify, city-wide standards as provided in Article 5 of this ordinance and district standards as provided above.

1. ***Additional Residential Development Permitted***

In addition to any applicable development permitted according to Article 11 – Planned Unit Development, the following additional development types and intensities shall be allowed within the Residential Districts, subject to the following standards.

A. Reserved Pocket Neighborhoods

A Pocket Neighborhood is a group or cluster of small detached houses or two-unit attached houses that share a common area.

(i) Development Standards

Unless otherwise stated, Pocket Neighborhood standards are required to follow the underlying district dimensional standards in table 4.4.5-1

(ii) Building and Site Standards

a) Lot Size: Pocket Neighborhoods must have a Minimum Lot Size of 4,000 sq. ft.

b) Principal Structure: Pocket Neighborhoods Pocket Neighborhoods may have a Principal Structure adhering to the requirements listed in Table 4.4.5-2.

c) Pocket Neighborhood Dwelling Units must adhere to the standards in Table 4.4.5-3 below. However, Principal Structures are subject to the standards in Tables 4.4.5-1 and 4.4.5-2:

d) Building Separation: Within a pocket neighborhood, buildings shall be separated by a minimum distance of 6 feet.

e) Building Orientation: Dwellings shall be oriented toward and within 60 feet walking distance of the Common Area. However, this standard shall not apply to a Principal Structure in existence at the time of application.

Table 4.4.5-3: Pocket Neighborhood Standards

<u>Max. Dwelling Units per Structure</u>	<u>Number of Dwelling Units per Site</u>	<u>Max. Building Footprint</u>	<u>Maximum Building Height</u>	<u>Minimum Setback from Common Area</u>
<u>2</u>	<u>Min: 3 Max: 12</u>	<u>1,000ft²</u>	<u>30'</u>	<u>3'</u>

(iii) Common Area Requirements

a) Pocket Neighborhoods shall have a Common Area that is a minimum of 400 square feet per Dwelling made up of either a continuous open space or a series of interconnected open spaces

b) No portion of the Common Area may be less than 20 feet in width or length.

c) Surface parking areas and driveways do not qualify as a Common Area.

d) A minimum of 75% of a Common Area shall be Usable Open Space.

e) Common Areas shall not include areas of steep slopes greater than 15%.

(iv) Common Building Requirements

a) Common Buildings are intended to be utilized as a community building for the sole use of the Pocket Neighborhood Residents.

b) Common Buildings are not required in Pocket Neighborhoods.

c) May take up to 25% of the required common open space, but no greater than 1,500 square feet.

d) Uses of the common building must be accessory to the Pocket Neighborhood.

(v) Parking Requirements for Pocket Neighborhoods

a) Driveway and parking areas shall meet the standards outlined in Articles 6 and 8.

b) If on-site parking is provided, the parking area shall be consolidated to minimize the number of parking areas, except as otherwise provided for in Article 6, Sec. 6.2.2(1).

c) Off-street parking can be located within a Common Building.

d) Single- and two-car garages and carports may be attached to individual residential structures, provided such garages are oriented toward the rear of the structure.

B. Rowhouses *{Residential Development Bonuses moved to new number 5 below}*

A Rowhouse is a principal structure containing one or two units that is attached in a row of no fewer than two (2) rowhouses.

(i) Development Standards

Unless otherwise stated, Rowhouse standards are required to follow the underlying district dimensional standards in table 4.4.5-1

(ii) Vehicular Access

Unless otherwise stated, vehicular access standards are required to follow Sec. 6.2.2(i). In a Rowhouse development consisting of only two Rowhouses, access shall be provided by no more than one curb cut serving both dwelling units. A Rowhouse development consisting of three or more Rowhouses shall be accessed by a rear alley with a minimum width of 15 feet. In a Rowhouse development consisting of three or more Rowhouses, a garage attached to a Rowhouse and oriented toward the street is prohibited.

(iii) Dimensional Standards

The intensity of development, dimensions of building lots, the heights of buildings and their setbacks from property boundary lines, and the limits on lot coverage shall be governed by the following standards:

Table 4.4.5-4 Rowhouse Lot and Site Standards

<u>District</u>	<u>Lot Coverage</u>		<u>Setback</u>				<u>Min. Lot Width (Individual Fee Simple Lot within Project)</u>
			<u>Project Periphery</u>			<u>Party Wall Boundary (Lot or Structure)</u>	
	<u>Project¹</u>	<u>Lot²</u>	<u>Rear</u>	<u>Side</u>	<u>Front³</u>	<u>Side</u>	
<u>Residential Low (RL)</u>	<u>55%</u>	<u>65%</u>	<u>20 ft.</u>	<u>Min: 10% of lot width or avg. of side setback of two adjacent lots on both sides, whichever is less</u> <u>Max Required: 20 ft</u>	<u>Avg. of front setback 2 adjacent lots on both sides +/- 5 feet</u> <u>Max Required: 20 ft</u>	<u>0 ft.</u>	<u>16 ft</u>
<u>Residential Medium (RM)</u>	<u>65%</u>	<u>65%</u>	<u>15 ft.</u>				
<u>Residential High (RH)</u>	<u>80%</u>	<u>80%</u>					
<u>Residential Corridor (RC)</u>	<u>80%</u>	<u>80%</u>					

1. In Projects developed with Fee Simple Rowhouse Lots, lot coverage is based on the sum area of all individual Rowhouse Lots and any common areas; in all other Projects, lot coverage is based on the Project Lot.
2. The maximum lot coverage allowed on each Fee Simple Rowhouse Lot within a Project consisting of multiple Rowhouses.
- 4.3. In Rowhouse Projects constructed perpendicularly to the street, the Front Project Periphery Setback shall apply to the foremost Rowhouse in relation to the street.

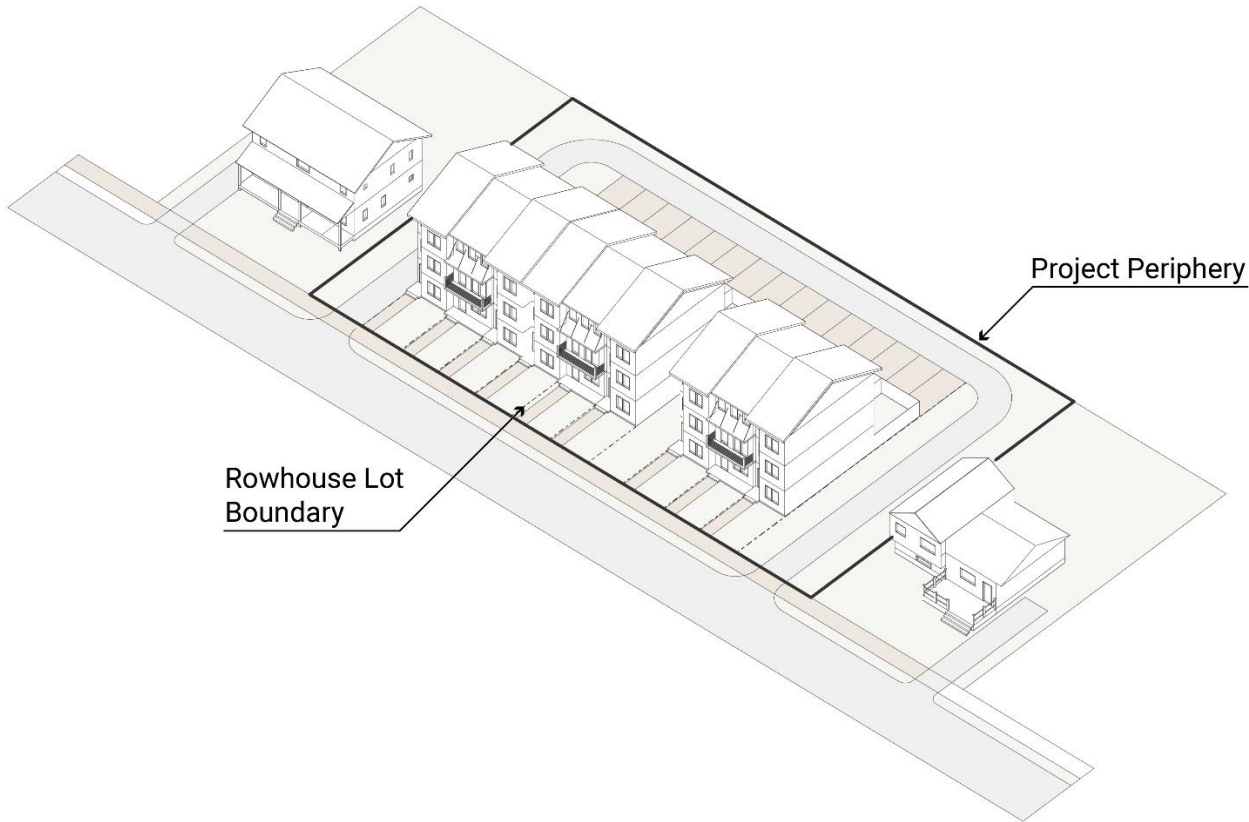


Table 4.4.5-5 Rowhouse Principal & Secondary Structure Massing & Intensity Standards

<u>Max. Dwelling Units per Structure¹</u>	<u>Max. Height & Stories</u>	<u>Sequencing</u>			<u>Max. Building Footprint</u>	
		<u>Max. Rowhouses in Uninterrupted Sequence</u>	<u>Min. Bldg Separation Between Uninterrupted Sequences</u>		<u>Rowhouse Unit</u>	<u>Secondary Structure</u>
			<u>Side</u>	<u>Rear</u>		
<u>1</u>	<u>40'</u> <u>3 stories</u>	<u>10</u>	<u>10 ft.</u>	<u>20 ft</u>	<u>900 sq. ft.</u>	<u>600 sq. ft.</u>

- A Principal Rowhouse Structure may contain a second Dwelling Unit that is subordinate to and smaller than the Structure's main Dwelling Unit.

2. Exceptions to Dimensional Standards

A. through C – As Written

D. Exceptions to Maximum Building Footprint Limit

(i) Except as provided for in (ii) below, existing structures legally existing as of January 1, 2024 in excess of the building footprint limits in Table 4.4.5-2 shall not be considered non-conforming. Such buildings shall only be allowed to be converted, adaptively reused, or enlarged, including for the purpose of adding additional units, within the limits this part or as otherwise permitted in Sec. 5.4.8 or Article 11.

(ii) Single-family homes legally existing as of January 1, 2024 in excess of the building footprint limits in Table 4.4.5-2 may be expanded to 125% of the pre-existing footprint, as long as no additional units are added.

3. Exception for Neighborhood Commercial Uses

As Written

4. Miscellaneous Standards

A. through C – As Written

D. Additional Unit on lot or within Owner Occupied Single Detached Dwelling

Where an existing Principal Structure in any Residential Zoning District contains only an owner-occupied Single Detached Dwelling, and an applicant proposes to add a single additional dwelling unit within the Principal Structure or within a detached Secondary Structure on the same lot as the owner-occupied home, the application shall be subject to administrative review and approval according to Sec.3.2.7 (a) 13, and exempt from paying impact fees, according to Sec. 3.3.3., except where otherwise required.

5. Residential Development Bonuses

The following exceptions to maximum allowable residential standards in Tables 4.4.5-1 and 4.4.5-2 may be approved in any combination subject to the maximum limits set forth in Table 4.4.5-6 at the discretion of the DRB. Any bonuses that are given pursuant to this ordinance now or in the future shall be regarded as an exception to the limits otherwise applicable.

A. (i) Housing for Older Persons and Individuals with Disabilities Bonus

Residential development in excess of the limits set forth in Tables 4.4.5-1 and 4.4.5-2 may be permitted by the DRB for projects including exclusively housing for Older Persons (as defined by the federal Fair Housing Act), housing for Individuals with Disabilities (as defined by the federal Americans with Disabilities Act), or a mixture exclusively thereof -provided the following conditions are met:

(i) a) No less than twenty-five (25) per cent of the total number of units shall be reserved for low-moderate income households as defined by state or federal guidelines, including no less than ten (10) percent reserved for low-income households. (Projects taking advantage of this bonus are exempt from the Inclusionary Zoning requirements of Article 9, Part 1.);

(ii) b) The proposal shall be subject to the design review provisions of Art. 6;

c) A maximum of an additional 10 feet of building height may be permitted in the RH District; and,

d) Lot coverage, height, and development intensity shall not exceed the following. The maximum dwelling units per building in Table 4.4.5-2 may be waived subject to the DRB approval under Article 11. and residential densities shall not exceed the following;

Table 4.4.5-46: Housing for Older Persons and Individuals with Disabilities Bonus

District	Maximum <u>Lot Coverage</u>	Maximum <u>Development Intensity Density</u>	Maximum <u>Height</u>
RL	44 <u>55</u> %	20 du/ae <u>1.5 FAR</u>	4 stories, 50 ft
RM	48 <u>65</u> %	40 du/ae <u>1.75 FAR</u>	
RH	92 <u>90</u> %	80 du/ae <u>2.0 FAR</u>	5 <u>stories, 62 ft.</u>

B. (ii) Residential Conversion Bonus

Development in excess of the limits set forth in Tables 4.4.5-1 and 4.4.5-2 may be permitted by the DRB subject to conditional use review for the conversion of an existing non-conforming nonresidential principal use to a conforming residential use subject to all of the following conditions:

- a) Any applicable lot coverage, height, FAR, and units per building limits may be modified by the DRB up to a limit of 100% of the pre-application coverage, height and GFA condition. Lot coverage and residential densities shall not exceed the following:

~~Table 4.4.5-5: Residential Conversion Bonus~~

District	Maximum Coverage	Maximum Density
RL	50% (62% with inclusionary allowance)	8 du/ae (8.75 with inclusionary allowance)
RM	60% (72% with inclusionary allowance)	30 du/ae (37.5 with inclusionary allowance)
RH	80% (92% with inclusionary allowance)	60 du/ae (69 with inclusionary allowance)

C. (iii) Limitations on Residential Development Bonuses:

For projects where the conditions of more than one applicable bonus listed above and under Sec.5.4.8 (e) are met, and where any applicable development allowances per Article 9 are utilized, the applicant may use the most permissive exemption to the underlying lot coverage or residential intensities applicable.

In no case shall any development bonuses and allowances granted, either individually or in combination, enable a building to exceed the maximum ~~density~~development intensity, lot coverage, and building height permitted in any district as defined below:

Table 4.4.5-76: Maximum Intensity, Lot Coverage and Building Heights with Bonuses

District	Maximum Density <u>FAR</u> *	Maximum Height	Maximum Lot Coverage*
RH	80 du/ae <u>2.0 FAR</u>	45 <u>62</u> -feet	92 <u>90</u> %
RM	40 du/ae <u>1.75 FAR</u>	35 <u>50</u> -feet	72 <u>65</u> %
RL	20 du/ae <u>1.5 FAR</u>	35 <u>50</u> -feet	62 <u>55</u> %

*- or 125% of the pre-application gross floor area or coverage of the qualifying principal building as may be applicable per Table 5.4.8-1 Historic Building Rehabilitation Bonus

(e) Effective Date.

The amendments to this Section 4.4.5 that allow for a secondary structure within RL and RM zones, except as may otherwise be allowed by Article 11, are effective November 1, 2024.

Article 4: Zoning Maps and Districts

PART 5: OVERLAY ZONING DISTRICT REGULATIONS

Sec. 4.5.1 ~~Reserved~~ Design Review Overlay District

~~(a) Purpose:~~

~~The Design Review Overlay District (DR) is intended to provide detailed individual review of certain uses and structures in those areas of the city which contain structures of historical, architectural, or cultural merit, and where the community has a particular interest in the design of future development in order to address specific land development objectives.~~

~~(b) Areas Covered:~~

~~The geographic¹ areas subject to the Design Review Overlay shall be as delineated on Map 4.5.1—1: Design Review Overlay, that include the following:~~

~~(1) The following zoning districts:~~

~~A. The Downtown Waterfront—Public Trust district and all Neighborhood Mixed Use, Enterprise, Institutional, Urban Reserve, and Recreation, Conservation and Open Space districts; and,~~

~~B. Portions of the Residential Districts as identified in Map 4.5.1—1 and described below.~~

~~(2) The following areas within Residential Districts:~~

~~A. All properties west of the Burlington Bike Path north of College Street;~~

~~B. All properties west of the Vermont Railway line south of Lakeside Ave;~~

~~C. All properties within 500' of Lake Champlain or the Winooski River;~~

~~D. All properties with frontage on Brooks Avenue;~~

~~E. All properties within the area bounded by Maple, South Willard, Howard and South Union streets;~~

~~F. All properties with frontage on the west side of South Union St. between Main and Howard streets;~~

~~G. All properties with frontage on the north side of Howard St. between South Union and St. Paul streets;~~

~~(3) The following uses, buildings, and properties within Residential Districts:~~

~~A. All nonresidential uses, residential uses with home occupations, or other conditional uses, having frontage on the following major streets:~~

~~(i) Shelburne Street, from its point of beginning southerly to its intersection with Home Avenue;~~

~~(ii) South Union Street, from its intersection with Howard Street southerly to its terminus at Shelburne Street;~~

~~(iii) St. Paul Street, from its intersection with Howard Street southerly to its terminus at Shelburne Street;~~

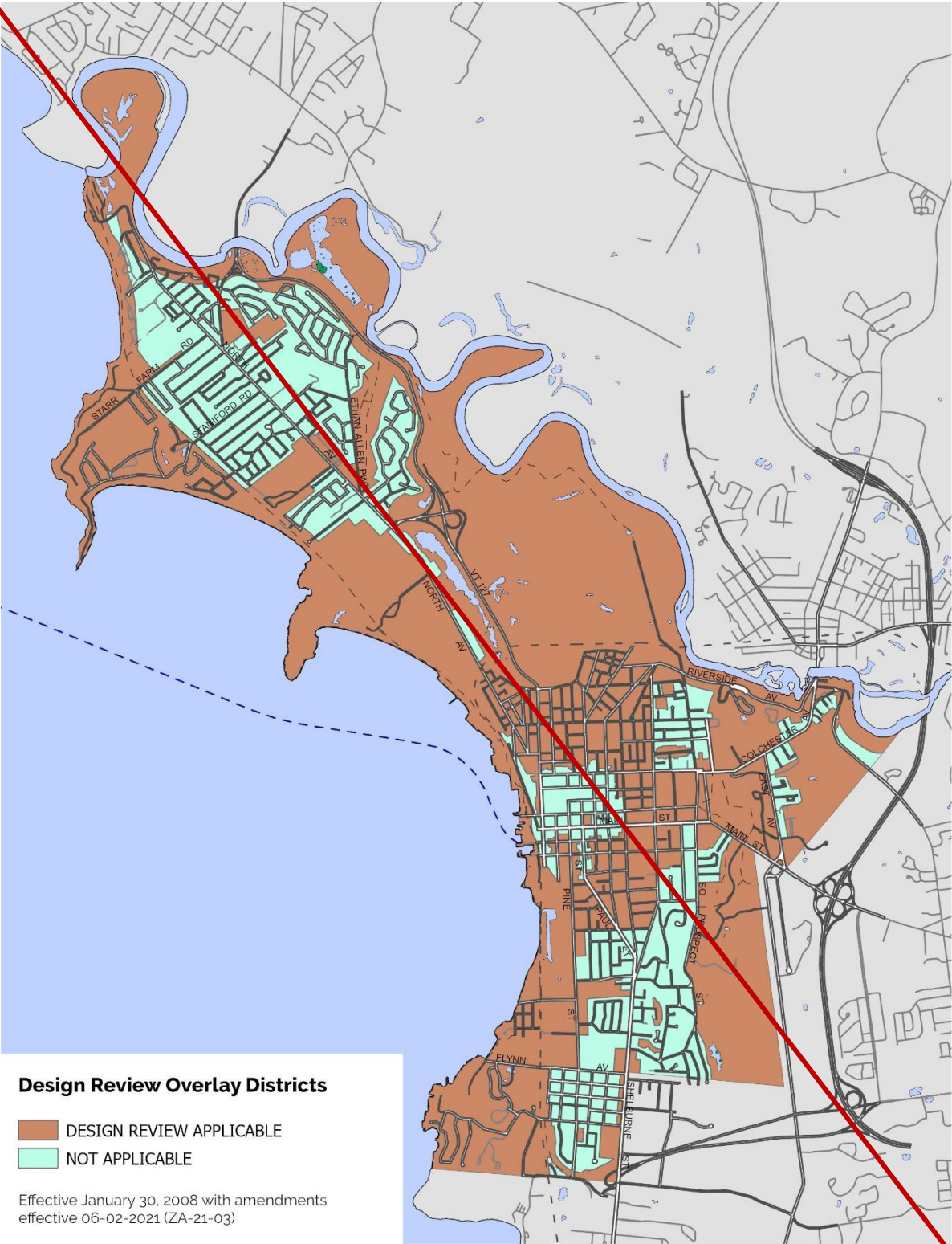
~~(iv) Colchester Avenue, from its intersection with East Avenue northeasterly to its intersection with Barrett Street; and~~

~~(v) North Avenue, from its intersection with Convent Square northerly to its intersection with Plattsburg Avenue.~~

~~(c) District Specific Regulations: Design Review Overlay District:~~

~~Within this overlay district, no structure may be erected, reconstructed, substantially altered, restored, moved, or demolished or any site improvement or modification made without approval subject to the provisions of Article 3, Part 4 pertaining to Design Review and the review criteria described in Art 6.~~

¹ ~~This Section only defines the geographic areas of the city that are subject to Design Review. Other types of development are also subject to Design Review pursuant to the requirements of Article 3, Part 4.~~



Map 4.5.1 1: Design Review Overlay

Article 5 Citywide General Regulations**PART 2: DIMENSIONAL REQUIREMENTS****Sec. 5.2.2 Required Frontage or Access**

No subdivision of land may be permitted on lots that do not have frontage on a public road or public waters, except for rowhouses. For rowhouses only, access to such road or waters may be provided by a permanent easement of at least twenty-five (25) feet in width.

~~For lots that have access on both a public road and public waters, only the access on a public road shall be considered for the frontage required under this ordinance.~~

~~For lots of record existing as of April 26, 1973, subdivision may be permitted with approval of the DRB, if access to such road or public waters exists by a permanent easement or right of way of at least twenty five (25) feet in width.~~

Sec. 5.2.3 Lot Coverage Requirements

Where a maximum lot coverage is specified pursuant to the requirements of Article 4, no building or part of a building or impervious surface or other form of coverage shall exceed such maximum allowable except as specifically authorized by this ordinance.

(a) Calculating Lot Coverage:

As Written

(b) Exceptions to Lot Coverage:

In all districts, the following shall not be counted as lot coverage:

1. through 9. – *As Written*

10. ~~For lot area occupied by an ADU, the DRB may approve up to 650 sq. ft. additional lot coverage over existing lot coverage, even if present or proposed lot coverage exceeds the standard lot coverage limits. To grant such an exemption, the DRB must find that the existing lot coverage has been lawfully created, and that the proposed location, site design, and improvements will enable on-site management of the first one inch of stormwater runoff from the lot area of the ADU exceeding the applicable lot coverage limit, and will not have undue adverse impact on public rights of way based on the review of the DPW Stormwater Program Manager.~~

Article 5: Citywide General Regulations**PART 4: SPECIAL USE REGULATIONS****Sec. 5.4.5 Accessory Dwelling Units****(a) Accessory Units, General Standards/Permitted Uses:**

~~Where there is a principal structure on a lot which exists as an owner-occupied single family residence, one accessory dwelling unit, that is located within or appurtenant to such single family dwelling, shall be allowed as a permitted use if the provisions of this subsection are met. An accessory dwelling unit means a dwelling unit that is clearly subordinate to the principal dwelling, and has facilities and provisions for independent living, including sleeping, food preparation, and sanitation. An accessory unit shall not be counted as a dwelling unit for the purposes of density calculation. Additionally, there must be compliance with all the following:~~

- ~~1. The property has sufficient wastewater capacity as certified by the Department of Public Works; and~~
- ~~2. The unit does not consist of more than 900 sq.ft., or 30 percent (30%) of the Gross Floor Area of the principal home, whichever is greater; and~~
- ~~3. Applicable setback and coverage requirements are met, except as provided for in Sec. 5.2.3 (b) 10; and~~

~~4. A deed or instrument for the property shall be entered into the land records by the owner containing a reference to the permit granting the accessory unit prior to the issuance of the certificate of occupancy for the unit. Such reference shall identify the permit number and note that the property is subject to the permit and its terms and conditions including owner occupancy. No certificate of occupancy shall be issued for the unit unless the owner has recorded such a notice.~~

(b) Discontinuance of Accessory Units:

~~Approval of an accessory dwelling unit is contingent upon owner occupancy of either the principal or accessory dwelling unit as a primary residence. For purposes of this section, owner occupancy means that, after the creation of the accessory unit all individuals listed on the deed for the property must reside in the principal unit or in the accessory unit. If neither the principal unit nor the accessory unit is owner occupied as a primary residence, the approval for the accessory dwelling unit is void and the kitchen of the accessory dwelling unit must be removed within 90 days with the entirety of the property being occupied as a single unit. When an accessory unit that is the result of additional square footage and/or a new accessory structure is proposed to be removed, revised floor plans and a revised site plan shall be required to be submitted for review and approval.~~

~~Furthermore, where additional square footage is added to a single family home for purposes of creating an accessory unit and the accessory unit is at any point discontinued, none of the additional square footage shall be eligible for the purposes of increasing the number of unrelated adults that may be allowed to inhabit the property.~~

Article 6: Development Review Standards

PART 2: SITE PLAN DESIGN STANDARDS

Sec. 6.2.2 Review Standards

(a) - (g) – As Written

(h) Building Location and Orientation

The introduction of new buildings and additions shall be consistent with the intent of the district. New buildings and additions should be aligned with the front façade of neighboring buildings to reinforce the existing “street-edge,” or where necessary, located in such a way that complements existing natural features and landscapes. Buildings placed in mixed-use areas where high volumes of pedestrian traffic are desired should seek to provide sufficient space (optimally 12-15 feet) between the curblin and the building face to facilitate the flow of pedestrian traffic. In such areas, architectural recesses and articulations at the street-level are particularly important, and can be used as an alternative to a complete building setback in order to maintain the existing street wall.

Principal buildings shall have their main entrance facing and clearly identifiable from the public street except as allowed in Sec. 5.2.2 and Sec. 11.1.5. The development of corner lots shall be subject to review by the city engineer regarding the adequacy of sight distances along the approaches to the intersection. To the extent practicable, development of corner lots in non-residential areas should try to place the building mass near the intersection and parallel to the street to help anchor the corner and take advantage of the high visibility location.

In residential areas, accessory buildings shall be located in such a way so as to be secondary and subordinate in scale and design to the principal structure. A parking structure – either attached or detached – shall be setback from the longest street-facing wall of the principal structure and be deferential yet consistent in character and design. Where a garage is not oriented towards the street (i.e. the garage doors face the rear or side yard), the street-facing garage wall shall have windows or doors or other features that break-up the mass into smaller elements, and be blended with the character of the residential portion of the structure.

Where a garage is attached to a principal single-family or duplex residential structure and oriented to the street (i.e. the garage doors face the street) the following standards shall apply:

1. *As Written*

(i) - (p) – As Written

(l) *Parking and Circulation*

To the extent possible, parking should be placed at the side or rear of the lot and shall be screened from view from surrounding properties and adjacent public rights of ways. Any off-street parking occupying street level frontage in a Downtown Mixed Use District shall be setback from the edge of the front property line in order to provide space for active pedestrian-oriented uses. Where street-level parking is provided within an existing structure, the cars shall be screened from the sidewalk and the area shall be activated with landscaping, public art, or other design amenities. Parking areas of more than 20 spaces should be broken into smaller areas separated by landscaping.

Attempts to link adjacent parking lots or provide shared parking areas which can serve neighboring properties simultaneously shall be strongly encouraged.

Parking shall be laid out to provide ease in maneuvering of vehicles and so that vehicles do not have to back out onto city streets. Dimensions of spaces shall at a minimum meet the requirements as provided in Article 8. The perimeter of all parking areas shall be designed with anchored curb stops, landscaping, or other such physical barriers to prevent vehicles from encroaching into adjacent green spaces.

Surface parking and maneuvering areas should be shaded in an effort to reduce their effect on the local microclimate, air quality, and stormwater runoff with an objective of shading at least 30% of the parking lot. Shading should be distributed throughout the parking area to the greatest extent practical, including within the interior depending on the configuration. New or substantially improved parking areas with 15 or more parking spaces shall include a minimum of 1 shade tree per 5 parking spaces with a minimum caliper size of 2.5”-3” at planting. Up to a 30% waiver of the tree planting requirement may be granted by the development review board if it is found that the standard requirement would prove impractical given physical site constraints and required compliance with minimum parking requirements. All new shade trees shall be: of a species appropriate for such planting environments, expected to provide a mature canopy of no less than 25-feet in diameter, and selected from an approved list maintained by the city arborist. Existing trees retained within 25-feet of the perimeter of the parking area (including public street trees), and with a minimum caliper size greater than 3-inches, may be counted towards the new tree planting requirement.

All parking areas shall provide a physical separation between moving and parked vehicles and pedestrians in a manner that minimizes conflicts and gives pedestrians a safe and unobstructed route to building entrance(s) or a public sidewalk.

Where bicycle parking is provided, access shall be provided along vehicular driveways or separate paths, with clearly marked signs indicating the location of parking areas. Where bicycle parking is located proximate to a building entrance, all shared walkways shall be of sufficient width to separate bicycles and pedestrians, and be clearly marked to avoid conflicts. All bicycle parking areas shall link directly to a pedestrian route to a building entrance. All bicycle parking shall be in conformance with applicable design & construction details as provided by the dept. of public works.

Article 11: Planned Development

PART 1: PLANNED UNIT DEVELOPMENT

Sec. 11.1.1 Intent. – As Written

Sec. 11.1.2 Authority. – As Written

Sec. 11.1.3 General Requirements and Applicability

With the exception of development subject to the requirements of Art 14, any development involving multiple lots, tracts or parcels of land to be developed as a single entity, or seeking to place multiple structures and/or uses on a single lot where not otherwise permitted, may be permitted as a PUD subject to the provisions of this Article.

A planned unit development may be permitted subject to minimum project size as follows in the following districts:

Table 11.1.3-1 Planned Unit Development Project Size Standards

Districts	Minimum Project Size
RH, RM , Downtown Waterfront – Public Trust District and Neighborhood Mixed Use, Institutional, E-LM	No minimum project size.
<u>RH, RL, RM, RC</u>	<u>See 11.1.5-1 for additional standards for PUD project sizes in the Residential districts.</u>
RL , RCO-R/G	<u>2-acres or more See 4.4.6 (c) for additional standards for PUD project sizes in the RCO-R/G Districts.</u>

Sec. 11.1.4 Modification of Regulations

As Written

Sec. 11.1.5 Approval Requirements Residential District Planned Unit Developments

(a) Dimensional Standards

Unless otherwise stated, Planned Unit Development standards are required to follow the underlying district dimensional standards.

1. A Planned Unit Development with Project Size of less than 0.5 acres and consisting of a Pocket Neighborhood or Rowhouse project, shall be allowed, subject to underlying standards in Sec. 4.4.5(d)1.
- 1.2. A Planned Unit Development with Project Size of 0.5 acres or more shall be allowed, subject to the standards established below in Table 11.1.5 -1 and Table 11.1.5-2.

Table 11.1.5 -1 Residential District Planned Unit Development Intensity Standards

<u>District</u>	<u>Project Size</u>	<u>Max. Building Footprint^{1, 2}</u>	<u>Max. Dwelling Units Per Structure³</u>	<u>Max. FAR</u>	<u>Max. Bldg. Height</u>
<u>RL</u>	<u>0.5 – 2.99 Acres</u>	<u>5,000 sq. ft.</u>	<u>12</u>	<u>0.75</u>	
	<u>3+ Acres</u>	<u>15,000 sq. ft.</u>	<u>Bldg. footprint of 5,000 sq. ft or less: 12 units</u> <u>Bldg. footprint greater than 5,000 sq. ft.: N/A</u>		
<u>RM</u>	<u>0.5 – 2.99 Acres</u>	<u>5,000 sq. ft.</u>	<u>12</u>	<u>1.0</u>	<u>3 Stories</u> <u>35 ft.</u>
	<u>3+ Acres</u>	<u>15,000 sq. ft.</u>	<u>Bldg. footprint of 5,000 sq. ft or less: 12 units</u> <u>Bldg. footprint greater than 5,000 sq. ft.: N/A</u>		
<u>RH</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>1.0</u>	<u>4 Stories</u> <u>50 ft.</u>
<u>RC</u>	<u>Less than 0.5 Acres</u>	<u>3,600 sq. ft.</u>	<u>N/A</u>	<u>1.0</u>	<u>4 Stories</u> <u>50 ft.</u>
	<u>0.5 – 2.99 Acres</u>	<u>5,000 sq. ft.</u>			
	<u>3+ Acres</u>	<u>15,000 sq. ft.</u>			

1. For projects within RL, RM, RH, and RC zones, the limit on the number of Principal and secondary structures is not applicable.
2. The DRB may grant an expansion beyond these maximum footprints for additions to existing buildings in excess of these footprint limits as of January 1, 2024.
3. A PUD designated a Priority Housing Project as per 10 V.S.A. § 6001 may increase the maximum dwelling units per structure with footprint of 5,000 square foot or less to 16 when the building has a height of four stories.

The Development Review Board may exempt Planned Unit Developments existing as of January 1, 2024 from any standard in Table 11.1.3-2

Table 11.1.5-2 Residential District Planned Unit Development Setback Standards

<u>District</u>	<u>Setback</u>				
	<u>Project Periphery</u>			<u>Front Internal ROW³</u>	<u>Rowhouse Party Wall Boundary (Lot or Building)</u>
	<u>Rear¹</u>	<u>Front²</u>	<u>Side</u>		
<u>RL</u>	<u>20 ft.</u>	<u>Avg. of front setback 2 adjacent lots on both sides +/- 5 feet</u> <u>Max Required: 20'</u>	<u>Min: 10% of lot width or avg. of side setback of two adjacent lots on both sides, whichever is less</u> <u>Max Required: 20' 0 ft.</u>	<u>0' Min</u> <u>20' Max</u>	<u>0 ft.</u>
<u>RM</u>	<u>15 ft.</u>				
<u>RH</u>					
<u>RC</u>		<u>Min Required: 5'</u> <u>Max Required: 20'</u>			

- Buildings with a footprint greater than 5,000 sq. ft. must be set back at least 50 feet from any adjacent Lot not within the PUD and located in an RL or RM district.
- Buildings fully contained in the RL and RM districts with a footprint greater than 5,000 sq. ft. must have a front project periphery setback of at least 50 feet. This footnote does not apply to any building that partially occupies any portion of a lot zoned RC.
- Front setbacks shall be measured from the edge of the Right-of-Way that is fully internal to the project, to which the building draws its frontage. Buildings must be at least 10' from the curb or edge of a public Right-of-Way if no curb exists, except where the ROW is a Public Path, in which case the building must be at least 5' from the edge of the Public Path.

Sec. 11.1.5-6 Approval Requirements

As Written

Sec. 11.1.6-7 Non-Residential Facilities

As Written

Article 13: Definitions

Pocket Neighborhood: a group or cluster of small detached houses or two-unit attached houses that share a common area.

Rowhouse: a principal structure containing one or two units that is attached in a row of no fewer than two (2) rowhouses.

* Material stricken out deleted.

** Material underlined added.

TO: Burlington Planning Commission
FROM: Charles Dillard, AICP, Director, Office of City Planning
Sarah Morgan, AICP, Senior Planner
DATE: April 7, 2025
RE: Proposed ZA-25-02 Neighborhood Code – Additional Housing Development Options

This memo is intended to provide an overview about Burlington’s Neighborhood Code amendments, an update of the impact the Neighborhood Code has had on the City’s housing stock, and relevant information and context about the proposed amendment, ZA-25-02: Neighborhood Code - Additional Housing Development Options. **Details related to ZA-25-02 are outlined in Section 3 of this memo.**

1. Overview & Background of the Neighborhood Code

Burlington’s Neighborhood Code is a series of zoning amendments that aim to enable more neighborhood-scale housing types citywide, including duplex, triplex, and four-unit buildings, as well as townhomes and other small-to-medium sized multi-unit building types in some locations.

Following a nine-month engagement period, the initial Neighborhood Code proposal was reviewed and refined by a Joint Committee made up of the City Council Ordinance Committee members and the Planning Commission in the fall of 2023. Eight meetings were held between October 4 and December 19, 2023 to review the proposed Neighborhood Code and make modifications to several recommendations originally presented by staff. Over the course of these meetings, the Joint Committee’s work focused on the major recommendations related to the Neighborhood Code purpose, and a number of standards to ensure these recommendations can be implemented.

During its discussion of the proposed Neighborhood Code amendments in fall and winter 2023, the Joint Neighborhood Code Committee bifurcated the Code to facilitate discussion of the Code’s core concepts while reserving later discussion for the subsequent packages of amendments known as Neighborhood Code Part 2.

Neighborhood Code Part 1 (ZA-24-02, Adopted by City Council March 25, 2024)

The City Council adopted ZA-24-02 (Neighborhood Code) at its March 25, 2024. This amendment created a new framework for the city’s residential zoning districts that enables a range of housing types, including single-family, ADUs, duplex through four-unit developments, and townhouses and small multi-unit buildings. These amendments enabled greater flexibility for existing homes as well as a range of housing options within neighborhoods, create new zoning standards along transportation corridors identified in *planBTV*, and comply with Act 47 of 2023 of the VT Legislature.

Changes made to Burlington’s Comprehensive Development Ordinance (CDO) during this initial package of amendments aimed to enable more housing types across residential districts by using the tools that balanced development predictability and flexibility. This amendment addressed substantive changes to Article 4 and Appendix A, as well as other sections, by evolving the residential zoning district standards, allowable uses, and district boundaries. Key changes made to Burlington’s residential zoning standards as part of ZA-24-02 included the following:

- Modified and streamlined residential zoning districts and boundaries to more closely align with existing neighborhood development patterns.
- Created the Residential Corridor district, which allows greater flexibility for housing types and intensity along transportation corridors identified in the City’s Comprehensive Plan, *planBTV*.
- Replaced traditional density standards with massing standards, including the number of units per building, updated lot coverage, standardization of rear setbacks, maximum building footprints, and building height.
- Allowed two free-standing structures in the Residential – Low and Residential – Medium districts with up to four units per building.
- Allowed for Neighborhood Commercial Uses (such as cafes, bars, laundromats, small groceries, etc.) to be permitted in the Residential Corridor district.

About Neighborhood Code Part 2

The purpose of Part 2 of the Neighborhood Code has been to explore technical details and related standards necessary for implementing neighborhood-scale infill development across Burlington. Following the adoption of Neighborhood Code Part 1, there were a number of related standards that needed to be addressed throughout the CDO. Many of these were originally intended to be discussed as part of the Joint Committee discussions, and some have emerged from additional public discussion at the hearings for Part 1 as well as from inquiries following the adoption of the code. Additionally, during the City Council Public Hearing for Neighborhood Code Part 1, City Council requested that the Planning Commission discuss considerations related to the allowance of secondary structures in Residential Districts as part of the Neighborhood Code Part 2 amendments.

Unlike Part 1 of the Neighborhood Code, recommendations have come from the Planning Commission as two separate amendments, Part 2A and Part 2B.

Overview of ZA-24-04: Neighborhood Code Part 2A: Secondary Structures + Technical Corrections

The purpose of the Neighborhood Code Part 2A amendment was to clarify and correct technical aspects related to the process and implementation of Neighborhood Code Part 1. The amendments include the following:

- Created additional miscellaneous definitions to clarify and support consistent implementation of new standards, including what is counted with the maximum “building footprint”.
- Technical Corrections, including clarifying the Residential Corridor Zone required frontage on a major thoroughfare and allowed for multiple Principal Uses; updating zoning for Starr Farm Park; internal reference correction.

Per the request from the City Council on March 25th, this amendment clarified the relationship between secondary buildings permitted under the residential standards and the citywide provisions for secondary structures. Though most standards related to Secondary Structures remained unchanged from what had been adopted in March 2024, the following changes were made as part of this amendment:

- The maximum building footprint for Secondary Structures in the Residential – Medium district was increased from 900 square feet to 1,100 square feet.
- Secondary Structures, except as otherwise permitted in Article 11, were required to be placed behind the Principal Structure.

Additional corrections and clarifications were also included as part of ZA-24-04, such as the possible situations where exceptions to maximum building footprint standards should be considered or the consolidation of the applicability of Design Review and the Design Review Overlay zone into one section that provides clearer expectations of what is subject to review. However, the City Council Ordinance Committee decided during its 9/11/24 and 9/16/24 meetings to limit the scope of this amendment to focus specifically on Secondary Structures.

Ultimately, the City Council adopted Part 2A (ZA-24-04) on October 28, 2024, which included considerations for secondary structures and recommended technical corrections. The remaining recommendations from the Planning Commission, those unrelated to Secondary Structures and more substantive than technical, remained with the City Council Ordinance Committee awaiting further discussion. This set of recommendations held by the Ordinance Committee was referred back to the Planning Commission to incorporate into Neighborhood Code Part 2B (ZA-25-02).

Details related to “ZA-25-02: Neighborhood Code Part 2B – Additional Housing Development Options” are outlined in Section 3 of this memo.

2. Neighborhood Code Implementation – 1 year later

Since March 2024, a total of eighteen permits have been sought under the adopted Neighborhood Code standards. Of these, two permits have been withdrawn, and one has been denied, resulting in fifteen permits currently on record for staff review. Eleven of these zoning permits have been approved, allowing for the addition of 25 units to Burlington’s housing stock. Among the eleven approved permits, most involve the addition of one to two units through the conversion or renovation of existing structures. One project in the RH district will enter the Planned Unit Development (PUD) process to create 12 new units.

There are four permits still undergoing the permitting process, which together represent a total of 10 additional units.

Overall, the proposed units are not concentrated in a specific neighborhood; they are distributed across various neighborhoods in Burlington.

Net Change in New Units by Residential District			
District	Total Units	Units Approved	Units Pending Approval
Residential – Low	10	6	4
Residential – Medium	21	15	6
Residential – High	1	1	-
Residential – Corridor	3	3	-

3. **ZA-25-02: Neighborhood Code - Additional Housing Development Options**

This amendment, ZA-25-02, addresses additional housing opportunities, including standards for Planned Unit Developments, Pocket Neighborhoods, and Rowhouses. Additionally, the amendment also includes the portions of ZA-24-04 that were not adopted by City Council in October 2024 but retained for discussion at the Ordinance Committee. Those proposed amendments were returned to the Planning Commission and have since been incorporated into this amendment. The housing typologies this proposed amendment enables in Burlington’s residential districts are described below.

Rowhouses

Rowhouses, also known as townhouses, are a housing option commonly referred to as a missing middle type. Rowhouses are a historic development pattern in Burlington and across the United States, particularly in historic districts, though they are a common housing type in communities experiencing infill redevelopment.

Rowhouses are characterized by their narrow footprint and arrangement in sequences, or rows, of attached units. Rowhouses are separated from one another by a party wall, and are frequently located on their own fee simple parcel. A sequence of two rowhouses is also known as a “fee simple duplex,” in which each duplex unit occupies its own parcel. Rowhouses that are not on their own individual fee simple parcels are multifamily buildings in a condominium legal arrangement. The predominant trend for Rowhouse development in the United States is the fee simple model, which is currently not facilitated by the CDO. Rowhouse developments may or may not share common spaces, though ideally a project creating multiple rowhouses will include common access routes, including alleys and consolidated driveways to limit the number of curb cuts.

Pocket Neighborhoods

Pocket Neighborhoods, often known as Cottage Courts, consist of small-scale homes that are typically one to two stories tall and are oriented around a shared common area. These neighborhoods are designed to promote interaction and community among neighbors while still respecting personal privacy. Staff recommends reviewing the two Fit Tests of Cottage Courts in Burlington created by Opticos Design during the Neighborhood Code process, [which are available online](#).

Below are key themes and recommendations related to Pocket Neighborhoods:

Shared Common Area: The central, shared area in most Pocket Neighborhoods is intended to serve the functions typically fulfilled by individual yards. Homes within Pocket Neighborhoods are recommended to be within a comfortable walking distance from this shared common area, with entrances facing this space. The size of the common area can vary depending on the site, but the amendment establishes a minimum of 400 square feet per dwelling, with dimensions of at least 20 feet in either width or length. Furthermore, the proposed standards for common areas state that (1) they shall not include slopes greater than 15%, and (2) at least 75% of the common area must be Usable Open Space. Usable Open Space, as defined in Article 13 of the Community Development Ordinance (CDO), refers to:

“Any lot area(s) or portion thereof, which enhance utility and amenity by providing space for active or passive recreation including improvements such as: recreational facilities, walkways, plazas, tennis courts, bikeways, boardwalks, recreational piers, sitting walls, fountains, lawns, gardens, unprogrammed landscaped areas and works of art. Usable open space shall not include parking or drives.”

Size of Pocket Neighborhoods: Best practices for Pocket Neighborhoods recommend a maximum of 12 dwelling units per site. Each structure may contain up to 2 dwelling units, with a maximum building footprint of 1,000 square

feet. Additionally, these detached dwellings must be at least 6 feet apart from one another and have a maximum building height of 30 feet. Due to the smaller scale of these homes, a Pocket Neighborhood can be developed on a lot as small as 4,000 square feet.

Common Building: Although not mandatory, a common building may be established within a Pocket Neighborhood to serve as a community facility, separate from the individual homes. Given the smaller sizes of the dwellings, a common building could provide shared amenities such as laundry facilities or other accessory uses. It is recommended that a common building be allowed in the common area, but it should not occupy more than 25% of the required open space.

Planned Unit Developments

A Planned Unit Development (PUD) is a development type currently allowed and regulated by Article 11 of the CDO that intends to create design and economic flexibility. This amendment proposes PUD standards specific to Residential zoning districts in order to facilitate infill housing that is context-sensitive but also in a manner that acknowledges that some, primarily larger, development sites can accommodate larger buildings in thoughtful and cohesive ways. This amendment modifies, at minimum, the following Planned Unit Development (PUD) standards:

- Thresholds for lot/project size in the Residential districts;
- Development intensity (FAR);
- Permitted Uses;
- Setbacks; and,
- Other topics as identified

During its PUD discussions, the Commission focused on two topics primarily: Floor Area Ratio (FAR) and maximum Building Footprint. Regarding FAR, the Commission expressed interest in understanding the housing output of various FAR standards, and also heard support from some in the community for FAR standards higher than those proposed by staff. After reviewing the initial FAR standards once again, staff recommends similar or slightly increased FAR standards of 0.75 in the RL district and 1.0 in the RM and RC districts (there are no specific PUD standards proposed for the RH district).

With respect to building footprint, the initial proposal recommended allowing buildings up to 10,000 or 15,000 square feet in PUDs of 1 to 3 acres and 3+ acres, respectively. In hindsight, staff suggests these proposed maximums are too large on PUD sites less than three acres. Generally, changes to the PUD standards within the frame of the Neighborhood Code should seek primarily to employ those building typologies facilitated in the district's base standards, with exceptions for large projects (3+ acres). In other words, Neighborhood Code-related PUDs should seek to facilitate "missing middle" scale housing typologies, typically ranging in size from two to 16 units, such as those identified in the following images.

Staff recommends allowing larger format buildings with footprints up to 15,000 square feet only in PUD projects of three or more acres. A previous recommendation that PUDs should only be allowed to contain one such large format building has been deleted from the current proposal. Any consideration for allowing even larger buildings should be made outside of the Neighborhood Code project, particularly through area planning processes like the upcoming *planBTV: New North End*.

The recommendation to reduce the maximum allowable building footprint acknowledges the Neighborhood Code's call to create new "neighborhood-scale" housing citywide. That said, the recommendation to facilitate buildings up to 5,000 square feet in PUDs between 0.5 and 3 acres is made also to address specific segments of the housing market, namely the significant need to create infill homes with multiple bedrooms and those that can facilitate "aging-in-place." Large format buildings with footprints greater than 5,000 square feet, especially those with footprints of 8,000 square feet or more, are invariably double-loaded corridor structures in which studio and one-bedroom apartments predominate. Smaller footprint buildings up to 5,000 square feet in footprint lend themselves much more readily to units with two, three, or more bedrooms. Ground floor units in these buildings can also be accessible "flats" with multiple bedrooms, which do allow for Burlington's older populations and individuals with disabilities to remain in the city's neighborhoods. Furthermore, these smaller format buildings tend to have units with multiple aspects, allowing for cross-ventilation and improved indoor air quality and energy performance compared to single-aspect units in double-loaded corridor structures.

4. **Proposed Amendment: ZA-24-04**

a) **Amendment Type**

Text Amendment	Map Amendment	Text & Map Amendment
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b) **Purpose Statement**

This amendment, ZA-25-02, addresses additional housing development opportunities, including standards for Planned Unit Developments, Pocket Neighborhoods, and Rowhouses. Additionally, the amendment also includes the portions of ZA-24-04 that were not adopted by City Council in October 2024 but retained for discussion at the Ordinance Committee.

c) **Proposed Amendments**

1. Amendment to Article 3 – Applications, Permits, and Project Reviews:

- Amends Sec. 3.3.3 (a) 5 by adding “the creation of an Additional Unit on lot or with in Owner Occupied Single Detached Dwelling as described in Sec. 4.4.5 (d) 4. D.” to developments exempt from Impact Fees.
 - Rationale: The purpose of this change is to explicitly state that the creation of one additional unit on a lot with an Owner Occupied Single Detached Dwellings is exempt from Impact Fees, which is relevant to changes made in Sec. 4.4.5 4. (d) 4. D. that clarifies the relationship between secondary residential structures allowed in residential districts and citywide provisions for Accessory Dwelling Units (ADUs).
- Moves Map 4.5.1-1 Design Review Overlay to Article 3, becoming Map 3.4.2-1.
 - Rationale: By starting with the map of where Design Review is applicable, it presumes that all of the project types listed under 3.4.2 (b) 2 are subject to Design Review within the overlay district. Section 3.4.2 (b) 2 is retained to provide clarity that projects within this list will still be subject to design review despite being outside of the Design Review Overlay District.
- Corrects Map 4.5.1-1 Design Review Overlay (Proposed to become Map 3.4.2-1).
 - Rationale: This map change as made to resolve any gaps between current Design Review Overlay District and the changes in district boundaries made in ZA-24-02 by including areas that were previously re-zoned from RL to RM or RC as part of the Design Review Overlay District.
- Amends Sec. 3.4.2 (b) to explicitly state that “Single detached dwellings and duplex dwellings within an RL district not otherwise subject to any of the above provisions.”
 - Rationale: By excluding the requirement that duplexes in RL districts are subject to Design Review aims to facilitate the development of this housing type in the RL District.

2. Amendments to Article 4 – Zoning Districts and Maps:

- Amends Table 4.4.5-1 Lot Size, Frontage, Setback, and Lot Coverage Standards in Residential Districts to remove footnote 10, which is currently *Reserved*.
- Amends Footnote 3 in Table 4.4.5-2 Principal & Secondary Structures Massing and Placement Standards in Residential Districts.
 - Rationale: This modification was made to call attention to Sec. 4.4.5 (d) 4 D. which identifies the specific scenario in which an applicant may be subject to administrative review.
- Creates Footnote 6 in Table 4.4.5-2 Principal & Secondary Structures Massing and Placement Standards in Residential Districts
 - Rationale: The Residential – Special Uses category includes a diverse range of housing types, only some of which are broadly appropriate in the Residential districts and likely to have little to no impact to the character and function of Burlington’s neighborhoods. This footnote clarifies which Residential-Special Uses are broadly appropriate and of low-impact and should therefore be exempted from the footprint standards.
- Creates Footnote 7 in Table 4.4.5-2 Principal & Secondary Structures Massing and Placement Standards in Residential Districts
 - Rationale: Maximum building footprint limits can pose challenges for property owners looking to convert existing accessory or secondary structures, such as garages, into housing. Allowing

these conversions, even for buildings that exceed the footprint regulations, can benefit the community, particularly when compared to the environmental and financial cost of demolishing all or a portion of such structures specifically to comply with the standard.

- Creates Footnote 8 in Table 4.4.5-2 Principal & Secondary Structures Massing and Placement Standards in Residential Districts
 - Rationale: Prior to the adoption of the Neighborhood Code and the creation of Maximum Building Footprint Limits in Residential Districts, the Neighborhood Commercial Use had their own standards in 4.4.5 (d) 3 iii, which. To remain consistent with Sec. 4.4.5 (d) 3 iii, Staff recommends a footnote that states that “Maximum Principal and Secondary Structure Footprint Standards shall not apply to Neighborhood Commercial Uses. See Sec. 4.4.5 (d) 3 iii for Neighborhood Commercial Use size limitations.”
- Amends Sec. 4.4.5 (d) 1 Additional Residential Development Permitted:
 - Creates new standards for Pocket Neighborhoods under the currently “Reserved” sub-section 4.4.5 (d) 1 A.
 - Creates Sec. 4.4.5 (d) 5: Residential Development Bonuses and moves standards formerly found in Sec. 4.4.5 (d) 1.B into this newly created section, re-formatting sub-sections.
 - Amends Sec. 4.4.5 (d) 1.B to create new standards for Rowhouses.
- Creates an exception to Maximum Building Footprint Limits under Sec. 4.4.5 (d) 2.D.
 - Rationale: This change confirms that existing structures in excess of the building footprint limits in Table 4.4.5-2 shall not be considered non-conforming and cross-references provisions in Articles 5 and 11 that would allow for their reuse and/or expansion. This correction aligns with the District’s purpose of allowing neighborhood-serving commercial uses.
- Creates new standards for an Additional Unit on lot or with in Owner Occupied Single Detached Dwelling (Sec. 4.4.5 (d) 4. D.).
 - Rationale: The purpose of this section is to streamline the ordinance in an effort to make understanding ADU requirements less complex for the general user. This standard aims to enable a situation where, if someone adds an additional unit in an owner-occupied unit or if they build a single-unit secondary structure meeting these requirements, they can benefit from incentives including the admin review and the waiver of impact fees.
- Collapses ADU requirements from Article 3 into Section 4.4.5 under the incentive for an Additional Unit on lot or with in Owner Occupied Single Detached Dwelling in Sec. 4.4.5 (d) 4. D.
 - Rationale: This change clarifies the relationship between secondary structures and ADUs, as described above.
- Amends Sec. 4.4.5 (d) 5: Residential Development Bonuses density & intensity standards that apply to projects utilizing Residential Development Bonuses to be consistent with standards used in Tables 4.4.5-1 & 4.4.5-2 and Article 11.
- Amends Sec. 4.4.5 (d) 5: Residential Development Bonuses to clarify that housing for Older Persons is defined by the federal Fair Housing Act and housing for Individuals with Disabilities is defined by the federal Americans with Disabilities Act.
- Removes and Reserves Sec. 4.5.1 Design Review Overlay District
 - Rationale: This change defers to Section 3.4.2 (b) 2 to provide clarity that projects within this list will still be subject to design review despite being outside of the Design Review Overlay District.
- Re-numbers Map 4.5.1-1 Design Review Overlay to Map 3.4.2-1, thus moving the map to Article 3.

3. Amendments to Article 5 – Citywide General Standards:

- Amends Sec. 5.2.2 Required Frontage or Access
 - Rationale: There exist and could exist lots that only have frontage on public waters. In these cases, there must be a permanent access for vehicles, especially emergency vehicles. This specific amendment aims to address situations in which rowhouses developed perpendicular to the street may not necessarily include a public road to which the Rowhouses would draw their frontage. Current standards in Article 5 preclude subdivision of land on lots that do not have frontage on a public road or public waters. In the case of fee simple Rowhouses, subdivision with frontage on an access easement would serve the function of this standard, while providing the flexibility to develop perpendicular rowhouses.

- Removes the exception to lot cover related to Accessory Dwelling Units (Sec. 5.2.3 (b) 10.)
 - Rationale: The need for this exemption was addressed by the modest increases to lot cover standards made in ZA-24-02.
- Deletes Sec. 5.4.5 Accessory Dwelling Units
 - Rationale: Accessory Dwelling Units were folded into the proposed Sec. 4.4.5 (d) 4. D., as described in the above section, Amendments Made to Article 4.

4. Amends Article 6 – Development Review Standards:

- Amends Sec. 6.2.2 (h) Building Location to allow rowhouses to be developed perpendicularly to public streets and Sec. 6.2.2 (l) Parking and Circulation to account for the need to screen parking areas

5. Amends Article 11 – Planned Development:

- Amends Table 11.1.3-1 to decrease the Minimum Project Size for PUDs in the RL and RCO-R/G districts and establishes a new Minimum Project Size in the RM district.
- Creates a new Table 11.1.3-2 that establishes dimensional standards for PUDs in the RL, RM and RC districts.
- Re-number and adjust standards in the following Sections:
 - Re-number Sec. 11.1.5 Approval Requirements to Sec. 11.1.6.
 - Creates Sec. 11.1.7 Non-Residential Facilities and moves standards formerly found in 11.1.6 into this newly created section.
- Creates new dimensional standards for Planned Unit Developments under Sec. 11.1.5 Residential District Planned Unit Developments.

d) Relationship to *planBTV*

This following discussion of conformance with the goals and policies of *planBTV* is prepared in accordance with the provisions of 24 V.S.A. §4441(c).

Theme:	Dynamic	Distinctive	Inclusive	Connected
Land Use:	Conserve	Sustain		Grow

e) Compatibility with Proposed Future Land Use & Density

The proposed amendment is consistent in many respects with the Land Use and Density-related policies of *planBTV*. Generally, the slow pace of housing construction and rising housing costs are noted as one of the biggest challenges facing Burlington. Since the Plan’s adoption, these challenges have become more pronounced. The foundational policy response to this challenge is the Plan’s call to “identify and address unintended or unnecessary barriers to creating new housing and commercial spaces within parts of the city that are suitable to accommodate additional development.” To that end, these amendments are largely technical in nature and are intended to clarify for the public and staff the standards and processes regulating residential construction in Burlington’s neighborhoods.

The “Sustain” theme intends to “anticipate small and incremental change that is consistent with existing development patterns, building scale and neighborhood character.” Specific policy goals and objectives, and their nexus with the amendment, are provided below:

- A primary and foundational change proposed in the amendment is to provide additional clarity and specificity to the form-based approach established in Neighborhood Code Part 1. This change is supported by Objective 2.2.
- Objective 8.1 directs the community to “enable the development of additional housing at all income levels by reducing regulatory barriers and disincentives to development, and encouraging infill and redevelopment of underutilized sites.”

f) Impact on Safe & Affordable Housing

The amendment addresses safe and affordable housing in the following ways:

- In creating additional opportunities in some areas for developments where five or more homes are constructed, the amendment will help produce more purpose-built affordable homes through the Article 9 Inclusionary Zoning standards.

- In removing barriers to housing construction for all developers, including affordable housing developers, the amendment significantly expands the areas where such developers may operate and provide homes at scale.
- In facilitating the creation of more homes throughout the city, the amendment should help to slow the growth in housing costs as they relate to an undersupply.
- In facilitating greater choice in the housing market, the amendment will create expanded opportunities for aging-in-place, homes for individuals with disabilities who may require on-site assistance, and other types of supportive housing.
- Confirms established zoning standards facilitating Accessory Dwelling Unit construction, which are consistent with Objective 9.1.

g) Planned Community Facilities

This amendment has no direct impact on planned community facilities, aside from facilitating growth within the city's neighborhoods and thereby expanding the population of individuals with proximate access to such facilities.

h) Process Overview

The following chart summarizes the current stage in the zoning amendment process, and identifies any recommended actions:

Planning Commission Process					
Draft Amendment prepared by Staff 9/18/24	Presentation to & discussion by Commission: 9/24/24, 11/12/24, 10/22/24, 12/10/24, 1/14/25, 1/28/25, 2/11/25	Approve for Public Hearing 2/11/25	Public Hearing 3/11/25, 3/25/25	Approved & forwarded to Council: 3/25/25	
City Council Process					
First Read & Referral to Ordinance Cmte	Ordinance Cmte discussion	Ordinance Cmte recommend	Second Read	Public Hearing	Council Approval & Adoption

Board of Finance and City Council Submission ChecklistDepartment: City Planning Submitter: Charles DillardTitle/Subject: ZA-25-02: Neighborhood Code - Additional Housing Development Options

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	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	4/7/2025	Charles Dillard
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.	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?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Choose an item.	Kim Sturtevant to provide ZA
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

Neighborhood Code: Additional Housing Development Options

CITY COUNCIL

2025.04.14



About the Neighborhood Code

- The Neighborhood Code aims to incrementally evolve Burlington's neighborhoods to meet the changing needs of households by increasing housing opportunities through neighborhood-scale solutions.
- Changes aim to ensure that our zoning allows new homes to be added to neighborhoods, that those homes can take many forms, and that they share characteristics with homes in those neighborhoods today

Neighborhood Code

Part 1

(ZA-24-02)

Adopted by City Council 3/25/24

Neighborhood Code

Part 2-A

(ZA-24-04)

Adopted by City Council 10/28/24

Neighborhood Code

Part 2-B

(ZA-25-02)

Proposed

Neighborhood Code **Part 1**

ZA-24-02, Adopted by City Council 3/25/24

Purpose: Implement tools that balance development predictability and flexibility by evolving residential zoning district standards, allowable uses, and district boundaries.

- ✓ Modified and streamlined residential zoning districts and boundaries to more closely align with existing neighborhood development patterns
- ✓ Created a new Residential Corridor (RC) district along major thoroughfares identified in the *planBTV* Comprehensive Plan.
- ✓ Replaced density standards with massing standards by establishing maximum building footprints and units per building, standardizing rear setbacks, and updating lot coverage.
- ✓ Allowed 2 free-standing structures in the RL and RM districts with 4 units per building.
- ✓ Allowed for Neighborhood Commercial Uses (such as cafes, bars, laundromats, small groceries, etc.) to be permitted in the Residential Corridor district.

Neighborhood Code **Part 2-A**

ZA-24-04, Adopted by City Council 10/28/24

Purpose: Corrected technical aspects related to the process and implementation of the Neighborhood Code Part 1 and clarified the relationship between secondary buildings permitted under the residential standards and the citywide provisions for secondary structures.

- ✓ Created additional miscellaneous definitions to clarify and support consistent implementation of new standards, including what is counted with the maximum “building footprint”.
- ✓ Technical Corrections, including clarifying the Residential Corridor Zone required frontage on a major thoroughfare and allowed for multiple Principal Uses; updating zoning for Starr Farm Park; internal reference correction.
- ✓ Increased the maximum building footprint permitted in the RM
- ✓ Required that Secondary Structures be placed behind the Principal Structure.

Neighborhood Code **Part 2-B**

ZA-25-02, Proposed

Purpose: Provide clarity related to Design Review and ADU standards. Address additional housing opportunities in residential districts, including standards for Planned Unit Developments, Pocket Neighborhoods, and Rowhouses.

- ✓ Modifies Planned Unit Development standards, including consideration of a threshold for lot/project size in the Residential districts as revised under the Neighborhood Code Part 1, as well as development intensity, permitted uses and other topics as identified.
- ✓ Establishes standards for rowhouses and pocket neighborhoods in Pocket Neighborhoods that also account for and support fee-simple ownership.
- ✓ Consolidates the applicability for the Design Review and Overlay District into one section to provide clarity of what is subject to review.
- ✓ Addresses possible situations where exceptions to maximum building footprint standards may be considered.
- ✓ Addresses the relationship between Secondary Structures & citywide ADU standards.

Neighborhood Code **Related Topics**

Citywide Comprehensive Plan (2025 – 2026)

Mixed-Use Districts + Corridors:

- Consider the transition of heights/intensities of development and mixed-use allowances of existing mixed-use districts adjacent to new Residential Corridor district (i.e. neighborhood mixed use and neighborhood activity center districts)
- Potentially expand the factors that warrant Residential Corridor zone designation, and identify other applicable locations for this district
- Re-visit use table allowances for residential districts across the city

Residential Parking Standards

- Potential additional flexibility to allow stacked parking (3+ cars in a row) for residential developments and/or consideration of infill-related parking impacts in neighborhoods with high parking demand
- Implementation of TDM Recommendations

Inclusionary Zoning Amendment (2025)

- Consideration for whether Article 9 Inclusionary Zoning should apply to lots with two structures exceeding 5 units, where the number of units in each building individually would not require IZ
- Updates to applicable lot coverage, height, and development intensity bonuses for residential developments in Article 9 (regarding projects with required Inclusionary Zoning units)

preserveBTV (2025 – 2026)

- Consider the impact on infill implementation resulting from existing regulations for historic properties

planBTV: NNE (2025 – 2026)

- Beyond the creation of the Residential Corridor zone, consider other opportunities for redevelopment of larger sites, overall scale of development, and mix of uses along the North Avenue Corridor

Open Space Plan (2025 – 2026)

- Identify open space lands with potential for neighborhood-level green infrastructure projects.
- Protect, maintain, and enhance the City's natural areas, including corridors and greenways that provide connectivity and mobility for people and wildlife

Implementation Update: **Year 1 Permits**

- **21 permits** since adoption of Neighborhood Code Part 1
 - 2 Withdrawn
 - 1 Denied

Proposed Net Change in Units by Permit Application Status

 Approved
 Pending

 1 Unit
 2 Units
 4 Units
 12 Units

Net Change in Units by Residential District			
	Net Change in Units	Units Approved	Pending Approval
Res. Low	10	6	4
Res. Med.	22	15	7
Res. High	1	1	-
Res. Corr.	3	3	-
Total Units	36	25	11

Implementation Update: **Year 1 Permits**

Proposed Net Change in Units by Project Type

- Creation of New Structure
 - Conversion of Existing Structure
 - Both Conversion + Creation
- 1 Unit
● 2 Units
● 4 Units
● 12 Units

- Projects adding 1 unit are typically through conversions of existing structures, such as garages, attic space, or existing multi-family structures.
- Available data shows that of the 36 units either approved or in the process of approval, 14 are 1 bedrooms or studios.
- 4 of the 19 active permits involve secondary residential structures. 2 of these will be converted sheds or garages.

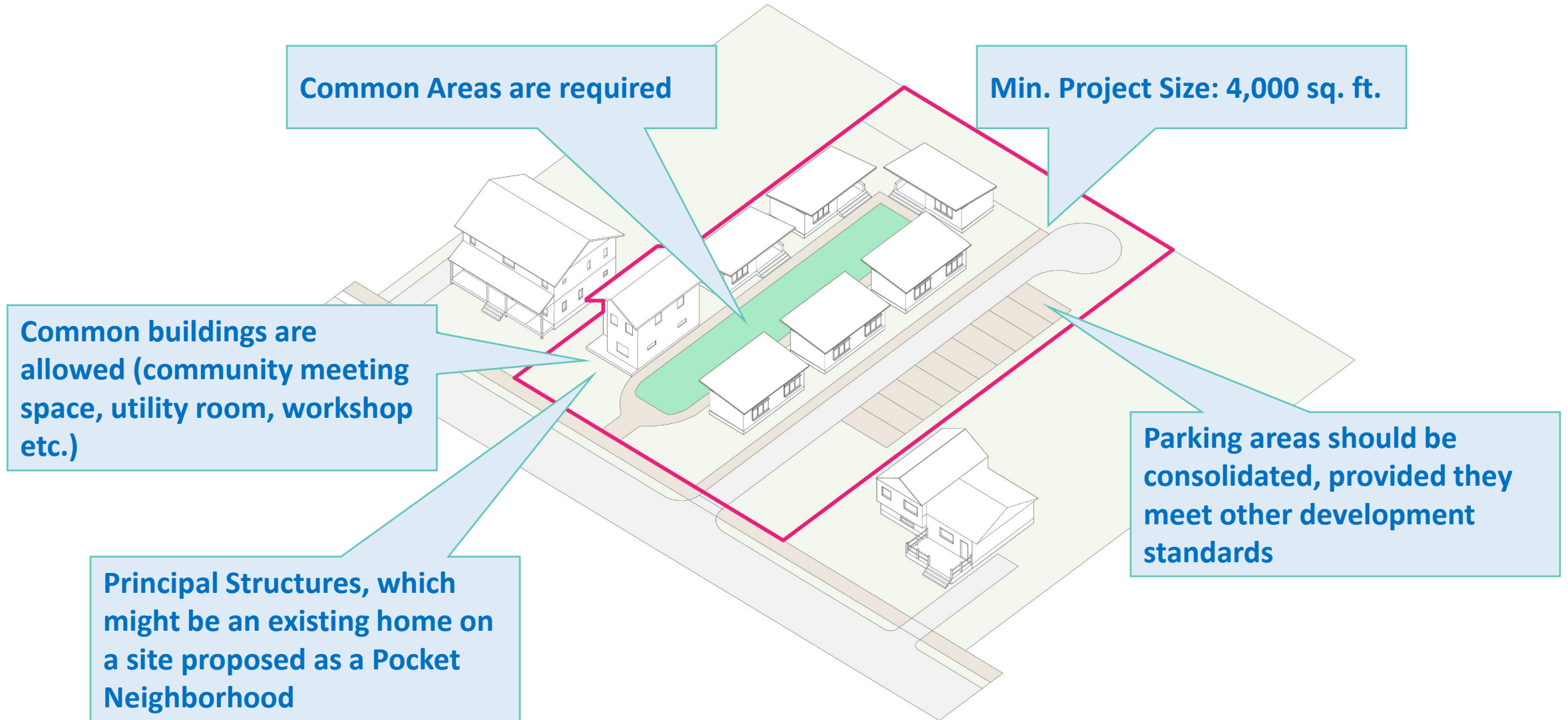
ZA-25-02: **Pocket Neighborhoods**

Pocket Neighborhoods, sometimes referred to as Cottage Courts, are a group of cluster of small detached houses or two-unit attached houses that share a common area.

Benefits of Pocket Neighborhoods:

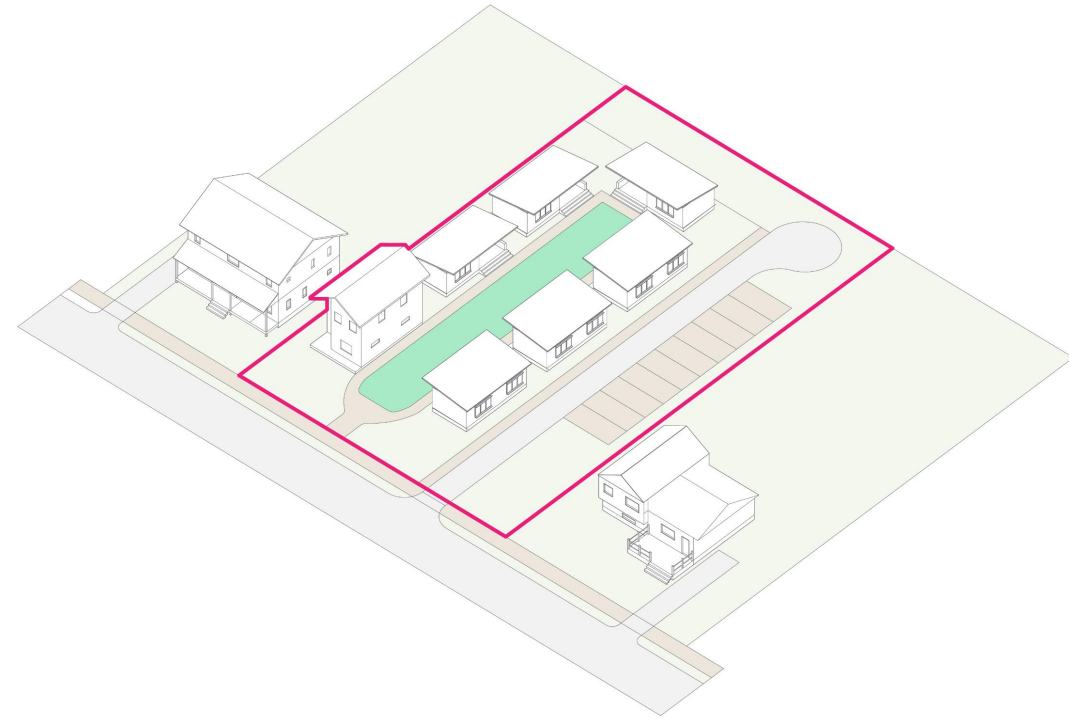
- Smaller homes reduce housing costs
- Community open space instead of rear yards
- Shared amenities amongst residents
- Designed to promote interaction community among members while still respecting personal privacy
- Address diverse housing needs

ZA-25-02: **Pocket Neighborhoods**



ZA-25-02: **Pocket Neighborhoods**

- Min. lot size: 4,000 sf
- Principal Structures are allowed (could be an existing home or a purpose-built new structure)
- Homes must be oriented toward and close to the common area
- Min./Max. # of homes: 3/12
- Structures can have up to two units
- Max. building footprint: 1,000 sf
- Common Area standards ensure usability and accessibility
- Parking can be provided in surface spaces or individual garages



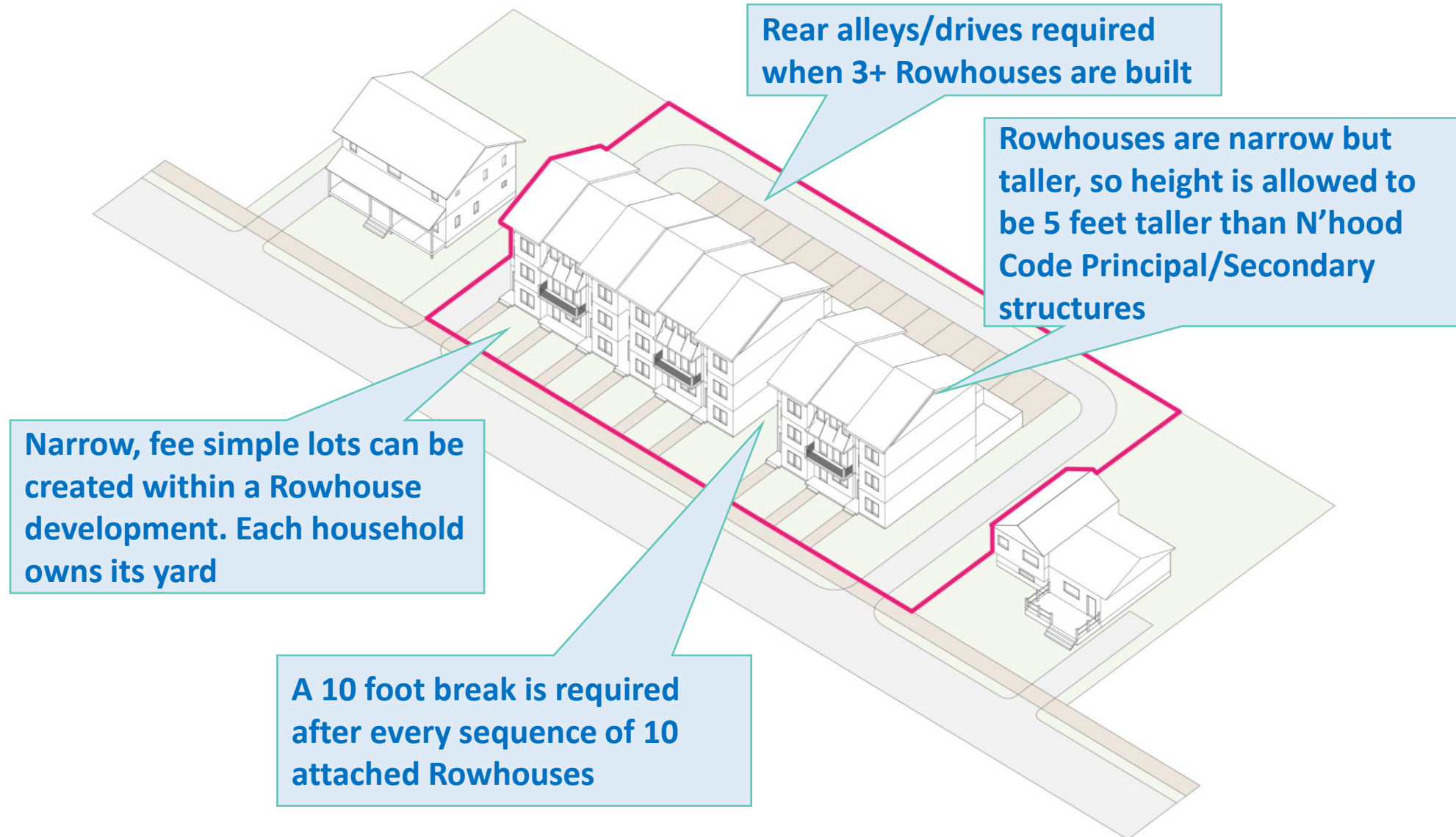
ZA-25-02: **Rowhouses**

Rowhouses, also known as townhouses, are a historic development pattern in cities across the US and are ideally suited for infill redevelopment. **They are also the fastest growing percentage of new housing across “missing middle” housing types.**

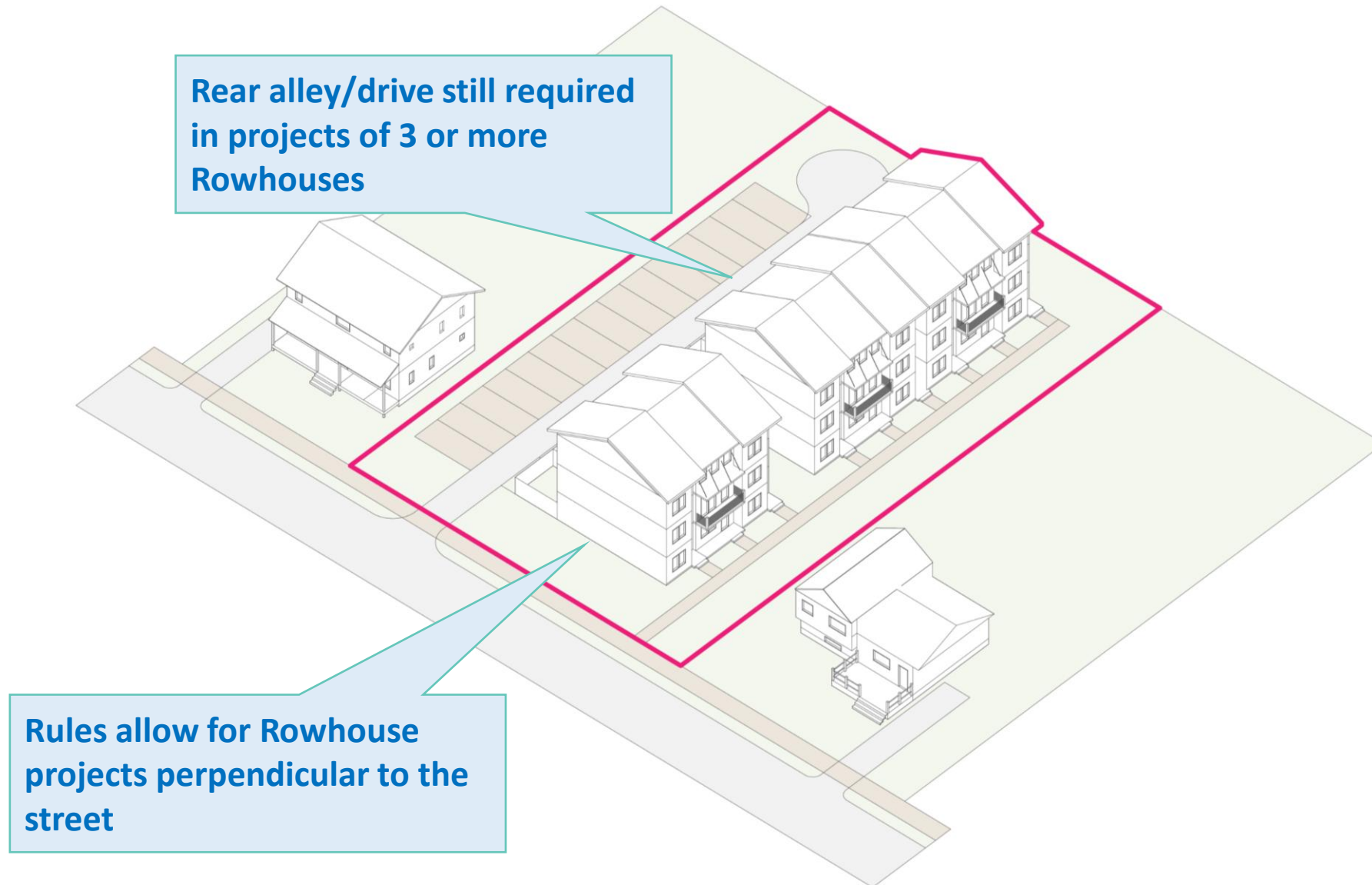
Benefits of Rowhouses:

- Can be sold as “fee simple” units, making the construction, sale, and maintenance less complex.
- Small footprints + shared walls lead to lower construction costs and lower sale prices Attached nature reduces energy use and costs
- Narrow lots create efficiencies for density and land use
- Fee simple Rowhouses are in high demand in cities where they’ve been enabled
- Typically contain 3+ bedrooms
- Can be arranged to meet different lot shape and condition

ZA-25-02: **Rowhouses**

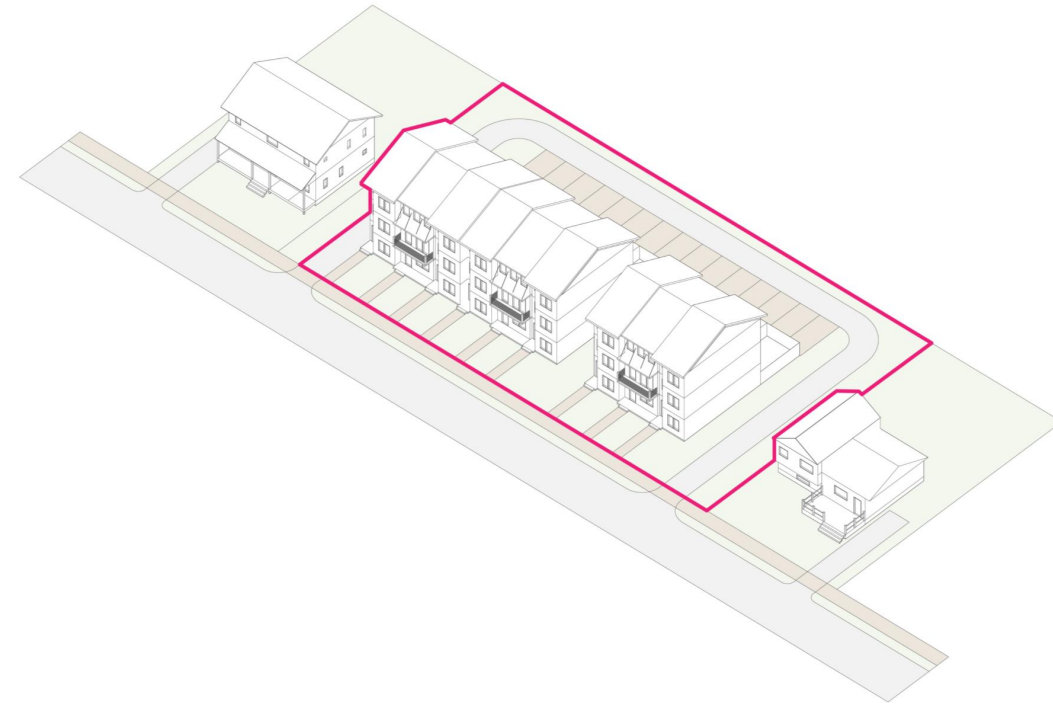


ZA-25-02: **Rowhouses**



ZA-25-02: **Rowhouses**

- Proposed rules facilitate fee simple duplex and rowhouse housing options
- Vehicular access managed to limit curb cuts and front-of-house parking
- Min. lot width: 16 feet
- Max. building height: 3 stories/40 feet
- Max. bldg. footprint (Rowhouse): 900 sf
- Max. bldg. footprint (secondary structure: 600 sf



ZA-25-02: **Planned Unit Developments**

Planned Unit Developments (PUDs) are a development type currently allowed in the RL and RM districts, but not yet in the RC district. They offer larger properties in the Residential district a flexibility that balances infill development with neighborhood context.

Benefits of Planned Unit Developments:

- Promote the most appropriate use of land through flexibility of design and development of land
- Offer opportunities to creatively plan and design for housing on large sites within residential neighborhoods, including those with existing uses and structures
- Proposed rules limit larger buildings to projects of 3+ acres
- A mix of housing types is encouraged and can offer options to a broad range of residents

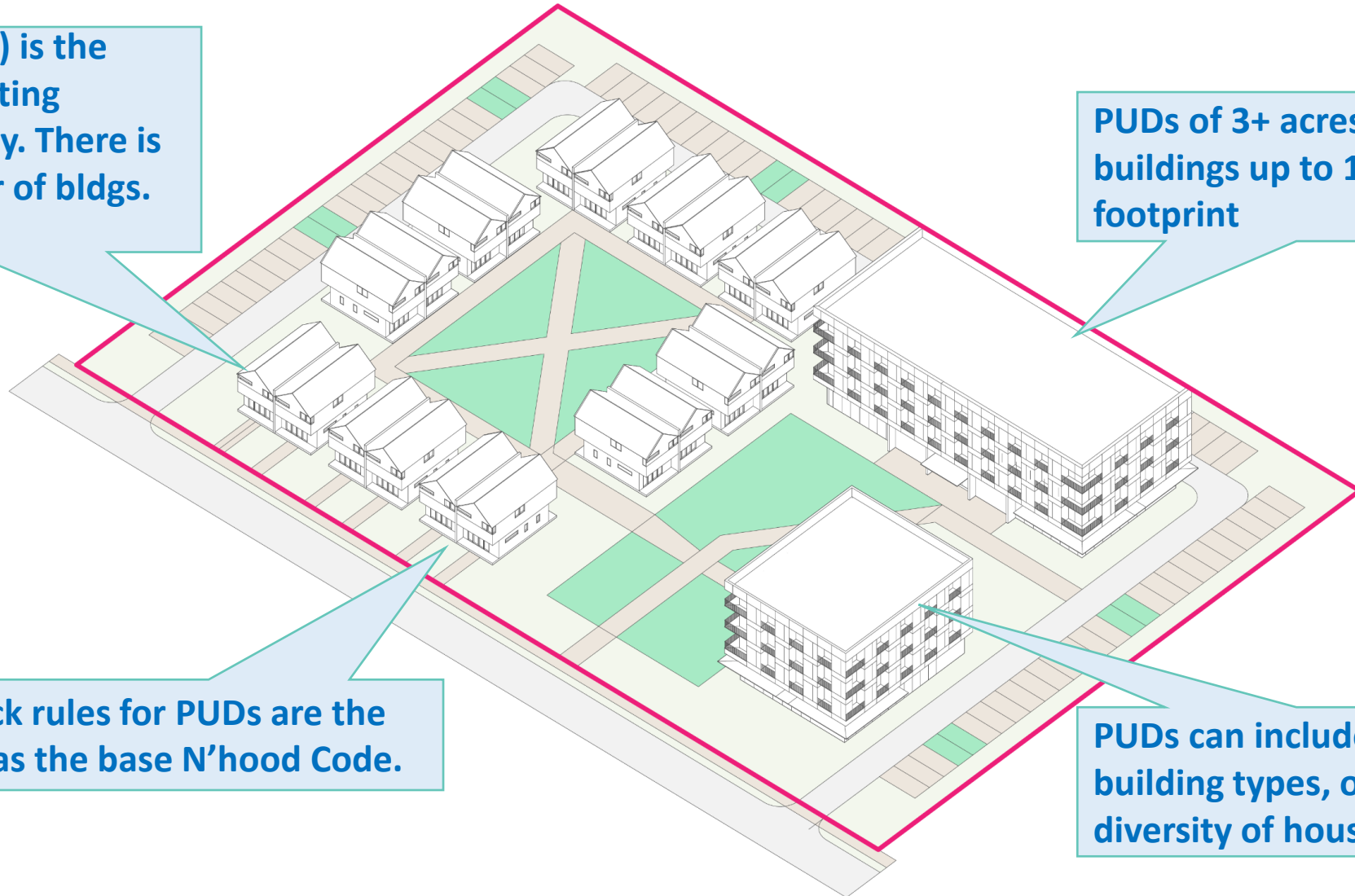
ZA-25-02: **Planned Unit Developments**

Floor Area Ratio (FAR) is the main standard regulating development intensity. There is no maximum number of bldgs. allowed.

PUDs of 3+ acres can have buildings up to 15,000 sf in footprint

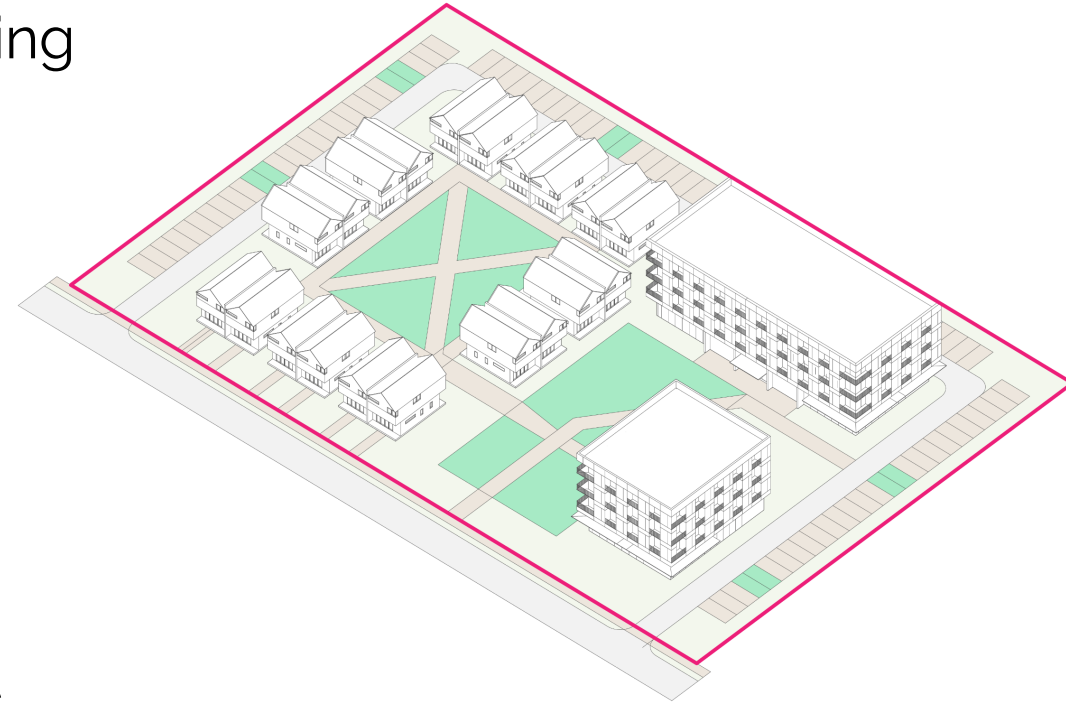
Setback rules for PUDs are the same as the base N'hood Code.

PUDs can include different building types, offering a diversity of housing choice



ZA-25-02: **Planned Unit Developments**

- Small PUDs (<0.5 acres) are allowed but only with Rowhouses and/or Pocket Neighborhoods
- Medium PUDs (0.5-2.99 acres) can have building footprints up to 5,000 sf
- Large PUDs (3+ acres) can have buildings footprints up to 15,000 sf
- Max. bldg. footprint flexibility in additions to existing structures, with DRB approval
- Max. FAR: 0.75 in RL/1.0 in RM, RC and RH
- Setback rules same as base N'hood Code
- Large buildings (>5,000 footprint) must be set back 50' from the street and adjacent residential properties in most cases



ZA-25-02: **Planned Unit Developments**

Building size in PUDs:

- The amendment proposes to allow larger buildings than the base N'hood Code.
- Buildings with footprints of 5,000 sf or less are especially conducive to family-size units
- Larger buildings can be integrated into neighborhoods with little impact to surrounding context.

Heineberg Senior Housing has a footprint of 24,000 sf.



Thayer Commons (NNE) has buildings with footprints between 8,000 sf and 25,000 sf





Memo

Date: April 14, 2025

To: City Council

From: Julia Ursaki, PE, Public Works Engineer
Phillip Peterson, PE, Senior Transportation Planner

CC: Chapin Spencer, Director of Public Works
Laura Wheelock, PE, City Engineer/Division Director – Technical Services

Subject: Battery Street Scoping Study Preferred Alternative Approval

Request

The Department of Public Works (DPW) is requesting that City Council approve the Battery Street Scoping Study Project Advisory Committee's selection of revised Alternative 2 as the preferred alternative for this study and further recommends that the Department of Public Works reviews the curb cuts along the entire corridor to further enhance bicycle and pedestrian safety during future phases of this project.

Background

Over the past two years, the City of Burlington worked with the Chittenden County Regional Planning Commission (CCRPC) and engineering consultant VHB on the Battery Street Corridor Scoping Study. This study re-envisioned Battery Street as a complete street and gateway between downtown Burlington and the waterfront.

Preferred Alternative Recommendation

The Transportation, Energy, and Utilities Committee (TEUC) approved and recommended the City Council approve the preferred alternative on February 20, 2025.

The Public Works Commission (PWC) approved and recommended the City Council approve the preferred alternative on March 19, 2025.

The Project Advisory Committee and Project Team recommend a two-way separated bike lanes along the westside of Battery Street as the preferred alternative. It also includes a lane reconfiguration that reduces the number of lanes from four to three, shortened pedestrian crossings, traffic signal improvements, and space for additional Great Streets design elements like green stormwater infrastructure, healthy street trees, benches, and public art. Attachment 1 is an executive summary of the report and includes a graphic of the preferred alternative.

Alternative 2 is recommended after an extensive evaluation process incorporating public input, technical analysis, and stakeholder collaboration. This design provides enhanced connectivity to critical destinations, including Battery Park and the Waterfront, while minimizing conflicts and improving safety for all users. Key advantages of Alternative 2 include:

- **Safety and Accessibility:** The two-way separated bike lane provides a low-stress environment for cyclists while maintaining consistent pedestrian accommodations and enhancing crossing safety with extended leading pedestrian intervals (advanced walk time for pedestrians).
- **Traffic Operations:** The design balances multimodal improvements with efficient traffic flow, resulting in lower congestion levels and shorter travel times compared to other alternatives.
- **Parking Preservation:** Alternative 2 retains more on-street parking than Alternative 1, reducing impacts to residents, businesses, and visitors by maintaining 27 of 42 spaces in the southern segment.

Alternative 2 represents a balanced solution that addresses the corridor's safety, accessibility, and connectivity challenges while aligning with Burlington's long-term vision for sustainable transportation.

Important to note, survey results indicated a preference for Alternative 2, with 64% of respondents favoring the two-way separated bike lanes or liked both alternatives equally. Public meeting attendees consistently emphasized the need for improved pedestrian safety at intersections, which influenced the inclusion of extended leading pedestrian intervals and shorter crossing distances at all intersections.

Purpose & Need

Project Purpose

The purpose of the Battery Street Scoping Study is to identify and prioritize short- and long-term improvements that provide equitable, safe, low-stress, and accessible transportation for all along and across Battery Street, regardless of age, ability, or mode of travel.

Project Needs

The needs for this project are driven by deficiencies in Battery Street's current transportation infrastructure and by a need for comprehensive corridor planning. These requirements are further articulated below:

- Improve corridor and intersection safety for all users: Over the five-year period from 2018 to 2022, there were 216 crashes along the Battery Street corridor, with over 80% of these crashes occurring at intersections. Along Battery Street's four-lane section, the most common crash type was rear-ending incidents. There were nine injury-related crashes involving vulnerable users, with five involving pedestrians and four involving bicyclists. Among several factors, Battery Street's wide cross-section leads to high speeds, and its variable lane configurations lead to driver confusion at the areas of highest consequence – intersections.
- Enhance comfort and accessibility for pedestrians along Battery Street: Battery Street represents the downtown core's western boundary and functions as a barrier between the waterfront and downtown for pedestrians traveling between these popular destinations. The street's four-lane cross-section creates lengthy crossings for people on foot and/or using mobility-aid devices. Published in 2016, Burlington's Great Streets Standards establish a Modal Hierarchy to guide the design of downtown's streets, with pedestrian travel taking priority over all other modes.
- Provide end-to-end bicycle facilities and connections: Currently, Battery Street contains one two-block-long striped bike lane between Pearl Street and Sherman Street northbound only. In Burlington's Walk Bike Master Plan, "planBTV Walk Bike", Battery Street was identified by City residents as a top 5 "worst" street for walking and biking. In addition, in its Long-Term Plan, planBTV Walk Bike identified Battery Street as a corridor in need of protected (separated) bike lanes. Moreover, there are several designs ongoing or completed designs that include bicycle facilities that will connect into or across Battery Street. These efforts include a shared-use path proposed by the Railyard Enterprise Project and separated bike lanes designed for Main Street and North Champlain Street.
- Integrate street ecology into Battery Street's overall design: Battery Street's proximity to Lake Champlain and steep topography emphasize the need for critical street ecology improvements. Additionally, like most of the downtown core, Battery Street is in Burlington's Combined Sewer Area. In its current condition, Battery Street lacks any stormwater management practices. Additionally, it has large areas of impervious surfaces within the right-of-way, but outside of the motor vehicle travel way, like the wide sidewalks that abut building fronts. In line with the City's goals of easing the burden on the combined system, and to be in line with Burlington's Great Streets standards, Battery Street needs to better integrate sustainable street ecology and stormwater management practices.
- Provide acceptable mobility for all modes of transportation along Battery Street: While Battery Street represents a critical north-south commuter route for motorists, the use of its transportation right-of-way disproportionately favors the driving population. Along the full length of the project corridor, over one-half of this right-of-way – and in some cases more than two-thirds – is occupied by paved surfaces that exclusively serve drivers and motor vehicle use. While the existing sidewalks stretch the full length of the corridor, they are, for the most part, designed to the minimum standard, and in some locations share lengths of spaces with motor vehicles. Additionally, there is only one short stretch of striped bike lane

along the full corridor. There is a need to provide a more equitable use of space for walkers and bikers, while not significantly compromising Battery Street as a commuter route.

Public Engagement

A Project Advisory Committee (PAC) served as a key stakeholder group throughout the project, offering input at every stage of the study. Comprising representatives from city agencies, green mountain transit, advocacy groups, the Burlington business association, and NPA representatives, the committee provided valuable insights to be sure the study reflected community priorities. The PAC met four times throughout the study to provide input on the vision for the Battery Street corridor, alternatives development, alternative refinement, and selecting a preferred alternative.

The broader public engagement process was robust, inclusive, and designed to ensure diverse community representation. Engagement activities included public meetings, surveys, tabling events, and targeted outreach. The feedback gathered informed every stage of the study, from identifying challenges to selecting the Preferred Alternative.

- Local Concerns Meeting (May 2023): this meeting introduced the project to the public and solicited input on existing conditions and desired improvements. Key themes included the need for safer pedestrian crossings, particularly at College and Main Streets, a desire for protected bike lanes along the entire corridor, and concerns about maintaining parking for businesses and residents. Approximately 40 members of the public attended this meeting.
- Draft Alternatives Meeting (March 2024): the Draft Alternatives Presentation showcased two initial design concepts (Alternatives 1 and 2). Key feedback included strong support for separated bike lanes, with mixed opinions on one-way versus two-way configurations, concerns about the loss of parking spaces, particularly between Maple and Main Streets, and general support for traffic calming measures, including the proposed road diet. Approximately 30 members of the public attended this meeting.
- Public Surveys (April 2023 and March 2024): the first survey gathered general feedback on the corridor and asked participants where they observed issues or opportunities for improvement along Battery Street (125 responses). The second survey asked participants to determine which alternative they prefer (166 responses). The survey indicated a preference for Alternative 2.
- Targeted Outreach: throughout this study, the project team also used targeted outreach strategies designed to engage people who did not attend the public meetings. This included tabling at locations like King St Laundry and Battery Park, presentations to the Burlington Business Association, Burlington High School Students, and Trusted Community Voices, one-on-one meetings with business owners on Battery Street, and more.

Alternative Analysis

This study evaluated three alternatives, including:

- Alternative 1: One-way separated bike lanes (on either side of the street)
- Alternative 2: Two-way separated bike lanes (on the west side of the street)
- Alternative 3: Hybrid of 1 & 2, with a two-way separated bike lane between Maple Street and Main Street, and one-way separated bike lanes between Main Street and Sherman Street.

All alternatives include a lane reconfiguration on Battery Street, however, the traffic signal timing differs among the alternatives based on the need to provide different types of phasing for bicyclists to safely cross intersections. Alternative 2 meets the purpose and need of this project to the greatest extent of all options considered.

Implementation Approach and Timeline

Short Term (within 5 years)

- Initiate preliminary engineering & design
- Implement the road diet and bike lanes with signing, pavement markings and signal modifications between Main Street and Pearl Street

Long Term (within 10 years)

- Secure construction funding
- Begin construction

The preliminary cost estimate for Alternative 2 is approximately \$31.4 million, covering design, engineering, and construction. Potential funding sources include federal transportation grants (e.g., RAISE, SS4A), local bond measures, and partnerships with state agencies, and this project will be considered among other City priorities. Developing a detailed funding strategy will be a priority during the preliminary engineering phase.

Recognizing that the overall recommendations are large and will take many years to implement, staff has already been working on how to make some interim improvements. Staff has submitted a request to the Chittenden County Regional Planning Commission as part of the City's FY'26 Unified Planning Work Program application that would fund additional planning and design for lower-cost interim improvements along the corridor. This additional planning will determine the scope and cost of the interim improvements, which will likely include pavement re-striping with the existing curb-to-curb width and signal updates.

Attachments

1. Executive Summary
2. Battery Street Scoping Study Report

Motion

Actions for City Council:

To approve the Battery Street Scoping Study Project Advisory Committee's selection of revised Alternative 2 as the preferred alternative for this study and further recommends that the Department of Public Works reviews the curb cuts along the entire corridor to further enhance bicycle and pedestrian safety during future phases of this project.



Battery Street Scoping Study

Executive Summary

Burlington, Vermont

PREPARED FOR



110 West Canal Street
Suite 202
Winooski, VT 05404
802.846.4494

APRIL 2025

PREPARED BY



40 IDX Drive
Building 100, Suite 200
South Burlington, Vermont 05403
802.497.6100

Executive Summary

The Battery Street Scoping Study examined the Battery Street corridor from Maple Street to Sherman Street to identify and prioritize a suite of short- and long-term transportation improvements that provide equitable, safe, low-stress, accessible transportation for all road users along this important north-south route that doubles as a gateway between the downtown and waterfront districts. Recognized in planBTV's Walk Bike Master Plan as a priority location for transportation improvements, Battery Street was previously reported as one of the top five streets in the city that survey respondents felt the least safe to walk or bike on. The recommendations identified in this study were arrived at through an extensive public and stakeholder engagement process, combined with an in-depth evaluation of relevant planning and design considerations of Battery Street.

Project Purpose

The purpose of the Battery Street Scoping Study is to identify and prioritize short- and long-term improvements that provide equitable, safe, low-stress, and accessible transportation for all along and across Battery Street, regardless of age, ability, or mode of travel.

Project Needs

The needs for this project are driven by deficiencies in Battery Street's current transportation infrastructure and by a need for comprehensive corridor planning. These requirements are further articulated below:

- › **Improve corridor and intersection safety for all users:** Over the five-year period from 2018 to 2022, there were 216 crashes along the Battery Street corridor, with over 80% of these crashes occurring at intersections. Along Battery Street's four-lane section, the most common crash type was rear-ending incidents. There were nine injury-related crashes involving vulnerable users, with five involving pedestrians and four involving bicyclists. Among several factors, Battery Street's wide cross-section leads to high speeds, and its variable lane configurations lead to driver confusion at the areas of highest consequence – intersections.
- › **Enhance comfort and accessibility for pedestrians along Battery Street:** Battery Street represents the downtown core's western boundary and functions as a barrier between the waterfront and downtown for pedestrians traveling between these popular destinations. The street's four-lane cross-section creates lengthy crossings for people on foot and/or using mobility-aid devices. Published in 2016, Burlington's Great Streets Standards establish a Modal Hierarchy to guide the design of downtown's streets, with pedestrian travel taking priority over all other modes.
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use path proposed by the Railyard Enterprise Project and separated bike lanes designed for Main Street and North Champlain Street.

- › **Integrate street ecology into Battery Street's overall design:** Battery Street's proximity to Lake Champlain and steep topography emphasize the need for critical street ecology improvements. Additionally, like most of the downtown core, Battery Street is in Burlington's Combined Sewer Area. In its current condition, Battery Street lacks any stormwater management practices. Additionally, it has large areas of impervious surfaces within the right-of-way, but outside of the motor vehicle travel way, like the wide sidewalks that abut building fronts. In line with the City's goals of easing the burden on the combined system, and to be in line with Burlington's Great Streets standards, Battery Street needs to better integrate sustainable street ecology and stormwater management practices.
- › **Provide acceptable mobility for all modes of transportation along Battery Street:** While Battery Street represents a critical north-south commuter route for motorists, the use of its transportation right-of-way disproportionately favors the driving population. Along the full length of the project corridor, over one-half of this right-of-way – and in some cases more than two-thirds – is occupied by paved surfaces that exclusively serve drivers and motor vehicle use. While the existing sidewalks stretch the full length of the corridor, they are, for the most part, designed to the minimum standard, and in some locations share lengths of spaces with motor vehicles. Additionally, there is only one short stretch of striped bike lane along the full corridor. There is a need to provide a more equitable use of space for walkers and bikers, while not significantly compromising Battery Street as a commuter route.

Stakeholder and Public Engagement

Project Advisory Committee

The Project Advisory Committee served as a key stakeholder group throughout the project, offering input at every stage of the study. Comprising representatives from city departments (Public Works; Parks, Recreation & Waterfront; City Planning; Racial Equity, Inclusion & Belonging), Burlington City Council, Green Mountain Transit, the Burlington Walk Bike Council, the Burlington Business Association, DPW Commission, and NPA representatives, the committee provided valuable insights to be sure the study reflected community priorities.

Visioning and Needs Identification

Early meetings focused on identifying challenges along Battery Street and establishing the Purpose and Need Statement. Discussions emphasized speeding, safety concerns at intersections, and the lack of multimodal infrastructure. Committee members highlighted the corridor's potential to become a safer, more vibrant public space.

Alternatives Development

The committee played an active role in reviewing and refining the alternatives. Members provided feedback on the design and layout of bicycle and pedestrian facilities, parking configurations, and connections to adjacent projects like the Railyard Enterprise Project.

Consensus Building

During later meetings, the committee reviewed the detailed alternatives analysis, which included metrics such as safety, connectivity, and traffic operations. Although opinions were initially divided, the committee eventually supported Alternative 2 as their recommended preferred alternative, citing its balance of multimodal benefits, reduced parking impacts, and improved traffic flow.

The committee's iterative feedback was instrumental in shaping the study's final recommendations, ensuring that the project aligned with Burlington's transportation and community goals.

Recommended Preferred Alternative Presentation

The fourth Advisory Committee meeting in September 2024 presented Alternative 3 (a hybrid option) alongside refinements to Alternatives 1 and 2. Committee input emphasized the importance of connectivity to adjacent projects, such as the Railyard Enterprise Project, and maintaining parking availability.

Public Engagement

The public engagement process was robust, inclusive, and designed to ensure diverse community representation. Engagement activities included public meetings, surveys, tabling events, and targeted outreach. The feedback gathered informed every stage of the study, from identifying challenges to recommending the preferred alternative.

Local Concerns Meeting

Held in May 2023, this meeting introduced the project to the public and solicited input on existing conditions and desired improvements. Attendees participated in an open house, where they reviewed corridor data and provided feedback on challenges such as unsafe crossings, speeding, and the lack of bicycle facilities. Key themes included:

- › The need for safer pedestrian crossings, particularly at College and Main Streets.
- › A desire for protected bike lanes along the entire corridor.
- › Concerns about maintaining parking for businesses and residents.

Draft Alternatives Meeting

In March 2024, the Draft Alternatives Presentation showcased two initial design concepts (Alternatives 1 and 2) and gathered public input through interactive sessions. Attendees placed comments on large maps of the alternatives, highlighting preferences and concerns. Key feedback included:

- › Strong support for separated bike lanes, with mixed opinions on one-way versus two-way configurations.
- › Concerns about the loss of parking spaces, particularly between Maple and Main Streets.
- › General support for traffic calming measures, including the proposed road diet.
- › Via a straw poll of those in attendance, Alternative 2 received the most support, particularly for its balance of multimodal benefits and reduced parking impacts.

Targeted Outreach

In the interest of being as equitable as possible during community outreach, the project team conducted targeted outreach to traditionally underserved groups and stakeholders unable to attend public meetings. Efforts included tabling events at local businesses, a radio interview, engagement with students, meetings with the CCRPC Equity Advisory Committee, Burlington's Trusted Community Voices, and presentations to community organizations. This outreach reinforced the importance of safety, accessibility, and connectivity in the corridor's redesign.

Public Surveys

In April 2023, a public survey was shared to gather input on potential improvements to the Battery Street corridor. Participants identified specific locations along the corridor where they observed issues or opportunities for improvement and their related mode of travel.

Feedback from this survey, along with input from the Local Concerns Meeting, was reviewed and synthesized into common themes. Respondents frequently emphasized the need for safety and accessibility improvements along the corridor. The distribution of comments by travel mode was as follows: 33% related to walking, 31% to biking, 19% to driving, 10% to other modes, and 8% to crossing points,.

Following the Draft Alternatives presentation in March 2024, the city shared a survey to poll the general public on their preference for an alternative. The survey asked respondents to determine if they prefer Alternative 1, Alternative 2, both equally, or neither. 166 people responded and the results are listed below.

- › Alternative 1: 50
- › Alternative 2: 75
- › Both Equally: 31
- › Neither: 10

Transportation, Energy, and Utilities Committee (TEUC) Presentation

The project team presented the findings of the scoping study as well as the recommended preferred alternative to the TEUC on Tuesday, January 28, 2025. The report was updated based on input from the TEUC. These revisions included updates to the Targeted Outreach and Alternatives Analysis sections. The recommended preferred alternative was also updated based on TEUC and public input; these updates are summarized below under, "Preferred Alternative".

Alternatives Analysis

Following the preliminary public engagement process and existing conditions analysis, conceptual alternatives were developed for Battery Street. Each alternative was developed to meet the project's needs: enhancing safety, accessibility, and connectivity for all users, while supporting a vibrant and cohesive urban corridor linking Burlington's downtown with its waterfront. The alternatives consider various approaches to address the needs identified in the study, including improved pedestrian and bicycle infrastructure, adjustments to traffic flow, and integration of green stormwater practices.

The alternatives were compared based on several key metrics, including safety improvements, impacts on mobility, environmental considerations, and alignment with the project's Purpose & Need(s) statement. This analysis aimed to recommend a preferred alternative that balances user needs, aligns with city planning objectives, and ensures long-term viability of the Battery Street corridor as a multimodal transportation route.

Corridor Alternatives: Considerations

The development of conceptual alternatives for the Battery Street corridor centered on five key considerations to address the project's Purpose and Need:

- › **Road Diet:** Public input and technical analysis highlighted the feasibility of reducing the corridor's lane configuration to calm traffic and create space for multimodal infrastructure.
- › **Bicycle Facilities:** The study determined that separated bike lanes are essential for user safety and meeting needs. The selected designs align with national guidance, including the FHWA Bikeway Selection Guide.
- › **Pedestrian Accommodations:** Alternatives incorporated measures such as curb extensions, consistent curb radii, and extended leading pedestrian intervals (advanced walk time for pedestrians) to improve crossing safety and reduce pedestrian wait times.
- › **Parking:** Maintaining on-street parking, particularly between Maple and Main Streets, was a critical priority identified through public and stakeholder input.
- › **Traffic:** Each alternative was evaluated using traffic simulations to balance multimodal safety with acceptable levels of service for vehicles.

These considerations shaped the three alternatives described below that reflect distinct approaches to achieving the project's goals.

Alternative 1: One-Way Separated Bike Lanes

Alternative 1 includes one-way separated bike lanes on both sides of Battery Street, offering high levels of safety and comfort for cyclists by physically separating them from vehicular traffic. This design aligns with the road diet and incorporates pedestrian-focused improvements to intersections. However, this alternative results in significant tradeoffs, including the loss of 29 parking spaces between Maple and Main Streets and the highest levels of traffic congestion among the alternatives. End-to-end there is a 98% increase in travel time delay for northbound and a 94% increase for southbound traffic.

While Alternative 1 increases cyclist safety, its impacts on parking and traffic delay generated mixed reactions from the public and stakeholders. The design requires careful consideration to balance the needs of all users while ensuring community support for the corridor's transformation.

Alternative 2: Two-Way Separated Bike Lanes

Alternative 2 proposes two-way separated bike lanes along the west side of Battery Street, enhancing connectivity to key destinations such as Battery Park and the Waterfront. This design minimizes crossing conflicts for cyclists and reduces parking impacts compared to Alternative 1, preserving 27 of 42 spaces in the southern segment (with the ability to maintain 39 of the spaces, similar to Alternative 3, discussed in the next section).

Traffic operations under Alternative 2 are more favorable, with lower congestion levels and shorter travel times than Alternative 1. End-to-end there is a 19% increase in travel time delay for northbound and a 40% increase for southbound traffic. The west-side alignment simplifies signal phasing, allowing more efficient traffic flow while maintaining safety. As a result, Alternative 2 offers a balanced approach that prioritizes multimodal connectivity while addressing parking and traffic concerns.

Alternative 3: Hybrid of Alternatives 1 & 2

Alternative 3 was developed at the request of the AC and combines elements of the first two alternatives, featuring two-way separated bike lanes south of Main Street and one-way bike lanes north of Main Street. This design aligns the southern segment with the proposed shared-use path from the Railyard Enterprise Project while preserving up to 39 parking spaces in the southern segment through width reductions and the removal of green space.

Although Alternative 3 maintains greater parking than Alternative 1 and improved connectivity in the southern blocks, it introduces complexity at intersections and requires additional signal adjustments to manage turning conflicts effectively. End-to-end there is a 61% increase in travel time delay for northbound and a 15% increase for southbound traffic. This hybrid solution offers a flexible approach, addressing multiple priorities while balancing tradeoffs in connectivity, parking, and traffic performance.

Preferred Alternative

Alternative 2 was recommended as the preferred alternative for the Battery Street corridor after an extensive evaluation process incorporating public input, technical analysis, and stakeholder collaboration. This design provides enhanced connectivity to critical destinations, including Battery Park and the Waterfront, while minimizing conflicts and improving safety for all users.

Key advantages of Alternative 2 include:

- › **Safety and Accessibility:** The two-way separated bike lane provides a low-stress environment for cyclists while maintaining consistent pedestrian accommodations and enhancing crossing safety with extended leading pedestrian intervals (advanced walk time for pedestrians).
- › **Traffic Operations:** The design balances multimodal improvements with efficient traffic flow, resulting in lower congestion levels and shorter travel times compared to other alternatives.
- › **Parking Preservation:** Alternative 2 (formerly retaining 27 spaces, now retaining 39) retains more on-street parking than Alternative 1 (13 spaces). Please see further updates below in the summary of the January 28, 2025 TEUC meeting regarding additional revisions made to on-street parking layout.

The recommended preferred alternative was refined based on Advisory Committee and public feedback, including adjustments to bike lane buffers, intersection configurations, and green space to further enhance safety and functionality. Specific refinements included:

- › Adding more separation between the two-way bike lanes near Battery Park to address concerns about varying cyclist speeds on steeper grades.
- › Removing the southbound right-turn lane at College Street to shorten pedestrian crossing distances.

- › Modifying the cross-section near businesses, such as the April Cornell building, to increase frontage while maintaining minimum bike lane requirements.

Lastly, following the presentation to the TEUC on January 28, 2025, the recommended preferred alternative was further refined based on TEUC input, and additional public feedback. Specific refinements included:

- › Parking is now maintained on both sides of Battery Street between Maple Street and Main Street, retaining 39 of the existing 42 parking spaces. This revision is feasible by reducing the amount of green space and removing several trees on the east side of Battery Street. This modification creates a narrower cross-section for all users and results in more “friction” but does maintain on-street parking to the greatest extent possible.
- › Just south of Cherry Street, left-turn pockets in the southbound direction have been added for improved access to the hotels.
- › The loading zone in front of the Courtyard Marriott has been restored.

The refined Alternative 2 represents a balanced solution that addresses the corridor’s safety, accessibility, and connectivity challenges while aligning with Burlington’s long-term vision for sustainable transportation.

The following page includes a layout plan of the recommended preferred alternative.

Implementation

The recommended improvements for Battery Street could be implemented in phases, depending on the availability of funding and progress on adjacent projects. The following represents a potential short-term and long-term implementation plan for the corridor.

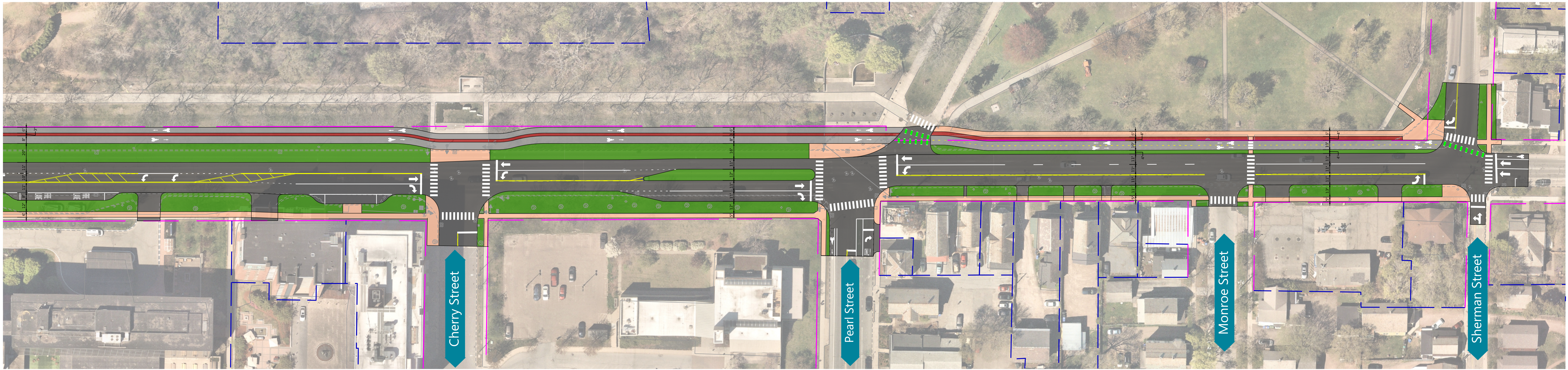
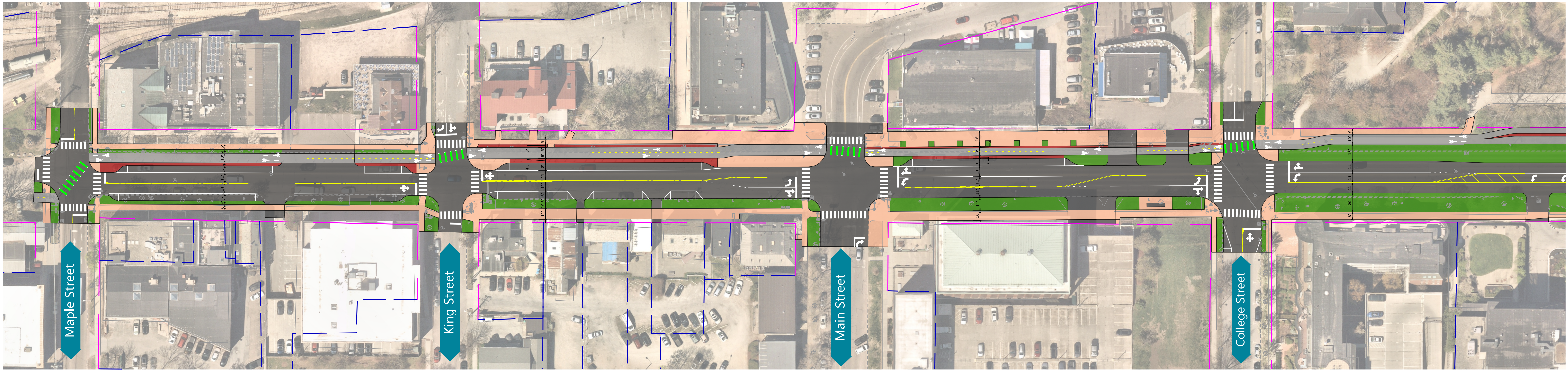
Short-Term Recommendations – Within 5-Years:

- › **Initiate preliminary design**
 - Develop the engineering design to anticipate grade differentials between the roadway, sidewalk, and separated bike lanes and their implications on construction phasing.
- › **Implement the road diet and two-way separated bike lanes with signing, pavement markings and signal modifications between Main Street and Pearl Street**
 - Incorporate the road diet and separated bike lanes into planned updates to pavement markings or repaving, providing an opportunity to initiate improvements while design work continues.
 - Leverage the City’s Quick Build Design + Materials Standard Guide
- › **Finalize engineering design**

Long-Term Recommendations – Within 10-Years:

- › **Secure funding & begin construction**

This phased approach provides a framework for advancing the Battery Street improvements in a way that aligns with funding availability, minimizes community disruption, and ensures a cohesive connection to broader transportation initiatives.



Battery Street Scoping Study

Preferred Alternative (Refined Alternative 2)



Battery Street Scoping Study

Burlington, Vermont

PREPARED FOR



110 West Canal Street
Suite 202
Winooski, VT 05404
802.846.4494

PREPARED BY



40 IDX Drive
Building 100, Suite 200
South Burlington, Vermont 05403
802.497.6100

APRIL 2025

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1

Introduction

The Battery Street Scoping Study examined the Battery Street corridor from Maple Street to Sherman Street to identify and prioritize a suite of short- and long-term transportation improvements that provide equitable, safe, low-stress, accessible transportation for all road users along this important north-south route that doubles as a gateway between the downtown and waterfront districts. Recognized in planBTV's Walk Bike Master Plan as a priority location for transportation improvements, Battery Street was previously reported as one of the top five streets in the city that survey respondents felt the least safe to walk or bike on. The recommendations identified in this study were arrived at through an extensive public and stakeholder engagement process, combined with an in-depth evaluation of relevant planning and design considerations of Battery Street.

1.1 Project Overview

The Battery Street Scoping Study was conducted by VHB and the Chittenden County Regional Planning Commission (CCRPC) in coordination with the City of Burlington Department of Public Works (City). The primary objective of the study was to identify and prioritize improvements along the Battery Street corridor to better and more safely accommodate all roadway users. Key goals included, improving safety and accessibility for all users and strengthening connections to adjacent parks and businesses. To achieve these goals, the project team conducted a thorough review of existing conditions, solicited and incorporated public and stakeholder input, performed a comprehensive alternatives analysis, and ultimately developed a preferred concept plan.

The study area runs approximately 3,100 feet (0.58 miles) along Battery Street from Maple Street to Sherman Street. If brought forward into preliminary engineering design and eventual construction, the outcomes of this study are anticipated to significantly enhance the corridor's functionality and aesthetic appeal, transforming it into a truly multimodal corridor.

Figure 1 Battery Street Looking North Toward the College Street Intersection



Source: VHB

1.2 Project Purpose and Need

In line with the scope of work, the project team developed the following Purpose and Need Statement. This statement functions as the guiding principle for the work completed in the study.

1.2.1 Project Purpose

The purpose of the Battery Street Scoping Study is to identify and prioritize short- and long-term improvements that provide equitable, safe, low-stress, and accessible transportation for all along and across Battery Street, regardless of age, ability, or mode of travel.

1.2.2 Project Needs

The needs for this project are driven by deficiencies in Battery Street's current transportation infrastructure and by a need for comprehensive corridor planning. These requirements are further articulated below:

- › **Improve corridor and intersection safety for all users:** Over the five-year period from 2018 to 2022, there were 216 crashes along the Battery Street corridor, with over 80% of these crashes occurring at intersections. Along Battery Street's four-lane section, the most common crash type was rear-ending incidents. There were nine injury-related crashes involving vulnerable users, with five involving pedestrians and four involving bicyclists. Among several factors, Battery Street's wide cross-section leads to high speeds, and its variable lane configurations lead to driver confusion at the areas of highest consequence – intersections.
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- › **Integrate street ecology into Battery Street's overall design:** Battery Street's proximity to Lake Champlain and steep topography emphasize the need for critical street ecology improvements. Additionally, like most of the downtown core, Battery Street is in Burlington's Combined Sewer Area. In its current condition, Battery Street lacks any stormwater management practices. Additionally, it has large areas of impervious surfaces within the right-of-way, but outside of the motor vehicle travel way, like the wide sidewalks that abut

building fronts. In line with the City's goals of easing the burden on the combined system, and to be in line with Burlington's Great Streets standards, Battery Street needs to better integrate sustainable street ecology and stormwater management practices.

- › **Provide acceptable mobility for all modes of transportation along Battery Street:** While Battery Street represents a critical north-south commuter route for motorists, the use of its transportation right-of-way disproportionately favors the driving population. Along the full length of the project corridor, over one-half of this right-of-way – and in some cases more than two-thirds – is occupied by paved surfaces that exclusively serve drivers and motor vehicle use. While the existing sidewalks stretch the full length of the corridor, they are, for the most part, designed to the minimum standard, and in some locations share lengths of spaces with motor vehicles. Additionally, there is only one short stretch of striped bike lane along the full corridor. There is a need to provide a more equitable use of space for walkers and bikers, while not significantly compromising Battery Street as a commuter route.



2

Existing Conditions

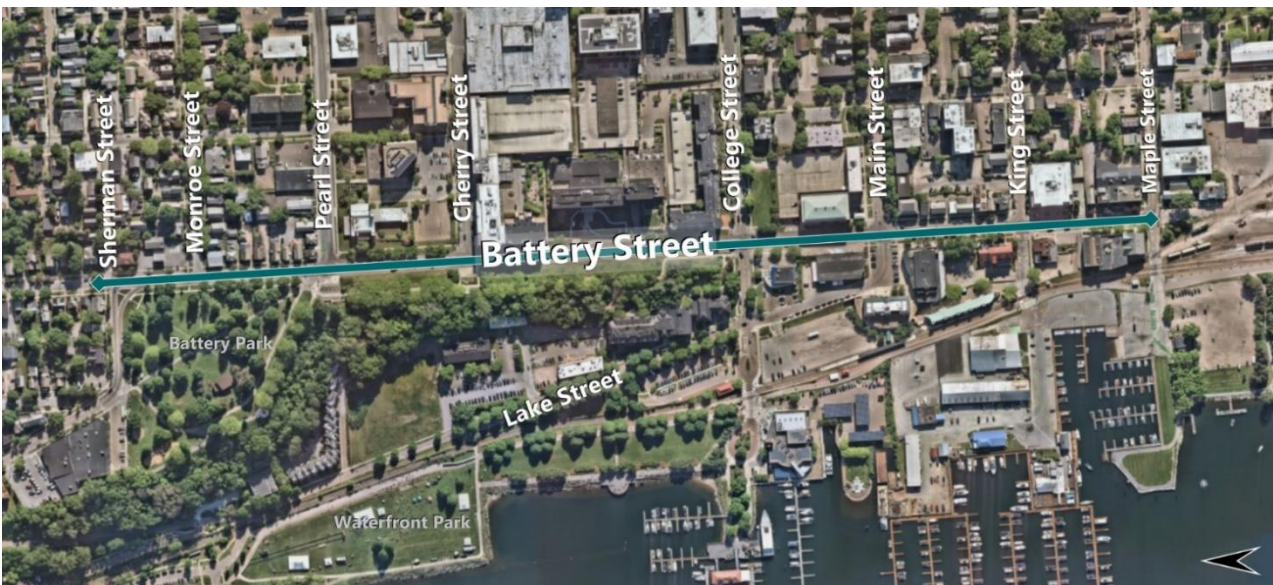
The first step of the Battery Street Scoping Study was to identify the existing transportation and land use conditions along the project corridor to identify issues and opportunities to be addressed through the Study. This section includes an evaluation of the corridor's existing and future land use characteristics, existing transportation infrastructure, existing and projected traffic flows, historic safety data, and a review of relevant studies and projects within or proximate to the study area.

2.1 Study Corridor Description

The 0.58-mile study corridor is located along Battery Street with a northern terminus at Sherman Street and a southern terminus at Maple Street. Battery Street is classified as a Principal Arterial and serves as a key north-south route connecting Burlington's residents to destinations and neighborhoods within the city while also transporting commuters into and out of the city. The corridor is used by approximately 15,500 vehicles per day and is a major corridor for Tri-Valley Transit, Vermont Translines, and four Green Mountain Transit (GMT) routes: the City Loop, Shelburne, Pine Street, and Williston.

The full project study corridor is shown in **Figure 2** below.

Figure 2 Project Study Area



Source: VHB.

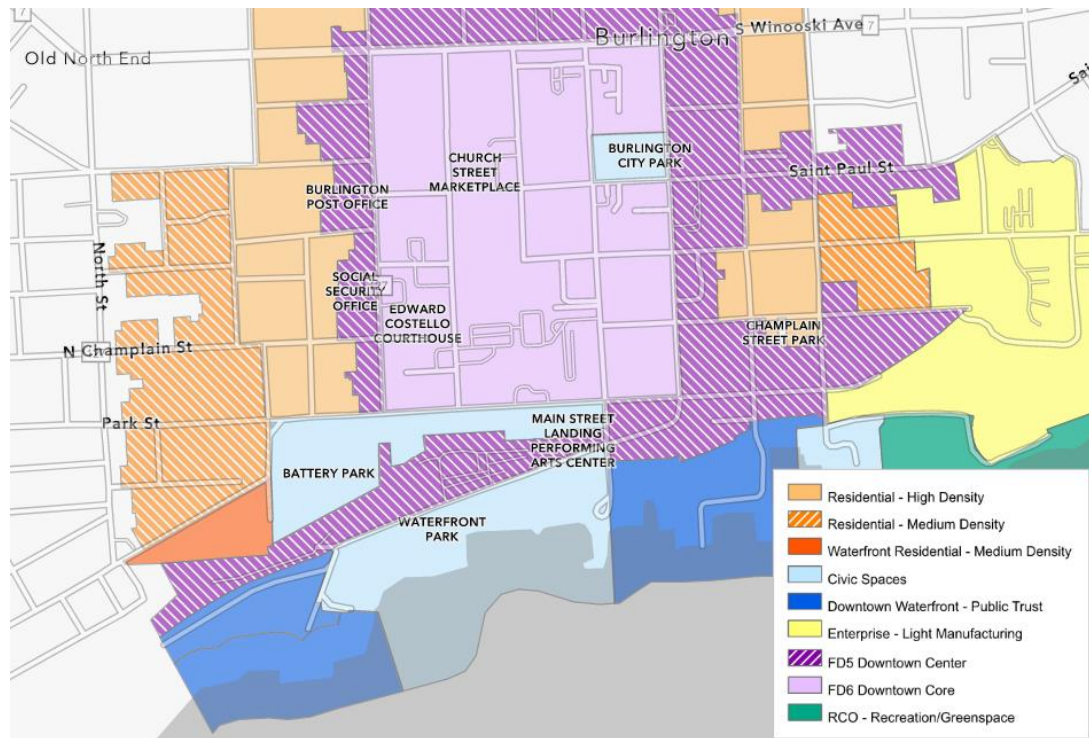
2.2 Land Use & Zoning Characteristics

The land use along the corridor varies significantly from north to south. To the north, development density is lower with a prevalence of single-family homes and duplex-style apartment buildings. Moving south, the terrain slopes downward and development transitions to 5 to 7-story mixed-use residential and office buildings lining the east side of the corridor. On the west side, there is ample public space, notably Battery Park. The southern segment features 3-story residential buildings.

The northern terminus of the corridor is in a medium or high-density residential zoning district. Further south, the east side of the corridor is in a FD5 Downtown Center, transitioning into the FD6 Downtown Core, before reverting back to FD5 Downtown Center near the southern terminus. The west side of the corridor is public space, and then transitions into FD5 Downtown Center.

Future growth and developments along Battery Street are dictated by Burlington's Comprehensive Development Ordinance (CDO), administered by the Zoning Division of the Department of Permitting & Inspections, ensuring that changes align with the city's planning framework.

Figure 3 Zoning Surrounding Project Extents

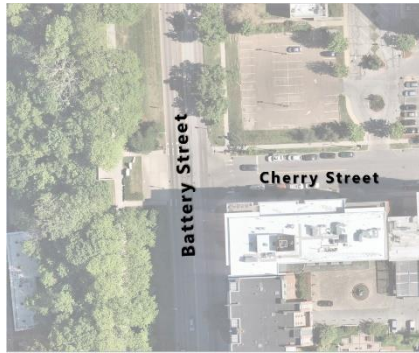


Source: CCRPC.

2.3 Transportation System Characteristics

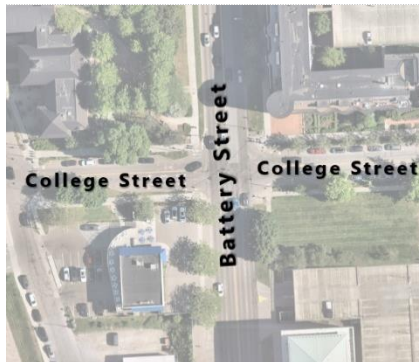
The following section summarizes the relevant transportation system characteristics of Battery Street through the project area. Existing conditions identified as part of this study include daily traffic volumes, roadway geometry, multimodal facilities, and other roadway elements.

<u>Functional Classification:</u>	Principal Arterial
<u>Right of Way (ROW):</u>	6-ROD (100 feet)
<u>2022 Annual Average Daily Traffic (AADT):</u>	15,500 vehicles per day
<u>Study Intersection Geometry:</u>	
	Park Street & Sherman Street Four-way signalized intersection with Park Street having two southbound travel lanes and Sherman Street having one westbound travel lane on the east leg of the intersection and one lane in each direction on its west leg. Park Street has one northbound travel lane that is left-only onto Sherman Street that shortly thereafter melds into North Avenue. An eastbound slip lane allows for vehicles turning right onto Battery Street from Sherman Street. There are signalized pedestrian crosswalks across Park Street to the north and the west leg of Sherman Street. There is also a short crosswalk across the east leg of Sherman Street that is currently lacking a pedestrian signal head.
	Park Street/Battery Street & Pearl Street Three-way signalized intersection with Park Street's southbound approach having one left turn lane and one through lane, while Battery Street's northbound approach has one through lane and one right turn lane. Pearl Street has one left and one right turn lane approaching Battery & Park Streets. There are signalized pedestrian crosswalks across all three sides of the intersection.



Battery Street & Cherry Street

Three-way signalized intersection with Battery Street's southbound approach having one shared left and through lane and one through lane, while its northbound approach has one shared through and right lane and one through lane. Cherry Street has one lane in each direction. Each leg of the intersection has signalized pedestrian crosswalks.



Battery Street & College Street

Four-way signalized intersection with Battery Street's southbound approach having one shared left and through lane and one shared through right lane, while its northbound approach has one shared through and right lane and one shared through and left lane. College Street's westbound approach has one lane in each direction, while its eastbound approach has an exclusive left turn lane and one shared lane for through and right turning traffic. Each leg of the intersection has signalized pedestrian crosswalks.



Battery Street & Main Street

Four-way signalized intersection with Battery Street's southbound approach having an exclusive left lane and one shared through and right lane, while its northbound approach has two lanes, one for through and left turning traffic and another for through and right turning traffic. Main Street's eastbound and westbound approaches have one lane for through and left traffic and another for right turning traffic. All legs of the intersection have signalized pedestrian crosswalks.



Battery Street & King Street

Four-way signalized intersection with the eastbound King Street approach having a shared left and through lane and exclusive right turn lane. All remaining legs have one lane in each direction. All sides of the intersection have signalized pedestrian crosswalks.



Battery Street & Maple Street

Four-way signalized intersection with all legs having one lane in each direction except Maple Street's westbound approach which has one lane for right turning traffic and one lane for through and left turning traffic. All legs of the intersection have signalized pedestrian crosswalks.

Pedestrian Facilities:

- › Five-foot concrete sidewalks on both sides of the street from Sherman Street to Pearl Street. Continues on east side on from Pearl Street to Maple Street. Street trees are placed on road edges separating the sidewalks from roadway
- › Eight-foot concrete shared use path on the west side of Battery Street along Battery Park from Pearl Street to College Street.
- › Five-foot concrete sidewalks continue from College Street to Maple Street (**Figure 6**).
- › Crosswalks exist at all legs of every signalized intersection. Additionally, there is a marked crosswalk at the Park Street & Monroe Street intersection.

Bicycle Facilities:

- › Northbound bike lane from Pearl Street to Sherman Street (**Figure 7**), which then continues down Sherman Street to North Avenue.
- › *It is also worth noting that during reconstruction of the Burlington Greenway, two-way separated bike lanes were installed in a temporary condition between Maple Street and Main Street in place of on-street parking. Feedback from nearby businesses indicated that this configuration was challenging, especially for customers with ADA needs.*

Figure 4 Two-Lane Configuration between Maple and King Street



Source: VHB

Figure 5 Eastern and Northern Crosswalks at the College Street Intersection



Source: VHB

Figure 6 Pedestrian Facilities



Source: VHB

Figure 7 Bike Lane between Pearl and Sherman Street



Source: VHB

2.4 Existing Traffic Conditions

Traffic was simulated using existing lane counts and types, traffic signal timing and phasing, and pedestrian handling to determine existing operations. At Design Hour Volumes, all intersections currently operate at LOS B or C. The average network speed, which includes time waiting at red lights, is 15 mph.

Table 1 Existing Conditions Traffic Analysis

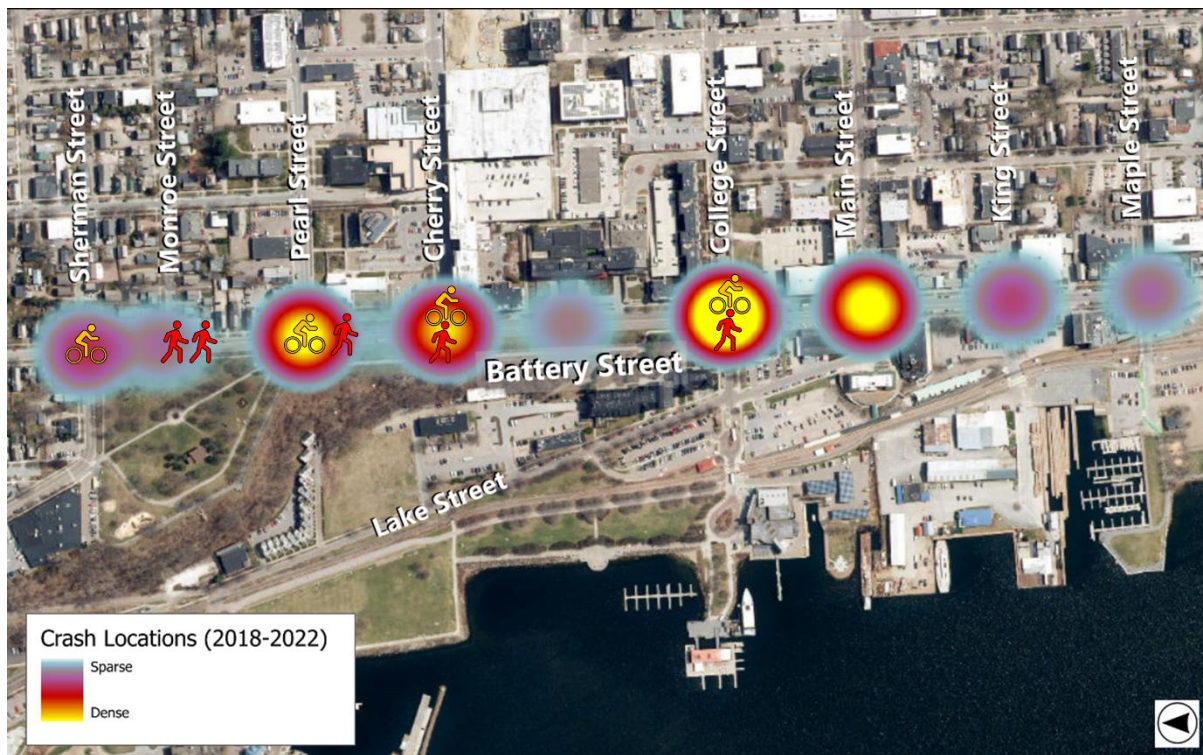
Average Delay (s) per Entering Vehicle	
Park St & North Ave & Sherman St.....	15.3
Battery St & Pearl St.....	23.0
Battery St & Cherry St.....	11.2
Battery St & College St.....	22.9
Battery St & Main St.....	17.5
Battery St & King St.....	12.4
Battery St & Maple St.....	15.2
Corridor End to End	
Network Delay (s)	67.3
Average Network Speed (mph)	15
End-to-End Travel Time, NB (mins, s)	2:52
End-to-End Travel Time, SB (mins, s)	2:24

2.5 Crash Data Inventory

A review of reported crashes along the study corridor was conducted for the most recent five-year period that data was available (2018-2022). During this time, there were 216 reported crashes, with five of them involving pedestrians and four of them involving cyclists. 80% of the crashes along this corridor are concentrated at intersections. The intersections with the most frequent crashes are at College Street and at Main Street. Among several factors, Battery Street's wide cross-section leads to high speeds, and its variable lane configurations lead to driver confusion at the areas of highest consequence – intersections.

The distribution of reported crashes along the corridor is shown in **Figure 8** below in a heat map that displays the density of the crashes. Additionally, the crashes involving a pedestrian or cyclist are shown in red and orange symbols.

Figure 8 Reported Crash Location Heat Map (2018 -2022 Crash Data)



Source: VHB.

2.6 Key Destinations

2.6.1 Destinations

The Battery Street corridor includes a variety of destinations that serve residents and visitors:

- › **Sherman Street to Cherry Street:** The east side of Battery Street in this segment is primarily residential, aside from Simon's Gas Station and the Cathedral Church of St. Paul. On the west, Battery Park is a sizeable public park with placemaking features across from Pearl Street. The Battery Park Extension provides a tree-lined linear park with a wide sidewalk running south from Battery Park along the corridor, offering a viewpoint of Lake Champlain across from Cherry Street.
- › **Cherry Street to College Street:** This segment includes hotels such as Courtyard Marriott, Hotel Champlain, and Hotel Vermont. There is also an access drive to the Downtown Parking Garage on the east side of Battery Street. Battery Park Extension continues along the west side, and an informal trail across from Hotel Champlain connects down to the southeast corner of the 112 Lake Street parking lot.
- › **South of College Street:** This area hosts a range of businesses, including Burlington Bay, April Cornell and Shanty on the Shore. The College Street and Main Street intersections with Battery Street provide the primary pedestrian access to the Burlington Waterfront, a key destination featuring Waterfront Park, the ECHO Museum, the Moran Frame, A_Dog Skatepark, Foam Brewers, Skinny Pancake, and other attractions.

Figure 9 Battery Park Paved Path



Source: VHB.

Figure 10 Sidewalk by April Cornell



Source: VHB.

2.7 Review of Previous Studies

2.7.1 2024 Northern Waterfront Connections

In 2024, the CCRPC, the City of Burlington Community & Economic Development Office (CEDO), Office of Planning, and DPW conducted the Northern Waterfront Connections Study (NWCS): An alternatives analysis for a new pedestrian route to better connect the downtown core and to the northern waterfront. The study emphasized that Battery Street would greatly benefit from enhanced pedestrian connections between the downtown core and the waterfront. The proposal included a direct staircase, which would significantly shorten the current 2,200-foot route from Battery Street to Waterfront Park.

2.7.2 2023 Amtrak Connections

In 2023, a review of Amtrak's Connections to and from Union Station was performed culminating in a series of recommendations to help create more seamless multimodal connections for the Amtrak users it serves. The following improvements were identified in the report which are relevant to the Battery Street Scoping Study:

- › Pedestrian level lighting enhancements along Battery Street, and specifically at bus shelters.
- › A parking wayfinding sign at the Battery Street entrance to the Downtown Garage.
- › Audible/vibrotactile push buttons and detectable warning surfaces at all crossings/corners of Battery Street.
- › Dedicated bike infrastructure and improved pedestrian facilities, connecting Union Station to other destinations in the city.
- › The shortening of crossing distances along and across Battery Street.

2.7.3 2022 Chittenden County Active Transportation Plan Update

In 2022, the Chittenden County Active Transportation Plan was updated to provide a region-wide plan for existing and future bicycle and pedestrian facilities and programs which served as the active transportation element of the CCRPC's long-range Metropolitan Transportation Plan (MTP). As a higher-level review of active transportation, Battery Street was not explicitly mentioned though the City of Burlington was largely shown as a hot spot for active transportation. The update culminated in the following program and policy recommendations:

- › **Equity:** Increase equitable access to transportation networks.
- › **Encouragement:** Promote a culture of walking and bicycling.
- › **Connectivity and Economic Development:** Provide safe and comfortable active transportation routes to support access to jobs, training, education, and childcare.
- › **Mode Shift:** Make it easier for people to choose low-carbon transportation modes.
- › **Maintenance:** Maintain a safe active transportation network throughout the winter by proactively managing walking and bicycling facilities before, during, and after winter precipitation.

2.7.4 2020 Railyard Enterprise Project (REP) Supplemental Scoping

In 2020, the Railyard Enterprise Project was developed to address multimodal safety, mobility, and operational transportation issues and also to advance economic development opportunities in the Southern Waterfront area of Burlington by improving access and mobility through new urban streets. The study focused on connecting Pine Street and Battery Street. The Burlington City Council voted to accept the REP Supplemental Scoping report, and to direct the Department of Public Works to seek State and Federal funds to advance the preliminary engineering for the REP Phase 2 Alternatives 1B, 2, and 5B on June 29th, 2020.

2.7.5 2017 planBTV Walk Bike Master Plan

In 2017, planBTV's Walk Bike Master Plan was developed to provide background on the planning process, examine existing conditions, and make recommendations for ways Burlington can improve its pedestrian and bicycle conditions. In the report, Battery Street is identified as a priority location after it was reported to be one of the five streets that feel most unsafe for walking and biking by a pool of 500 residents of all ages. In another survey distributed by Local Motion, Battery Street was identified as one of the five priority locations for the addition of protected bike lanes. The report suggested Battery Street Complete Streets upgrades be considered for federal funding to improve its pedestrian and bicycle conditions.

2.7.6 2016 Great Streets Initiative

The Great Streets initiative was developed in 2016 to support the City's "great streets" goals. The initiative states that to have a great streets system, the City's transportation infrastructure will strive to merge seamlessly with public parks, plazas, the built environment, pathways, and open spaces. As a primary street running north to south in Burlington, Battery Street received its own set of design considerations including studying the potential expansion of Battery Street south through the rail yard to Pine Street and supported the addition of important bike and pedestrian connections from the terminus of Main Street at Union Station to the Waterfront. Any reconstruction of Battery Street will use the Great Street Standards to provide a cohesive character to Burlington's Downtown.

2.7.7 2013 planBTV Downtown and Waterfront Plan

The 2013 planBTV Downtown and Waterfront Plan provided a summary of the studies done to inventory and assess existing conditions and identify primary needs in Burlington. The following improvements were identified in the report which are relevant to the Battery Street Scoping Study:

- › Explore possibility of constructing parking garage below Battery Street.
- › Improved facilities along Battery Street to support transit, bicycles, and pedestrians.
- › Planned conversion of Battery Street into a shared street where pedestrians and cyclists have legal priority over motorists.
- › Improved stormwater management to capture runoff from Battery Street prior to traveling over the slope to Lake Champlain.
- › To sink the Pearl Street Overlook to open views to the lake and mountains beyond.

2.7.8 2011 Transportation Plan for the City of Burlington

The 2011 Transportation Plan for the City of Burlington conveyed Burlington's long-term transportation vision and described intermediate-term strategies for attaining its vision. The plan mentions Battery Street briefly to advise that improvements on this street be done consistently with the Complete Streets model and that a waterfront parking pricing pilot project help provide matching funds for the improvements.

2.8 Review of Ongoing Projects and Studies

2.8.1 Railyard Enterprise Project (REP)

The REP as discussed in the REP Supplemental Scoping review has proposed a new railway connecting Pine Street and Battery Street in support of the Complete Streets principles to:

- › Support economic development in the area.
- › Improve the livability of the surrounding neighborhoods
- › Enhance the multimodal travel connectivity between the Pine Street corridor and Battery Street in the Burlington Waterfront South area
- › Improve the intermodal connections to the Burlington Railyard, a National Highway System (NHS) designated intermodal facility.

Since the Supplemental Scoping study, the City Council has approved the selection of Alternative 1B as the Preferred Alternative for the REP. The Federal Highway Administration approved the project's Environmental Assessment (EA) and Individual Section 4(f) Evaluation on February 2nd, 2024. Construction is expected to start in late 2027 or 2028, depending on the amount of time needed for right-of-way acquisition, and the project's ability to gain funding.

2.8.2 Main Street Great Streets Project

The Main Street Great Streets Project is an ongoing project designed to balance all the road uses for long-term sustainability, ensuring that renovations and improvements can be responsibly maintained for decades to come.

The project includes the following elements on Main Street:

- › **Improved sidewalks and implementation of bike facilities:** Separate sidewalks from road with 8-foot tree belt, and protected bike lanes.
- › **Re-allocation of City ROW:** Change 50-75% of space between buildings from vehicular access to 60% for non-vehicular purposes.
- › **Converting diagonal pull-in parking to parallel:** Convert parking to parallel.
- › **Increased and flexible frontage zones:** For bike parking, outdoor café seating, public art.
- › **Green infrastructure / low impact development design:** Stormwater improvements.
- › **Road Diet and intersection safety improvements:** Roadway space and lane configurations were reduced in the interest of designing the roadway to encourage slower driver speeds. Consistent pedestrian phasing was designed at the signalized intersections.

2.8.3 CityPlace Burlington

CityPlace is a development project in Burlington designed to provide new apartments and hotel rooms contained in two hotel buildings in the city. The development will replace the Burlington Town Center Mall and re-establish Pine and St. Paul Street as north-south streets. In addition to restoring the city gird, the development has promised to add wider sidewalks, and advanced stormwater management.

2.8.4 Champlain Parkway

The Champlain Parkway project is the creation of a two-lane, 25 mph road for pedestrians, cyclists, visitors, and residents. It is designed to connect the South End with downtown to alleviate traffic on neighborhood streets. The streetscape will feature stormwater improvements, buried utility lines, and pedestrian actuated signalization. Construction is currently ongoing and expected to be completed by 2026.

2.8.5 Great Streets Project - Bank and Cherry Street

Rebuilding Bank Street and Cherry Street to the Great Streets Standards, including improved sidewalks and crosswalks, incorporating street ecology principles and providing more streetscape amenities. This project will reconstruct the Battery and Cherry Street intersection. Construction is anticipated to start in 2027.



3

Public Outreach

A robust public outreach process was conducted by engaging a diverse group of stakeholders on the project Advisory Committee and providing ample opportunities for public input over the course of the study's development. A Public Involvement Plan (PIP) was created prior to engagement to guide the project through outreach and ensure the project stayed on track. Three public meetings were held for this project, including an initial Local Concerns Meeting, the Draft Alternatives Presentation, and a Final Public Meeting. Before bringing materials to the public, the Advisory Committee was convened to ensure all necessary components were considered and that the Purpose and Needs of the project were being met. In addition to the public and Advisory Committee meetings, the project team solicited input through a survey and at tabling events

3.1 Public Involvement Plan

The Public Involvement Plan (PIP) for the Battery Street project prioritized an open, inclusive, and interactive approach to public participation and stakeholder engagement. It emphasized providing multiple opportunities and platforms for community involvement, aligning with the guidelines of the CCRPC and the City of Burlington's Department of Public Works. The PIP was a dynamic document that adapted to the needs of the project and provided an overview of what the project outreach would include. Key aspects included frequent engagement with transportation stakeholders and the broader public, using various tools such as online surveys, pop-up events, and targeted outreach to traditionally underserved groups. Public meetings were scheduled at critical project milestones to gather and incorporate community feedback, fostering a sense of ownership and inclusiveness. Advisory Committee meetings corresponded to major project phases, ensuring continuous collaboration and input from diverse community representatives. The plan aimed to reach a wide range of residents, including newcomers, immigrants, seniors, young people, and business owners, ensuring that public concerns and aspirations were consistently understood and considered throughout the project's development.

Figure 11 Public Involvement Plan



Source: VHB.

3.2 Project Advisory Committee

The Project Advisory Committee was composed of a diverse group of stakeholders, including representatives from the following organizations and groups:

- › **Burlington Department of Public Works (DPW)** | Laura Wheelock, Norm Baldwin
- › **Burlington Parks, Recreation & Waterfront** | Sophie Sauvé
- › **Burlington City Councilor Ward 2** | Gene Bergman
- › **Burlington City Councilor Ward 6** | Karen Paul
- › **Burlington Office of Racial Equity, Inclusion, and Belonging** | Phet Keomanyvanh
- › **Burlington Office of City Planning** | Charles Dillard
- › **Burlington Walk Bike Council** | Jonathon Weber
- › **Burlington Ward 3 NPA** | Barbara Alsop and Ali Hamedani
- › **Burlington Ward 5 NPA** | Terry Rivers
- › **Burlington Business Association** | Kelly Devine
- › **Green Mountain Transit** | Chris Damiani, Jamie Smith
- › **Burlington DPW Commission** | Brendan Hogan

This committee served as an advisory body throughout the project, responsible for reviewing materials and concepts prior to their presentation to the public for review and comment. The Advisory Committee provided input and ultimately finalized the Purpose and Need statement, which formed the basis for all alternative concepts and evaluations. Additionally, the Advisory Committee contributed to the creation of a new alternative and recommended a preferred alternative for the corridor.

All meeting materials for the Advisory Committee meetings is provided in Appendix C.

3.2.1 Advisory Committee Meeting #1

The first Advisory Committee meeting was held on March 8, 2023. This meeting focused on introducing the project to the committee, explaining the role and responsibilities of the committee, providing an overview of the project scope, and offering an opportunity for a visioning exercise.

During the vision and goals portion of the meeting, participants discussed aspirations and challenges for the Battery Street corridor. The key concerns included speeding and unsafe conditions for pedestrians, particularly at the Main Street intersection, and the need for a more pedestrian and bike-friendly environment. Interest was expressed in rebalancing traffic space with pedestrians and bicyclists and enhancing public transit interfaces. There was also a vision of transforming the corridor into a boulevard-like street with safe green spaces and addressing neighborhood impacts, environmental justice, and connectivity to future developments. The goal was to create a safer, more inviting corridor that integrates various community uses and accommodates future growth.

3.2.2 Advisory Committee Meeting #2

The second Advisory Committee meeting was held on July 27, 2023. This meeting focused on an update of the Public Involvement Plan, an overview of the project StoryMap, a review of the draft Purpose and Need Statement, a discussion about the public input received, and a design charrette.

The team reviewed the public input received through various platforms, identifying key themes such as improved safety, enhanced pedestrian and bicycle facilities, and better community connectivity. These insights are shaping the project's direction, emphasizing the need for diverse user-friendly streetscape and transit accommodations.

A discussion on the draft Purpose and Need Statement involved making sure the statement supports safe, equitable, and accessible transportation, enhancing resilience and connectivity between downtown Burlington and the waterfront. This statement guides the development of alternatives for corridor improvements.

The meeting concluded with a mini design charrette where attendees brainstormed and conceptualized potential designs for the corridor. Key considerations included the incorporation of separated bike lanes, pedestrian-focused elements like median islands and diagonal crossings, and addressing accessibility features. The meeting underscored the importance of balancing transportation modes and integrating user-friendly, sustainable infrastructure while maintaining engagement with the community through ongoing public meetings and feedback sessions.

3.2.3 Advisory Committee Meeting #3

The third Advisory Committee meeting was held on April 24th, 2024. This meeting focused on draft alternatives and an overview of the public input received to date. It provided the opportunity to present the two alternatives to the committee to understand which would be more desirable to the community and meet the project's purpose and needs.

Following an overview of the alternatives, several refinements to each alternative were discussed. The committee shared their opinions on favorable and unfavorable elements of each alternative. The project team noted these items and shared that each alternative was open for refinement in pursuit of consensus around a preferred alternative.

At the conclusion of the meeting, the Advisory Committee was polled on which alternative they preferred. The poll resulted in a split vote and no clear consensus on a preferred alternative.

Through discussion, it was determined that a third alternative should be considered, which combines elements of both previous alternatives and transitions south of Main Street. The intention of the development of a third alternative was to explore whether a hybrid of the two developed alternatives would result in consensus around a single alternative.

3.2.4 Advisory Committee Meeting #4

The fourth and final Advisory Committee meeting was held on September 26th, 2024. This was an additional meeting to present the new alternative option and expand upon the refinements made to alternatives 1 and 2. The meeting sentiments reflected a mix of concerns mainly around bike facilities, safety, and parking options. Discussions leaned toward maintaining parallel parking on both sides of the street (Alternatives 2 and 3), with safety and traffic flow considerations. Safety enhancements at intersections, especially for bikers and pedestrians turning, were emphasized. Pedestrian-exclusive phases and their impact on congestion were discussed, with support for no right turn on red at signals noted. Speed limit enforcement and future growth capacity favored Alternative 2 over Alternative 1.

Following an overview of the newly developed Alternative 3 and the refinements made the Alternatives 1 and 2, the Advisory Committee voted in support of Alternative 2, with one vote being cast for Alternative 1. Overall, the Committee favored prioritizing safety, connectivity, and future-proofing the designs.

All Alternatives (also referred to as "Options") can be found on the project website, linked here: <https://www.ccrpcvt.org/our-work/transportation/current-projects/corridors-circulation/battery-street-corridor-scoping-study/>

3.3 Local Concerns Meeting

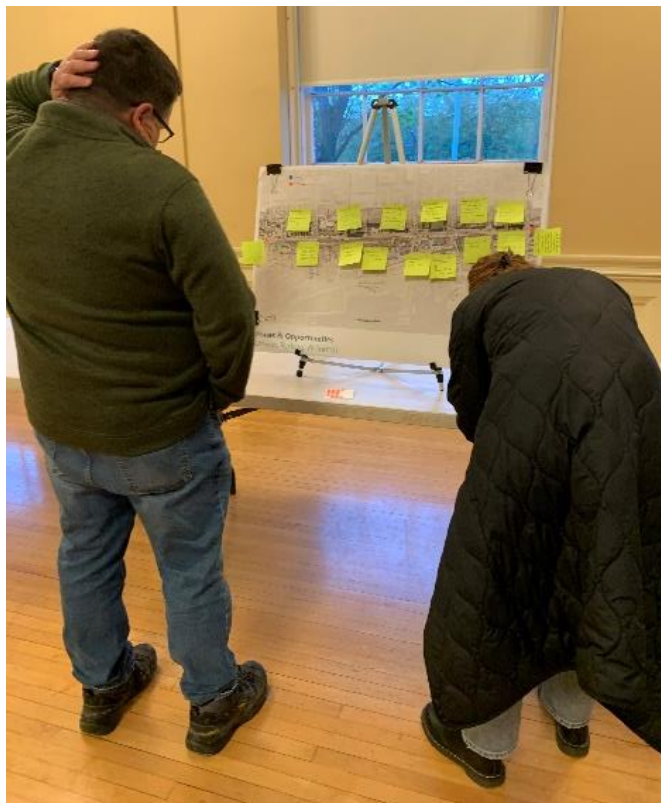
A Local Concerns Meeting was held on May 2nd, 2023, to engage with the public at the onset of the project, introduce the project's objectives, and understand the corridor from the perspective of all users. The meeting began with a two-hour open house, during which members of the project team were available to answer questions and collect input from the community. Several informational boards displayed data and posed questions about the Battery Street corridor. Following the open house, the project team gave a brief presentation that provided an overview of the existing conditions along the corridor and concluded with questions aimed at gathering input from the community on desired improvements and how they would like to use the corridor. The meeting concluded with an hour-long public input session, during which attendees had the opportunity to ask the project team questions and provide feedback on the boards.

This input included:

- › Desire for reduced traffic speeds
- › Desire for the reduction of travel lanes
- › Retaining existing parking to the best degree possible
- › Feeling unsafe crossing Battery Street (as a pedestrian)
- › Desire for protected bike facilities

The meeting agenda, presentations, and minutes can be found in Appendix C.

Figure 12 Engagement at the Local Concerns Meeting



Source: VHB.

3.4 Draft Alternatives Meeting

The Draft Alternatives Presentation was held on March 13, 2024. This meeting reviewed the project's progress to date, the project Purpose and Need statement, and provided an overview of Alternative 1 and Alternative 2. The attendees were provided with a brief presentation and the opportunity to engage with the project team and discuss the two different alternatives. Large prints of the two alternatives were placed on tables, allowing attendees to place post-it notes detailing what they liked or disliked about each alternative.

This input included:

- › General: Concerns about loss of parking
- › General: Concerns about lane reduction
- › General: Questions about bus stops and turning radii
- › Alternative 1: Concerns of bicyclists going in the wrong direction
- › Alternative 2: Concerns of the difference in speeds of bicyclists traveling downhill

The meeting agenda, presentations, and minutes can be found in Appendix C.

Figure 13 Engagement at the Draft Alternatives Meeting



Source: VHB.

3.5 Burlington Transportation, Energy and Utilities Committee (TEUC)

The project team presented the study findings and recommended preferred alternative to the TEUC on January 28, 2025. Several comments were made by members of the public and TEUC members. Where necessary, the project team followed up with commenters after the meeting to discuss their concerns or requested revisions.

Any revisions made to the recommended preferred alternative based on comments made and subsequent discussions have been summarized in Section 5.1.2.

3.6 ArcGIS StoryMap and Public Surveys

In addition to in person engagement, a StoryMap was created to aid this study as public-facing tool to enhance community engagement and transparency throughout the planning process. The StoryMap provided a platform for stakeholders to explore project objectives and scope, review mapped data, including traffic, crash statistics, and zoning information. It also featured an interactive dashboard that provided users the opportunity to explore the results from the survey and input from the local concerns meeting summarizing public input and highlighting key takeaways.

The primary purpose of this tool was to inform and engage the public during the initial stages of project development, fostering early awareness and input before the release of this public-facing report.

Figure 14 StoryMap Cover Page



Source: VHB

In April 2023, a public survey was shared to gather input on potential improvements to the Battery Street corridor. Participants identified specific locations along the corridor where they observed issues or opportunities for improvement and their related mode of travel.

Feedback from this survey, along with input from the Local Concerns Meeting, was reviewed and synthesized into common themes. Respondents frequently emphasized the need for safety and accessibility improvements along the corridor. The distribution of comments by travel mode was as follows: 33% related to walking, 8% to crossing points, 31% to biking, 19% to driving, and 10% to other modes.

Key recurring themes included:

- › Improved safety throughout the corridor and intersections
- › Enhanced pedestrian accommodations
- › Dedicated bicycle facilities

Additional survey data was provided by the City of Burlington, which included 125 responses to three open-ended questions on the topic of Battery Street issues and opportunities, echoed similar sentiments. These responses aligned with input gathered through the other engagement efforts.

The identified themes, combined with a detailed review of individual responses, informed the development of study recommendations.

Following the Draft Alternatives presentation, the City of Burlington published a survey to poll the general public on their preference for an alternative. The survey asked respondents to determine if they prefer Alternative 1, Alternative 2, both equally, or neither. 166 people responded and the results are listed below.

- › Alternative 1: 50
- › Alternative 2: 75
- › Both Equally: 31
- › Neither: 10

Additionally, there was a section to provide a short response to explain the reasoning behind their answer. Many respondents favored the two-way separated bike lanes on the west side of Battery Street for its safety and predictability for both cyclists and motorists, integration with the existing bike path, and simpler traffic flow. Cyclists preferred a straightforward route that avoids frequent stops and intersections, while drivers would appreciate knowing where to expect cyclists. This option was seen as a more efficient use of space and would potentially preserve green areas and on-street parking. However, some respondents favored bike lanes on both sides for better access to businesses, easier right turns, and this alternative being more “typical” (in terms of bike lane placement). Despite differing opinions, the consensus of the project team leaned toward Alternative 2 for increased safety and better traffic management.

It should be noted that this survey was released prior to the addition of Alternative 3.

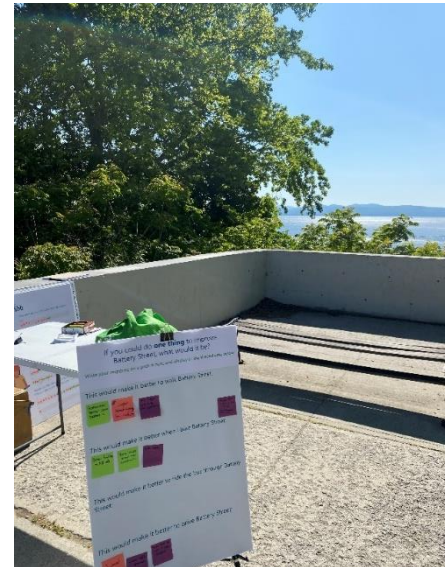
3.7 Targeted Outreach

To ensure an inclusive and comprehensive approach to community engagement, the project team implemented targeted outreach strategies specifically designed to engage people who did not attend the public meetings and/or groups that may not typically participate in public meetings or complete surveys. In addition, there was outreach to particularly affected parcels. The events below detail the additional efforts made to connect with a diverse range of stakeholders. These outreach activities were aimed at maximizing community involvement and fostering an equitable engagement process:

- › King Street Laundry Tabling – May 21, 2023
- › Battery Street & Cherry Street Tabling – May 26, 2023
- › Burlington Business Association – May 31, 2023
- › WVMT Radio Interview – June 8, 2023
- › Trusted Voices Community Group – July 25, 2023
- › Study Options Review with April Cornell – January 23, 2024 (expanded upon below)
- › Study Options Review with Burlington Bay – January 26, 2024 (expanded upon below)
- › Burlington City & Lake Semester Students – February 20, 2024
- › Burlington Business Association’s Waterfront Action Group – March 14, 2024
- › CCRPC Equity Advisory Committee presentation of alternatives – March 27, 2024

The input from community members during the tabling events reflected similar sentiments as the public meetings. There was a desire for separated bicycle facilities and reduction of vehicular lanes. The Burlington Business Association shared concerns around the loss of parking along the corridor which was heard during the public meetings as well as during the advisory committee meetings.

Figure 15 Tabling at Cherry Street



Source: VHB.

3.7.1 One-on-One Meeting with April Cornell – January 23, 2024

Members of the project team met with the owners of April Cornell at their store on January 23, 2024. Both Alternative 1 and 2 were reviewed in detail as they relate to April Cornell’s storefront along Battery Street.

April Cornell expressed concerns over the loss of the angled parking in front of the store and the layout of Alternative 2, which had the two-way separated bike lanes close to their front door with little storefront activation space. The project team shared that as part of the originally drafted alternatives, space was included for on-street parallel parking in front of April Cornell in both alternatives. Additionally, as a result of this meeting, the project team revised Alternative 2 to include more sidewalk and frontage space for storefront activation in this block.

The current angled parking configuration is within the City right-of-way but has been maintained and stewarded by April Cornell since at least 2010. It has nine (9) striped angled parking spaces for customer parking and an additional four (4) unmarked spaces in the northern section. The unmarked spaces are typically used by staff for parking their vehicles parallel to Battery Street,

and bumper-to-bumper. The proposed parking in Alternatives 1 and 2 both have 8 on-street parallel parking spaces.

3.7.2 One-on-One Meeting with Burlington Bay – January 26, 2024

The project team also met with the owner of Burlington Bay at their restaurant on January 26, 2024 to review the alternatives. Their major concern with both alternatives was that only one curb cut was shown on Battery Street for their parking lot. The project team discussed the safety benefits of reducing the number of curb cuts, especially for people walking and biking and also possible reconfigurations of their parking lot to either gain additional parking spaces with one curb cut closed, or to increase the pedestrian realm near the ice cream windows as lines often extend into the parking lot.

Burlington Bay feels very strongly about keeping both curb cuts in the future regardless of the alternative chosen. This is reflected in the revised Alternative 2.



4

Alternatives Analysis

Following the preliminary public engagement process and existing conditions analysis, Conceptual Alternatives were developed for Battery Street. Each alternative was developed to meet the project's goals: enhancing safety, accessibility, and connectivity for all users, while supporting a vibrant and cohesive urban corridor linking Burlington's downtown with its waterfront. The alternatives considered various approaches to address the needs identified in the study, including improved pedestrian and bicycle infrastructure, adjustments to traffic flow, and integration of green stormwater practices.

The alternatives were compared based on several key metrics, including safety improvements, impacts on mobility, environmental considerations, and alignment with the project's Purpose & Need statement. This analysis aimed to identify a recommended preferred alternative that balances user needs, aligns with city planning objectives, and ensures long-term viability of the Battery Street corridor as a multimodal transportation route.

4.1 Conceptual Alternatives: Considerations

The following planning and design considerations were consistent throughout all the conceptual alternatives and are reflected in the Project Purpose and Need (please see Section 1.2.2 for more detail). The desire for a road diet (lane reduction), the need for bicycle facilities, safely accommodating pedestrians at intersections, on-street parking, and increasing green space all required consideration.

4.1.1 Road Diet

At the kickoff of the project – and extensively emphasized throughout early public engagement – it was clear that a road diet, i.e. reduction in motor vehicle lanes, was desired along Battery Street. While the southern end of the corridor, between Maple Street and Main Street, has a two-lane cross-section, the remainder includes a minimum of three-lanes, with four lanes from Main Street north to Pearl Street.

Figure 16 Four-Lane Cross-Section between College and Cherry Street



Source: VHB

The project team completed a phased analysis of traffic conditions along the project corridor, beginning with the existing conditions (summarized in Chapter 2.4), followed by evaluating the road diet inclusive of other corridor improvements proposed within each alternative, summarized in further detail in the following sections.

4.1.2 Bicycle Facilities

In its current state, Battery Street has one two-block segment of a conventional bike lane northbound between Pearl Street and Sherman Street. The corridor otherwise lacks bicycle facilities even though it functions as a key north-south route for daily users and visitors alike. In line with the goal of evolving Battery Street into a more complete and multimodal street, it was determined early on that end-to-end bicycle facilities were needed.

The project team reviewed the existing traffic conditions of the corridor and utilized the FHWA Bikeway Selection Guide (2020) to determine the appropriate bicycle facility type. Referencing Figure 9 of the Guide (included below), Battery Street meets the criteria for “Separated Bike Lanes or Shared Use Path” as the appropriate facility type given it’s AADT is well in excess of 6,000, and speeds are at or above 30mph, on average.

Figure 17 FHWA Bikeway Selection Guide

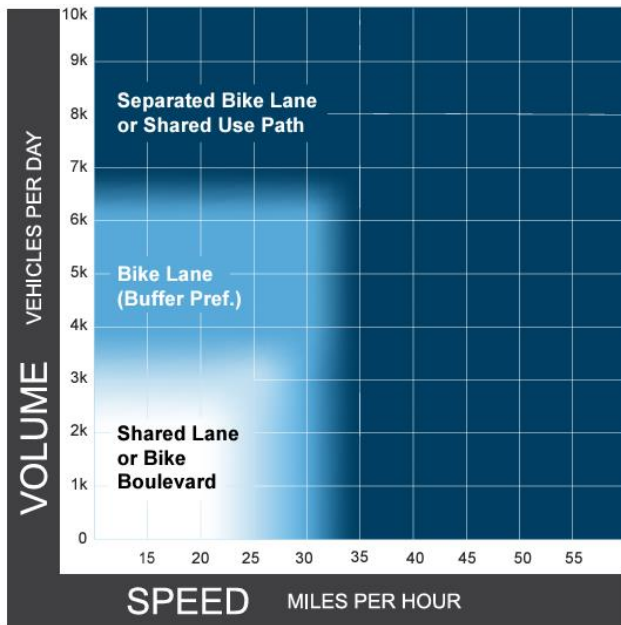
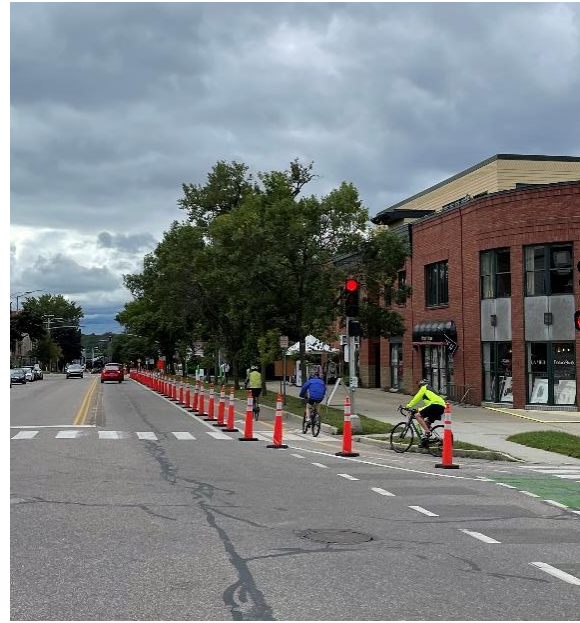


Figure 17 is from the FHWA Bikeway Selection Guide, providing facility type selection guidance.

Figure 18 Two-Way Separated Bike Lane



The two-way separated bike lanes that were installed temporarily along Battery Street between Maple and Main to serve as a detour route.

In addition to the team’s review of existing conditions and guidance, there was overwhelming support from the general public and Advisory Committee for a separated bicycle facility along Battery Street. For this reason, this was the bicycle facility type considered across all conceptual alternatives.

4.1.3 Pedestrian Accommodations at Intersections

While there are end-to-end pedestrian facilities along Battery Street, the street’s existing lane configuration, intersection geometries, and inconsistent signalization all pose challenges for pedestrians navigating its intersections.

The project team sought to evaluate and analyze mitigations to these challenges across all considered alternatives, while referencing guidance provide in the Great Streets standards, the Stop and Signalized Intersection Design Vehicle Guide, and national best practices.

Figure 19 Maple Street Intersection



Long wait times for pedestrians at intersections was a commonly shared issue by the public

Figure 20 College Street Intersection



Crossing length, traffic volumes, and approach grade all create uncomfortable conditions for pedestrians crossing at Battery & College

Lane reductions (in terms of both number and width), consistent curb radii (while being sensitive to the design vehicle), curb extensions that daylighted pedestrians where on-street parking was present, and a consistent approach to signalization for pedestrians (inclusive of an extended leading pedestrian interval) were all considered and evaluated.

4.1.4 On-Street Parking

On-Street parking is present along Battery Street in the two southernmost blocks; between Maple Street and Main Street. Additionally, there is off-street parking within the public ROW along the west side of Battery Street between Main Street and College Street in front of April Cornell.

Figure 21 Number of Existing On-Street Parking Spaces between Maple and Main Street



Given the presence of businesses and private residences along the street in these blocks, reducing impacts to this parking was a key element of the conceptual alternatives. The need for this parking was emphasized during the public engagement process, as well as by the Burlington Business Association (BBA) via their position on the Advisory Committee. As a result, each alternative was sensitive to any impacts on parking while considering the other critical elements of design.

4.1.5 Traffic

Traffic operations were evaluated for each alternative using a simulation method. For each alternative, the average delay for each intersection, the average delay across the whole network, and the end-to-end travel times between Sherman Street and Maple Street were determined.

Traffic volumes were based on counts collected on April 13, 2023, and were adjusted to Design Hour Volume (DHV). DHV is defined as the 30th-highest hour in a year. Averaging the three nearest VTrans count stations, the DHV for 2023 was 8% higher than the peak hour on the count date. As a result, traffic volumes, including vehicles, bicycles, and pedestrian crossings, were increased 8% to establish volumes for simulation.

The study area overlaps with the Main Street Great Streets project at Battery and Main Streets. Traffic projections for Great Streets included detailed adjustments for new development, infrastructure projects, and background growth. At Battery and Main Streets, Great Streets projected a design hour entering volume of 1,961 in 2037. For comparison, the recently collected and adjusted volumes came out to 1,911 entering vehicles. After reviewing the assumptions and adjustments made, it was determined the 8% increase in 2023 count volumes for this study was conservative (overestimating traffic impacts). Therefore, a future analysis year for this study was not analyzed. As a result, no additional adjustments were made to the Battery Street volumes.

4.1.6 Traffic Analysis

The existing lane configuration ("No Build") has more lane capacity than any other alternative, and as a result has the best Level of Service (LOS). The remaining alternatives all have the same reduced lane configuration for motor vehicles; however, the differing bicycle facilities, and resulting traffic signal operations, result in varying traffic performance.

In Alternatives 1-3, the pedestrian cycles were adjusted to concurrent phasing, with a leading pedestrian interval (LPI) of 7+ seconds. This sets consistent pedestrian expectations and allows the cycle time to be used more efficiently. Pedestrian phases would operate on recall, meaning that the walk sign appears whether the pedestrian button is used or not.

Bicycle signals are proposed as part of each alternative wherever motor vehicle turning movements across the separated bike lane exceed these thresholds:

- › **One-Way Separated Bike Lanes***
 - 100 conflicting left turns across one lane; 50 left turns across two lanes
 - 150 conflicting right turns
- › **Two-Way Separated Bike Lanes***
 - 50 conflicting left turns across one lane; Any left turns across two lanes
 - 100 conflicting right turns

** These thresholds are provided by the AASHTO Bike Guide, 5th Edition (2024)*

4.1.7 Streetscape & Stormwater Management

Battery Street should be reconstructed as a gateway street in compliance with Great Street standards within the downtown area. This would include transition and/or gateway treatments entering downtown at the intersection with Pearl Street.

The project team was also tasked with considering opportunities to improve stormwater management along Battery Street in the interest of improving treatment adjacent to Lake Champlain and lessening the burden on the City's combined storm/sewer system. The road diet – described above and a crucial element of all alternatives – provides a significant reduction of impervious surface along Battery Street, replacing paved surfaces with green space. This significant expansion of green space provides ample opportunities for proven green infrastructure stormwater treatment practices, i.e. stormwater curb extensions, green gutters, rain gardens, tree pit stormwater planters, etc.

4.2 Alternative 1: One-Way Separated Bike Lanes

4.2.1 Active Transportation & Parking

Alternative 1 for the Battery Street corridor incorporates several key elements aimed at enhancing safety, accessibility, and connectivity. This alternative includes the road diet described in Section 4.1.1, pedestrian-focused intersection improvements outlined in Section 4.1.3, and the on-street parking considerations detailed in Section 4.1.4. The defining feature of Alternative 1 is the incorporation of a pair of one-way separated bike lanes on each side of Battery Street, traveling parallel to the flow of motor vehicle traffic. These bike lanes are designed to provide dedicated and protected space for cyclists, significantly improving safety and comfort for bicyclists of all ages and abilities.

Separated bike lanes offer substantial safety benefits compared to standard bike lanes. By physically separating cyclists from motor vehicle traffic, these facilities minimize conflicts between modes. Research consistently shows that separated bike lanes reduce the likelihood of crashes involving cyclists by creating a more predictable and controlled environment. Additionally, this design enhances user comfort and encourages more people to choose bicycling as a viable mode of transportation, supporting Burlington's goals for active transportation and sustainability.

While Alternative 1 maximizes safety and accessibility benefits, it does so with notable impacts to on-street parking. Between Maple Street and Main Street, this alternative would result in reducing the number of parking spaces from 42 to 13. These changes reflect a tradeoff necessary to accommodate the separated bike lanes while maintaining green space and mature trees to the highest degree possible. Public feedback during the engagement process underscored mixed opinions on this impact, with some residents and stakeholders expressing concerns about parking availability for businesses and visitors. Mitigation strategies, such as enhancing wayfinding for nearby parking options or reallocating parking in adjacent areas, could help address these concerns.

4.2.2 Traffic Analysis

In Alternative 1, bicycle signals are used at all intersections except Sherman Street and Cherry Street, stopping motor vehicle traffic during an exclusive bicycle phase and increasing delay for all modes. As a result, Alternative 1 has the highest delay and end-to-end travel times of any alternative. Compared to existing conditions, the average end-to-end travel time nearly doubles, adding an additional 135 seconds (southbound) and 168 seconds (northbound). This is a 98% increase in travel time delay for northbound and a 94% increase for southbound end-to-end.

Congestion is the worst in the southern half of the corridor, with two intersections (College Street and Main Street) at LOS E and King Street at LOS F.

Like all the alternatives, LPIs are proposed at all intersections except Sherman Street (where pedestrians have a conflict-free concurrent crossing). Except at Sherman Street and Cherry Street, the volume of right turn conflicts is high enough to demand separating bike and vehicle movements. Bike phasing overlaps with the north/south LPIs, which are extended to 15 seconds to allow bicycles to clear the intersection. Bikes may make left turns during their phase (yielding to oncoming bikes and pedestrians in crosswalk).

As a result of the above proposed changes, less cycle time is available for vehicle movements and Alternative 1 generates the most congestion of any alternative. With less lane capacity, storage length becomes an issue at peak times, with queues occasionally spilling back to the next block. In part, this is mitigated by new protected left-turns at Maple Street (for eastbound vehicles) and College Street (southbound and eastbound). For compatibility with LPIs, the protected left-turns must be lagging.

Signal coordination favors the northbound direction, which has higher traffic in the PM peak hour. On shorter blocks – such as between Pearl and Cherry – stopped vehicles can block upstream traffic from advancing on their green. This effect creates long queues on side streets including Pearl Street, Main Street, and King Street.

Table 2 Alternative 1 Traffic Analysis

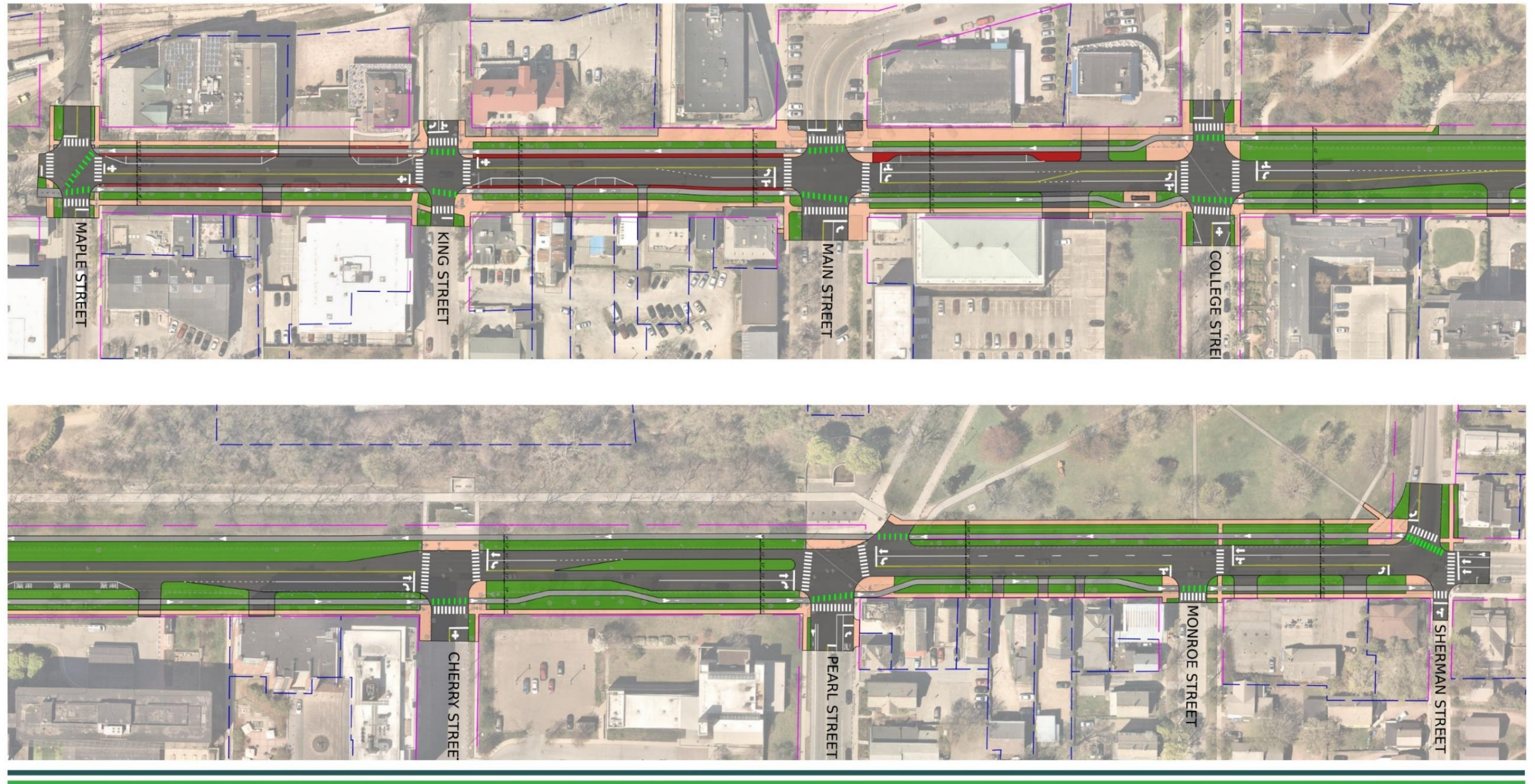
Average Delay (s) per Entering Vehicle	
Park St & North Ave & Sherman St.....	27.8
Battery St & Pearl St.....	41.7
Battery St & Cherry St.....	54.2
Battery St & College St.....	66.2
Battery St & Main St.....	78.3
Battery St & King St.....	89.3
Battery St & Maple St.....	27.8
Corridor End to End	
Network Delay (min, s)	3 min, 15.6 s
Average Network Speed (mph)	7
End-to-End Travel Time, NB (min:s)	5:40
End-to-End Travel Time, SB (min:s)	4:39

4.2.3 Alternative 1 Summary

A full, 50-scale layout plan of Alternative 1 is provided on the next page.

In summary, Alternative 1 prioritizes safety and multimodal accessibility by introducing separated bike lanes and pedestrian enhancements, consistent with the project's Purpose and Need Statement. However, its significant impact on acceptable motor vehicle traffic operations and parking requires careful consideration to balance the needs of all corridor users and ensure community support.

Figure 22 50-Scale Layout Plan of Alternative 1



Battery Street Scoping Study

Alternative 1

4.3 Alternative 2: Two-Way Separated Bike Lanes

4.3.1 Active Transportation & Parking

Alternative 2 for the Battery Street corridor proposes a two-way separated bike lane along the west side of the corridor, creating a dedicated space for cyclists traveling in both directions. This approach consolidates bicycle activity on one side of the corridor, aligning with the road diet described in Section 4.1.1, pedestrian improvements outlined in Section 4.1.3, and on-street parking considerations detailed in Section 4.1.4.

The two-way separated bike lane enhances connectivity by aligning directly with destinations on the west side of Battery Street, such as Battery Park and the Waterfront. North of College Street, the design benefits from reduced motor vehicle conflicts, as Cherry Street, Pearl Street, and Monroe Street terminate at Battery Street from the east. This configuration offers a more comfortable and low-stress travel route for cyclists without impacting traffic operations. However, at intersections where the two-way bike lane crosses through traffic, careful design will be essential to address potential conflicts, particularly where cyclists traveling against the flow of adjacent motor vehicles may be unexpected.

Parking impacts are a key differentiator between Alternatives 1 and 2. Alternative 2's design retains sufficient width between King Street and Main Street to preserve parking on both sides of Battery Street within that segment. As a result, the space reallocation between Maple Street and Main Street ends up reducing the number of parking spaces from 42 to 27, a reduction of 15 spaces. This represents a smaller reduction than in Alternative 1 (which would reduce parking by 29 spaces). Maintaining more on-street parking aligns with feedback received during public outreach, particularly from residents and businesses concerned about parking availability in the area.

4.3.2 Traffic Analysis

In Alternative 2, two-way separated bike lanes run along the west side of Battery Street for the full corridor length. Because the two-way separated bike lanes run along the west side, turning conflicts are minimized and a dedicated bicycle phase is needed only at the College Street intersection. Alternative 2 has a LOS D at College Street, but a LOS C or better at all other intersections. Compared to existing conditions, the end-to-end travel time increases by less than a minute in each direction – only 57 seconds (southbound) and 32 seconds (northbound). This is a 19% increase in travel time delay for northbound and a 40% increase for southbound end-to-end.

Alternative 2 places bicycles on the west side of the corridor, where turning conflicts only reach the threshold for separated movements at College Street. With fewer phases to divide cycle time between, the signals operate more efficiently at the other intersections. Even at College Street, with all bicycle traffic on the west side of Battery Street, northbound traffic can advance during the bike phase. This special phasing would require new signal equipment to be installed. Northbound left-turns would be controlled by a red arrow (during the bike phase) and permissive flashing yellow arrow (after the bike phase is complete). The bike phase would begin

with the LPI (7 seconds) and extend an additional 8 seconds to allow for the 15 second exclusive bike phase. Southbound traffic would be held (red) during the bike phase.

Were the design to include a southbound right turn lane at College Street, that lane alone could be held while thru traffic advances. However, with those movements consolidated to a single lane, the entire southbound approach must be held. Along the corridor, thru bicyclists would experience less delay than in Alternative 1, with the disadvantage that bicycle turns across Battery St (northbound right or southbound left) would become two-stage movements. Overall, Alternative 2 is a moderate increase in delay over existing conditions of 5 to 13 seconds, with slightly more delay at College Street.

Simulation results are shown in Table 3.

Table 3 Alternative 2 Traffic Analysis

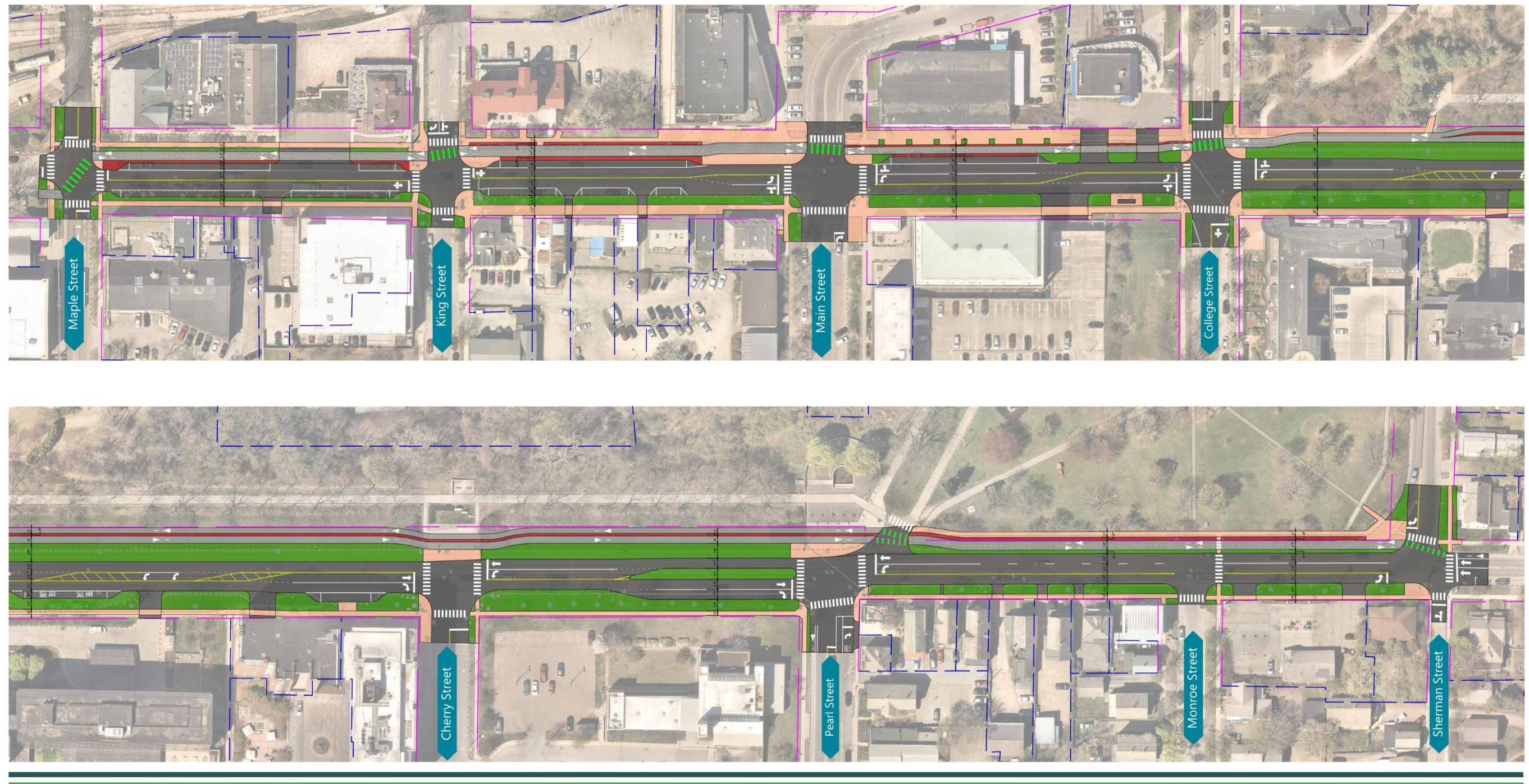
Average Delay (s) per Entering Vehicle	
Park St & North Ave & Sherman St.....	17.1
Battery St & Pearl St.....	20.1
Battery St & Cherry St.....	25.0
Battery St & College St.....	54.9
Battery St & Main St.....	27.0
Battery St & King St.....	17.4
Battery St & Maple St.....	11.8
Corridor End to End	
Network Delay (s)	99.7
Average Network Speed (mph)	12
End-to-End Travel Time, NB (min:s)	3:24
End-to-End Travel Time, SB (min:s)	3:21

4.3.3 Alternative 2 Summary

A full, 50-scale layout plan of Alternative 2 is provided on the next page.

In summary, Alternative 2 represents a balanced approach to enhancing safety, connectivity, and multimodal accessibility while minimizing impacts to on-street parking and providing more favorable traffic operations when compared to Alternative 1. Its design addresses critical gaps in the cycling network and strengthens links to key community destinations, advancing Burlington's vision for an equitable, multimodal, and sustainable transportation system.

Figure 23 50-Scale Layout Plan of Alternative 2



Battery Street Scoping Study

Alternative 2

4.4 Alternative 3: A Hybrid Option – Two-Way Separated Bike Lanes (Maple Street to Main Street) and One-Way Separated Bike Lanes (Main Street to Sherman Street)

4.4.1 Active Transportation & Parking

Summarized in Section 3.2.3, the Advisory Committee was not able to reach consensus on a Preferred Alternative during AC Meeting #3. As a result, the request was made to refine each alternative and create a third, hybrid alternative that sought to combine desirable elements of Alternatives 1 and 2. The project team developed and analyzed Alternative 3.

Alternative 3 includes two-way separated bike lanes for the two southernmost blocks of the corridor – Maple Street to Main Street – and then transitions to the one-way separated bike lanes cross-section north from Main Street to Sherman Street. For the most part, the considerations for Alternative 3 represents a balance of those explained for Alternatives 1 and 2 with a few nuanced differences.

The connectivity considerations for Alternative 3 are largely the same as the first two alternatives, however, the project team saw the creation of a new alternative as an opportunity to evaluate a few revisions to the original designs, particularly in the southern, two-way separated bike lanes section. For Alternative 3, the project team shifted the two-way separated bike lanes from the west side of the street to the east. The primary rationale here is to visualize the future connection to the Railyard Enterprise Project given the current concept plan for that effort includes a shared-use path along the east side of the roadway up to Maple Street. Consideration of the two-way separated bike lanes along the east side of Battery Street would allow for a seamless connection to that facility. The two-way separated bike lanes transition to the one-way paired separated bike lanes at Main Street so the side of the street they are on at the Main Street intersection does not have a measurable impact on the evaluation of the alternative.

In addition to the connectivity considerations, the project team used the development of Alternative 3 as an opportunity to evaluate maintaining more on-street parking between Maple Street and Main Street. To maintain as many on-street parking spaces as possible, the two-way separated bike lanes and its buffers would need to be design to absolute minimums. Additionally, all green space would need to be removed from the street scape to accommodate the necessary width. With these changes in place, Alternative 3 would maintain as many as 39 of the existing 42 on-street parking spaces in this segment. It's important to note that if the above modifications were considered for Alternative 2, that alternative could also maintain 39 spaces.

4.4.2 Traffic Analysis

As expanded upon above, Alternative 3 represents a hybrid alternative, inclusive of two-way separated bike lanes along the east side from Maple Street to Main Street, and one-way separated bike lanes on both sides of Battery Street north of Main Street to Sherman Street. At Main, southbound bicyclists make a two-stage crossing along the west and south legs to reach the two-way separated bike lanes. Special phasing – overlapping with the southbound left and

westbound right while other movements, including southbound thru, are held – allows this crossing to be completed at once. Alternative 3 has one intersection at LOS E (King), two at LOS D (College, Main), and the remainder at LOS C or better. Compared to existing conditions, the end-to-end travel time increases by 21 seconds (southbound) and 105 seconds (northbound). This is a 61% increase in travel time delay for northbound and a 15% increase for southbound end-to-end.

As a hybrid option, Alternative 3 has performance in between Alternatives 1 and 2. Congestion is greatest on the southern end of the corridor, particularly in the northbound direction. Cyclists experience more delay at the southern intersections due to the separation of bicycle and vehicle movements. Placing the cycle track on the east side means significant turning conflicts at King and at Maple. The bicycle phase must be brief to accommodate all necessary phases, meaning cyclists will usually arrive on red. Generally speaking, through bicycle movements that are compatible with concurrent motor vehicle movements (i.e. are at or below the thresholds identified in Section 4.1.6) allow for longer green times.

Table 4 Alternative 3 Traffic Analysis

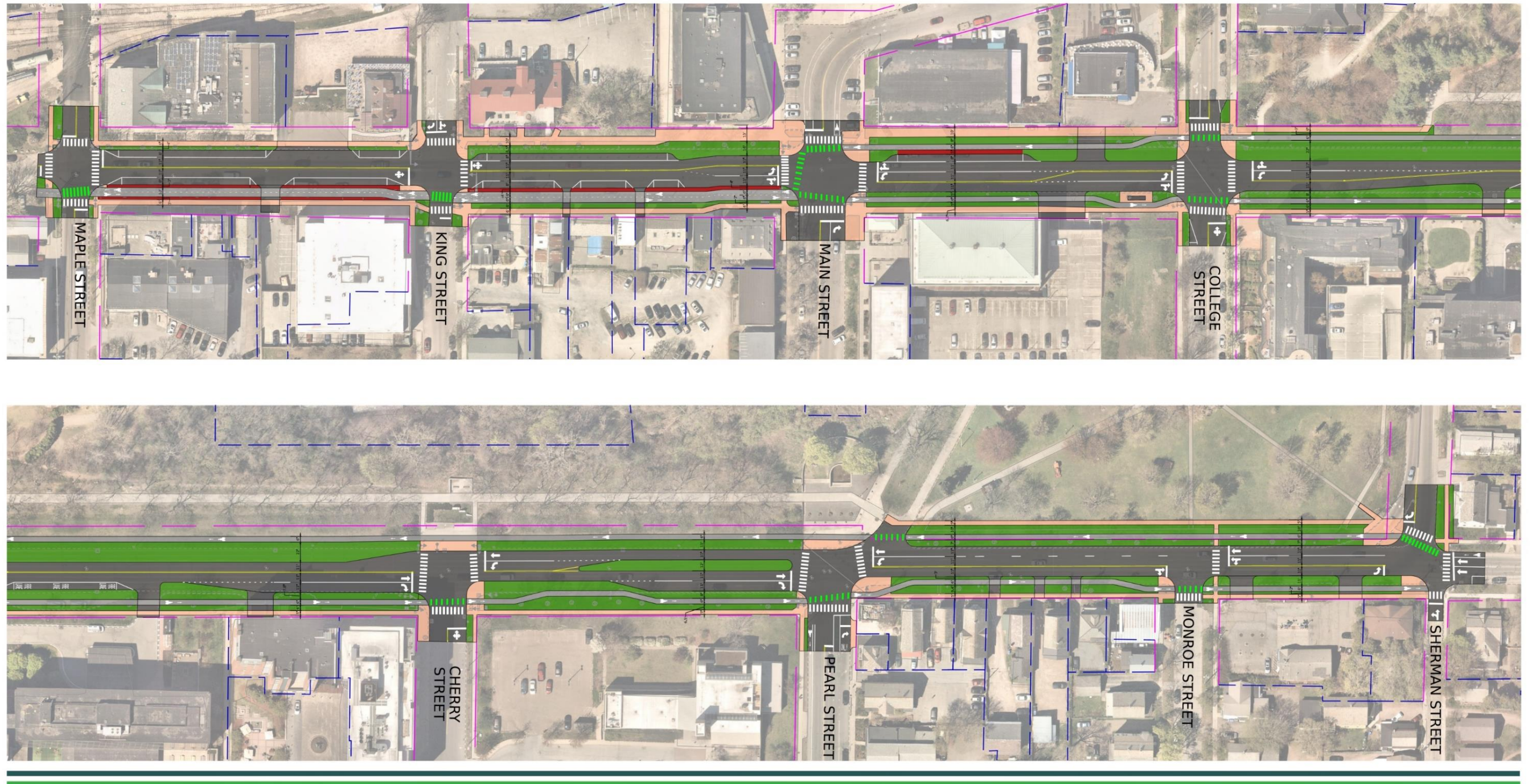
Average Delay (s) per Entering Vehicle	
Park St & North Ave & Sherman St.....	17.0
Battery St & Pearl St.....	14.7
Battery St & Cherry St.....	15.6
Battery St & College St.....	36.6
Battery St & Main St.....	45.4
Battery St & King St.....	66.9
Battery St & Maple St.....	16.8
Corridor End to End	
Network Delay (s)	106.2
Average Network Speed (mph)	11
End-to-End Travel Time, NB (min:s)	4:37
End-to-End Travel Time, SB (min:s)	2:45

4.4.1 Alternative 3 Summary

A full, 50-scale layout plan of Alternative 3 is provided on the next page.

Alternative 3 combines elements of Alternatives 1 and 2 to create a hybrid approach aimed at balancing connectivity, safety, and accessibility with minimal impacts to parking and traffic operations. This alternative features two-way separated bike lanes along the east side of Battery Street between Maple Street and Main Street, transitioning to one-way separated bike lanes on both sides of the corridor north of Main Street. The east-side alignment of the two-way bike lanes is intended to create a seamless connection to the planned shared-use path associated with the Railyard Enterprise Project. While maintaining most of the existing parking spaces (up to 39 of 42 between Maple and Main Streets), the design requires reducing green space and configuring bike lane buffers to minimum widths. Overall, Alternative 3 offers a balanced solution that preserves more parking than Alternative 1 while providing greater connectivity than Alternative 2, though it introduces additional complexity at intersections requiring thoughtful design to manage turning conflicts and delays effectively.

Figure 24 50-Scale Layout Plan of Alternative 3



Battery Street Scoping Study

Alternative 3

4.5 Conceptual Cost Estimates

Conceptual Cost Estimates were developed for each alternative using bid history unit pricing, research of similar project, and order of magnitude quantity takeoffs. The conceptual cost estimates were then projected for a construction year of 2030 but taking the order of magnitude current year costs and compounding a 5% estimated annual increase in pricing. The provided cost estimates are inclusive of engineering and design, permitting, and construction.

The conceptual cost estimate for each alternative is as follows:

- › Alternative 1: \$31,700,000
- › Alternative 2: \$31,400,000
- › Alternative 3: \$31,000,000

The detailed cost estimate spreadsheets are provided in Appendix G.

4.6 Alternatives Evaluation Matrix

Table 5 Alternatives Evaluation Matrix

	Corridor Alternatives**			
	No Build	Alternative 1	Alternative 2	Alternative 3
Projected 2030 Cost	\$0	\$31.7M	\$31.4M	\$31.0M
Constructability		Very Challenging	Challenging	Very Challenging
Purpose & Need				
Improve corridor & intersection safety for all users	No	Yes	Yes	Yes
Enhance comfort and accessibility for pedestrians	No	Yes	Yes	Yes
Provide end-to-end bicycle facilities and connections	No	Yes	Yes	Yes
Integrate street ecology into Battery Street's overall design	No	Yes	Yes	Yes
Provide acceptable mobility for all modes of transportation	No	Yes/No*	Yes	Yes

* While Alternative 1 dramatically improves mobility for bicyclists and pedestrians, the overall increased delay for motorists is not considered to meet this particular need.

** For a better understanding of the differences between each alternative, please review [Section 4.2 \(Alternative 1\)](#), [Section 4.3 \(Alternative 2\)](#) and [Section 4.4 \(Alternative 3\)](#).



5

Recommended Preferred Alternative & Implementation Plan

The selection of the Preferred Alternative for Battery Street integrated findings from extensive public engagement, input from the Project Advisory Committee, and a detailed alternatives analysis, all described in detail in the previous sections. Public engagement provided critical insights into community priorities, including safety, connectivity, and minimizing impacts to parking. Advisory group meetings allowed stakeholders to review and refine the alternatives, confirming they aligned with the project's Purpose and Need(s). Finally, the alternatives analysis evaluated each option based on metrics such as overall safety, traffic operations, multimodal accessibility, and parking impacts, enabling an objective comparison of tradeoffs. This collaborative and data-driven process led to the recommendation of an alternative that balances safety, mobility, and community priorities while addressing the long-term functionality of the corridor.

5.1 Recommended Preferred Alternative

At the conclusion of public engagement, stakeholder / advisory committee engagement, and the finalization of the alternatives analysis, Alternative 2 was recommended as the preferred alternative for the Battery Street corridor. Alternative 2 garnered the most support from the public, as well as the advisory committee and project team. Moreover, it best met the needs of the project defined in the project's purpose and need(s) statement.

Following feedback provided by the Advisory Committee at their third meeting, the team refined Alternative 2 to improve the overall concept for Battery Street. These refinements included:

- › More separation for the two-way bike travel along the "Battery Park Extension" section of Battery Street – This refinement was included based on a request to re-evaluate the safety of bike travel in opposite directions along a segment with significant grade that would result in measurably different bicyclist speeds.

The project team also further considered the overall safety implications of each alternative relative to bicyclist safety. In addition to the above safety concern, the project team evaluated two other considerations, 1) the potential for the most common crash types involving bicyclists, i.e. "right hook" and "left cross" crashes for each alternative, and 2) the potential for non-compliance from bicyclists given long wait times for separate phases. Overall, the potential for the crash types between alternatives is fairly similar, but the concern over non-compliance given bicyclist wait times is greater for Alternative 1.

- › On-street parking in the south end of the corridor – As described previously, the project team evaluated the feasibility of maintaining more parking between Maple Street and Main Street and determined that this is feasible if width reductions are made to several elements of the originally proposed cross-section.
- › Removal of the southbound right-turn lane at College Street – In the original version of Alternative 2, a southbound right-turn lane was included at the College Street intersection. This was due to the high right-turn and left-turn volumes at this location and the need to phase-separate those movements from the two-way separated bike lanes. The advisory committee expressed concern over the fact that with the inclusion of the southbound right-turn lane, the pedestrian crossing – which is known to have some of the highest pedestrian volumes in the area – is not shortened from its existing length. Acknowledging this consideration, the project team revised the cross-section and signal operations at the intersection. While this resulted in poorer overall traffic operations, the results were well within the acceptable range, while enabling a shorter pedestrian crossing.
- › Reducing impacts to Battery Park – This was another request made by the advisory committee. To accommodate this, the project team modified the cross-section of the two-way separated bike lanes and shifted it closer to Battery Street.
- › The final refinement made to Battery Street was in the block between Main Street and College Street, along the west side. There was a request to increase the frontage space in front of the April Cornell building. Similar to other refinements, to accommodate this request, the project team revised the cross-section along the west side of the street to include a narrower two-way separated bike facility and narrower buffers. The refined widths still meet minimum requirements, while also accommodating the request to increase business frontage space.

5.1.1 Presentation to the Transportation, Energy, and Utilities Committee (TEUC) and Subsequent Revisions

On January 28, 2025, the project team presented the study and the recommended preferred alternative to the TEUC. Based on comments heard and follow-up discussions with the necessary parties, the following revisions have been made to the recommended preferred alternative:

- › Maintaining parking on both sides of Battery Street between Maple Street and Main Street. The original recommended preferred alternative maintained parking on one side of the street between Maple Street and King Street, while maintaining parking on both sides of the street between King Street and Main Street.

This modification retains parking on both sides of the street, resulting in 39 parking spaces (compared to the existing 42 spaces). This revision is feasible by reducing the amount of green space and removing several trees on the east side of Battery Street between Maple Street and King Street. This modification creates a narrower cross-section for all users and results in more “friction” but does maintain on-street parking to the greatest extent possible.

- › Left-turn pockets for hotel access. Based on comments from City Councilors, left-turn pockets have been added to the preferred alternative to provide improved access for southbound traveling motorists to Hotel Champlain.
- › Maintaining the loading zone in front of the Courtyard Marriott (Burlington Harbor). This was a correction to the layout plan to maintain the on-street loading zone for the Courtyard Marriot (Burlington Harbor) hotel.

A 50-scale layout plan of the Recommended Preferred Alternative is provided on Page 46.

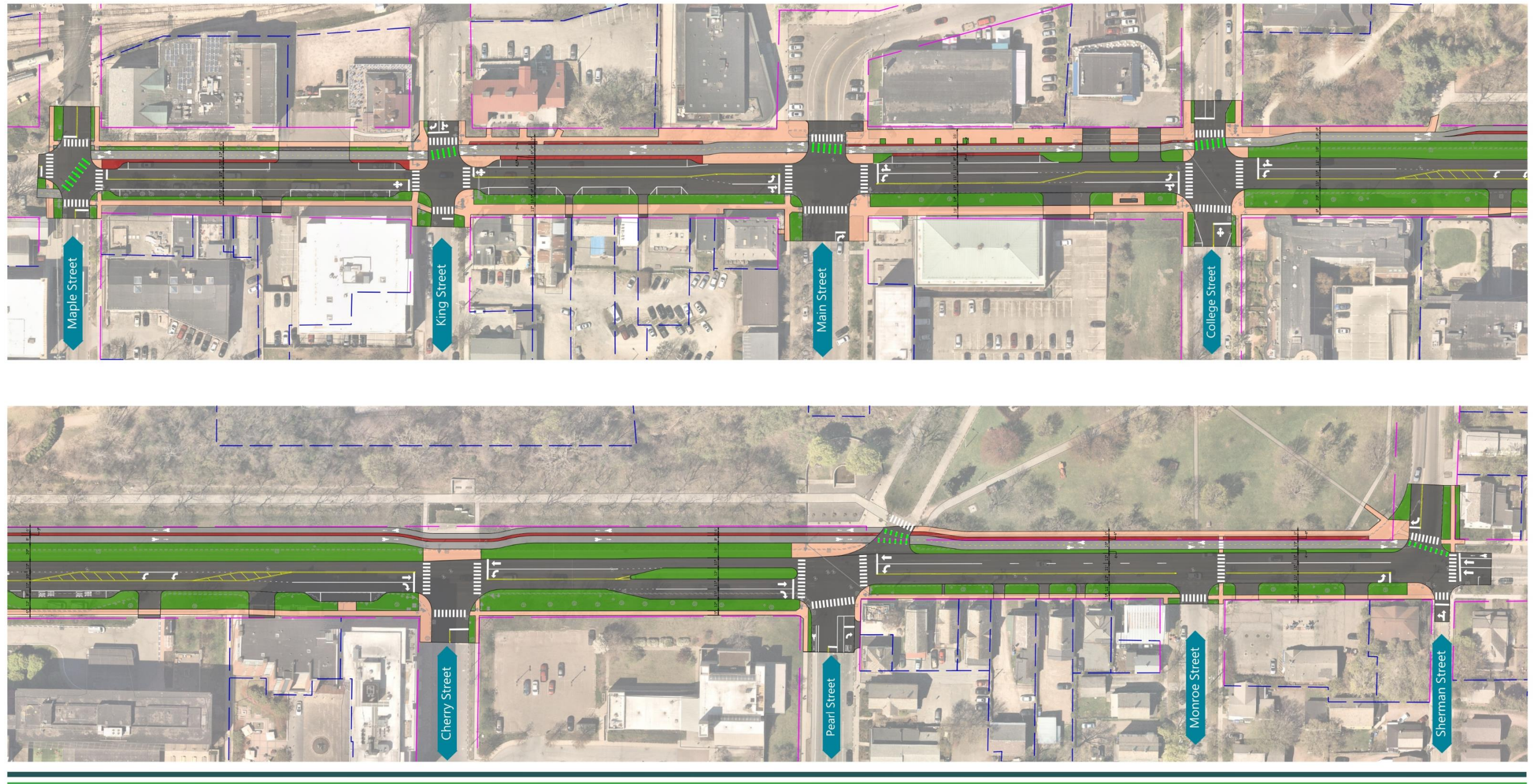
5.1.2 Additional Considerations

The following comments were received from two Advisory Committee members following the committee’s vote on a recommended preferred alternative:

- › **Traffic Analysis of Park Street/Sherman Street:** To examine the feasibility of reducing the number of southbound lanes between Pearl Street and Sherman Street, conduct a traffic study to evaluate the impact of a lane reduction on Park Street north of the Sherman Street intersection.
- › **Midblock crossing at Monroe Street:** Consider installing a raised crosswalk at Monroe Street across Park Street. While this location already features a crosswalk and RRFB, a raised crosswalk could be evaluated as an additional measure to enhance pedestrian safety.
- › **Access / Driveway Modifications:** Future design phases should take a close look at existing accesses and driveways (e.g., curb cuts) along the Battery Street corridor, confirming they are in alignment with City standards and take into account bicyclist and pedestrian safety.

Please note that these recommended additional considerations were not reviewed by the entire Advisory Committee.

Figure 25 50-Scale Layout Plan of the Recommended Preferred Alternative



Battery Street Scoping Study

Preferred Alternative (Refined Alternative 2)

5.2 Implementation Plan & Funding Opportunities

The recommended improvements for the Battery Street corridor could be implemented in phases, depending on the availability of funding. The following section provides a potential implementation plan for the corridor, along with details about potential funding options.

Although there is potential to secure separate grants for bicycle and pedestrian infrastructure, the significant grade changes between the sidewalk and travel lanes pose challenges for separating these improvements from the broader vehicular roadway construction. While much of the planned bicycle infrastructure will be constructed outside the current travel lanes, these grade differentials could complicate phasing and require careful coordination.

In considering an opportunity for nearer term implementation of the recommended preferred alternative, the proposed road diet (i.e. reduction in travel lanes) between Main Street and Pearl Street could be implemented leveraging the City's Quick Build Design + Materials Standards. Through utilizing this guide, along with pavement markings, signing, and modifications to the traffic signals, the road diet could be implemented while other steps in the project development process are being taken to move the project toward engineering design.

Additionally, given the existing curb-to-curb width from Main Street to Pearl Street is approximately 48-feet, the recommended bicycle facility type – two-way separated bike lanes along the west side – could also be implemented using pavement markings and quick build materials. If a standard 11-foot width is used for the motor vehicle travel lanes, approximately 15-feet of width would be available to implement the two-way separated bike lanes.

Lastly, in the longer term, for the southern segment of the project – Maple Street to Main Street – the City should seek out opportunities for a joint implementation between these blocks and the construction of the Railyard Enterprise Project (REP), and eventual construction of the westernmost blocks of the Great Streets Main Street project. Pending the timing of these ongoing projects, it could be worth considering a phased approach to implementing the preferred alternative with improvements beginning at Main Street and moving north prior to implementing improvements from Main Street to the south.

5.2.1 Proposed Implementation Timeline

Short-Term Recommendations – Within 5-Years:

- › **Initiate preliminary design**
 - Develop the engineering design to anticipate grade differentials between the roadway, sidewalk, and separated bike lanes and their implications on construction phasing.
- › **Implement the road diet and two-way separated bike lanes with signing, pavement markings and signal modifications between Main Street and Pearl Street**
 - Incorporate the road diet and separated bike lanes into planned updates to pavement markings or repaving, providing an opportunity to initiate improvements while design work continues.
 - Leverage the City's Quick Build Design + Materials Standard Guide
- › **Finalize engineering design**

Long-Term Recommendations – Within 10-Years:

› **Secure funding & begin construction**

This phased approach provides a framework for advancing the Battery Street improvements in a way that aligns with funding availability, minimizes community disruption, and ensures a cohesive connection to broader transportation initiatives.

5.2.2 Funding Opportunities

The next step to realizing the infrastructure improvements outlined above is securing funding to support project design and construction. Given the opportunity to incrementally implement smaller scale projects through the recommended phasing outlined above, applying for funding opportunities through competitive grant programs is recommended.

State or Local Grants

The VTrans Bicycle and Pedestrian Program is a grant program to provide funding for projects that implement safe and convenient facilities for Vermonters who desire alternative transportation opportunities. It is available for the scoping, design, and construction of bike and pedestrian facilities, sidewalks, bicycle lanes, crosswalks, and shared use paths. This is a competitive grant that requires a 50% local match for state-funded small-scale construction and a 20% match for construction that is federally funded.

The VTrans Transportation Alternative Program (TAP) provides a maximum grant award of \$300,000 with a 20% match for construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation. This includes sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming, lighting, and other safety-related infrastructure.

Lastly, the Vermont Agency of Commerce and Community Development (ACCD) provides the Downtown Transportation Fund that provides up to \$200,000 for projects that improve multi-modal and resilient transportation in designated downtown areas.

Federal Grants

A potential funding source for implementing improvements is to apply for FHWA's Safe Streets for All (SS4A) Implementation Grants. If Battery Street is identified as part of the High-Injury Network in the planBTV Walk Bike Safety Action Plan, it would qualify for project-level design and development activities. By redesigning the High-Injury Network into a "Complete Street" that enhances safety, separates users, and manages speed, Battery Street would become eligible for these grants.

Additionally, FHWA's Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant program would be another recommended grant to pursue. The City of Burlington was successfully awarded \$22.3 million from the RAISE Grant to rebuild St. Paul and Pine Streets through the site of the former mall, and to revitalize eight existing City blocks on Cherry Street and Bank Street between the Church Street Marketplace and the Waterfront. Based on previous projects that have been awarded RAISE grants, Battery Street would be a strong candidate due to the significant local impact it would have.

It should be noted that both federal grants mentioned are currently only eligible until 2026 and it is uncertain if these grants will be available in the future.

Board of Finance and City Council Submission Checklist

Department: Department of Public Works Submitter: Julia Ursaki

Title/Subject: Battery Street Preferred Alternative

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

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/8/2025	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	4/9/2025	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	TEUC



NET ZERO ENERGY

BURLINGTON VERMONT



About Burlington Electric Department (BED)

Burlington's municipal electric utility

- Public power since 1905
- 123 employees, including the McNeil Generating Station; 86 are IBEW members
- Third-largest electric utility in Vermont

21,800+ customers

- 17,800 residential, 4,000 commercial and industrial
- 5,500-6,000 residential accounts turn over each year

Electricity facts:

- Summer peak: ~65 MW; annual energy use: ~330,000 MWH
- 100% of power from renewable generation as of 2014





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

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



Emery Nichols, Ms. Rochman Champlain Elementary





2025 Net Zero Energy Roadmap Update Highlights

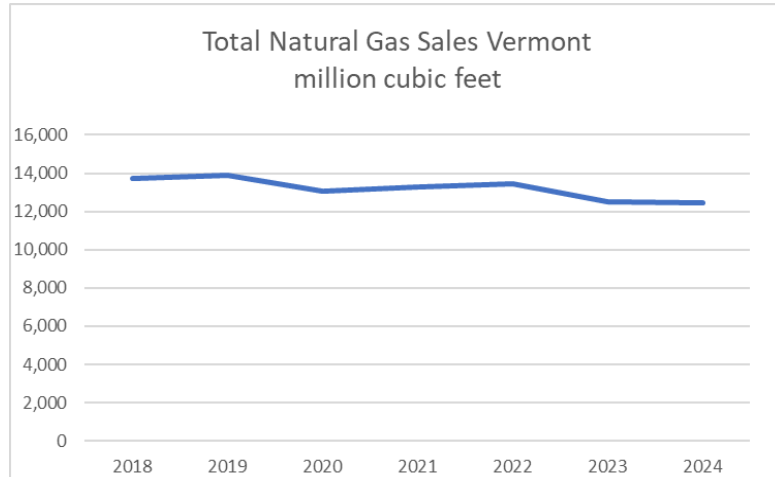
- Burlington's greenhouse gas emissions in ground transportation and thermal/buildings sector **down 19% in 2024** relative to 2018 baseline. Emissions in these sectors are **2.8% lower in 2024** than updated 2023 emissions numbers.
- Comparatively, Vermont gasoline/diesel sales were up in 2024, and the State projected no significant change in overall thermal/transportation emissions from 2023-2024. U.S. overall emissions change 2023-2024 also projected to be flat.
- Burlington seeing fewer vehicle registrations, and higher percentage of EV/PHEV vehicles in fleet with 5.7% of all light duty vehicles registered.
- Reductions driven by thermal/buildings sector, with **natural gas consumption in 2024 at its lowest levels** since Roadmap tracking started in 2018.



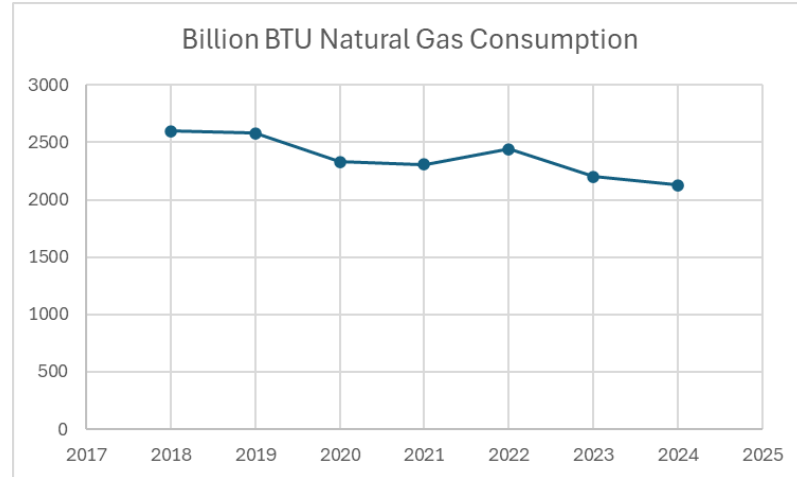


Burlington's progress on thermal sector/buildings is ahead of state pace

Vermont Natural Gas Sales
(not weather normalized)
9.4% reduction 2018-2024



Burlington Natural Gas Consumption (including RNG)
(not weather normalized)
18.1% reduction 2018-2024



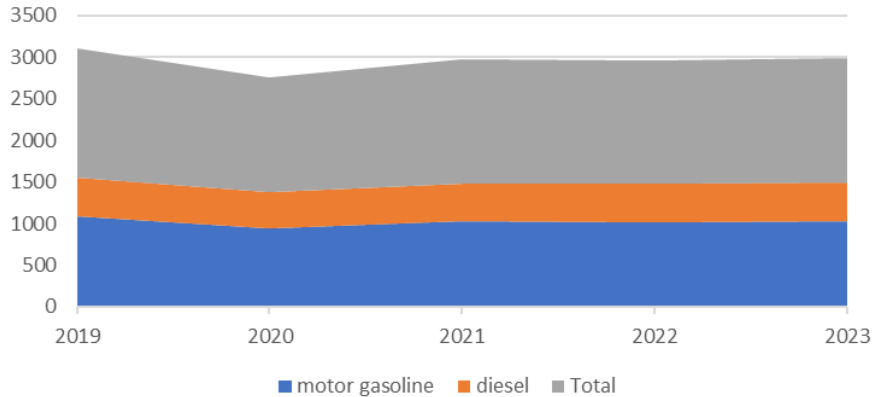


Burlington's progress on ground transportation is ahead of national pace

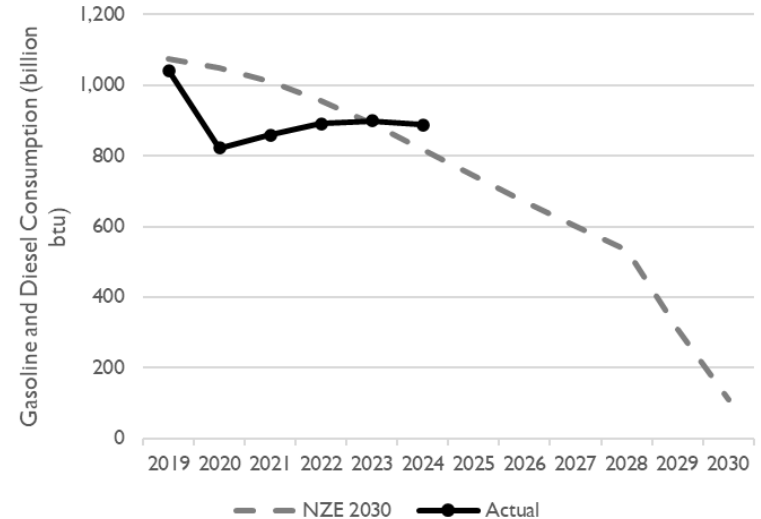
U.S. Motor Gasoline and Diesel CO₂ Emissions
4% reduction 2019-2023

Burlington Gasoline & Diesel Consumption
14.8% reduction 2019-2024

US Transportation CO₂ emissions by Fuel Source
million metric tons



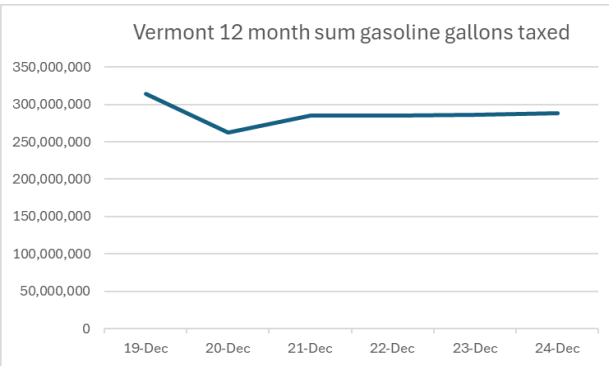
<https://www.eia.gov/environment/emissions/carbon/>



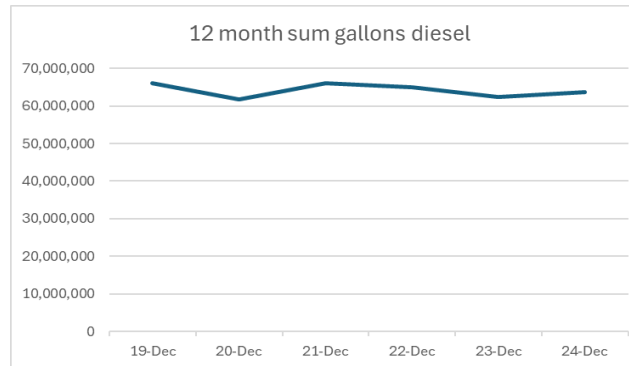


Burlington's progress on ground transportation is ahead of state pace

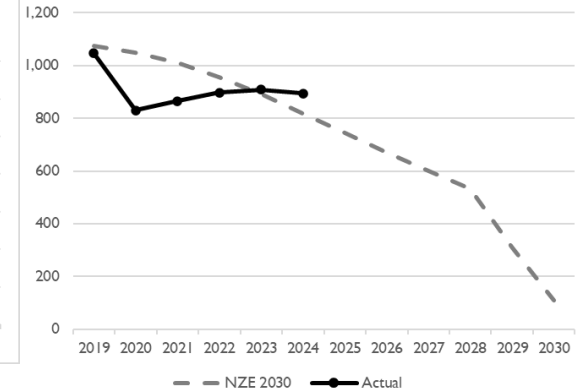
Vermont Gasoline Gallons Taxed
Estimated 8% reduction 2019-2024



Vermont Diesel Gallons Taxed
Estimated 4% reduction 2019-2024



Burlington Motor Gasoline and Diesel Consumption
14.8% reduction 2019-2024



<https://anr.vermont.gov/content/preliminary-emissions-data-2024-show-little-change-2023-levels> and
December 2024 Gasoline and Diesel gallons taxed JFO -
<https://ljfo.vermont.gov/search/filter/keywords/gallons+taxed>



2025 Net Zero Energy Roadmap Update

Challenges and Context –

- **Revision to 2023** – Synapse updates with most recent available data, and several updates (bus diesel, RNG, VMT) led to revision of initial 2023 numbers. Last year we reported emissions being down 18.2% in 2023, but current data indicates that 2023 represented a 17% reduction compared to 2018 levels.
- **Warmer Weather** - Heating Degree Day declines are a cause of at least a portion of thermal emissions reductions. EAN report attributed warmer weather as reason for approximately 50% of reduction in fossil heating fuel sales statewide - <https://eanvt.org/wp-content/uploads/2024/06/Thermal-fuels-research-paper-June-20-2024-1.pdf>. However, Burlington is seeing significantly larger natural gas reductions than the statewide percentage. A colder winter season would likely cause some rebound in thermal sector emissions. Important to continue to deploy heat pumps to reduce risk of rebound and reduce use of fossil fuels for heating.
- **Vehicle Miles Traveled** - While vehicle registrations are down in 2024, vehicle miles traveled have rebounded since pandemic (note: 2024 VMT based on statewide numbers; 2023 and prior are Chittenden County).
- **Impacts of Carbon Fee Ordinance** - Impact of carbon fee ordinance only began in 2024; will support continued reductions and help avoid increases in emissions from new construction going forward.
- **Rental Weatherization** - Additional progress needed on rental weatherization.
- **Federal** - Uncertainty on federal EV charging grant.



Initiatives to-date that have supported progress –

- Carbon Fee/Rental Weatherization
- BED heat pump, EV, efficiency, and dozens of electrification incentives, with enhanced incentives for income-qualified customers
- State/federal/VGS incentives
- EV charging infrastructure – public charging, multi-family buildings, CarShare, home charging
- NZE revenue bond - \$20 million investment
- Electrifying City fleet and GMT buses (10% of GMT fleet)
- BED Energy Assistance Program
- VMT reductions remote work; land use planning



For more info see new law journal article - One City's Journey to Net Zero Energy: A Burlington, VT Five-Year Retrospective :

https://drive.google.com/file/d/14CFjWmK9k_TmO-mZm5rF43DoM_5YUf7b/view



BED Electrification/Efficiency Rebates To-Date (various program launch dates between 2017 and 2022)

Heat Pumps	2,960
EV/PHEVs	1,038
EV chargers	
▪ Home chargers	301
▪ Workplace chargers	35
▪ Multi-family building chargers	31
E-Bikes	786
E-Buses	7
E-Mowers	801
E-Trimmers	114
E- Leaf Blowers	108
Induction cook stoves	97
E-Chainsaws	26
E snow blowers	35

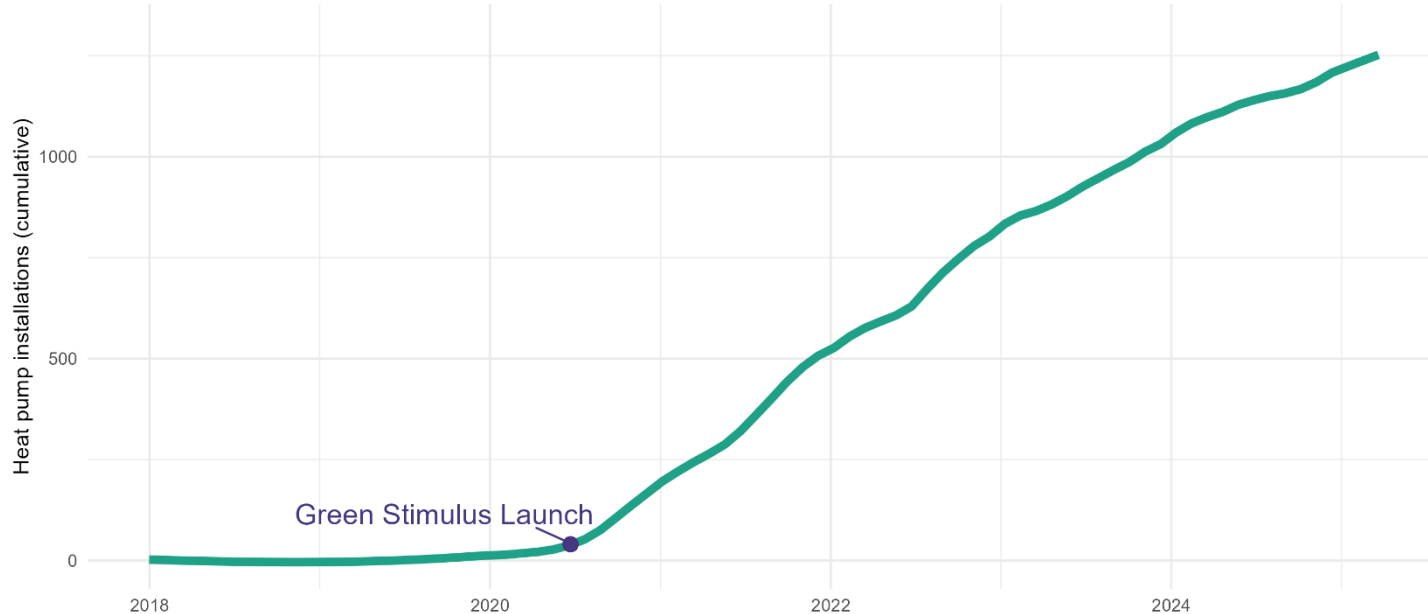




Over 2,900 heat pumps installed in Burlington to-date

Tier 3 incentives increased 30x since launch of Green Stimulus in June 2020

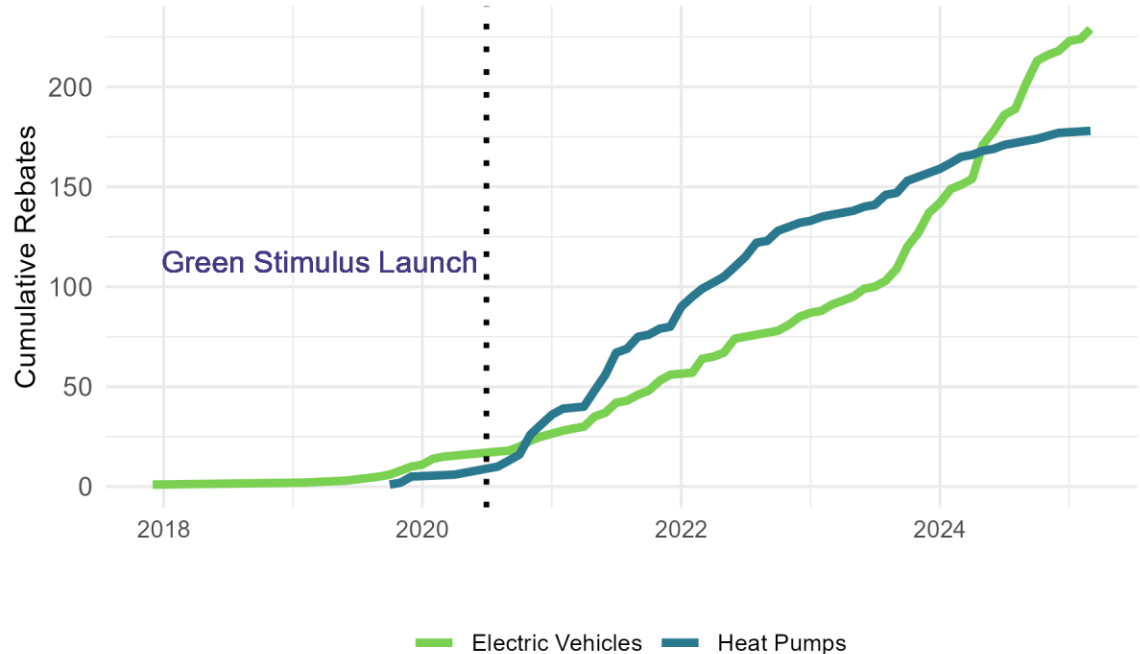
Tier 3 Residential Heat Pump Installations





23% of BED's EV/PHEV rebates and **13%** of heat pump rebates have been enhanced rebates available to income-qualified customers, as of early 2025

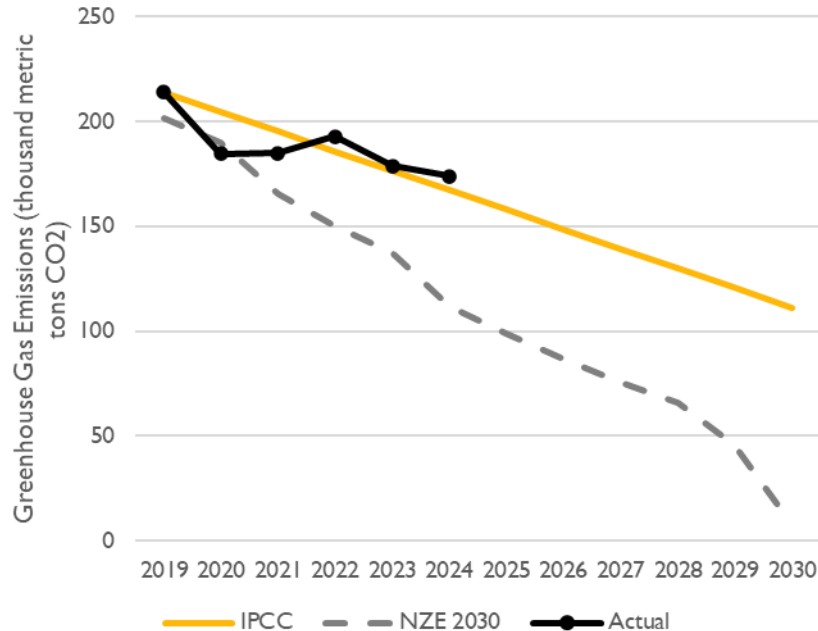
Improved Accessibility to Tier 3 Programs





Burlington NZE data compared to IPCC targets

19% reduction in ground transportation/thermal GHG emissions since 2019





Net Zero Energy Next Steps

- New BED programs launched in January, including improved e-bike incentives, and improved enhanced incentives for income-qualified customers for e-mowers and pre-owned EVs
- Continue to expand affordability work including upcoming expansion of Energy Assistance Program
- Heat pump bill credit pilot program supported by U.S. DOE GRIP grant
- Continued investment in public EV charging through revenue bond (3 fast chargers now deployed). Fight for EV charging grant award.
- Inflation Reduction Act incentives/rebates; awaiting income-qualified rebates from State
- Expanded EV residential rate hours
- Mayor's Climate Advisors
- Tracking progress on Carbon Fee Ordinance
- Benchmarking and building efficiency

