



City Council

Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Please click the link below to join the webinar:

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****CCTV link: https://www.youtube.com/playlist?list=PLIjLFn4BZd2PwCge7lNoKug676jIf_iUA ****

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

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

1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 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 as follows: add to the consent agenda item 7.14. Communication: Michael Monte, Chief Executive Officer, Champlain Housing Trust, re: Conversion of Rentals to Homeownership (per Councilor Bergman); add to the consent agenda item 7.15. Communication: Andy Simon and Liz Blum, Members, Jewish Voice for Peace VT/NH, re: communication on the consent agenda; add to the consent agenda item 7.16. Communication: Kelly Devine, Executive Director, BBA, re: proposed closure of the Main Street and South Winooski Avenue intersection; add to the consent agenda item 7.17. Communication: Erhard Mahnke, re: proposed changes to the City's Condominium Conversion Ordinance; add to the consent agenda item 7.18. Communication: Solveig Overby, Ward 2 resident, re: Agenda Item 1: Roundabout for Colchester/Barrett/Riverside intersection - safest, most functional, least expensive; note proposed amendments to Deliberative Agenda item 8.7. Ordinance: Chapter 18 Housing

Article V. Regulation of Conversion Of Rental Housing To Condominiums Or Cooperatives (Ordinance Committee)(per Councilor Bergman); note proposed amendment to 8.7. (per Councilor Grant); add to the Deliberative Agenda item 8.11. Resolution: March 4, 2025 Annual City Meeting -- Charter Change Re: Ban On Firearms In Any Establishment With A Liquor License (Councilor Bergman)

2. Public Forum: Time Certain: 6:05 pm **See above for signup instructions**

Subject	2.1. Verbal Comments
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Public Forum: Time Certain: 6:05 pm **See above for signup instructions**
Department	Council and Board
Type	Action Procedural

3. Work Session Regarding Burlington - Winooski Bridge Project and Colchester/Barrett/Riverside Base Technical Concept - DPW (45 mins.)

Subject	3.1. Work Session Regarding Burlington - Winooski Bridge Project and Colchester/Barrett/Riverside Base Technical Concept - DPW (45 mins.)
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Work Session Regarding Burlington - Winooski Bridge Project and Colchester/Barrett/Riverside Base Technical Concept - DPW (45 mins.)
Department	Public Works Department
Type	Information Discussion Presentation

4. Work Session Re: Great Streets Main Street: Project Updates and Mitigation (15 mins.)

Subject	4.1. Work Session Re: Great Streets Main Street: Project Updates and Mitigation (15 mins.)
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Work Session Re: Great Streets Main Street: Project Updates and Mitigation (15 mins.)
Department	Public Works Department
Type	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	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 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 City Councilor))

Subject	6.1. Verbal reports
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 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 City Councilor))
Department	Council and Board
Type	Information

7. Consent Agenda

Subject	7.1. Motion to adopt the consent agenda (as amended) and take the actions indicated
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 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 (as amended) and take the actions indicated
Subject	7.2. Accountability List - C/T
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 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. Underground Utility Review Committee, re: Findings
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	7. Consent Agenda
Department	Public Works Department
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	7.4. Position Updates - BED/HR
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Burlington Electric Department
Type	Action (Consent)
Recommended Action	City Council: to approve the following: • Update the minimum of the pay range for the Director of Generation Operations, a Regular, Full-time, Exempt, Non-Union, Grade M30 position, from (\$122,335.62-\$189,728.45) to (\$138,501.77-\$189,728.45). • Update the minimum of the pay range for the Director of Generation Engineering & Maintenance, a Regular, Full-time, Exempt, Non-Union, Grade M30 position, from (\$122,335.62-\$189,728.45) to (\$138,501.77-\$189,728.45). • Convert the existing Supervisor of Plant Maintenance, a Regular, Full-time, Exempt, Non-Union, Grade NS7 (\$73,082.26 -\$119,805.30) position, to a Working Crew Leader Generation Maintenance position, a Regular, Full-time, Non-Exempt, Union, Grade F22 (\$68,681.97-\$112,593.55) position. The Working Crew Leader Generation Maintenance position will report to the Director of Generation Engineering & Maintenance. • Update the tiering levels, titles, classifications, and job descriptions for the Electrician Production , a Regular, Full-time, Non-Exempt, Union position, to: Electrician Lead Worker Generation, Grade F20 (\$64,916.80-\$106,421.12); Electrician I – Generation, Grade 13 (\$61,280.34-\$100,459.4240); Electrician II – Generation, Grade 11 (\$55,282.66-\$90,627.26); and Electrician III – Generation, Grade 9 (\$52,440.54-\$85,499.23). • Update the tiering levels, titles, classifications, and job descriptions for the Engineering Production Technician, a Regular, Full-time, Non-Exempt, Union position, to: Generation Technician I, Grade F20 (\$64,916.80-\$106,421.12); Generation Technician II, Grade 13 (\$61,280.34-\$100,459.42); and Generation Technician III, Grade 10 (\$53,423.34-\$87,579.23). • Update the tiering levels, titles, classifications, and job descriptions for the Power Production Technician, a Regular, Full-time, Non-Exempt, Union position, to: Hydro Generation Technician I, Grade F20 (\$64,916.80-\$106,421.12); Hydro Generation Technician II, Grade 13 (\$61,280.34-\$100,459.42); and Hydro Generation Technician III, Grade 10 (\$53,423.34-\$87,579.23). • Update the tiering levels, titles, classifications, and job descriptions for the Mechanic 1st Class, a Regular, Full-time, Non-Exempt, Union position, to: Mechanic I, Grade 12 (\$58,719.65-\$96,261.78); Mechanic II, Grade 11 (\$55,282.66-\$90,627.26); and Mechanic III, Grade 9 (\$52,440.54-\$85,499.23). • Create tiered job descriptions for the Generation Generalist, a Regular, Full-time, Non-Exempt, Union position, to allow employees to progress from Generation Generalist II, Grade 5 (\$46,196.59-\$75,732.18) to Generation Generalist I, Grade 7 (\$48,546.58-\$79,584.54). • Convert the existing Sr. Innovation Project Specialist/Customer Care Representative, a Regular, Full-Time, Non-Exempt, Union, Grade 9 or 11

(depending on tiered level) position, to a Resource Planner position, a Regular, Full-time, Non-Exempt or Exempt (depending on tiered level), Union, Grade 8, A4, or A6 (depending on tiered level) position reporting to the Director of Policy & Planning.

Subject	7.5. FY2024 Byrne JAG Grant Application Notification - CJC
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Community Justice Center
Type	Action (Consent) Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	7.6. City Hall Boiler Replacement - BPRW
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 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 execution of a contract with Vermont Mechanical Inc., for a price not to exceed \$105,998, to provide services related to boiler replacement in City Hall, plus a project contingency of \$5,300.00 (for a total authorized project expenditure including contingency not to exceed \$111,298), and to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract, any related documents needed to carry out the project, and any contract amendments necessary to utilize the project contingency, subject to review by the City Attorney's Office
Subject	7.7. Authorization to Accept Grant Funds for Oakledge Universally Accessible Playground Project - BPRW
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	Updated Motion Language: To retroactively approve and authorize the acceptance of grant funds in the amount of \$724,979 from the State of Vermont Land and Water Conservation Fund for the Oakledge Universally Accessible Playground Project and authorize the Director of Parks, Recreation and Waterfront to execute the grant agreement and all documents necessary to accept the funding , and to take such further actions and execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby, subject to the final review and approval of the City Attorney's

Office.

Original Motion Language:

to retroactively approve and authorize the acceptance of grant funds in the amount of \$724,979 from the State of Vermont Land and Water Conservation Fund for the Oakledge Universally Accessible Playground Project and authorize the Director of Parks, Recreation and Waterfront to execute the grant agreement and all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office

Subject	7.8. Declaration of Elected Candidates Special City Election November 5th, 2024 - C/T
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 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	7.9. Declaration of Election Results Question on the Ballot Special City Election - November 5th, 2024 - C/T
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 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	7.10. Communication: Kevin Garrison, Police Commission Member, re: Stepping down
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 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 in Seven Days and send a letter of appreciation thanking Kevin Garrison for his time served as a Member of the Police Commission

Subject	7.11. Burlington's Construction and Weatherization workforce Training Program under Rebuilding American Infrastructure with sustainability and Equity (RAISE) 2023 - Business and Workforce Development
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 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 authorize the Director of Business & Workforce Development to execute a three-year contract and any other related documents necessary to carry out the agreement with ReSOURCE in an amount up to \$995,704.00 for the workforce development training of Burlington's Construction and Weatherization Training Program, subject to the review and approval of the City Attorney
Subject	7.12. FIO Document
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 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	for information only
Subject	7.13. Resolution: Authorization To Accept U.S.Department Of Housing And Urban Development Lead Hazard Control And Healthy Homes Grant (Board of Finance)
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Consent Agenda
Department	Council and Board
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	7.14. Communication: Michael Monte, Chief Executive Officer, Champlain Housing Trust, re: Conversion of Rentals to Homeownership
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 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 and place the communication on file
Subject	7.15. Communication: Andy Simon and Liz Blum, Members, Jewish Voice for Peace VT/NH, re: communication on the consent agenda
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 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	7.16. Communication: Kelly Devine, Executive Director, BBA, re: proposed closure of the Main Street and South Winooski Avenue intersection
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 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 and place the communication on file
Subject	7.17. Communication: Erhard Mahnke, re: proposed changes to the City's Condominium Conversion Ordinance
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 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	7.18. Communication: Solveig Overby, Ward 2 resident, re: Agenda Item 1: Roundabout for Colchester/Barrett/Riverside intersection - safest, most functional, least expensive
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 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 and place the communication on file

8. Deliberative Agenda

Subject	8.1. Tobacco License Application and Tobacco Substitutement Endorsement License Application (2024-2025): CSC Quick Stop, 1563 North Avenue
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the 2024-2025 Tobacco License Application and Tobacco Substitute Endorsement Application for CSC Quick Stop, 1563 North Avenue
Subject	8.2. Planning Director Appointment - Mayor
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Mayor's Office
Type	Action
Recommended Action	move to confirm the appointment of Charles Dillard to the position of Director of the Office of City Planning
Subject	8.3. BTV Presentation on Noise Compatibility Program Updates (25 mins.)
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Airport
Type	Information
Subject	8.4. Mayor and BTV Update on Resolution Re F35 Congressional Delegation Request (25 mins.)
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda

Department	Mayor's Office
Type	Information
Subject	8.5. City's Top 5 Legislative Priorities (25 mins.)
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Mayor's Office
Type	Action
Recommended Action	
Subject	8.6. Resolution: March 4, 2025 Annual City Meeting -- Proposed Charter Change Regarding Redistricting By City Council (Councilor Bergman)(10 mins.)
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Council and Board
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	8.7. Ordinance: Ch. 18 Housing Article V. Regulation of Conversion of Rental Housing to Condominiums or Cooperatives (Ordinance Committee)(20 mins.)
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Council and Board
Type	Action Ordinance - Second Reading
Recommended Action	second reading, waive the reading and adopt the ordinance as amended by the Ordinance Committee
Subject	8.8. Ordinance: ZA-24-03 Emergency Shelters (Ordinance Committee)(20 mins)
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda

Department	Council and Board
Type	Action
Recommended Action	waive the reading and set for public hearing.
Subject	8.9. Ordinance: CH. 21 Offenses and Misc. Provisions Article I, In General, Sec. 21-45 - 21-49 Trespass (Ordinance Committee)(20 mins.)
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Council and Board
Type	Ordinance - Second Reading Action
Recommended Action	second reading, waive the reading and adopt the ordinance as amended by the Ordinance Committee and adopt the associated resolution regarding private trespass policy
Subject	8.10. Memorandum: Authorizing Expanded Downtown Security Services (20 mins.)
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Council and Board
Type	Action
Recommended Action	Amended Motion Language: To approve and authorize the Chief Administrative Officer to make a FY25 budget adjustment that transfers up to \$60,000 to the CSM from the BPD FY25 budget, and to authorize the Director of Business & Workforce Development to enter into a contract between the CSM and BPOA for security services to be provided under the terms and conditions set forth in this memorandum. Original Motion Language: to approve and authorize the Chief Administrative Officer to make a FY25 budget adjustment that transfers \$60,000 to the CSM from the BPD FY25 budget for police salaries, and to authorize the Director of Business & Workforce Development to enter into a contract between the CSM and BPOA for security services to be provided under the terms and conditions set forth in this memorandum
Subject	8.11. Resolution: March 4, 2025 Annual City Meeting - Charter Change Re: Ban On Firearms In Any Establishment With A Liquor License (Councilor Bergman)(10 mins.)
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Council and Board

Type	Action Resolution
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Recommended Action	waive the reading, suspend the rules to not refer to Charter Change Committee, adopt the resolution
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9. Committee Reports

Subject	9.1. Verbal reports
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	9. Committee Reports
Department	Council and Board
Type	Information

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

Subject	10.1. Verbal reports
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	10. City Council President - Council Updates (up to 5 mins.)
Department	Council and Board
Type	Information

11. Adjournment

Subject	11.1. Motion to adjourn
Meeting	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 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, Licensing, Voting and Records Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or
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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	November 18, 2024 - Regular City Council Meeting - Monday, November 18, 2024, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	12. Informational and Non-Discrimination Statements
Department	Council and Board
Type	Information



Memo

Date: November 18, 2024

To: City Council

From: Madeline Suender, Associate Public Works Engineer
Laura Wheelock P.E., Division Director of Tech Services/City Engineer

CC: Chapin Spencer, Director Public Works

Subject: Burlington - Winooski Bridge Project and Colchester/Barrett/Riverside Base
Technical Concept

Request:

The Department of Public Works (DPW) will be seeking 12/16/24 City Council approval of the Burlington - Winooski Bridge and Colchester/Barrett/Riverside Intersection (COBRI) Base Technical Concept (BTC). In doing this, the City Council would reaffirm prior approval (5/15/23) of the COBRI Intersection alignment. This approval is not a change, but a third and final reaffirmation of the City's project preferred alternative from the Scoping Study completed by the Chittenden County Regional Planning Commission (CCRPC) and Stantec for the Intersection. This action is necessary to provide DPW Director Spencer authorization to send the City's final approval letter – a draft of which is Attachment 3 in this packet.

What you need to know:

- DPW will be seeking approval of the Base Technical Concept of both the Bridge & Intersection from Council on 12/16/24.
- This approval would reaffirm past Council decisions which supported a signalized intersection. Recent Council actions which affirmed this decision came in April 2024 and May 2023.
- Tonight, we are asking you for additional input on the Base Technical Concept.
- The Bridge is funded via 80% federal, 10% state, 5% Burlington, 5% Winooski funds. The Intersection is funded 100% by federal funds.
- While separate projects, advancing them together saves time and money and will be less disruptive than separately staged projects.
- This project is cross-municipal and managed by the state with various federal and state requirements. Projects of this magnitude and with this many government partners are complex. This project has proceeded at each stage with feedback from municipal leaders,

stakeholders and past Council direction. There are real consequences of significant delay or loss of funding if we deviate from prior direction and do not stay on a tight timeline.

- A roundabout was evaluated and ruled out. The geometry does not work, and the smallest feasible roundabout would impact a property that contributes to the historic character of the surrounding area. Impacts to this property would disqualify us from our funding. See Attachment 4 for more info.

Background:

The Burlington-Winooski Bridge is nearing the end of its service life and functionally deficient for bikes and pedestrians. As such, the State is progressing this replacement timeframe to allow thoughtful design to be incorporated into construction. The COBRI intersection was separately determined to be in need of replacement and upgrades.

The Bridge is being funded through a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant, and State of Vermont Infrastructure budget with the following funding split: 80% Federal, 10% State, 5% City of Burlington, 5% City of Winooski. The Intersection was selected through the Vermont Project Selection and Prioritization (VPSP2) and is 100% Federal funding. The financial commitment from the City to the Project team was made at the 4/15/24 City Council with the approval of the Finance and Maintenance Agreements. The City's local match is estimated to be \$3,855,000 with an additional \$1,000,000 for non-participating costs of soil disposal. The cost estimate for the bridge is currently \$77,100,000 and the current estimate for the intersection is roughly \$9,000,000; a detailed break out of the bridge estimate can be found in Attachment 1.

Though the Bridge and Intersection are separate projects with unique funding sources and criteria, they are both being progressed together as the design of the bridge directly impacts the design of the intersection. Doing the projects together also allows for efficiency with contracting, traffic control, and design. This coordinated approach will therefore reduce the overall construction-related impacts for the general public.

VTrans is managing both of these projects with input from the Cities of Burlington and Winooski as well as the Chittenden Regional Planning Commission (CCRPC). VTrans has contracted HNTB for the design and outreach on the project. More info on the projects can be found here: <https://www.burlingtonwinooskibridge.vtransprojects.vermont.gov/>

Bid Process – Design-Build:

The Bridge and Intersection projects will be bid through a design-build contract. VTrans defines design-build as a project delivery method that combines two, usually separate services into a single contract. With design-build procurements, owners execute a single, fixed-fee contract for both engineering services and construction. The design-build entity - also known as a constructor - may be a single firm, a consortium, joint venture or other organization assembled for a particular project.

HNTB, will work to get to 30% plans that will then be put out for procurement in 2025 through this process. In doing this, HNTB will choose one bridge/intersection alignment and formalize the design documents. They will also need to add criteria to the procurement that must be met and incorporated into the design of the constructor. This is known as the Base Technical Concept (BTC). This process will allow constructors to creatively and efficiently propose design/construction methods that best suit them.

HNTB has worked through various design alternatives for both the bridge and the intersection that are likely to arise from the design-build process. The curved alignment, which is what is proposed as the BTC by the project team, is one likely outcome that the entire project team is supportive of. Plans can be found in Attachment 2. This is being recommended as the BTC for the reasons outlined in the BTC Design Considerations section below. This allowed the project team to start the permitting, design, and right-of-way processes for the more impactful scenario. If an on alignment bridge is proposed, it will fall into the approvals already received for the off-alignment option.

The BTC approval is comparable to approving a conceptual design under a typical bid process. The notable difference with design-build procurement is the constructor may propose a different layout so as we ask for BTC concept approval we do so with providing conditions or provisions that should be included as information/guidance to a bidding team to incorporate into any proposal. These conditions come from the design team, HNTB, as well as the state and municipal partners with consideration for comments received during our public outreach and permit process.

BTC Design Considerations:

DPW is looking for City Council to inform and ultimately approve the BTC for the Burlington-Winooski Bridge Project. To help inform this BTC approval, staff has put together the following pros/cons list for consideration.

- BTC Pros:
 - Cost reduction for structure and surrounding improvements
 - Maintenance of traffic throughout project
 - Further away from dam to allow for balanced widening and buffer space
 - Possible future under bridge path opportunities
- BTC Cons:
 - Significant aesthetic change
 - The curved bridge is visually interesting it is a different experience than what exists currently which could be perceived as a con

While the intersection type (i.e. signalized) was already approved by CC, the bridge alignment will impact the intersection geometry. The following list is compiled for the intersection geometry that would result from the curved bridge BTC:

BTC Curved Bridge Intersection:

- Greenspace on both sides with better gateway and landscaping opportunities
- Roadway is further away from east side properties which provides activation space and separation
- Shorter pedestrian crossings (compared to on-alignment geometry) ranging from 2' to 22' shorter.
- Better for predominant vehicle movement US Route 7 - Riverside.
- Traffic calming with visual changes. Reduce the current ~0.5 mile site line
- Construction will not require full vehicular closure.

On-Alignment Bridge Intersection

- Intersection crossings are longer than BTC
 - Colchester is 10' wider
 - Riverside is 20' wider
- Barrett crosswalk same
- Largest crosswalk would be 80' in on alignment (similar to Shelburne and Farrell St)
- Intersection geometry similar to existing and creates traditional 4 way geometry.
- Concept similar to the scoping study.
- Construction will require full closure to vehicular traffic.

DPW is recommending selection of the curved bridge alignment option for the replacement of Burlington-Winooski Bridge as the Base Technical Concept, and corresponding intersection geometry. The Agreements we have executed with the Vermont Agency of Transportation require the City of Burlington formally acknowledge the BTC with a Letter of Agreement for the Burlington-Winooski Bridge Project as well as the Colchester/Barrett/Riverside Intersection Reconfiguration (Attachment 3).

As noted under the Bid Process, procurement of the contractor and the final design will include conditions for which will need to be considered in their proposal/bid. Some of these prescriptive requirements include the bridge cross section which from downstream to upstream is a 15' shared-use path, 2' shoulder, four 11' travel lanes, 2' shoulder, and a 12' shared-use path.

Staff propose the following draft conditions to be included in the BTC Letter Agreement.

(DRAFT) Bridge Conditions:

- Maintains traffic in a capacity that will not result in a failure of the transportation grid within the surrounding area
- Construction does not increase emergency vehicle response by more than 5 minutes.

(DRAFT) Intersection Conditions:

- Incorporates the shortest crosswalks possible
- Includes a robust gateway design
- Provides adequate space for large tree species within green belt/amenity zones
- Provides seamless and safe bike access between roadway and shared use facilities

Through City Council and public engagement, additional comments and conditions will be added to those above to be included in the BTC Letter Agreements.

Timeline:

The project is currently still in the Conceptual Design phase and entering the Permitting phase. Solicitation of Constructors will begin this time next year. Construction will occur fall of 2027 and is anticipated to last for two years.

Previous Public Meetings:

- ***TEUC 5/3/23 – Letter of Support – Signalized Intersection**
- ***CC 5/15/23 – Letter of Support – Signalized Intersection**
- Public Meeting 9/19/23 – Project overview
- ***Winooski CC 10/6/23 – Finance and Maintenance Agreement**
- TEUC 12/19/23 – Project overview

- Burlington Walk Bike Council 1/3/24 – Project overview
- Design Advisory Board 1/9/24 – Project overview
- CC 1/16/24 – Project overview
- Public Meeting 1/23/24 – Project overview
- ***CC 4/15/24 – Finance and Maintenance Agreement**
- TEUC 4/23/24 – Written communication with CC follow up Q/A.
- ***Winooski CC 10/21/24 – Base Technical Concept Approval**
- TEUC 10/29/24 – Informational, BTC overview
 - o Follow-up Councilor Q/A posted here:
<https://burlingtonvt.portal.civicclerk.com/event/7658/files/agenda/12272>

Upcoming Public Meetings:

- CC 11/18/24 – Informational, BTC overview
- DPW Commission 11/20/24 – Project overview
- BWBC 12/4/24 – Project overview
- Public Meeting 12/11/24 – Open House, project overview
- ***CC 12/18/24 – Approval of BTC**

*** Indicates action/approval.**

Attachments:

1. BTC Estimate
2. BTC Plans
3. BTC Approval Letter
 - Burlington – Winooski Bridge BF RAIZ(2)
 - Colchester/Barrett/Riverside Intersection STP5000(29)
4. Project FAQ Sheet

BURLINGTON-WINOOSKI BF RAIZ(2) Draft Base Technical Concept - Engineer's Estimate Last Revised: October 17, 2024	
DESCRIPTION	Estimated Cost
Roadway Cost Estimate Subtotal	\$1,100,000
Burlington Path Cost Estimate Subtotal	\$1,275,000
Structures Cost Estimate Subtotal	\$33,210,000
Traffic Control and Off-Site Improvements	\$5,658,500
Mobilization	\$3,663,500
Misc. Items, Contingency, Escalation	\$12,721,898
Utility Relocation	\$500,000
ROW	\$2,500,000
Preliminary Engineering	\$6,000,000
Designer-Builder Design Fee	\$4,616,000
Construction Engineering	\$5,770,000
Estimated Total \$ 77,100,000	

REVIEWER NOTES:

1. THIS COMBINED PROJECT (BURLINGTON-WINOOSKI BF RAIZ(2) AND BURLINGTON STP 5000(29)) WILL USE A DESIGN-BUILD CONTRACTING APPROACH.
2. THIS PLAN SUBMISSION IS INTENDED TO SUPPORT THE BASE TECHNICAL CONCEPT (BTC) MUNICIPAL COORDINATION AND APPROVAL PROCESS. THESE PLANS DO NOT REFLECT A FINAL DESIGN, WHICH WILL BE COMPLETED BY OTHERS UPON CONTRACT AWARD IN COMPLIANCE WITH THE REQUIREMENTS OF THE DESIGN BUILD CONTRACT DOCUMENT.
3. PAVEMENT STRUCTURE SHOWN ON TYPICAL SECTIONS IS ASSUMED BASED ON SIMILAR ROADWAYS, AND SUBJECT TO CHANGE PRIOR TO RFP RELEASE.
4. RESTORATION DETAILS OF IMPACTED AREAS ARE NOT SHOWN ON THESE PLANS.
5. FINAL DETERMINATION ON INCLUSION OF THE UNDER-BRIDGE PATH SHOWN ON THE BURLINGTON SIDE WILL BE MADE AT A LATER DATE.
6. THE LAYOUT FOR THE PROPOSED PATH CONNECTING THE MAIN STREET SIDEWALK TO THE UNDER-BRIDGE PATH IN WINOOSKI IS CONCEPTUAL. THE FINAL LOCATION AND TYPICAL SECTION WILL BE DETERMINED AT A LATER DATE.

STATE OF VERMONT
AGENCY OF TRANSPORTATION



PROPOSED IMPROVEMENT
CITIES OF BURLINGTON AND WINOOSKI
COUNTY OF CHITTENDEN
COLCHESTER AVE & RIVERSIDE AVE
(US ROUTE 2 & 7) - PRINCIPAL ARTERIAL

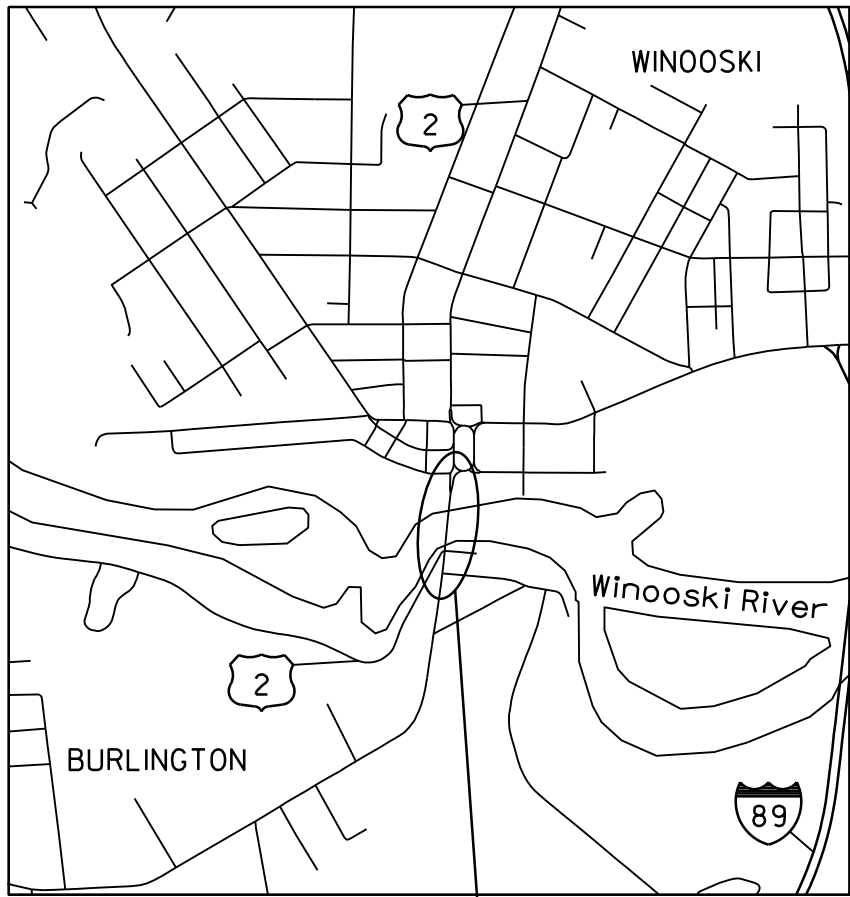
- PROJECT LOCATION:

LOCATED IN THE COUNTY OF CHITTENDEN, IN THE CITIES OF BURLINGTON AND WINOOSKI, ON COLCHESTER AVE AND RIVERSIDE AVE (US ROUTES 2 AND 7). THE INTERSECTION AND THE BRIDGE ARE LOCATED APPROXIMATELY 1.2 MILES SOUTH OF THE JUNCTION WITH INTERSTATE 89, EXIT 16.
- PROJECT DESCRIPTION:

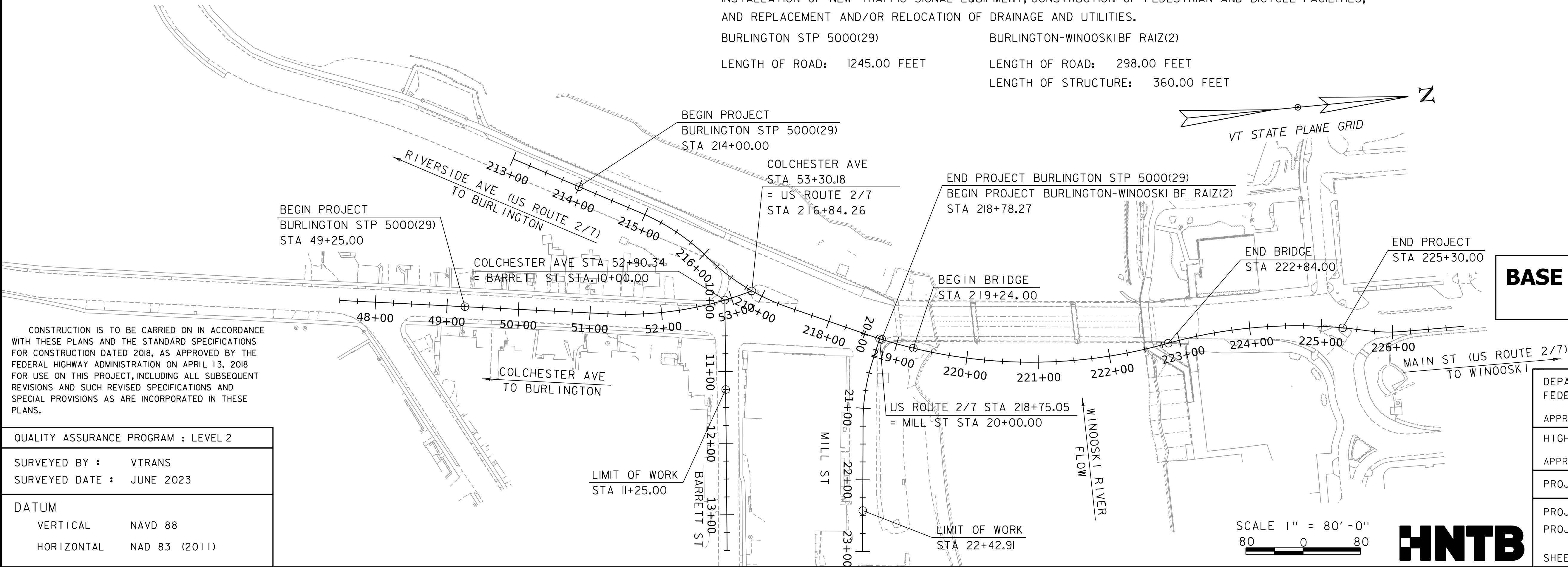
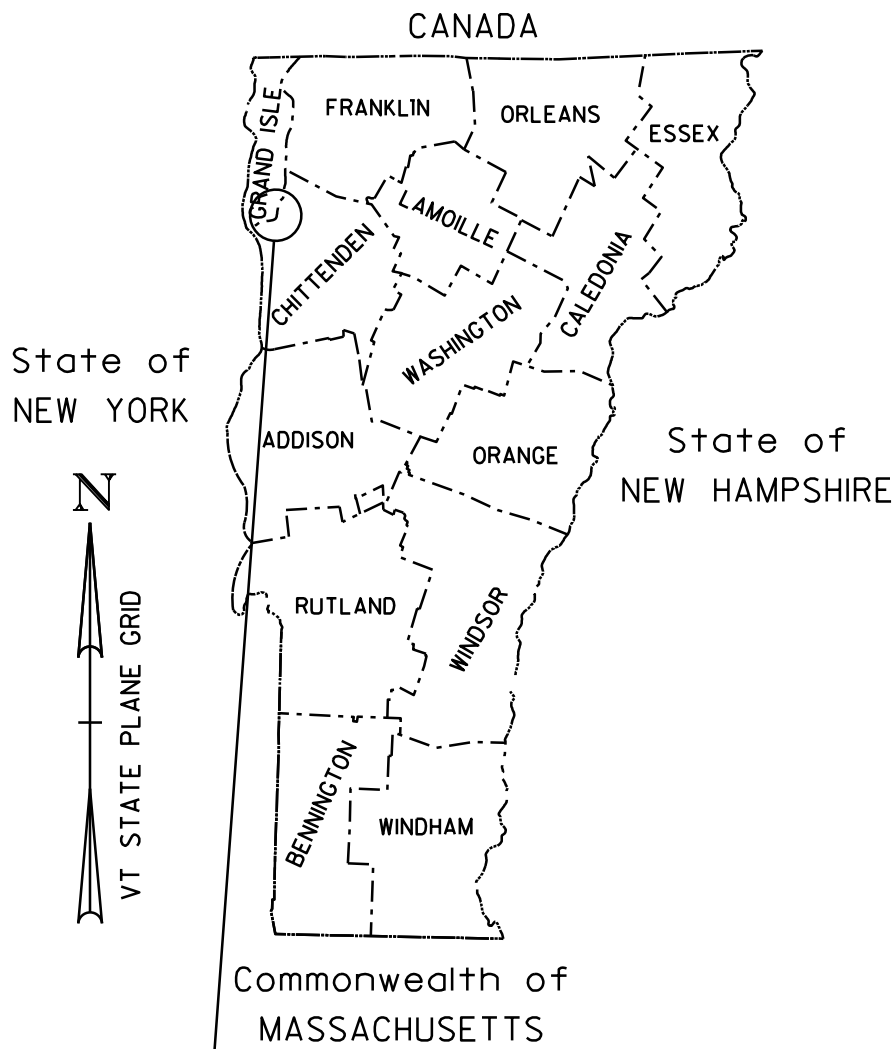
FULL REPLACEMENT OF THE EXISTING BRIDGE WITH ASSOCIATED ROADWAY AND CHANNEL WORK, RECONSTRUCTION OF THE INTERSECTION INCLUDING REALIGNMENT OF THE RIVERSIDE AVE APPROACH, INSTALLATION OF NEW TRAFFIC SIGNAL EQUIPMENT, CONSTRUCTION OF PEDESTRIAN AND BICYCLE FACILITIES, AND REPLACEMENT AND/OR RELOCATION OF DRAINAGE AND UTILITIES.
- BURLINGTON STP 5000(29)

BURLINGTON-WINOOSKI BF RAIZ(2)
- LENGTH OF ROAD: 1245.00 FEET

LENGTH OF ROAD: 298.00 FEET
LENGTH OF STRUCTURE: 360.00 FEET



BURLINGTON-WINOOSKI BF RAIZ(2) &
BURLINGTON STP 5000(29)



CONSTRUCTION IS TO BE CARRIED ON IN ACCORDANCE WITH THESE PLANS AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION DATED 2018, AS APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION ON APRIL 13, 2018 FOR USE ON THIS PROJECT, INCLUDING ALL SUBSEQUENT REVISIONS AND SUCH REVISED SPECIFICATIONS AND SPECIAL PROVISIONS AS ARE INCORPORATED IN THESE PLANS.

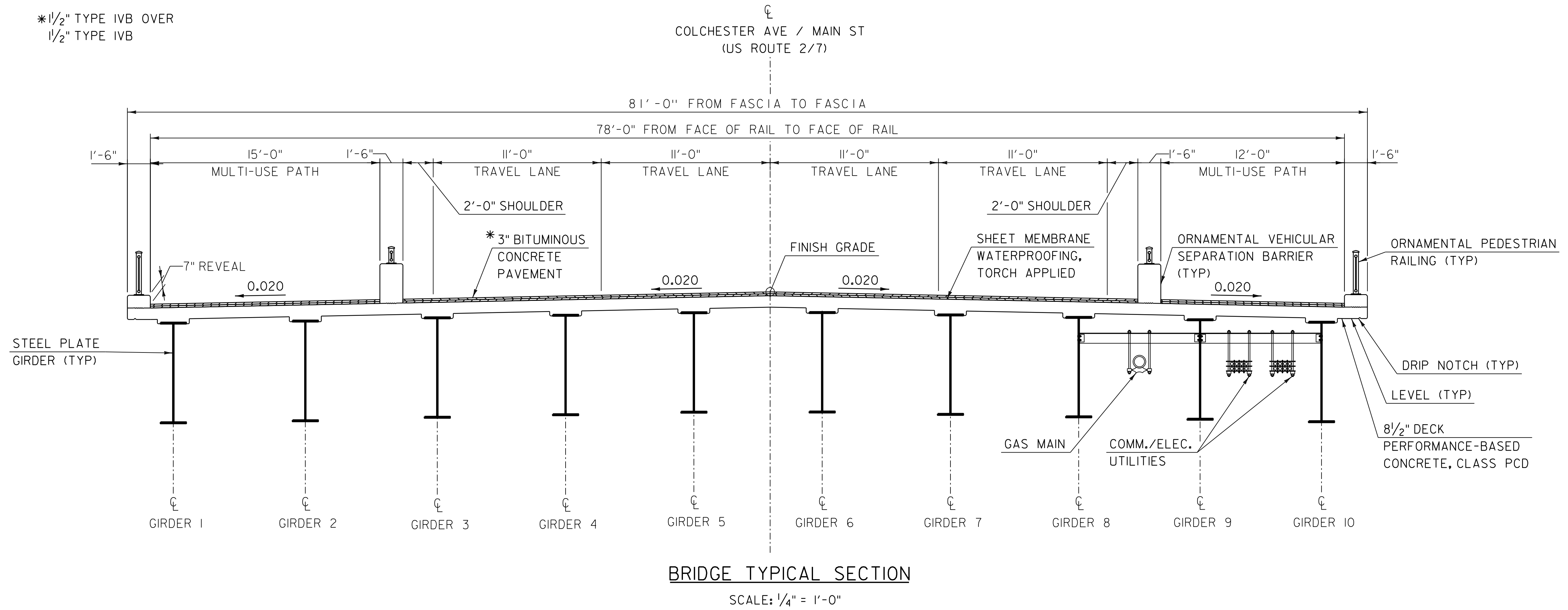
QUALITY ASSURANCE PROGRAM : LEVEL 2	
SURVEYED BY :	VTRANS
SURVEYED DATE :	JUNE 2023
DATUM	
VERTICAL	NAVD 88
HORIZONTAL	NAD 83 (2011)

BASE TECHNICAL CONCEPT
17-OCT-2024

DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATOR
APPROVED _____ DATE _____
HIGHWAY DIVISION, CHIEF ENGINEER
APPROVED _____ DATE _____
PROJECT MANAGER : ROBERT KLINEFELTER, P.E. MICHAEL LACROIX
PROJECT NAME : BURLINGTON-WINOOSKI PROJECT NUMBER : STP 5000 (29) & BF RAIZ (2)
SHEET 1 OF 11 SHEETS

SCALE 1" = 80' -0"
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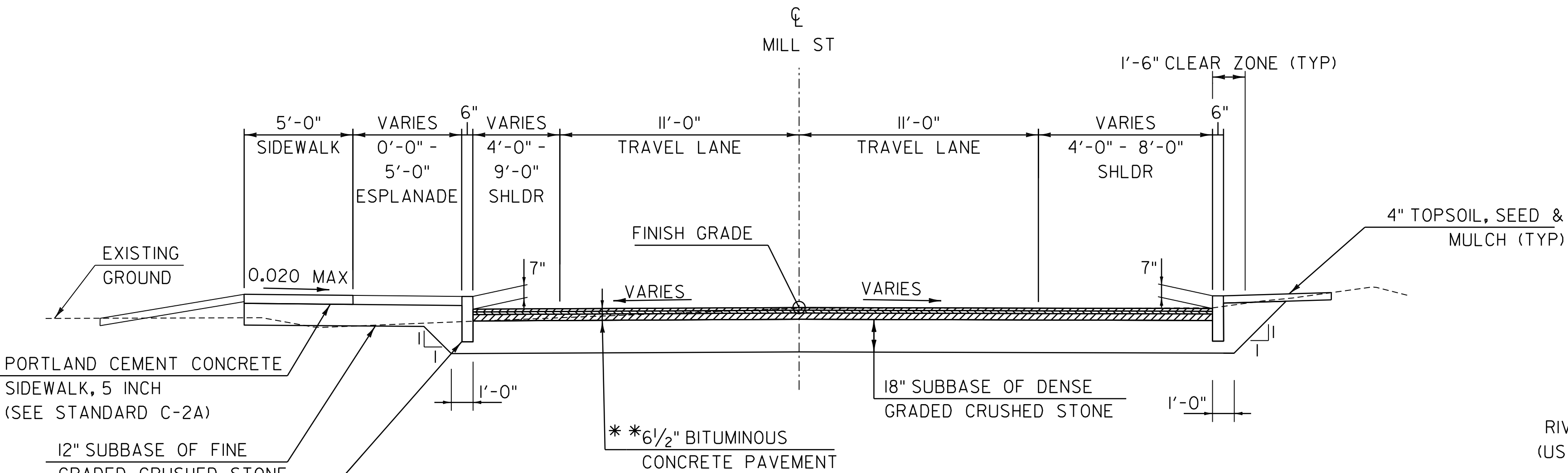




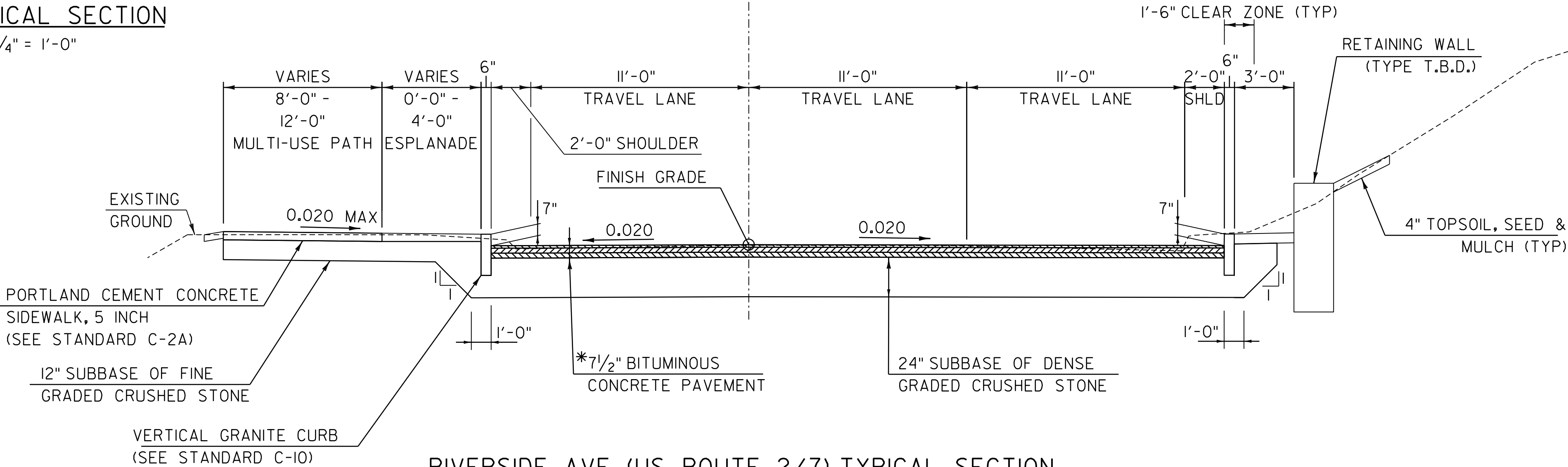
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PROJECT NUMBER: STP 5000(29) & BF RAIZ(2)	
FILE NAME: z22j351typ.dgn	PLOT DATE: 17-OCT-2024
PROJECT LEADER: J. OLUND	DRAWN BY: K. BELISLE
DESIGNED BY: T. POULIN	CHECKED BY: D. GOBEIL
BRIDGE TYPICAL SECTION	SHEET 2 OF 11

* 1 1/2" TYPE IVB OVER
3" TYPE IVB OVER
3" TYPE IIS
(PG 70-28) (N=65 GYRATIONS)

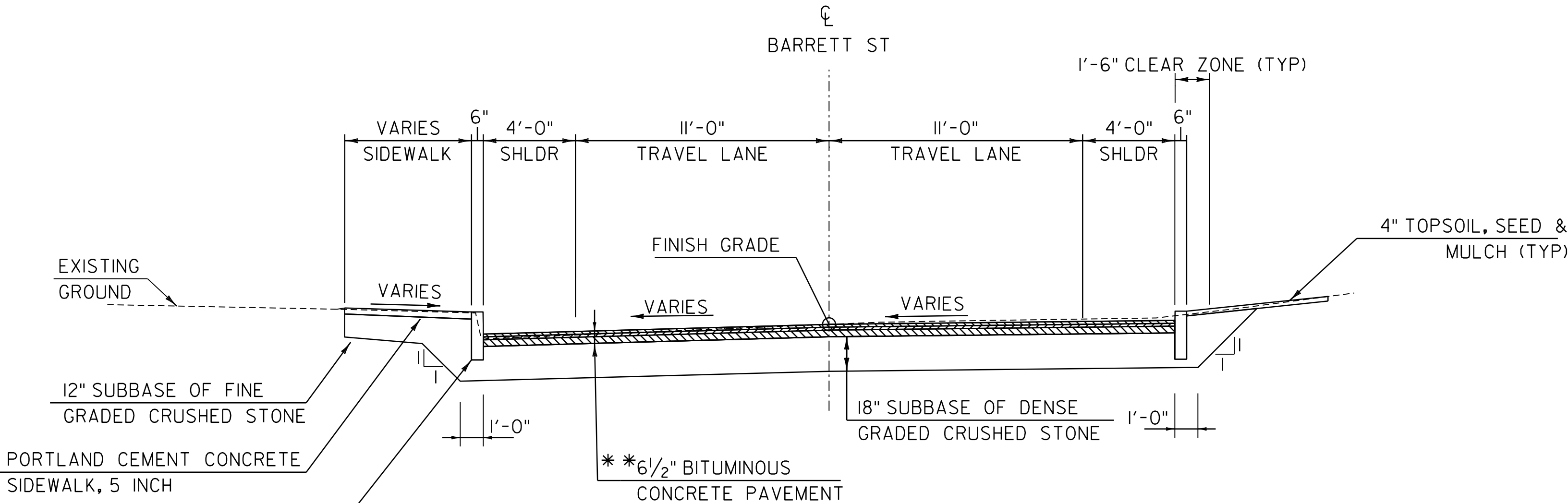
* * 1 1/2" TYPE IVB OVER
1 1/2" TYPE IVB OVER
3 1/2" TYPE IIS
(PG 70-28) (N=65 GYRATIONS)



MILL ST TYPICAL SECTION
SCALE: 1/4" = 1'-0"



RIVERSIDE AVE (US ROUTE 2/7) TYPICAL SECTION
SCALE: 1/4" = 1'-0"



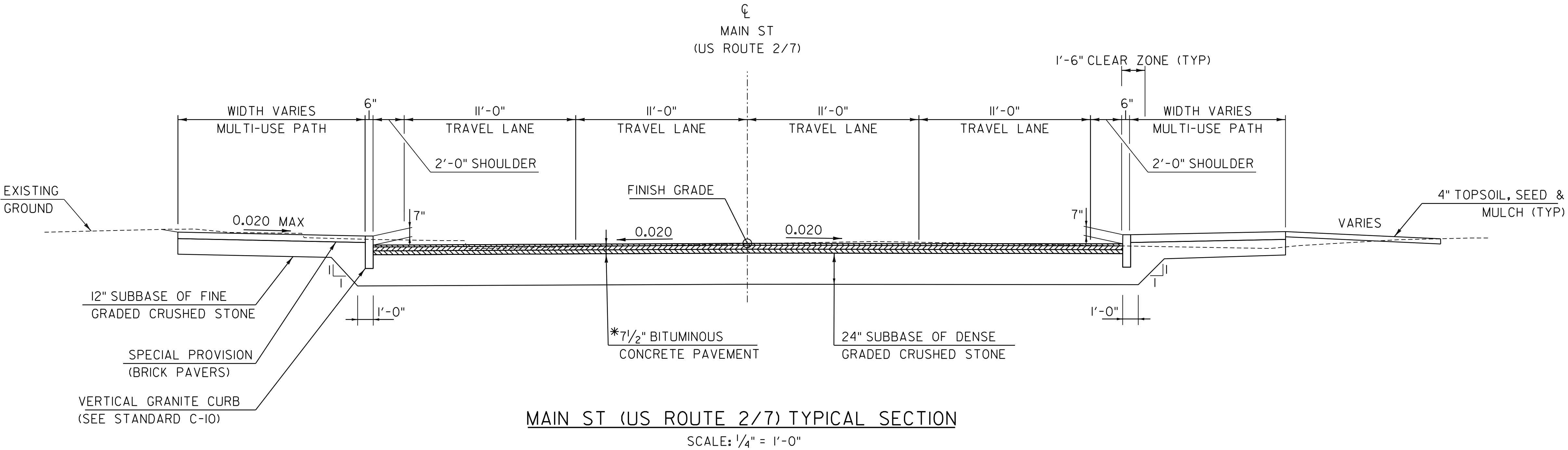
BARRETT ST TYPICAL SECTION
SCALE: 1/4" = 1'-0"



PROJECT NAME:	BURLINGTON-WINOOSKI
PROJECT NUMBER:	STP 5000(29) & BF RAIZ(2)
FILE NAME:	z22j35i+yp.dgn
PROJECT LEADER:	J. OLUND
DESIGNED BY:	C. TOBIN
TYPICAL SECTIONS 2	
PLOT DATE:	17-OCT-2024
DRAWN BY:	C. TOBIN
CHECKED BY:	S. SPEAR
SHEET	4 OF 11

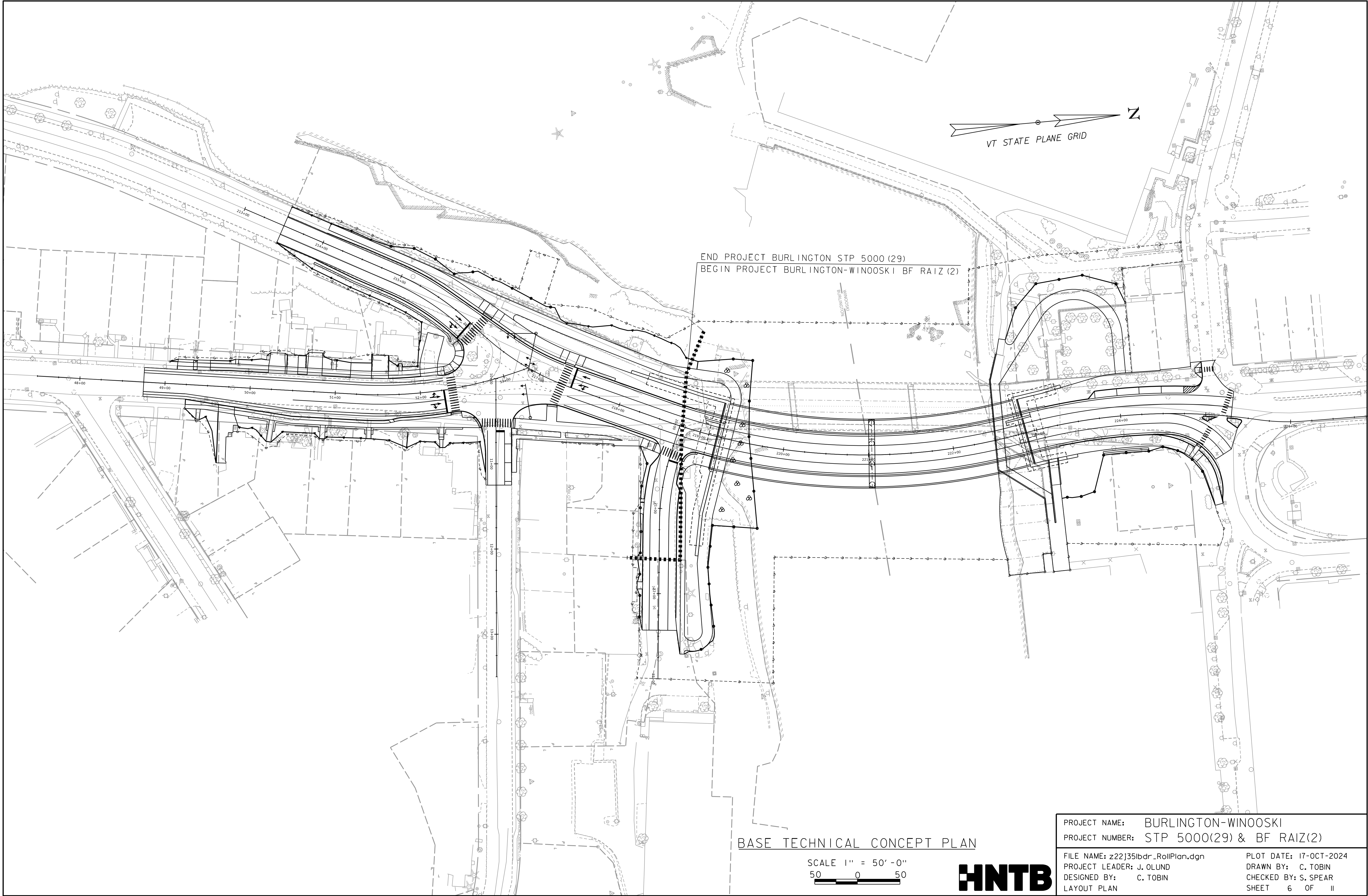
MATERIAL TOLERANCES	
(IF USED ON PROJECT)	
SURFACE	
- PAVEMENT (TOTAL THICKNESS)	+/- 1/4"
- AGGREGATE SURFACE COURSE	+/- 1/2"
SUBBASE	+/- 1"
SAND BORROW	+/- 1"

*1 1/2" TYPE IVB OVER
3" TYPE IVB OVER
3" TYPE IIS
(PG 70-28) (N=65 GYRATIONS)



PROJECT NAME: BURLINGTON-WINOOSKI	
PROJECT NUMBER: STP 5000(29) & BF RAIZ(2)	
FILE NAME: z22j35ltyp.dgn	PLOT DATE: 17-OCT-2024
PROJECT LEADER: J. OLUND	DRAWN BY: C. TOBIN
DESIGNED BY: C. TOBIN	CHECKED BY: S. SPEAR
TYPICAL SECTIONS 3	SHEET 5 OF 11



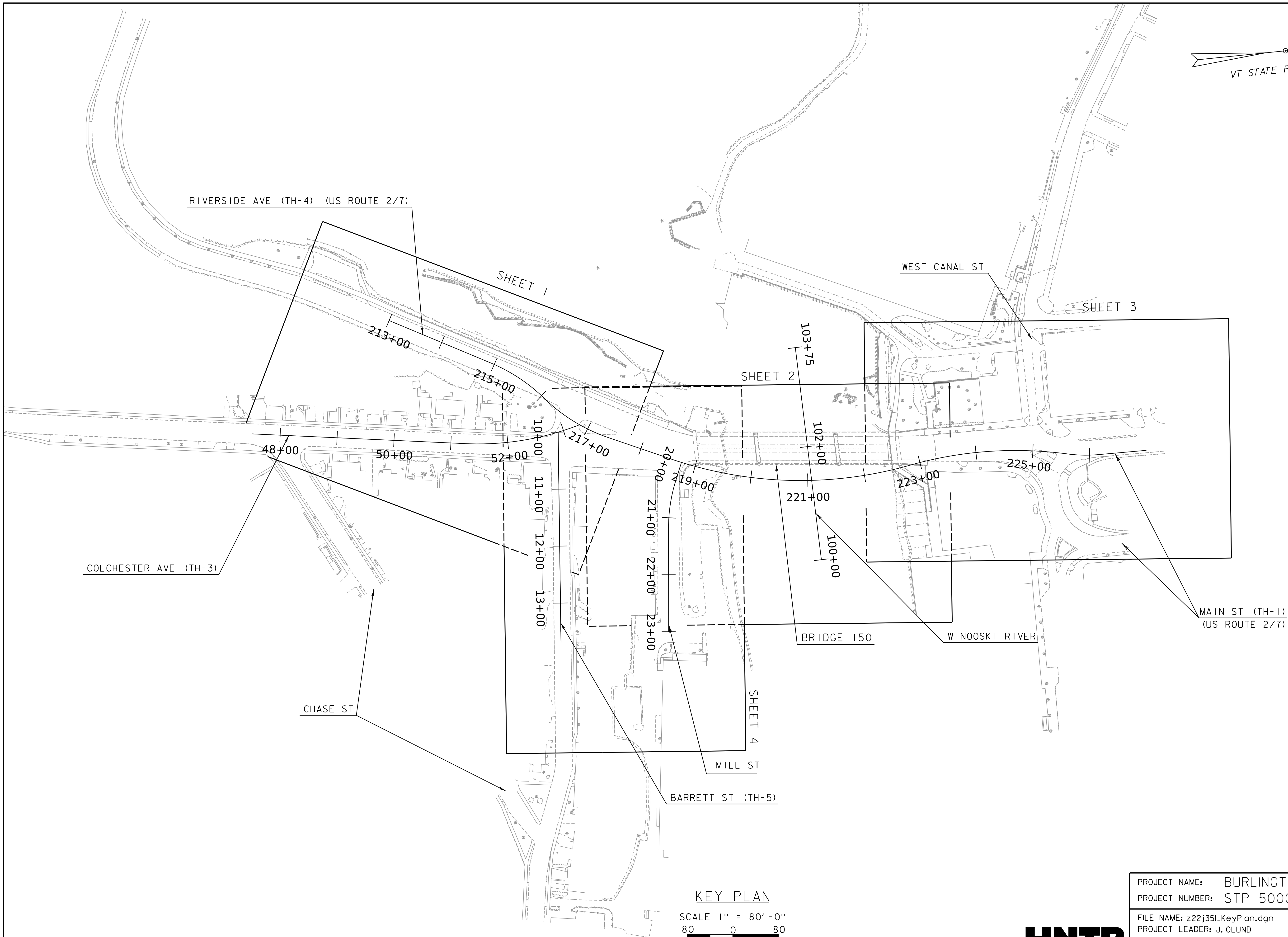
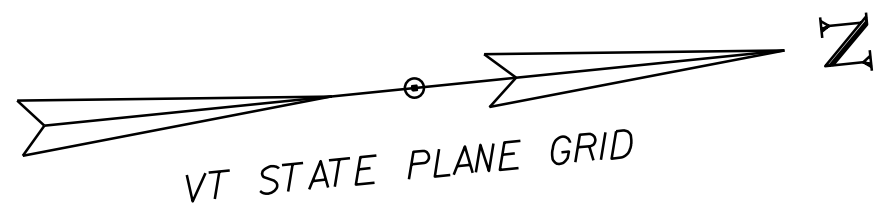


BASE TECHNICAL CONCEPT PLAN

SCALE 1" = 50' - 0"
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PROJECT NAME: BURLINGTON-WINOOSKI	
PROJECT NUMBER: STP 5000(29) & BF RAIZ(2)	
FILE NAME: z22j35lbr_RollPlan.dgn	PLOT DATE: 17-OCT-2024
PROJECT LEADER: J. OLUND	DRAWN BY: C. TOBIN
DESIGNED BY: C. TOBIN	CHECKED BY: S. SPEAR
LAYOUT PLAN	SHEET 6 OF 11

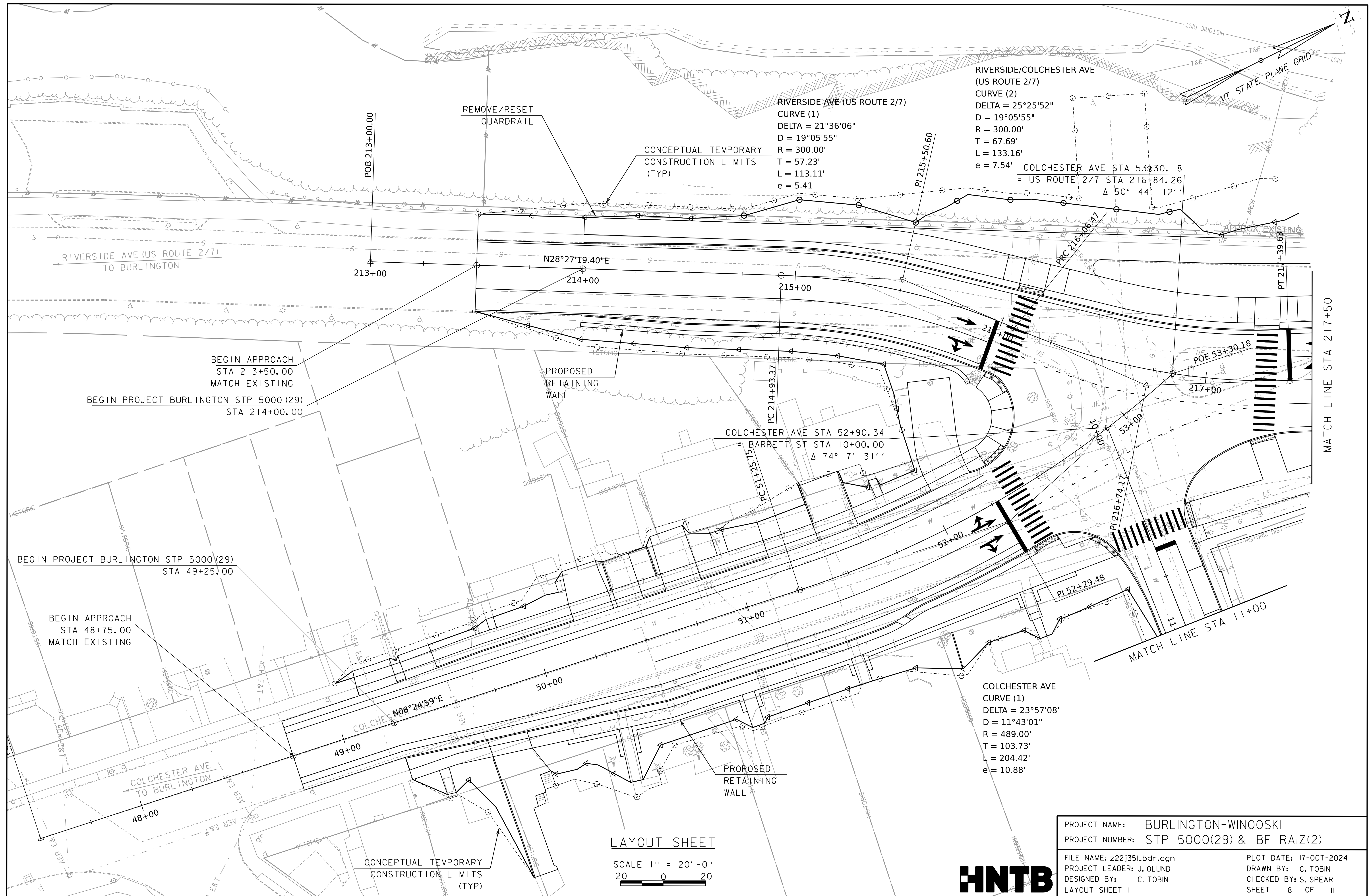


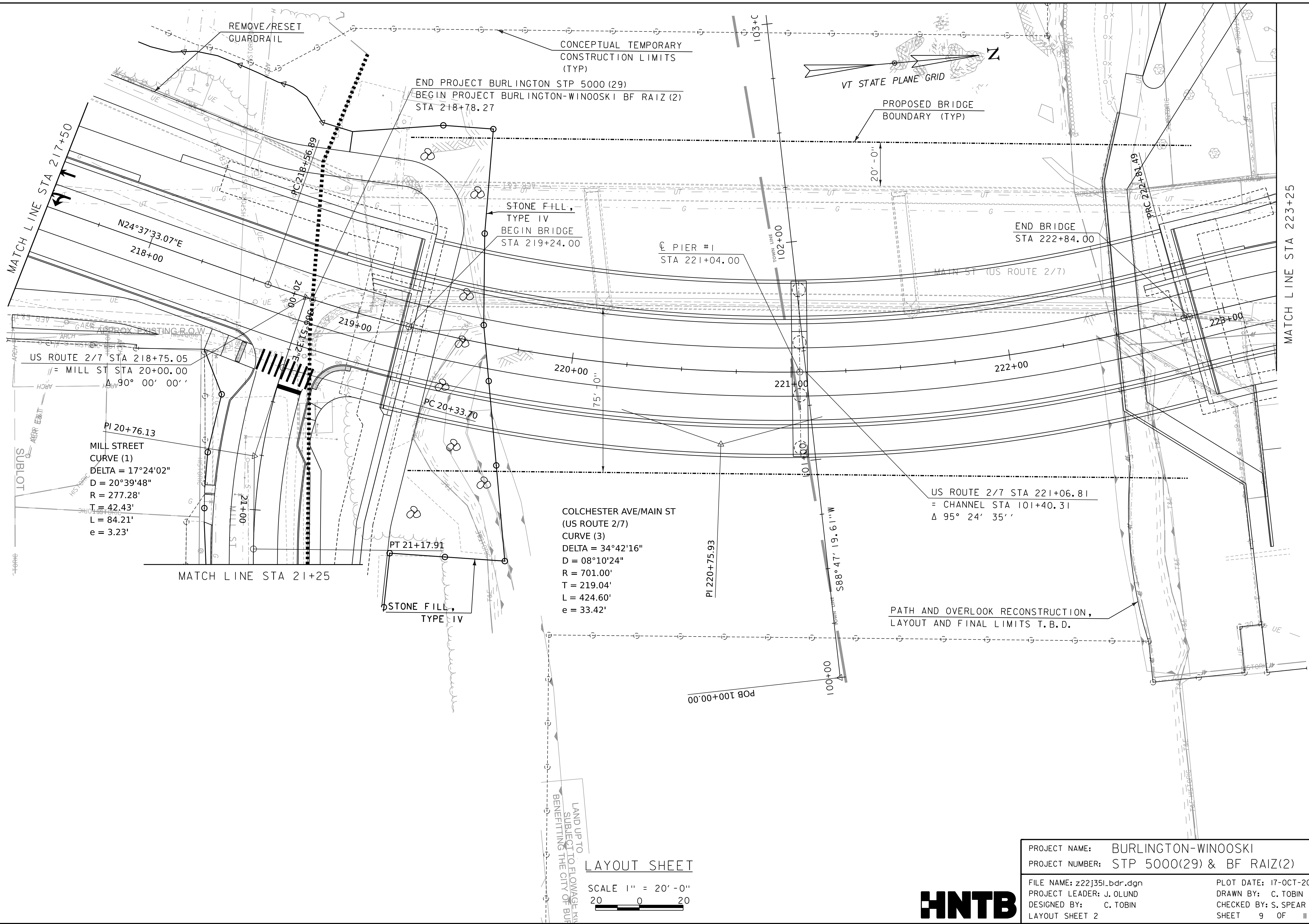
KEY PLAN

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PROJECT NAME: BURLINGTON-WINOOSKI	
PROJECT NUMBER: STP 5000(29) & BF RAIZ(2)	
FILE NAME: z22j35l.KeyPlan.dgn	PLOT DATE: 17-OCT-2024
PROJECT LEADER: J. OLUND	DRAWN BY: C. TOBIN
DESIGNED BY: C. TOBIN	CHECKED BY: S. SPEAR
KEY PLAN	SHEET 7 OF 11



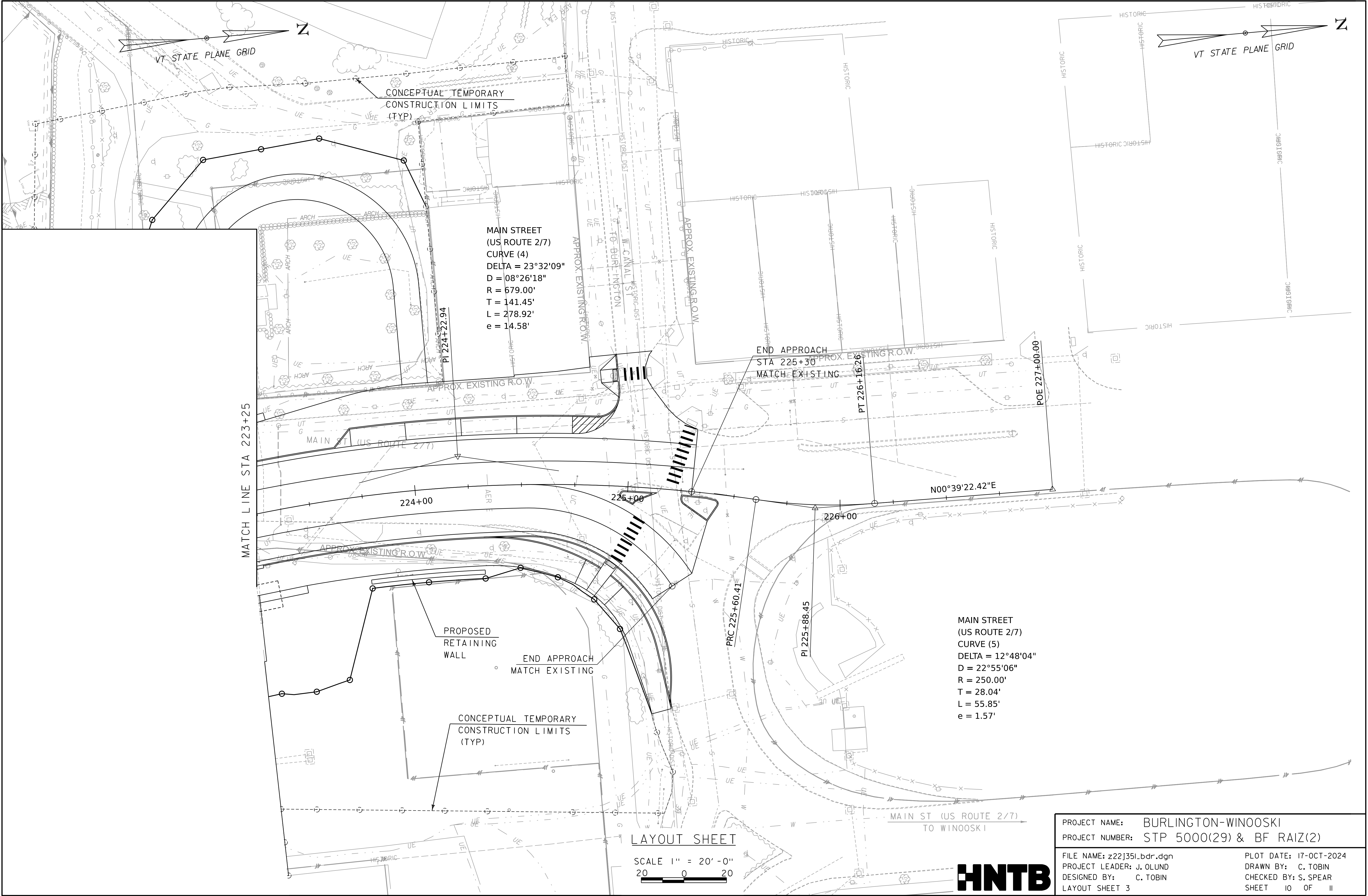


LAYOUT SHEET

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PROJECT NAME: BURLINGTON-WINOOSKI	
PROJECT NUMBER: STP 5000(29) & BF RAIZ(2)	
FILE NAME: z22j35l.bdr.dgn	PLOT DATE: 17-OCT-2024
PROJECT LEADER: J. OLUND	DRAWN BY: C. TOBIN
DESIGNED BY: C. TOBIN	CHECKED BY: S. SPEAR
LAYOUT SHEET 2	SHEET 9 OF 11





PROJECT NAME: BURLINGTON-WINOOSKI	
PROJECT NUMBER: STP 5000(29) & BF RAIZ(2)	
FILE NAME: z22j35l.bdr.dgn	PLOT DATE: 17-OCT-2024
PROJECT LEADER: J. OLUND	DRAWN BY: C. TOBIN
DESIGNED BY: C. TOBIN	CHECKED BY: S. SPEAR
LAYOUT SHEET 3	SHEET 10 OF 11

Attachment 3: BTC Approval Letter

To: Michael LaCroix, VTrans Traffic Project Manager

From: Chapin Spencer, Burlington Director of Public Works

Subject: **Burlington STP 5000(29) - Colchester Avenue, Riverside Avenue and Barrett Street Intersection**

Date: _____

A meeting for the subject project was held on Monday, December 9, 2024, as part of the Burlington City Council meeting, to present and discuss the Base Technical Concept (BTC) Plans and cost estimates. A summary of the project development, including public input, design iterations, and traffic management were presented to the Council at this meeting. The presentation included details on the design-build contracting method, and how the Request for Proposals (RFP) will contain both prescriptive and flexible requirements for final design and construction. BTC Plans will be included in the RFP as a conceptual design that satisfies the RFP requirements. The RFP will ultimately become the construction contract and will allow some flexibility for the design-build team to develop a final design that differs from the BTC Plans within the limits established in the RFP. RFP language will be developed by VTrans with review and input from the Burlington Department of Public Works.

Based on this presentation, the City of Burlington approves the Base Technical Concept Plans with the following details:

- 1. A realignment of Colchester Avenue and/or Riverside Avenue to create a signalized intersection with Barrett Street.
- 2. A stop-controlled approach from Mill Street to Colchester Avenue.
- 3. Widening of Colchester Avenue to allow for 2 lanes northbound approaching the signalized intersection.
- 4. Crosswalks at all four approaches of the new signalized intersection.
- 5. Bike lanes and/or shared use paths along Colchester Avenue and Riverside Avenue connecting to the shared use paths on the new bridge.
- 6. Bike and Pedestrian intersection mobility improvements consisting of either leading pedestrian intervals or an exclusive pedestrian phase.
- 7. Retaining walls on the east sides of Colchester Avenue and Riverside Avenue to support the revised roadway layouts.

Details shown on the BTC Plans that are not specifically noted above are considered conceptual and may change between City approval of the BTC Plans and advertisement of the RFP, with review and input from the Burlington Department of Public Works.

The City of Burlington would like to make the following comments regarding this project:

Signature

Printed Name

State of Vermont
Highway Division
Structures Design Section
219 North Main Street
Barre, VT 05641

Agency of Transportation

[phone] 802-595-4403
[ttd] 800-253-0191

Chapin Spencer
Burlington Director of Public Works
645 Pine Street
Burlington, VT 05401

October 22, 2024

Project Name: Burlington-Winooski BF RAIZ(2)

Structure Identification: Bridge 150 on U.S. Route 2/7 (Riverside Ave.) over the Winooski River

Dear Mr. Spencer:

VTrans has completed work on the Base Technical Concept (BTC) for the above-referenced project. BTC plans and cost estimates are attached for the City's review and approval in accordance with the Finance and Maintenance Agreement. Please return the attached form with any comments that the City has by December 20, 2024.

This bridge replacement project is being progressed concurrently with an intersection safety improvement project, located immediately south of the bridge in Burlington, with the intent of constructing the two projects under one contract. However, this letter is only applicable to the bridge replacement project. The physical delineation between the two projects is represented on the attached plans.

Ownership and maintenance of the bridge is the joint responsibility of the City of Burlington and the City of Winooski. The funding split for participating project costs, including preliminary engineering, right-of-way, and construction costs, is 80% Federal, 10% State, 5% City of Burlington, and 5% City of Winooski. The City of Burlington will be responsible for 100% of non-participating project costs that are specified in the Finance and Maintenance Agreement. The current construction cost estimate is \$68,600,000 including construction engineering, contingency, and inflation. Our current preliminary engineering and right-of-way cost estimates total \$8,500,000 (of which we have spent \$2,645,065) for an overall total project cost estimate of \$77,100,000.

The project will be advertised through a design-build contracting method, with the formal solicitation to contractors anticipated in spring of 2026. The design-build contracting method requires the contractor to complete the final design as well as construct the project. This allows the contractor to tailor the project to meet their preferred approach to construction, which will help reduce cost and schedule. All of the contractor's work will be in conformance with contractual obligations being developed by VTrans with review and input from the Burlington Department of Public Works.

The next step in our process is to acquire rights from adjacent properties. We are in the process of scheduling meetings with affected property owners, and we welcome the City to attend these meetings. Although dates and durations are partially dependent upon the contractor's approach, the final design is anticipated to occur in 2027, construction is anticipated to begin in the fall of 2027, and the overall construction duration is expected to last three construction seasons.

If you have questions, please do not hesitate to contact me.

Sincerely,

Robert Klinefelter

Robert Klinefelter, P.E.
Structures Project Manager



To: Robert Klinefelter, P.E. VTrans Structures Project Manager

From: Chapin Spencer, Burlington Director of Public Works

Subject: **Burlington-Winooski BF RAIZ(2), Bridge 150 on U.S. Route 2/7 (Riverside Ave.) over the Winooski River**

Date: _____

A meeting for the subject project was held on Monday, December 9, 2024, as part of the Burlington City Council meeting, to present and discuss the Base Technical Concept (BTC) Plans and cost estimates. A summary of the project development, including public input, design iterations, and traffic management were presented to the Council at this meeting. The presentation included details on the design-build contracting method, and how the Request for Proposals (RFP) will contain both prescriptive and flexible requirements for final design and construction. BTC Plans will be included in the RFP as a conceptual design that satisfies the RFP requirements. The RFP will ultimately become the construction contract and will allow some flexibility for the design-build team to develop a final design that differs from the BTC Plans within the limits established in the RFP. RFP language will be developed by VTrans with review and input from the Burlington Department of Public Works.

- Based on this presentation, the City of Burlington approves the Base Technical Concept Plans with the following details:
- 1. A bridge cross section consisting of four, 11’-0” lanes; two, 2’-0” shoulders; a 15’-0” shared-use path on the western side of the bridge; a 12’-0” shared-use path on the eastern side of the bridge; and concrete barrier separation between vehicular travel lanes and the shared-use paths.
 - 2. A two-span bridge with an overall length of approximately 360-ft.
 - 3. A fully curved bridge with an alignment shifted to the east of the existing bridge.
 - 4. An under-bridge path on the Winooski side.
 - 5. A path connecting the shared-use path on the western side of the bridge to the under-bridge path, through Winooski Falls Park.
 - 6. Traffic management that maintains bicycle and pedestrian access and two northbound traffic lanes across the bridge throughout the duration of construction, closure of both southbound traffic lanes with an offsite detour for approximately 4-6 months, and only one southbound traffic lane on the bridge for approximately 12-16 months (open to Riverside Avenue only). Temporary lane closures will be permitted throughout construction at times of lower traffic volumes that can be adequately maintained with reduced lane capacity. Short-term stoppages of traffic, bicycles, and pedestrians will be permitted when necessary for the safety of the traveling public.

Details shown on the BTC Plans that are not specifically noted above are considered conceptual and may change between City approval of the BTC Plans and advertisement of the RFP, with review and input from the Burlington Department of Public Works.

The City of Burlington would like to make the following comments regarding this project:

Signature Printed Name



Burlington-Winooski
BF RAIZ(2) Burlington & STP 5000(2) Burlington
FAQ Page

What groups/organizations does the project team consist of?

The project team includes the Vermont Agency of Transportation (VTrans), the Cities of Burlington and Winooski, the Chittenden County Regional Planning Commission (CCRPC) and HNTB, the design consultant. The project is administered by VTrans on behalf of the Cities, with HNTB providing design services and CCRPC acting in a support/advisory role.

Why does the bridge need to be replaced?

The bridge has been in service for nearly 100 years and is reaching the end of its service life. Due to continued deterioration and its narrow width that no longer meets the needs of the community, a decision was made to replace the bridge. Refer to the Project's Scoping Report (see Project Documents page on this website) for additional information.

When will construction of the new bridge occur?

Active construction is anticipated to begin in 2027. Intermittent onsite field work and data collection will be occurring over the next few years to support the design efforts.

How long will construction last?

Construction is anticipated to take 2 to 3 years. This duration will continue to be evaluated as the design progresses.

The project is anticipated to be complete in 2030.

What is Design Build?

Design-Build is a project delivery method that allows VTrans to execute a single, fixed fee contract for construction and final design. Design-Build has two primary phases: preliminary design and construction. The preliminary design phase will occur over the next few years as the project team establishes project-specific criteria and impact limitations that the construction team will need to satisfy.

The selected construction team then completes the design and construction for their solution that meets criteria established by the project team. This contracting method allows the project to be contracted more quickly, for construction to commence earlier than traditional construction contracting methods and promotes increased innovation and cost-savings measures due to the competitive bid environment among contractor teams. Refer to



https://www.fhwa.dot.gov/ipd/alternative_project_delivery/defined/new_build_facilities/design_build.aspx for additional information.

What is accelerated bridge construction?

Accelerated Bridge Construction (ABC) makes use of prefabricated elements to minimize the amount of construction work on site. Elements for bridges are built off site in a fabrication plant or nearby staging yard. Once they are completed, these elements can be brought to the site and be quickly installed with less impact to the traveling public than conventional bridge construction methods. By employing ABC, impacts to traffic can be reduced from months to just weeks or even days. Refer to <https://vtrans.vermont.gov/highway/structures-hydraulics/accelerated-bridge-program/faqs> for additional information.

How will pedestrians and bicyclists cross the river during construction?

Pedestrian and bicyclist facilities will be provided throughout construction. Short term or intermittent closures may be required.

Will the project include work to the intersection south of the bridge in Burlington?

Yes. This overall project will include intersection improvements immediately south of the bridge, involving Riverside Street, Colchester Avenue, Mill Street, and Barrett Street. The improvements will generally consist of roadway reconstruction and traffic signal modifications, with the goal of improving safety and mobility for all users.

The existing three-way intersection will be reconfigured, thereby simplifying geometry to feature a four-way intersection with modernized traffic control and enhanced bicycle and pedestrian facilities.

Was a roundabout considered for the intersection project?

A roundabout at this site was evaluated as part of the scoping study. Although roundabouts have been successfully implemented throughout Vermont, this particular site has notable constraints that led to the roundabout option being ruled out. Specifically, the width required for a roundabout to convey the traffic volume at this site resulted in impacts to historic properties and impacts to the steep slopes adjacent to the Winooski River. Additionally, the topography of the site would result in undesirable roadway grades along the roundabout.

How will the proposed intersection improvements address the needs of pedestrians and cyclists?

The intersection will feature crosswalks with ADA accommodations and the revised intersection configuration aims to reduce pedestrian and bicycle crossing distances. The proposed traffic signal phasing will result in improved pedestrian safety through one or



more of the following: exclusive pedestrian phases, concurrent pedestrian phases, leading pedestrian intervals, restricted turn movements on red, and pedestrian detection. The signal design is in progress and the intent is to balance improvements to mobility for all modes of travel, without compromising safety.

The intersection geometry also significantly reduces vehicular conflict points compared to the existing intersection complex, which reduces driver confusion and contributes to a safer intersection.

Who is paying for this project?

The bridge project has received a federal RAISE Grant that will cover a portion of the project construction. The bridge project costs will be split as follows: 80% Federal, 10% State, 5% City of Burlington, and 5% City of Winooski.

Construction of the intersection immediately south of the bridge is 100% Federally funded.

What will the new bridge look like?

In general, the bridge is anticipated to improve mobility for all users by incorporating slightly wider travel lanes and wider multi-use paths/sidewalks to accommodate pedestrians and bicycles. Overall, the new bridge will be approximately 24 feet wider than the existing bridge. However, much of the remaining appearance of the new bridge is yet to be determined, and some features will be influenced by public input.

Will the new bridge have four traffic lanes?

Yes. The new bridge will have the same number of traffic lanes as the existing bridge to accommodate the high volume and types of vehicles (e.g., buses and emergency vehicles) that cross the Winooski River at this location. In addition to traffic volume, the four lanes will:

- Allow for future flexibility in repurposing space on the bridge if travel modes change.
- Act as an emergency crossing in the event of a major accident on I-89.
- Better accommodate emergency vehicle access over the bridge, compared to a narrower bridge.
- Better accommodate future maintenance on the bridge by allowing traffic to be shifted around.

How wide will the traffic lanes be on the new bridge?

The existing travel lanes on the bridge are approximately 10 feet and 6 inches wide. The proposed travel lanes are 11 feet wide. The proposed lane widths on the bridge are governed by the Vermont State Design Standards and are based on the roadway classification, traffic volume, and design speed. This roadway is a designated truck route



and is classified as a Principal Arterial, which indicates that this is a critical roadway with a relatively high traffic volume that includes wide vehicles such as buses and emergency services. Given the urban context, the lower end of the allowable width for travel lanes on this type of roadway are proposed for this project.

Will the new bridge have roadway shoulders? If so, why?

Yes. Narrow, 2-foot-wide shoulders will be added adjacent to the traffic lanes. This is the minimum shoulder width, as per the Vermont State Design Standards, for this type of roadway. The shoulders provide several benefits, including:

- A buffer between vehicles and the barrier separating the roadway and multi-use path.
- Providing snow storage following winter storms.
- Improving vehicle safety by separating stormwater runoff from the travel lanes.

Are traffic calming features being considered in the design?

The project team has received comments related to concerns with vehicle speeds on the bridge and is in the process of assessing traffic calming measures that may be appropriate for inclusion in the project. Traffic calming will likely consist primarily of striping, signing, and roadway layout. As part of the intersection improvements, Riverside Avenue and Colchester Avenue may be realigned such that low vehicular speeds will be required to navigate the intersection. The project team has determined that certain traffic calming measures, such as raised intersections and raised crosswalks, are not appropriate for this project based on the traffic volume, roadway classification, and due to winter maintenance concerns.

Burlington City Council Meeting

Burlington-Winooski BF RAIZ(2)
Burlington STP 5000(29)

November 18, 2024



Introductions

- **Bob Klinefelter** – VTrans Structures Project Manager
- **Michael LaCroix** – VTrans Traffic Project Manager
- **Carolyn Cota** – VTrans Structures Program Manager
- **Josh Olund** – HNTB Structures Project Manager
- **Steve Spear** – HNTB Roadway Project Manager

Agenda



Meeting Purpose



Project Recap and Updates



Base Technical Concept



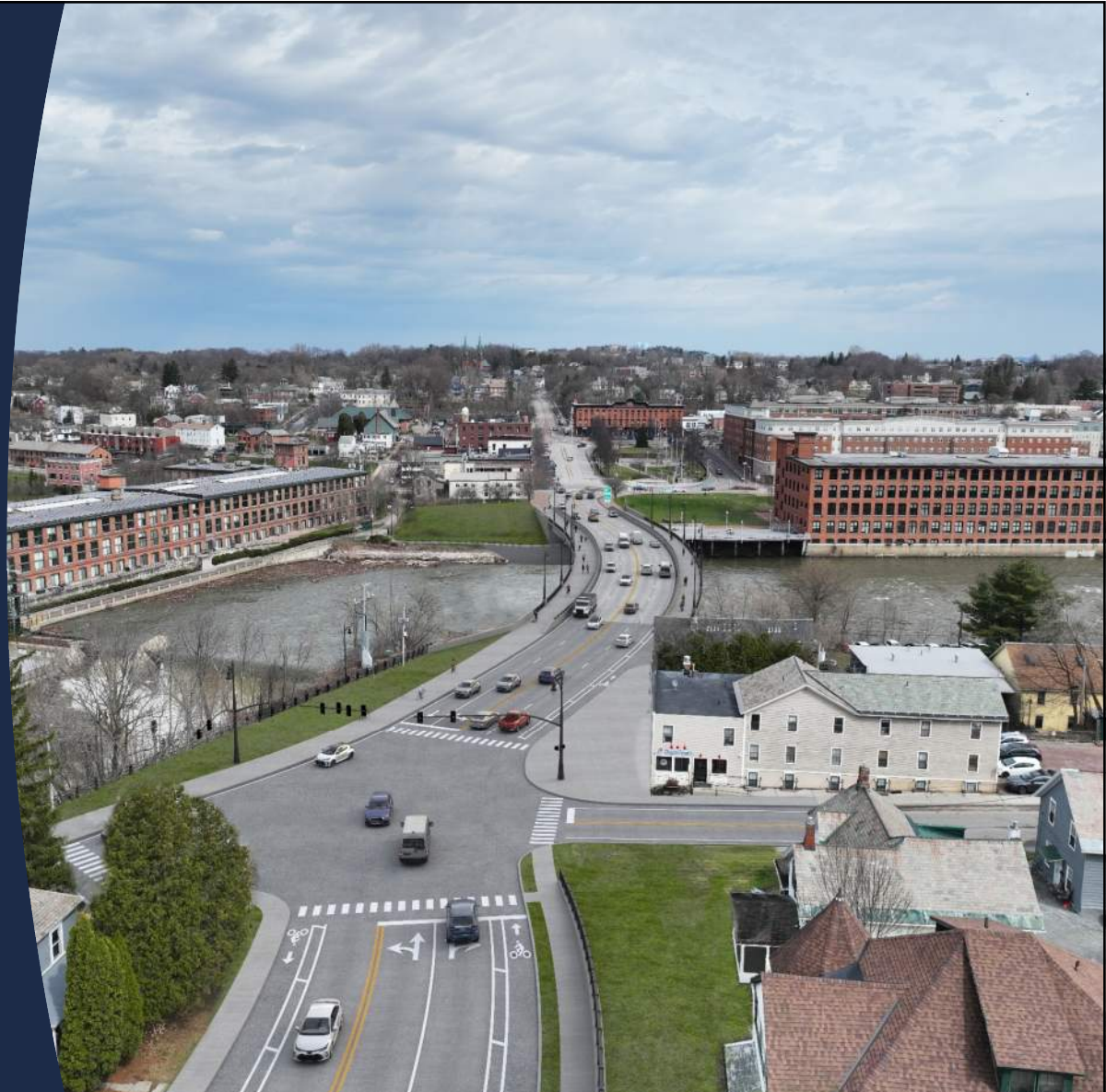
RFP Considerations



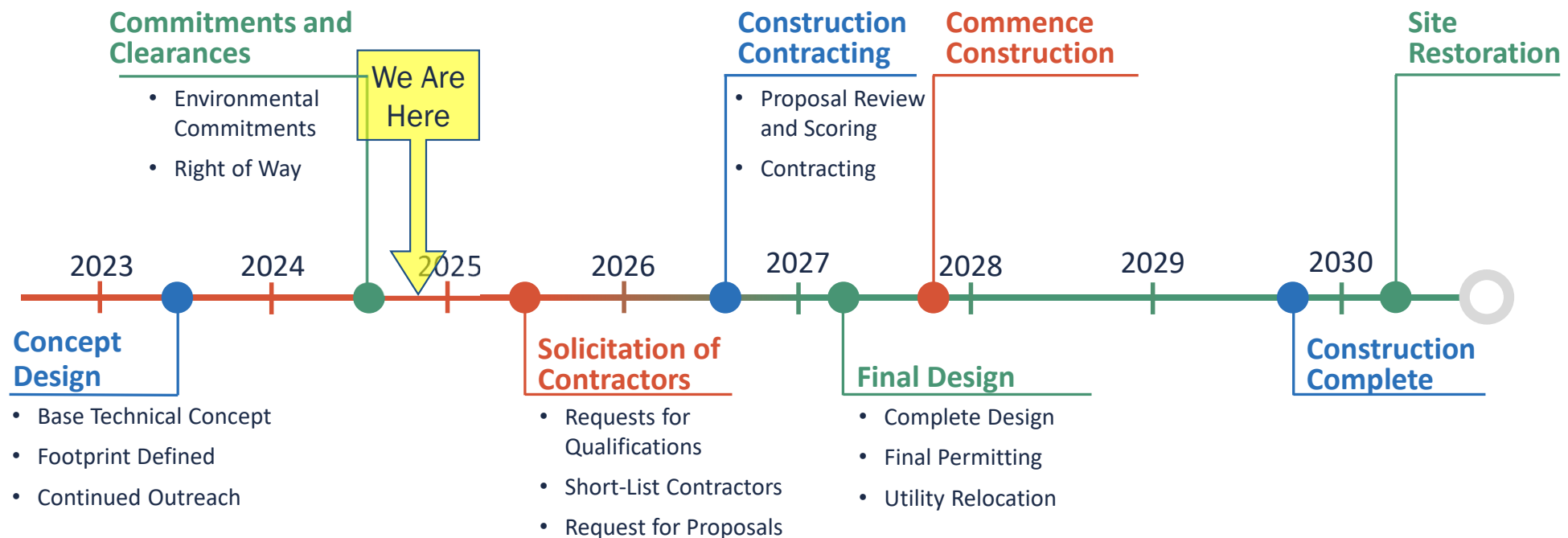
Next Steps, Schedule, and Funding

Meeting Purpose

- *To seek approval on the Base Technical Concept and the approach towards developing the contract documents.*



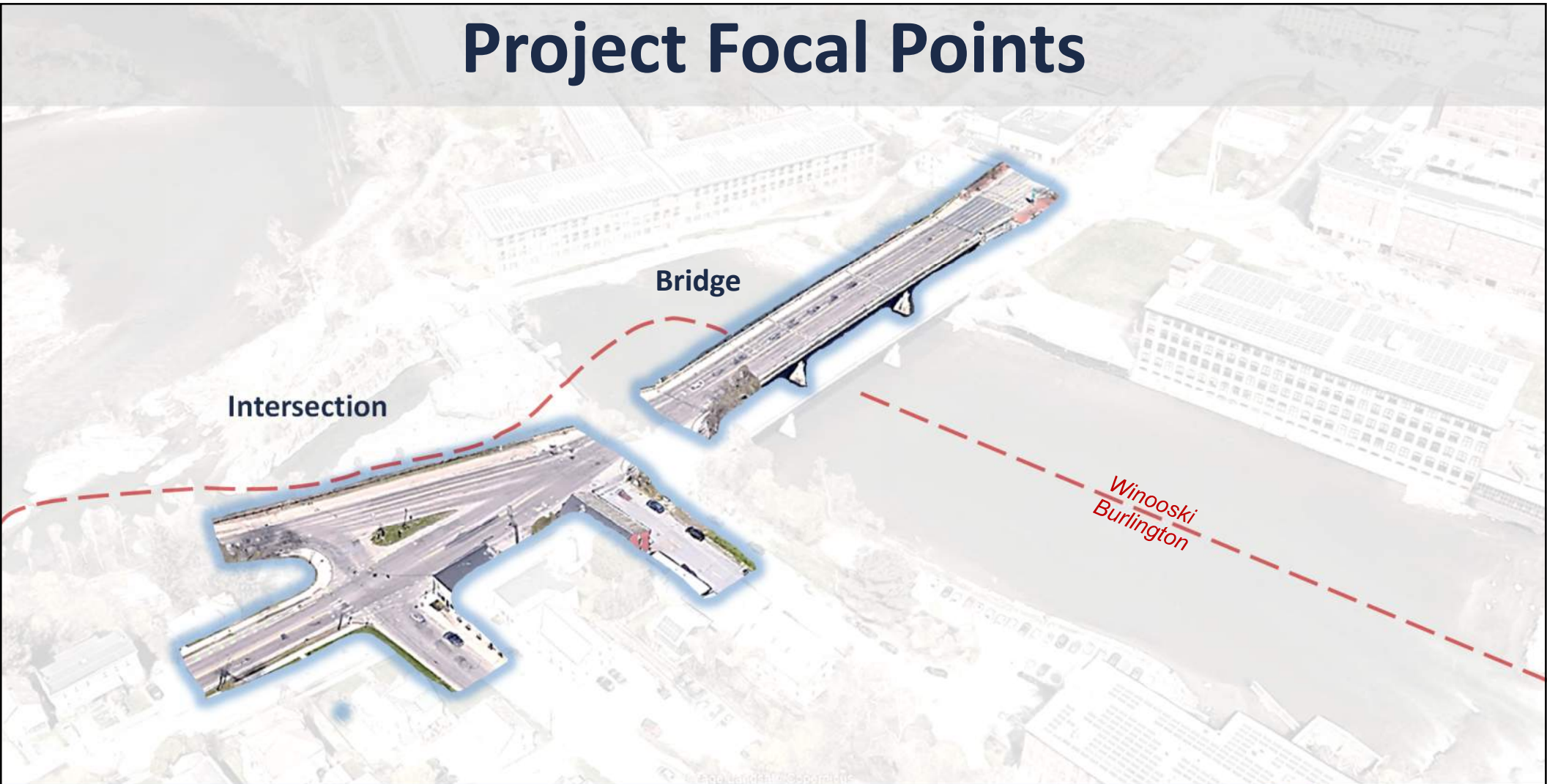
Schedule – Current and Future



Project Recap and Updates



Project Focal Points

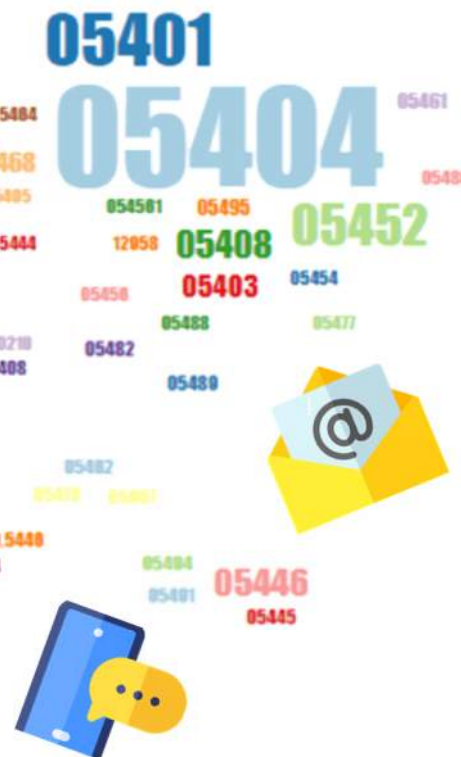


Schedule – Past



Coordination *(Since Spring 2023)*

	Public Meetings
	Local Government Meetings
	Stakeholder Engagement
	Website and E-Blasts
	Travel Survey
	Utility Coordination
	Environmental Coordination



Stakeholders Engaged:

Burlington Electric Department
 Burlington Fire
 Burlington Telecom
 Burlington Walk Bike Council
 Chittenden County Sheriffs
 Colchester Rescue
 Consolidated Communications
 Comcast
 Downtown Winooski
 Essex Rescue
 Firstlight
 Green Mountain Power
 Green Mountain Transit
 Lake Monsters
 Local Motion
 Lumen
 Premier Coach
 St. Michael's Fire and Rescue
 State Police
 UVM CATS
 UVM Health
 UVM Police
 Vermont Division for Historic Preservation
 Vermont Gas
 Vermonters for People Oriented Places
 VTEL
 Winooski Alliance for Active
 Transportation
 Winooski Fire and Rescue

Project Refinement

- Merge the Bridge and Intersection Projects
- Assess and Confirm Scoping Decisions
- Alternate Construction Phasing
- Alternate Traffic Management
- Intersection Configurations

Alternate Alignments and Construction Methods

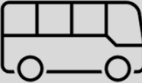
On-Alignment	<u>FEATURE</u>	Shifted Alignment
Tangent	Alignment	Curved
4	Lanes Detoured	2
4 - 6*	Detour Duration (Weeks)	16 - 24**
24 - 30	Construction Duration (Months)	24 - 30
No	Potential Under Bridge Path in Burlington	Yes

* Detour duration is for a full vehicular closure (NB & SB traffic detoured)

** Detour duration is for a partial vehicular closure (only SB traffic detoured)

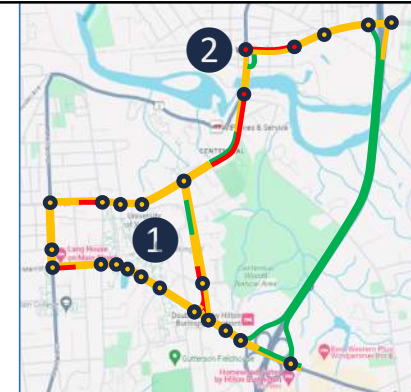
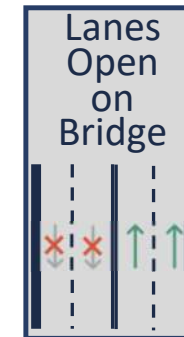
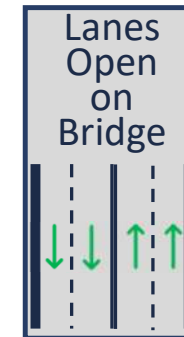


Traffic During Construction

Summer Travel Time Between ① & ②			
①→② (②→①)	Existing Conditions	With Full Bridge Closure	With SB Bridge Closure
	4 – 7 min. (4 – 7 min.)	10 – 15 min. (7 – 12 min.)	4 – 6 min. (7 – 12 min.)
  *	6 – 9 min. (5 – 8 min.)	12 – 22 min. (14 – 19 min.)	4 – 6 min. (12 – 15 min.)
	8 – 10 min. (8 – 10 min.)	18 – 25 min. (16 – 23 min.)	6 – 8 min. (14 – 21 min.)

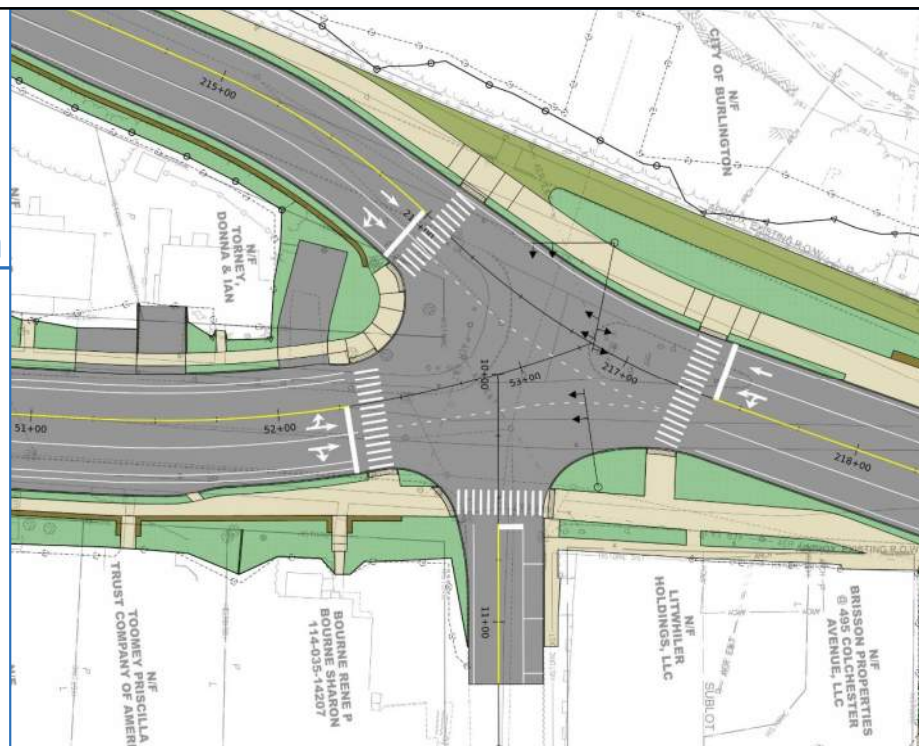
* Trucks may experience additional 1-2 min. of delay

- ① UVM Medical Center
- ② Downtown Winooski





Intersection Alignments

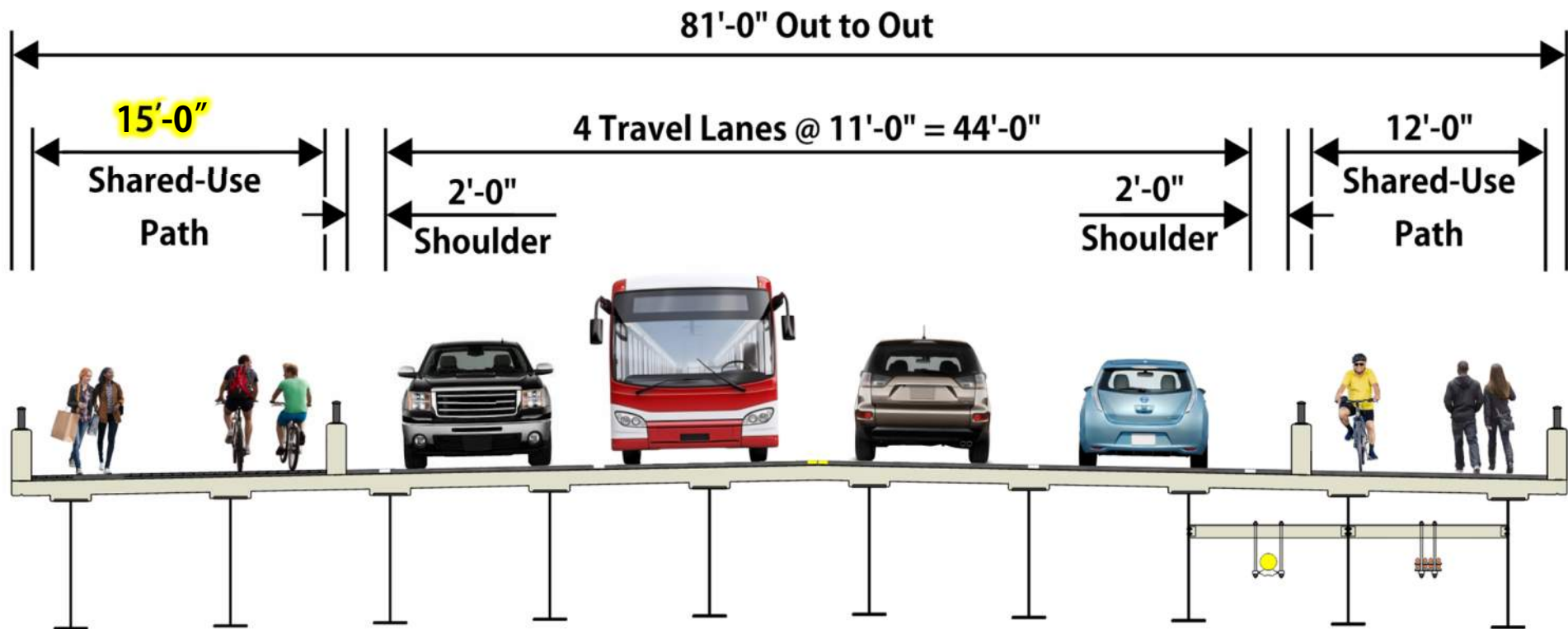


On-Alignment	<u>FEATURE/NEED</u>	Shifted Alignment
✓	Four-way signalized intersection	✓
✓	Simplify intersection, reduce conflicting movements	✓
✓	Manage Traffic Congestion	✓
✓	Improved mobility for bikes and pedestrians	✓
✓	Safety Improvement for all modes of travel	✓
✓	Shared use path extending through intersection	✓

Base Technical Concept (BTC)



Bridge Cross Section



Existing Conditions



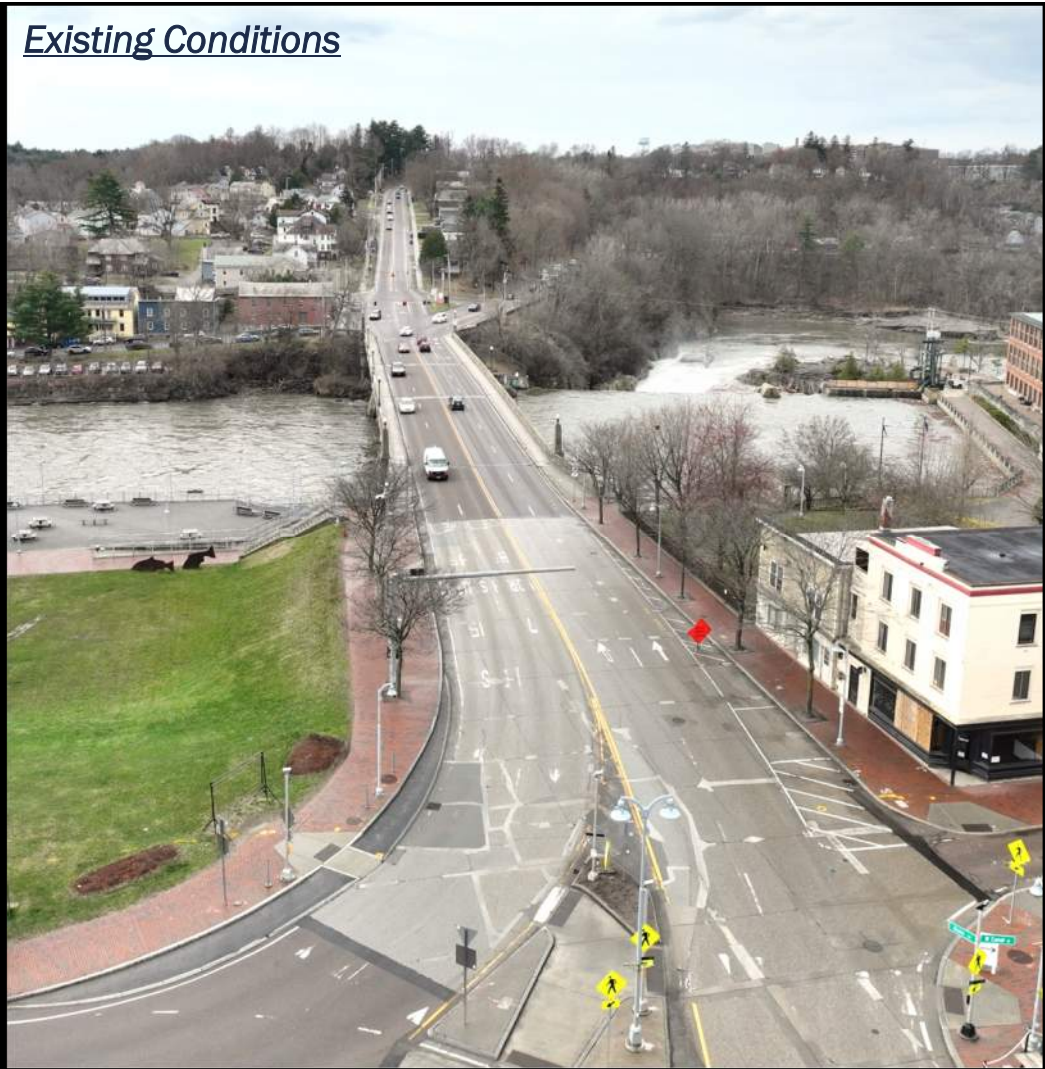
Conceptual Shifted-Alignment



View Looking North



Existing Conditions



Conceptual Shifted-Alignment



View Looking South





Existing Conditions



Conceptual Shifted-Alignment

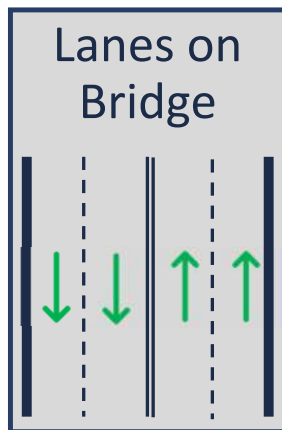


Bridge/Intersection Continuity



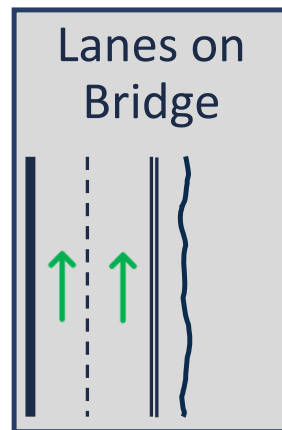
Construction Progression

Partial Construction,
Upstream of Existing
Bridge



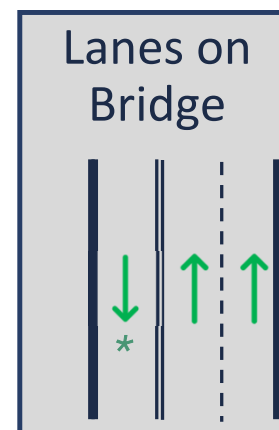
*Existing
Conditions*

Remove Portion of
Existing Bridge;
Complete Upstream
Construction



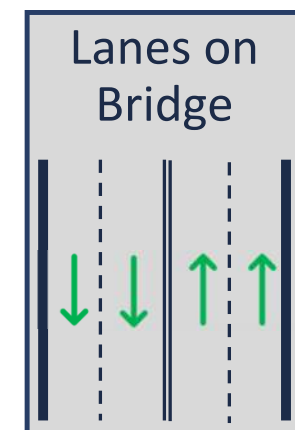
4-6 Months

Transfer Traffic;
Complete Demolition;
Complete Construction



12-16 Months

Fully Open Bridge;
Site Restoration

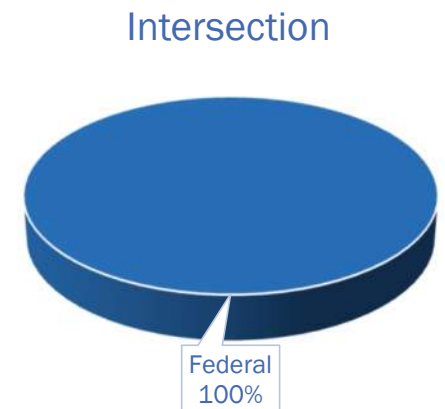
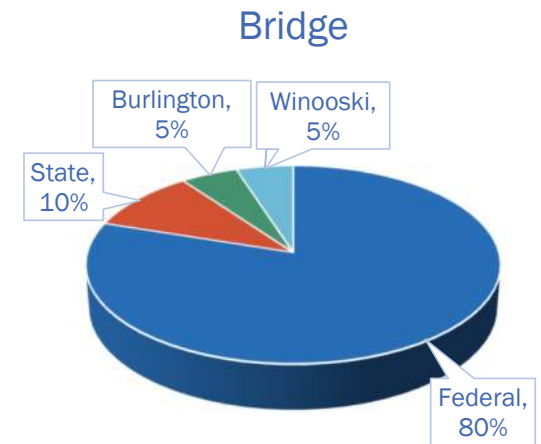


*Final
Conditions*

** Southbound to Riverside Avenue Only*

Project Costs and Funding

- Bridge Project Received a Federal RAISE Grant worth approximately \$24.8-million
- Total Bridge Project costs are estimated to be conceptually \$70 - \$80-million
- Total Intersection Project costs are estimated to be conceptually \$8 - \$9 million



RFP Considerations

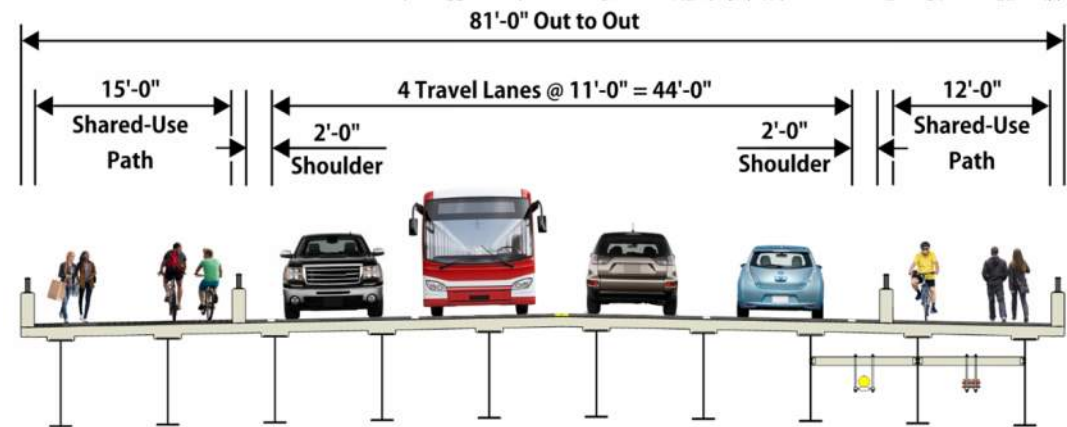


Prescriptive vs Flexible Requirements

- **Prescriptive**: Items or actions that are required within specifically defined parameters, without exception.
- **Flexible**: Items or actions that represent the nature and goals of the project and have established boundaries, but are not prescriptively defined.

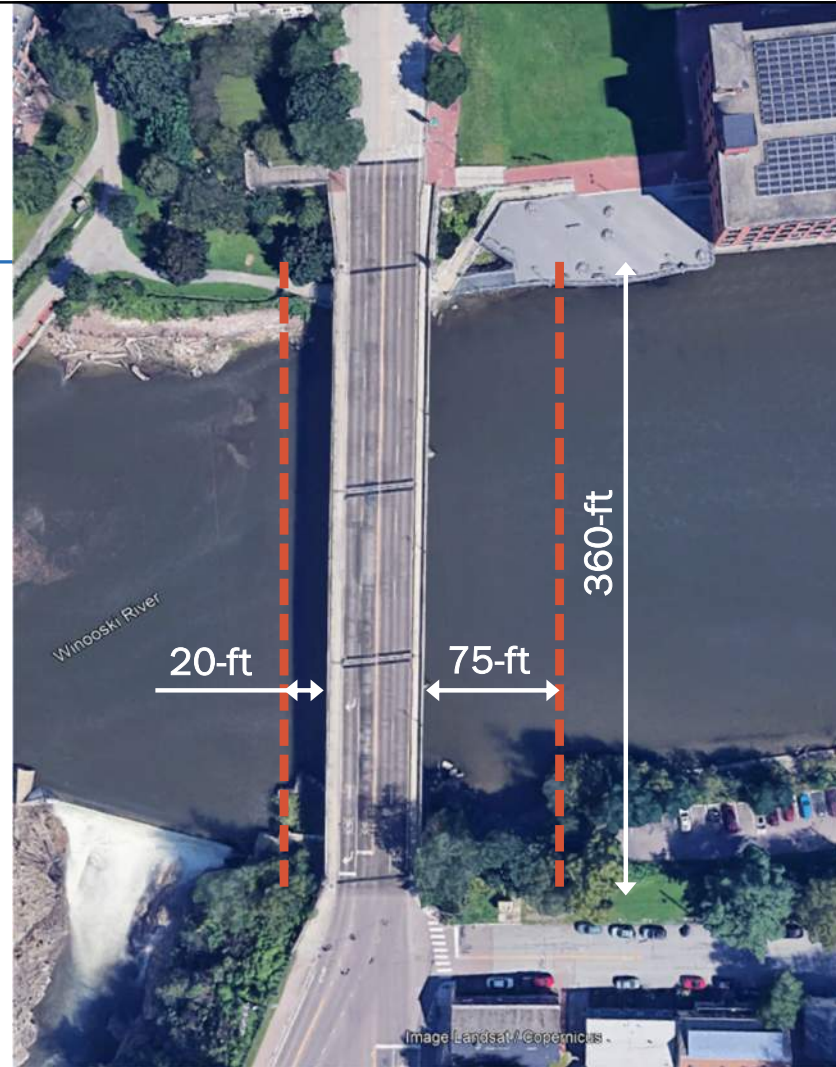
Prescriptive Requirement Examples

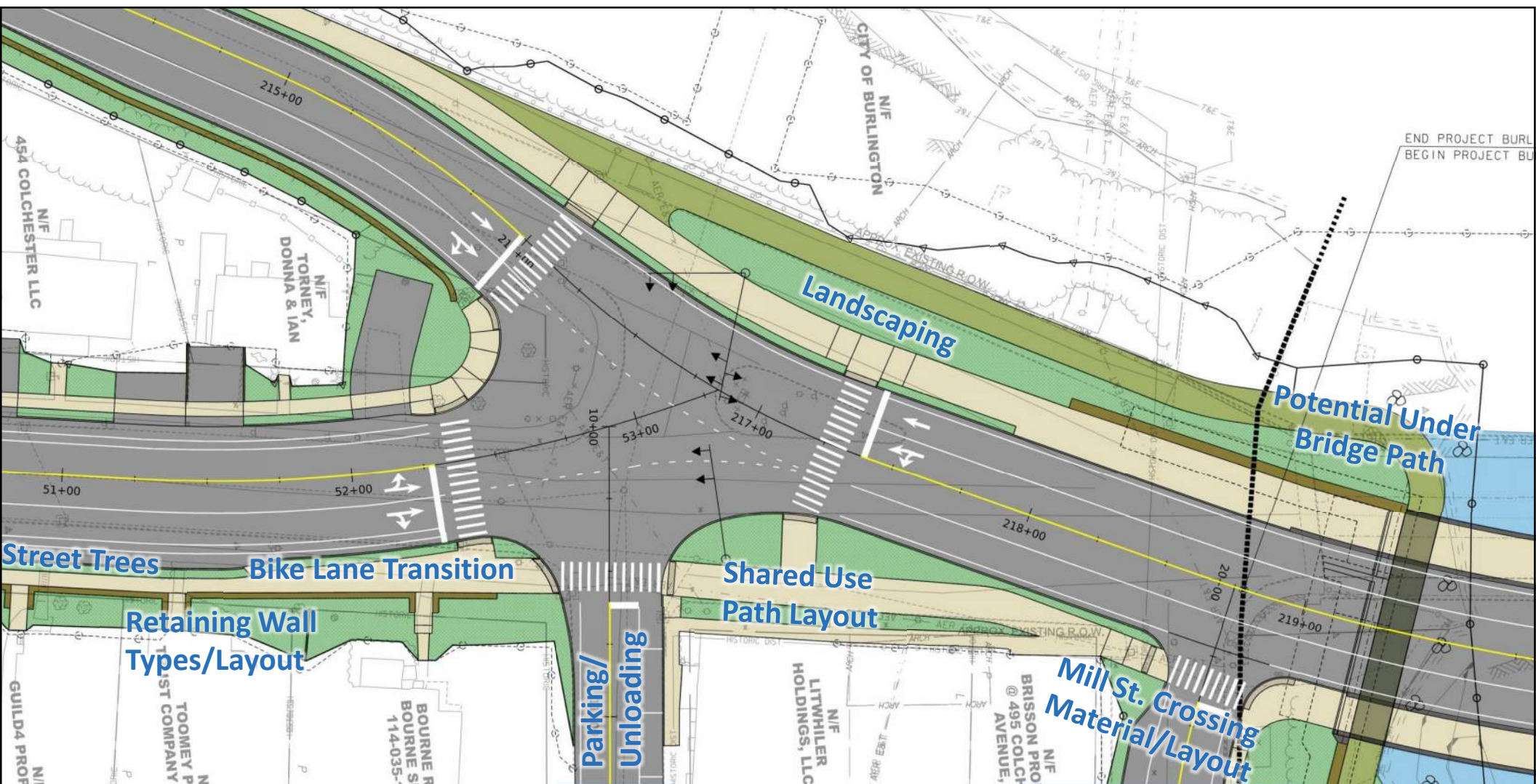
- Bridge Cross Section
- Two Span Bridge
- Minimum Hydraulic Opening
- Historic requirements
- Signalized Intersection



Flexible Requirement Examples

- Approximately 360-ft Long
- Bridge Location/Alignment
- Girder Spacing
- Traffic Control/Schedule
- Pedestrian Phasing
- Sidewalk/greenbelt/shared use path materials
- Stormwater features





Additional Considerations



Conceptual Shifted/Curved Alignment



Conceptual On-Alignment



Intersection View

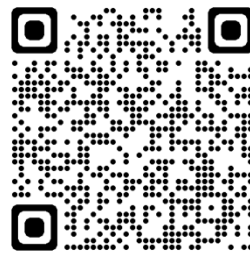
Next Steps



Next Steps

- Public Open House
- Burlington City Council Meeting
- RFQ and RFP Development
- Continued Coordination for:
 - Right of Way
 - Environmental Commitments
 - Utility Relocation

Questions?



<https://burlingtonwinooskibridge.vtransprojects.vermont.gov/>



Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Madeline Suender
Burlington - Winooski Bridge Project and Colchester/Barrett/Riverside Base Technical
 Title/Subject: Concept Approval

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	11/18/2024
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	11/14/2024	Chapin Spencer
Mayor's Office informed and approved memo	Yes	11/13/2024	Joe Magee
Board/Commission, if required	N/A	N/A	N/A
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	N/A	N/A
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	11/13/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	11/13/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	N/A	N/A
CIO, if an IT-related investment/purchase	N/A	N/A	N/A

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Burlington - Winooski Bridge Project and Colchester/Barrett/Riverside Base Technical Concept Approval
Contract Attached, if applicable?	N/A	N/A
Additional Materials, if necessary	Yes	Attachments: 1. BTC Estimate 2. BTC Plans 3. BTC Approval Letter - Burlington – Winooski Bridge BF RAIZ(2) - Colchester/Barrett/Riverside Intersection STP5000(29) 4. Project FAQ Sheet
Draft Resolution or Motion?	N/A	N/A
If for submission to Council, are sponsors identified?	N/A	Information only – no sponsor



Facing W/NW



Facing E

Chace Mill Private ROW



Facing E



Facing E



Facing E



Facing W

Chace Mill Private ROW



Facing E



Facing E



Facing W/NW



Facing E/SE

Chace Mill Private ROW

Facing S towards Barrett



Facing SE @ Barrett/Grove



WINOOSKI BRIDGE & INTERSECTION SUPPLEMENTAL COMMUNICATION – 11/18/24

From: Chapin Spencer

Sent: Monday, November 18, 2024 4:09 PM

To: Chapin Spencer <cspencer@burlingtonvt.gov>; Joe Magee <jmagee@burlingtonvt.gov>

Cc: Laura Wheelock <lwheelock@burlingtonvt.gov>; Madeline Suender <msuender@burlingtonvt.gov>; Robert Goulding <rgoulding@burlingtonvt.gov>; Erin Jacobsen <ejacobsen@burlingtonvt.gov>; Emma Mulvaney-Stanak <emulvaneystanak@burlingtonvt.gov>

Subject: Supplemental Information: Winooski River Bridge and Colchester-Barrett-Riverside Intersection Project

Good Afternoon City Councilors,

We are blind copying you on this communication. In response to some email inquiries over the last few days, we are providing additional information with regards to two key issues raised:

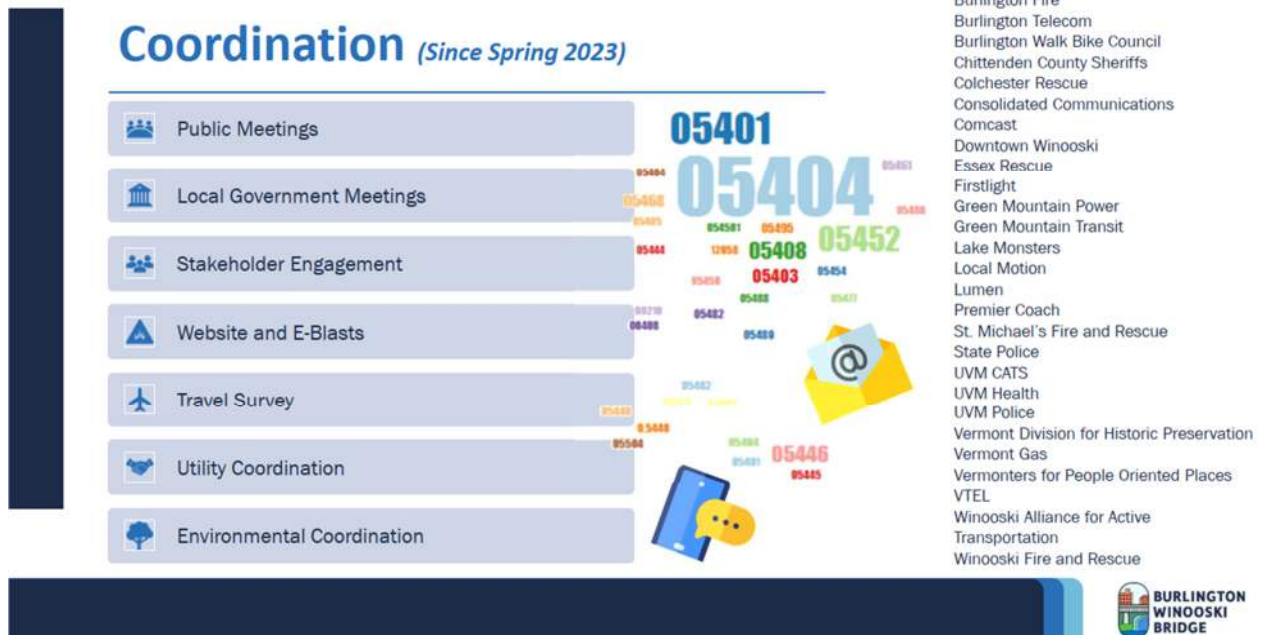
1. Desire for greater detail regarding the outreach completed under the project and specifically with the 1 Mill St (Chace Mill) parcel
2. Consideration of travel lane widths across the new Winooski River bridge

Please find more information to those below:

General Project Outreach

Following the 2019 (Colchester-Barrett-Riverside) COBRI intersection Scoping Study, the current project outreach includes, but is not limited to, the following methods:

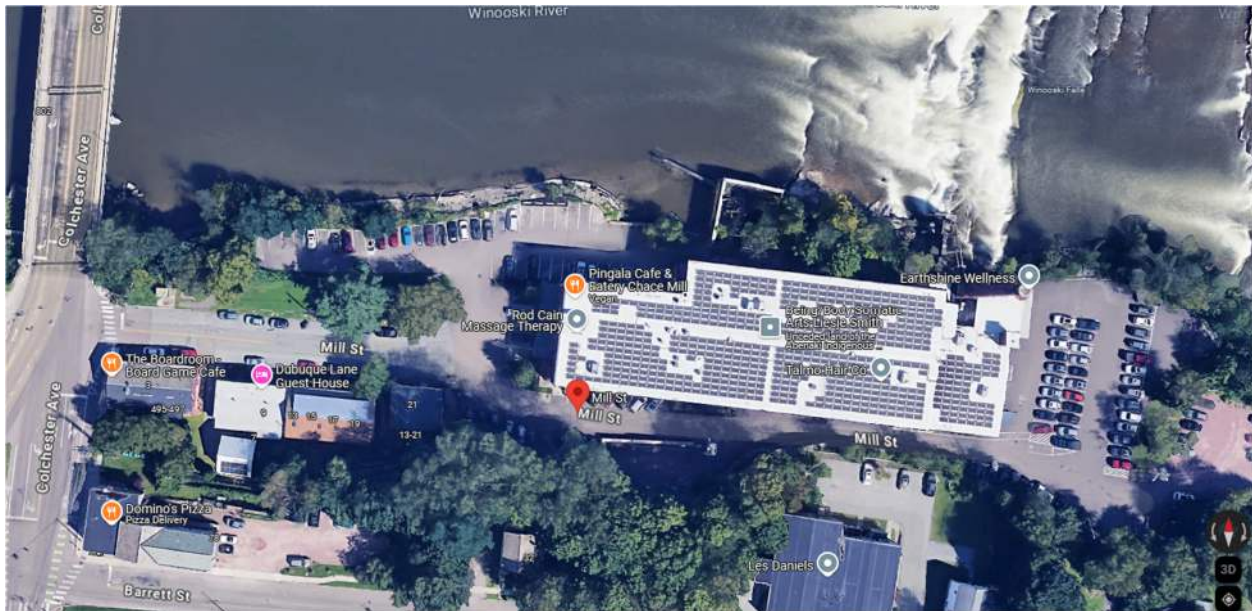
- Project Website (live 7/23) and Branding
 - As of 9/24 - 7,300 users and 14,500 page views
- Project Community Meetings
- Chittenden County-wide FPFs
- Door to door with AALV and high school students (9/23)
 - Four targeted neighborhoods selected by AALV and CCRPC for outreach prior to the first Project Community Meeting
- Standard DPW social media and email updates
- Tabling at Farmers Markets (9/2/23 and 9/3/23)
- Signs in the project area in Burlington and Winooski
- Mailed postcards to every address in the ONE, OEE, City of Winooski
- Shared business contacts from Burlington Workforce and Development for project emails
- Ward 1 NPA
- Stakeholder Group
- Travel Survey (850 responses as of Sept. 2024)
 - Shared by: Vtrans Social, DPW Social, FPF, Large Employers, Local Emergency Services, Transit, Places of Worship, others
- CCRPC Newsletter
- Translated videos with project info
- Property Owner Meetings offered to all impacted properties within project limits
 - These are still being scheduled after a second round of outreach went out to folks we did not hear back from initially



Mill Street Specific Outreach

- The project team has contacted each property owner to discuss project impacts in advance of the ROW phase
- Property Owner Meetings
 - 1 Mill Street – Redstone
 - Held 9/13/23
 - Scheduling in progress for additional meeting
 - 495-497 Colchester Ave
 - Held 6/21/24
 - Not owner occupied
 - 9-11 Mill Street
 - Owner occupied
 - Held 6/20/24
 - 13-21 Mill Street
 - Scheduling in progress
- 1 Mill Street – Redstone
 - 2019 - Linda Letourneau was the Chase Mill property manager on behalf of Redstone/VT Commercial at the time of the COBRI Intersection Scoping Study and was on the Project Advisory Committee.
 - She had perfect attendance of all five PAC meetings.
 - Opposition to turn restrictions coming out of Mill St was voiced during the study which I think is where the peak hours only compromise idea came from.
 - January 20, 2023 – VTrans talked with Dave Schilling on the phone to introduce the project
 - August 2023 – Project team sent out a formal letter and a set of plans requesting a meeting with Redstone.

- September 13, 2023 – Project team met with Dave Schilling at CCRPC to discuss the impacts, access, current design, etc. At this meeting connection with tenants and building occupants was discussed and Redstone had a preference to distribute significant project updates that would have impacts to their tenants to ensure conversations and questions that may pertain to their lease could be answered. They offered to share other notices of project meetings so their project meetings so their tenants or business owners could attend at their own interest.
- Nov 1, 2024 – VTrans Bridge and Intersection Project Managers (Robert Klinefelter, Mike LaCroix) talked to Dave Schilling on the phone regarding the project, Mike reiterated the changes to Mill Street and the overall intersection signalization, and that we would be scheduling another meeting soon.
- November 15, 2024 – Laura Wheelock, City Engineer and City Project Manager talked to Dave Schilling on the phone to set up a time to meet and project details such as Mill St egress.



Mill Street Egress – Right Turn Only

Converting egress from Mill Street to right turns only is called for due to the difficulty and safety concern there will be in making a left turn without a signal. Vehicles exiting Mill Street and desiring to go southbound would first proceed northbound and use the Winooski Circulator to reverse direction. While this may appear to be an inconvenience, the delay associated with attempting to turn left during peak hours is estimated to be more than two minutes (see Table 10) which is comparable to the time it would take to go around the Winooski Circulator. This no left turn condition may be able to be limited to the peak hours only and will require further analysis or monitoring once implemented.

Table 10: Colchester/Mill Intersection Performance with Alternative 1 Improvements

Peak Hour	Movement	V/C ¹	Delay ²	LOS ³
AM	Westbound Left ⁴	0.19	120+	F
	Westbound Right	0.00	11.6	B
	Southbound Left	0.03	1.2	A
PM	Westbound Left ⁴	6.53	120+	F
	Westbound Right	0.15	13.9	B
	Southbound Left	0.01	0.7	A

¹V/C = Volume-to-capacity ratio for movements

²Delay = Average delay expressed in seconds per vehicle

³LOS= Level of Service

⁴ If permitted. Proposed plan prohibits left turns during peak hours.

120+ =Calculated delay is greater than 120 seconds.

Lane Width

In response to the public feedback received regarding narrowed lane width on the bridge, the project team did evaluate this possibility.

- 10.5' lanes will be considered for the on-alignment bridge
- 11' lanes are required for the off-alignment bridge as the curvature requires larger lanes to accommodate large vehicles

The Base Technical Concept (BTC) that we are recommending would therefore have 11' vehicle travel lanes. 11' lanes ensure that trucks will not need to cross into another lane to maneuver across the bridge. 11' lanes are state statute.

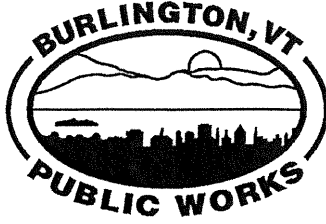
We will be at tonight's City Council meeting to answer any questions.

Best,
Chapin

Chapin Spencer (he/him), Director
Department of Public Works
645 Pine Street, Burlington, VT
www.burlingtonvt.gov/DPW
802-863-9094



Our Mission: To steward Burlington's infrastructure and environment by delivering efficient, effective, and equitable public services.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A
Burlington, VT 05401
802.863.9094 VOICE
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov/dpw

MEMORANDUM

To: City Council
Fr: Laura Wheelock, P.E., Div. Director of Technical Services/City Engineer
Madeline Suender, Public Works Engineer
CC: Chapin Spencer, Director of Public Works
Kara Alnasrawi, Director of Business and Workforce Development
Re: **Great Streets Main Street: Project Updates and Mitigation**
Date: November 18, 2024

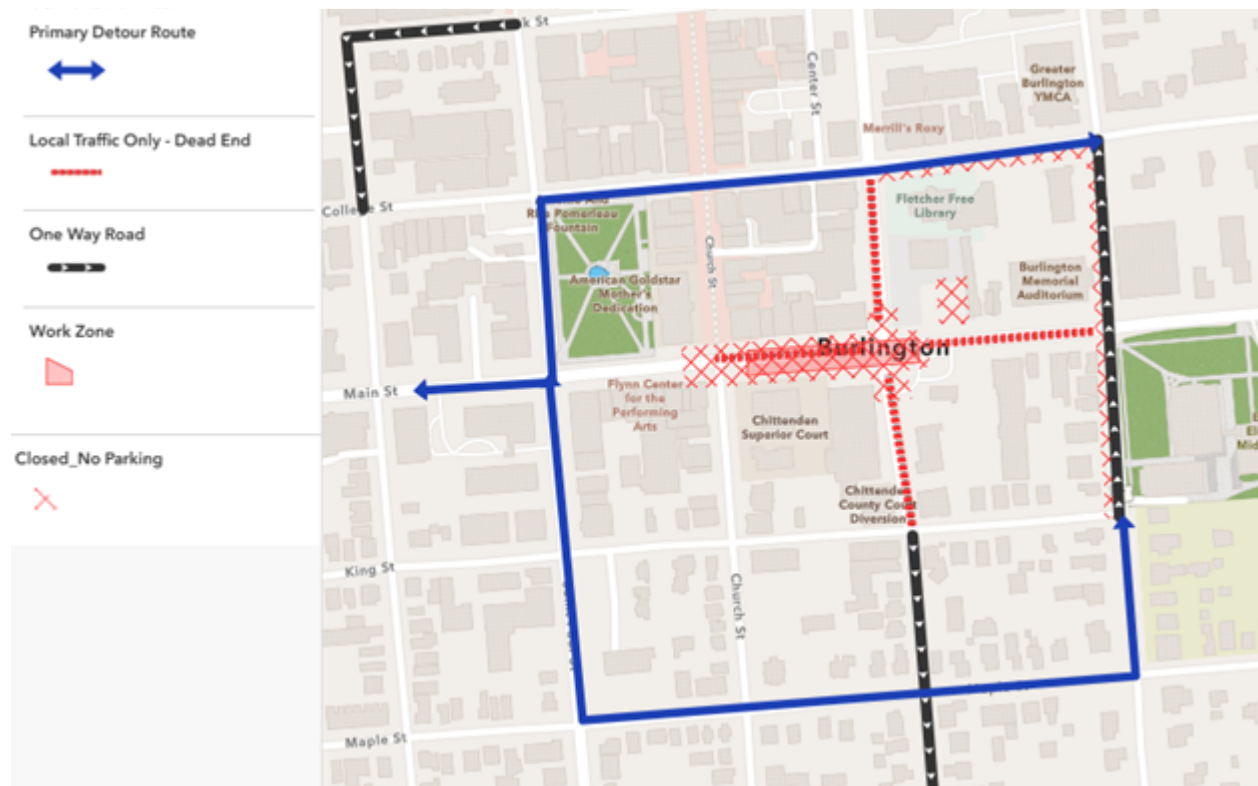
I. CONSTRUCTION UPDATE & SCHEDULE

Main Street construction commenced on February 5, 2024, and has been focused on replacing the sewer main between Pine Street and Church St, placing new sewer for the ravine bypass, and replacing the water main. Work to place the new 48" sewer pipe has been challenging with the depth of the pipe ranging from 13' to 27' below grade, confined rights of way, aging surrounding infrastructure, overhead utilities, and historic adjacent properties.

Upcoming work for this season will continue replacement of water main along Main Street and installation of the ravine sewer bypass piping. It is possible that construction of the large storm water detention vaults along the north side of Main Street could start winter 2024/early 2025. The contractor is anticipated to work throughout the winter of 2024-2025, with an overall contract completion in the fall of 2026.

As early as the week of 12/9/24, SDI will close the intersection of Main and S Winooski Street to continue sewer work. This is anticipated to last up to 8 weeks. This intersection closure will only occur following the Main and Church Street intersection reopening. While the Main/Pine or Main/St Paul intersections may have concurrent work occurring during this period, we anticipate any closures would be smaller in scale and timeframe. Sidewalk access will remain available as it has throughout the project. A delivery and emergency access lane will be maintained on Main Street between S Winooski and Church Street. A Detour Map is shown below.

The timing of this work is unfortunate occurring during the holiday season however the downtown is busy throughout the year and this work would be impactful at any point. We have considered the comments and questions from the public to delay this work until the new year, but pausing the contractor's work will open the City to the liability of incurring significant damages by requesting work to be paused at no fault of the contractor and ultimately result in the completion taking longer by asking them to pause the work.



This map shows the most drastic closure of the intersection. As the work progresses east, parking will reopen on the western side of the block. SDI will work to minimize vehicular impacts and adjust the fence as the work area changes. This will allow for vehicle access and deliveries proximate to the Main and Church Street intersection just west of the work area.

Additional project information can be found on the website: greatstreetsbtv.com

II. MITIGATION STRATEGIES

In an effort to mitigate construction impacts to downtown businesses. The City has been employing various strategies, including:

Subsidized and promotional parking:

- Parking at the Courthouse Plaza Garage (South Winooski Ave. entrance only) continues to be available to offset lost on-street parking at the City rate of \$1.50/hour and space is still highly available. Last month we saw an average of 69 transient parkers per day using the garage in addition to monthly permit and construction-displaced parkers.
- All downtown core parking meters will have a holiday price roll-back to 99 cents / hour from Thanksgiving through New Year's. This promotion was developed in conversations with downtown businesses and was approved by the DPW Commission.

Signage:

- The project team has various signage out which advertise businesses are open during construction. Signage includes:
 - o Construction fence, A-Frames, Street-Scale Signs

Flexible marketing within the right-of-way:

- Offering the ability for businesses along Main St to paint their sidewalk or use sidewalk stickers.
- Offering additional A-Frames to be placed outside of the direct store front area.

City Sponsored Marketing:

- Business Workforce and Development (BWD) received a “Downtown Vibrancy Grant” from the ACCD to support marketing efforts spotlighting businesses and assisting with wayfinding throughout construction.
 - o See example image
- BWD has provided marketing to Main St. Businesses via print, digital, social media, sandwich boards, and banners.

Business Resources Website:

- <https://pz5.4d7.myftpupload.com/business-resources/>

Strategy/Coordination Meetings:

- The project team has and continues to meet with various business owners upon request to strategize/coordinate as issues arise throughout construction.

Maintaining Delivery/Service Access:

- The project team has continued to work with businesses for large and small scale delivery access. This has included flagging trucks, maintaining delivery specific lanes throughout closures, adding loading zones, etc.

Coordinated Water Utility Impacts:

- The project team continues to coordinate known utility impacts with a standard notification 2 weeks in advance followed by targeted 48hr notice. As much as possible, the contractor has worked with businesses to reduce utility impacts during working hours.

Front door access to businesses during construction:

- Open and accessible sidewalks
- Google Map/other GPS navigation keeping up with detours and can be used to get to a destination for ‘local Vermonters.’

Ongoing Communications:

- GSMS Website;
- Weekly Construction Update;
- Targeted Outreach for Business and Property Owners in advance of major impacts;
- Detour Map.



III. BACKGROUND

The public vote in March 2015 authorized the initiative’s first efforts in the City’s Downtown Tax Increment Financing (DT-TIF) District by supporting the borrowing of \$10,000,000 to make new investments in downtown public infrastructure to ensure that Burlington residents have a downtown that is a vibrant, walkable and sustainable urban center. Voters additionally supported the Great Streets Main Street Project at the March 2022 Town Meeting Day public vote with support to secure an additional \$25,920,000 in debt, matching the Vermont Economic Progress Council (VEPC) approved borrowing amount of \$35,920,000. In August 2022, the City then issued Bond Series 2022B in the original principal amount of \$30,120,000, with \$4,261,971 in Premiums received, to support the improvements associated with the Great Streets Main Street project. In March of 2024 the City received authorization from VEPC for the updated project scope and full amount of proceeds and premiums issued with the Bond.

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

11/14/2024

	Meeting Date	Type of Document and Title	Action Requested	Updated Next Steps in the Process
1	2/6/2023	Communication re Ward 2/3 NPA Resolution to Name the New Shelburne Street Roundabout After Tony Redington and Resolution in Support of Big Heavy World Teen Center Proposal for Memorial Auditorium	refer the communication to TEUC and CDNR Committees respectively for further review and engagement	TEUC Item was taken up at the March 2023 meeting. No further action taken
2	3/13/2023	Communication re Ward 5 NPA Steering Committee to Name the New Shelburne Street Roundabout after 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	10/28/2024	Ordinance: ENERGY BENCHMARKING OF SPACE HEATING IN CERTAIN COMMERCIAL PROPERTIES BCO Chapter 8, Art. VII	suspend the rule of sending this to Ordinance Committee and schedule for a second reading before the City Council	12/9/2024



CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS

645 Pine Street
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Underground Utility Review Committee
Wednesday, October 2, 2024, 10am
645 Pine Street Front Conference Room
Online via Zoom

Committee Members Present: Chapin Spencer (Department of Public Works, DPW), Munir Kasti (Burlington Electric Department, BED), Bill Ward (Department of Permitting and Inspections, DPI), Zachary Nersinger (Community and Economic Development Office, CEDO), Jon Adams-Kollitz (Parks, Recreation and Waterfront, BPRW), Sarah Morgan (Office of City Planning, OCP)

Staff Members/Project Team Present: Laura Wheelock (DPW), Julia Ursaki (DPW), Israel Maynard (Stantec), Dave Youlen (Stantec)

Other Members: Paul Nadeau (BED), Stephen Scott (BED), Kim Ianelli (DPI), John Stempek (Consolidated Communications)

Request: Review undergrounding of existing aerial utilities as part of the Street Reconstruction Project on Bank Street

The Department of Public Works is initiating Substantial Street Reconstruction on Bank Street in Burlington, VT under the Great Streets: Reconnecting Bank & Cherry project. As part of the project, and in accordance with Burlington City Ordinance Chapter 27, Section 126: *Regulating the placement of utility facilities below ground*, new and existing utilities are proposed to be located underground. Because Bank Street is outside of the zoning districts noted in subsection (3) *Substantial highway reconstruction*, qualification for undergrounding on Bank Street falls into subsection (4) of the ordinance *Other city streets*, and requires a recommendation from the Underground Utilities Review Committee to place existing facilities below ground.

Project Overview

The Great Streets: Reconnecting Bank & Cherry project will reconstruct all of Bank Street and Cherry Street to the City of Burlington's Great Streets Standards. It also includes building a new block of Pine Street and Saint Paul Street that will reconnect Bank and Cherry Street. Bank Street is designed as a curbless festival street, with an amenity zone separating pedestrians from the travel lanes where streetscape amenities including trees, bike parking, benches, trash cans, and parking kiosks will be located on a paver belt.



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There are currently aerial utilities on the south side of Bank Street on the western-most block only. Utilities are already located underground throughout the remainder of the project area. The existing aerial utilities include Burlington Electric Department (BED), Comcast, Consolidated Communications, Burlington Telecom, VTel, and Lumen.

Undergrounding these aerial utilities is in alignment with the City's Comprehensive plan, which under section 19.7 states "Locate utilities underground in the downtown and waterfront core... to support development, multi-modal access, street tree plantings, and preservation of important view sheds." It also aligns with the Great Streets Standards which state that "These standards follow the Municipal Development Plan guidance that electric, telecom services that are currently aerial within the downtown core are buried when roads are reconstructed. Wherever overhead utilities exist, they should be buried when a block face or more of a street is being reconstructed."

Further, this project is within the Church Street Historic District and will make important aesthetic improvements to the streetscape. It will also improve the tree canopy in the downtown core by providing planting conditions that support mature, healthy trees with soil cells or structural soil.

I. Department Comments and Questions:

CEDO: CEDO asked if there would be less disturbance for initial construction or future work by locating the underground utilities where they are being proposed under the sidewalk versus in the roadway. The project team responded that the location was selected to avoid conflicts with the stormwater main line. CEDO also asked if there was consideration in the design process of proposed utilities for the possibility of installing electric vehicle charging stations for parking spaces in the ROW as part of this project; BED and DPW are collaborating to locate Level 3 chargers in the project area where possible.

BPRW: BPRW appreciates the tree and soil volume considerations. They asked how much this will cost the private utility companies. DPW provided estimates for the civil portion of the work (installing the duct banks).

DPI: Asked about input heard during the public meeting and engagement period. The project team heard input about keeping reasonable access for Green Mountain Transit busses on Cherry Street due to proximity to the Downtown Transit Center and general support for improving the streetscape in this part of the City. We also had discussions with councilors about bicycle facilities, pedestrianizing additional streets, and additional public facilities like drinking water, restrooms, and a safety kiosk.

BED: This undergrounding does not necessarily improve reliability since there are so few power outages in Burlington. Undergrounding utilities comes with its own set of challenges— dealing with water and longer restoration times. They asked if the civil costs for undergrounding for each utility provided by the



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project team assumes each utility undergrounds individually or together. The project team answered that the cost provided were split pro-rata based on the number of conduits anticipated to be used by each utility in the ductbank. BED also discussed that the decorative street lighting design is separate from this undergrounding effort, moving the utility poles underground makes space for Great Streets decorative lighting. Both BED and DPW will work to refine respective cost estimates and explore ways to fund undergrounding costs through the Great Streets: Reconnecting Bank and Cherry project funding.

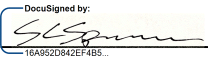
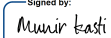
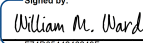
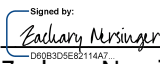
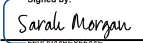
DPW: The team at DPW is committed to working with municipal utilities and making sure we have the best coordination possible as we work through the project. DPW also mentions the curbless street design along Bank Street will reinforce slow speed design.

OCP: No comments.

IV. Recommendation

The Underground Utility Review Committee recommends to City Council, that the right of way on the west block of Bank Street be designated as an underground corridor based on the findings from the committee.

Underground Utility Review Committee Signatures:

Signature	Recommendation (write yes/no)
DocuSigned by:  16A952D842EF4B5 Chapin Spencer, DPW	Yes
Signed by:  C688E30A5B28429 Munir Kasti, BED	Yes
Signed by:  F74D844248248F Bill Ward, DPI	Yes
Signed by:  51F0080808C0472 Jon Adams-Kollitz, BPRW	Yes
Signed by:  D89B3D8E82114A7 Zachary Nersinger, CEDO	Yes
Signed by:  509D04040E8544E Sarah Morgan, OCP	Yes



MEMORANDUM

To: Burlington City Council
Burlington Board of Finance

From: Darren Springer, General Manager
Tim Clancy, Human Resources Manager

Date: November 18, 2024

Subject: Position Updates

Through this memorandum, Burlington Electric Department (BED) respectfully requests that the Board of Finance and City Council approve the following position changes:

1. **Update the minimum of the pay range for the Director of Generation Operations**, a Regular, Full-time, Exempt, Non-Union, Grade M30 position, from (\$122,335.62-\$189,728.45) to (\$138,501.77-\$189,728.45).
2. **Update the minimum of the pay range for the Director of Generation Engineering & Maintenance**, a Regular, Full-time, Exempt, Non-Union, Grade M30 position, from (\$122,335.62-\$189,728.45) to (\$138,501.77-\$189,728.45).
3. **Convert the existing Supervisor of Plant Maintenance**, a Regular, Full-time, Exempt, Non-Union, Grade NS7 (\$73,082.26 -\$119,805.30) position, to a Working Crew Leader Generation Maintenance, a Regular, Full-time, Non-Exempt, Union, Grade F22 (\$68,681.97-\$112,593.55) position. The Working Crew Leader Generation Maintenance position will report to the Director of Generation Engineering & Maintenance.
4. **Update the tiering levels, titles, classifications, and job descriptions for the Electrician 1st Class Production**, a Regular, Full-time, Non-Exempt, Union position to: Electrician Lead Worker Generation, Grade F20 (\$64,916.80-\$106,421.12); Electrician I – Generation, Grade 13 (\$61,280.34-\$100,459.42); Electrician II – Generation, Grade 11 (\$55,282.66-\$90,627.26); and Electrician III – Generation, Grade 9 (\$52,440.54-\$85,499.23).
5. **Update the tiering levels, titles, classifications, and job descriptions for the Engineering Production Technician**, a Regular, Full-time, Non-

Burlington Electric Department
585 Pine Street Burlington, VT 05401
burlingtonelectric.com

Phone 802.658.0300

- Exempt, Union position, to: Generation Technician I, Grade F20 (\$64,916.80-\$106,421.12); Generation Technician II, Grade 13 (\$61,280.34-\$100,459.42); and Generation Technician III, Grade 10 (\$53,423.34-\$87,579.23).
6. **Update the tiering levels, titles, classifications, and job descriptions for the Power Production Technician**, a Regular, Full-time, Non-Exempt, Union position, to: Hydro Generation Technician I, Grade F20 (\$64,916.80-\$106,421.12); Hydro Generation Technician II, Grade 13 (\$61,280.34-\$100,459.42); and Hydro Generation Technician III, Grade 10 (\$53,423.34-\$87,579.23).
 7. **Update the tiering levels, titles, classifications, and job descriptions for the Mechanic 1st Class**, a Regular, Full-time, Non-Exempt, Union position, to: Mechanic I, Grade 12 (\$58,719.65-\$96,261.78); Mechanic II, Grade 11 (\$55,282.66-\$90,627.26); and Mechanic III, Grade 9 (\$52,440.54-\$85,499.23).
 8. **Create tiered job descriptions for the Generation Generalist**, a Regular, Full-time, Non-Exempt, Union position, to allow employees to progress from Generation Generalist II, Grade 5 (\$46,196.59-\$75,732.18) to Generation Generalist I, Grade 7 (\$48,546.58-\$79,584.54).
 9. **Convert the existing Sr. Innovation Project Specialist/Customer Care Representative**, a Regular, Full-Time, Non-Exempt, Union, Grade 9 or 11 (depending on tiered level) position, to a Resource Planner position, a Regular, Full-time, Non-Exempt or Exempt (depending on tiered level), Union, Grade 8, A4, or A6 (depending on tiered level) position reporting to the Director of Policy & Planning.

Position Updates Rationale

BED submits the position updates in this memo to accomplish several key objectives, including adjustments to generation tiered positions, restructuring the management of the generation area (following the retirement of the Supervisor of Plant Maintenance) to flatten the organizational structure and add needed capacity in generation maintenance, and adding capacity in the policy & planning area. The proposed tiering adjustments for the generation maintenance positions are designed to improve the likelihood of recruiting qualified candidates to fill critical vacancies and allow present and future employees to advance to a higher-level position based on additional experience, training, professional development, continuing education, and/or professional licensure.

The Director of Generation Operations position has been vacant since July 26, 2024, and has been posted several times. BED has experienced challenges in recruiting for this position. In consultation with HR, BED is proposing changing the position pay grade M30 to (\$138,501.77-\$189,728.45) to improve the likelihood of recruiting qualified candidates to fill this critical role. There is no impact adjustment in pay for this vacant position in FY25 as a result of this change.

For the Director of Generation Engineering and Maintenance position, we are also recommending changing the position pay grade M30 to (\$138,501.77-\$189,728.45) so

the position will be equitable to the Director of Generation Operations. There is no adjustment in pay for the incumbent as a result of this change.

The vacant Supervisor of Plant Maintenance position would be converted to a Working Crew Leader Generation Maintenance position reporting to the Director of Generation Engineering & Maintenance. This position would provide BED with needed capacity and experience on the generation maintenance team and a backup person for the Winooski One Hydro Power Operator Level 2 duties.

The proposed 1st Class Electrician Production tiered position change creates a four-level progression for this position to allow employees to progress from entry level with less professional experience (Electrician III-Generation), to associate level with a Journeyman Electrician license (Electrician II-Generation), to mid-level with additional experience and a Journeyman Electrician license (Electrician I-Generation), to master level with additional experience and a Master Electrician license (Electrician Lead Worker Generation). The current Electrician 1st Class A employee will be placed in the Electrician I-Generation position.

The proposed Engineering Production Technician tiered position change creates a three-level progression for this position to allow employees to progress from associate level with less professional experience (Generation Technician III), to mid-level with some experience (Generation Technician II), to master level with additional experience and certification in Instrumentation Technician/equivalent certification (Generation Technician I). The current Senior Engineering Technician in the Non-Exempt, Regular, Full-time, Union position, pay Grade 12 (\$49,251.49-\$80,739.98) will be placed in the Generation Technician II position.

The proposed Power Production Technician tiered position change creates a three-level progression for this position to allow employees to progress from associate level with less professional experience (Hydro Generation Technician III), to mid-level with some experience (Hydro Generation Technician II), to master level with additional experience and certification in Instrumentation Technician/equivalent certification (Hydro Generation Technician I). The current Power Production Technician in the Non-Exempt, Regular, Full-time, Union position, pay Grade 12 (\$49,251.49-\$80,739.98) will be placed in the Hydro Generation Technician II position.

The proposed Mechanic 1st Class tiered position change creates a three-level progression for this position to allow employees to progress from associate level with less professional experience (Mechanic III), to mid-level with some experience (Mechanic II), to master level with additional experience and certification in Industrial Maintenance Mechanic/equivalent certification (Mechanic I). There is no adjustment in pay for the incumbent in FY25 as a result of this change.

The Generation Generalist position change creates a two-tiered progression for this position to allow employees to progress from associate level with limited professional experience (Generation Generalist II), to mid-level with some experience (Generation Generalist I). There is no adjustment in pay for the incumbents in FY25 as a result of this change.

The currently vacant Sr. Innovation Project Specialist/Customer Care Representative position would be converted to a Resource Planner position reporting to the Director of Policy & Planning. This position would provide BED with additional capacity to support critical functions including long-term resource planning and energy and REC market interactions, as well as innovative programs to advance Burlington's Net Zero Energy goal, including dynamic rate design and development, demand response/flexible load management, and distributed energy resource management.

We have conferred with the IBEW Union Stewards and Business Manager on all union position changes, and they support the changes without objection.

Overall Financial Impact

The FY25 financial impact on BED will be net positive as shown in Appendix C. This is due to the savings from the vacant Electrician 1st Class A Production and Director of Generation Operations positions. Future budget impacts will depend on the size and frequency of any cost of living or merit increases that may be granted to new hires.

We will attend the November 18, 2024 Board of Finance and City Council meetings to answer any questions or provide additional information. BED's 2023-2024 Strategic Direction is attached as Appendix A. The current organizational chart and proposed changes thereto are attached as Appendices B1 and B2, respectively. The job description changes are attached in Appendices D-I2 as noted below.

Board of Finance & City Council Motions

1. Board of Finance: To approve and recommend approval to the City Council for the following:
 - Update the minimum of the pay range for the Director of Generation Operations, a Regular, Full-time, Exempt, Non-Union, Grade M30 position, from (\$122,335.62-\$189,728.45) to (\$138,501.77-\$189,728.45).
 - Update the minimum of the pay range for the Director of Generation Engineering & Maintenance, a Regular, Full-time, Exempt, Non-Union, Grade M30 position, from (\$122,335.62-\$189,728.45) to (\$138,501.77-\$189,728.45).
 - Convert the existing Supervisor of Plant Maintenance, a Regular, Full-time, Exempt, Non-Union, Grade NS7 (\$73,082.26 -\$119,805.30) position, to a Working Crew Leader Generation Maintenance position, a Regular, Full-time, Non-Exempt, Union, Grade F22 (\$68,681.97-\$112,593.55) position. The Working Crew Leader Generation Maintenance position will report to the Director of Generation Engineering & Maintenance.
 - Update the tiering levels, titles, classifications, and job descriptions for the Electrician Production , a Regular, Full-time, Non-Exempt, Union position, to: Electrician Lead Worker Generation, Grade F20 (\$64,916.80-\$106,421.12); Electrician I – Generation, Grade 13 (\$61,280.34-\$100,459.4240); Electrician II – Generation, Grade 11 (\$55,282.66-\$90,627.26); and Electrician III – Generation, Grade 9 (\$52,440.54-\$85,499.23).

- Update the tiering levels, titles, classifications, and job descriptions for the Engineering Production Technician, a Regular, Full-time, Non-Exempt, Union position, to: Generation Technician I, Grade F20 (\$64,916.80-\$106,421.12); Generation Technician II, Grade 13 (\$61,280.34-\$100,459.42); and Generation Technician III, Grade 10 (\$53,423.34-\$87,579.23).
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 - Convert the existing Sr. Innovation Project Specialist/Customer Care Representative, a Regular, Full-Time, Non-Exempt, Union, Grade 9 or 11 (depending on tiered level) position, to a Resource Planner position, a Regular, Full-time, Non-Exempt or Exempt (depending on tiered level), Union, Grade 8, A4, or A6 (depending on tiered level) position reporting to the Director of Policy & Planning.
2. City Council: To approve the following:
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Thank you for your consideration.



**BURLINGTON
ELECTRIC
DEPARTMENT**

2024–2025 STRATEGIC DIRECTION

MISSION

To serve the energy needs of our customers in a safe, reliable, affordable, sustainable, and socially responsible manner.

VALUES

Safety, Reliability,
Community, Innovation

VISION

Make Burlington a Net Zero Energy city by eliminating fossil fuel usage across the electric, thermal, and ground transportation sectors by strategically electrifying, managing demand, realizing efficiency gains, and expanding local renewable generation while increasing system resilience.

STRATEGIC OBJECTIVES

Engage Customers and Community

Focus on customer first-call resolution to provide exceptional customer care

Increase education and engagement with customers on our Net Zero Energy vision through all communications channels, with a focus on web and social media and video

Ensure programs and services are equitable and fully accessible to all, so all Burlingtonians including people whose primary language is not English and low-to-moderate income, rental, Black, Indigenous, and People of Color (BIPOC), immigrant, and refugee populations can benefit from Net Zero Energy initiatives

Evolve traditional energy efficiency programs to complement strategic electrification efforts, to drive deeper greenhouse gas emissions reductions, help manage peak demand, and improve community resilience and environmental health

Proactively seek customer input, with the help of existing and strategic community partners, and incorporate their input into program design

Strengthen Reliability

Maintain five-year Distribution System and Generation construction plans to accommodate potential load increases due to the Net Zero Energy goals, and design and construct projects to continue to improve safety, reliability, and efficiency

Continue to follow maintenance plans for McNeil Generating Station, Winooski One Hydro, Gas Turbine, and the Distribution System

Take steps to ensure reliable operations through staff succession planning

Ensure consistent fuel supply availability at McNeil based on annual operational strategy and procurement procedures

Implement Outage Management System (OMS) and grid analytics to improve response to system outages, system reliability, and efficiency

Provide website and other educational tools so that customers can evaluate both cost and greenhouse gas emission reduction outcomes from heat pumps, electric vehicles, and other electrification technologies relative to current fuel sources

Invest in Our People, Processes, and Technology

Attract, develop, and retain a diverse workforce with the knowledge, skills, and ability to support BED's Net Zero vision and strategic objectives

Develop a culture of integrity, safety, inclusion, innovation, teamwork, cyber-awareness and continuous learning and improvement

Continually improve internal processes to design and deliver innovative programs and services, maximize operational efficiency and effectiveness, and optimize use of data to inform decision-making

Plan and invest in the technology infrastructure necessary to support BED's mission, vision, and strategic priorities, including multi-year replacement of core business systems

Lead by example in reducing vehicle miles traveled through remote work flexibility, support for multi-modal transportation and carsharing partners, and supporting bicycling (both conventional and e-bikes) through employee programs

Innovate to Reach Net Zero Energy

Advance district energy, battery storage projects, and local renewable energy production including customer-owned and community-based projects

Improve and expand automated demand response capability, with focus on EV charging and thermal, and implement appropriate end-use technologies to manage loads

Advance additional dynamic and creative rates to achieve Net Zero Energy goal

Continue to track and report to the community on progress toward the Net Zero Energy Roadmap goal

Provide clean and affordable transportation fuel through renewable electricity, and invest in and encourage use of the necessary infrastructure to serve customers across all modes of transportation, including electric bikes, electric vehicles, and electric transit buses

Actively participate in City policy processes aimed at reducing greenhouse gas emissions in the ground transportation and building sectors

Build and maximize use of partnerships that provide unique value and

Manage Budget and Risks Responsibly

Create financially responsible and sustainable budgets that balance the need for stable rates, investment in core infrastructure, and strong credit rating factors

Develop and maintain a sustainable debt financing plan for Net Zero Energy to support electrification while mitigating upward rate pressure

Strengthen internal policies and procedures to ensure timely and diligent compliance with risk, safety, financial, environmental, and other legal and regulatory standards

Efficiently and effectively manage procurement of goods and services

Strengthen cybersecurity by investing in advanced technologies, improving threat response processes, and providing continuous staff training to protect our infrastructure and customer data

opportunities to make progress toward Net Zero Energy at a more rapid pace and greater scale

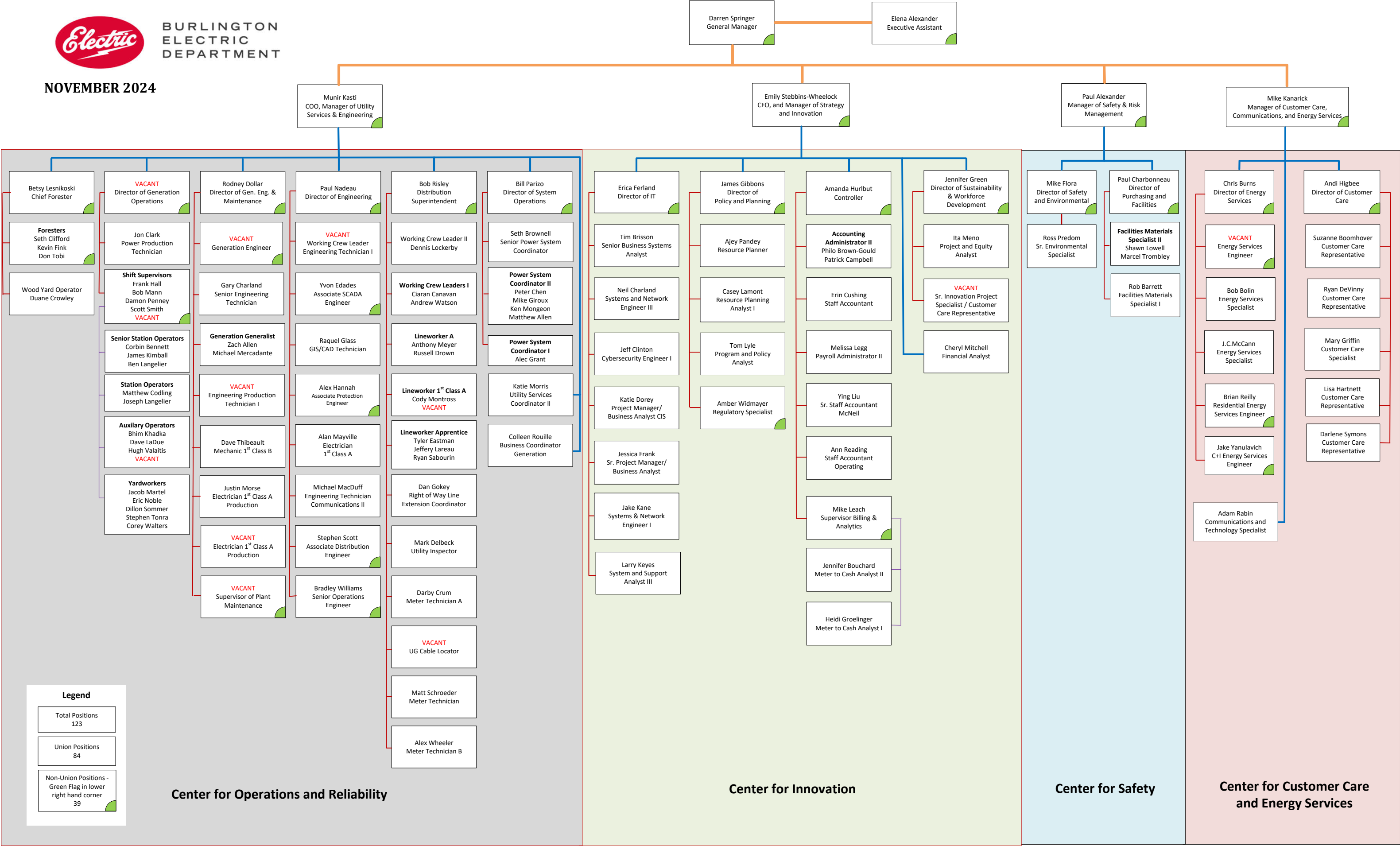
Maintain and invest in quality facilities and use them to pilot and showcase new technologies that advance Net Zero Energy

APPENDIX B1



BURLINGTON
ELECTRIC
DEPARTMENT

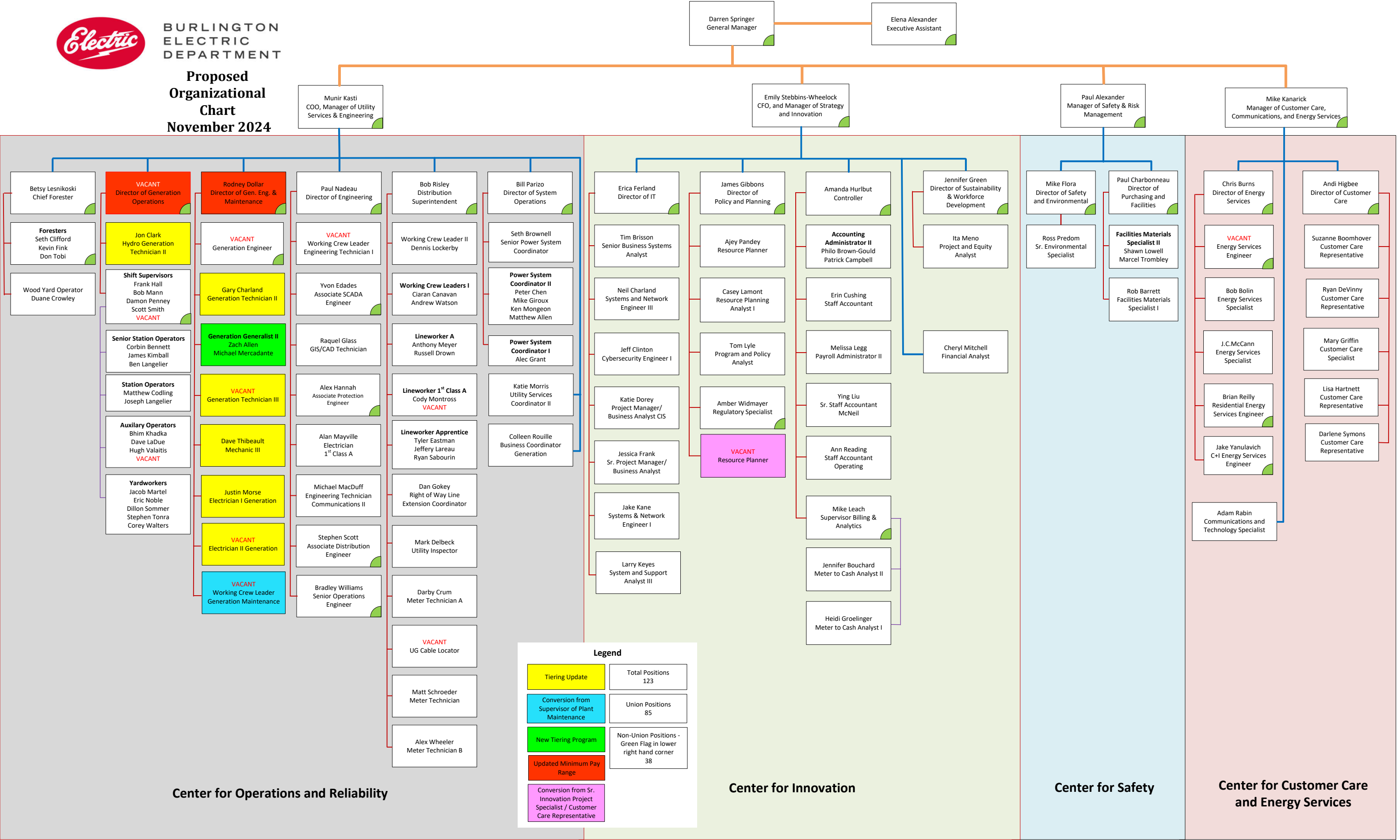
NOVEMBER 2024





BURLINGTON
ELECTRIC
DEPARTMENT

Proposed
Organizational
Chart
November 2024



Ref.#	Change	Area	Current Title	New Title	Current Report	New Report	Filled/Vacant	Current Grade	Current Range	New Grade	New Range	FY25 Budget	FY25 Forecast	Varriance to FY25 Budget, incl Labor Overhead	Employees	Total Difference	BED Cost Allocation	BED FY25 Portion
1	Update tiering, titles & job descriptions	Generation	Electrician 1st Class A - Production	Electrician I - Generation	Supervisor of Plant Maintenance	Director of Generation Engineering and Maintenance	Filled	11	\$55,282.65-\$90,627.26	13	\$61,280.34-\$100,459.42	\$90,627.26	\$93,522	\$3,994	1	\$3,994	50%	\$1,997
1a	Update tiering, titles & job descriptions	Generation	Electrician 1st Class A - Production	Electrician II - Generation	Supervisor of Plant Maintenance	Director of Generation Engineering and Maintenance	Vacant	11	\$55,282.65-\$90,627.26	11	\$55,282.65-\$90,627.26	\$90,627.26	\$90,627	\$0	1	\$0	50%	\$0
2	Update tiering, titles & job descriptions	Generation	Senior Engineering Technician	Generation Technician II	Supervisor of Plant Maintenance	Director of Generation Engineering and Maintenance	Filled	12	\$58,719.65-\$96,261.78	13	\$61,280.34-\$100,459.42	\$96,261.78	\$98,710	\$3,379	1	\$3,379	50%	\$1,690
2a	Update tiering, titles & job descriptions	Generation	Engineering Production Technician I	Generation Technician III	Supervisor of Plant Maintenance	Director of Generation Engineering and Maintenance	Vacant	11	\$55,282.65-\$90,627.26	10	\$53,423.34-\$87,579.23	\$90,627.26	\$87,579	-\$4,206	1	-\$4,206	50%	-\$2,103
3	Update tiering, titles & job descriptions	Generation	Power Production Technician	Hydro Generation Technician II	Supervisor of Plant Maintenance	Director of Generation Engineering and Maintenance	Filled	12	\$58,719.65-\$96,261.78	13	\$61,280.34-\$100,459.42	\$96,261.78	\$98,710	\$3,379	1	\$3,379	50%	\$1,690
4	Update tiering, titles & job descriptions	Generation	Mechanic 1st Class B	Mechanic III	Supervisor of Plant Maintenance	Director of Generation Engineering and Maintenance	Filled	9	\$52440.54-\$85,499.23	9	\$52440.54-\$85,499.23	\$76,068.00	\$76,068	\$0	1	\$0	50%	\$0
5	Update tiering, titles & job descriptions	Generation	Generation Generalist	Generation Generalist II	Supervisor of Plant Maintenance	Director of Generation Engineering and Maintenance	Filled	5	\$46,196.59-\$75,732.18	5	\$46,196.59-\$75,732.18	\$75,732.18	\$75,732	\$0	2	\$0	50%	\$0
6	Convert position	Generation	Supervisor of Plant Maintenance	Working Crew Leader Generation Maintenance	Director of Generation Engineering and Maintenance	Director of Generation Engineering and Maintenance	Vacant	NS7	\$73,082.26-\$119,805.30	F22	\$68,681.97-\$112,593.55	\$21,118	\$21,118	\$0	1	\$0	50%	\$0
7	Adjust Minimum Pay Range	Generation	Director of Generation Engineering and Maintenance	Director of Generation Engineering and Maintenance	Manager of Utility Services and Engineering	Manager of Utility Services and Engineering	Filled	M30	\$122,335.62-\$189,728.45	M30	\$138,501.77-\$189,728.45	\$187,843.00	\$187,843	\$0	1	\$0	55%	\$0
8	Adjust Minimum Pay Range	Generation	Director of Generation Operations	Director of Generation Operations	Manager of Utility Services and Engineering	Manager of Utility Services and Engineering	Vacant	M30	\$122,335.62-\$189,728.45	M30	\$138,501.77-\$189,728.45	\$177,253.00	\$94,074	-\$114,787	1	-\$114,787	65%	-\$74,612
9	Convert position	Policy & Planning	Innovation Specialist & Customer Care Rep	Resource Planner I, II, III	Director of Sustainability & Workforce Development	Director of Policy & Planning	Vacant	9/11	\$55,282.58-\$90,627.24 (grade 11)	8/A4/A6	\$76,721.67-\$125,773.03 (grade A6)	\$14,672.00	\$14,672	\$0	1	\$0	100%	\$0
Total Cost (Savings)																		-\$71,339

APPENDIX D

Working Crew Leader Generation Maintenance
Page 1 of 5

City of Burlington Job Description

Position Title: Working Crew Leader Generation Maintenance

Department: Burlington Electric Department

Reports to: Director of Generation Engineering & Maintenance

Pay Grade: F22 **Job Code:**

Exempt/Non-Exempt: Non-Exempt **Union:** IBEW

General Purpose:

This position is responsible for coordinating, leading, implementing, and reporting on all maintenance activities for all BED generating assets.

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

- Under the direction of the Director of Generation Engineering & Maintenance, schedules and coordinates all work for the generation maintenance team.
- Leads the generation maintenance team in the installation, troubleshooting, maintenance and repair activities.
- Develops a daily work list for BED’s generation maintenance staff.
- Performs equipment inspections and preventive maintenance functions in cooperation with other Generation personnel.
- Conducts routine inspections of generating equipment.
- Maintains all appropriate records for equipment maintenance and machinery.
- Assists turbine representatives and Generation personnel during outages for repair and troubleshooting issues.
- Works closely with the generation engineer, and generation operation and maintenance personnel to determine problems and resolve them with minimum impact on operations.
- Works closely with the generation personnel to design, purchase, and install plant modifications or upgrades.

- Performs safety and procedure checks when work is being performed by outside contractors on maintenance or repairs.
- Responsible for work close out procedures relating to repairs/projects performed by contractors.
- Identifies training needs, assists with the development of a training program for generation maintenance personnel, and train employees as needed.
- Responsible for making sure generation maintenance staff conducts daily tailboard meeting forms for tasks they perform.
- Participates on BED Generation Safety Committee as required.
- Performs safety and procedure checks when work is being performed by employees on maintenance or repairs.
- Assists in preparation of specifications for proposed new equipment. Assists in evaluation of proposals, review design drawings, calculations, and make recommendations.
- Works with Purchasing Department to establish reorder levels to ensure adequate and cost-effective inventory levels.
- Contacts vendors regarding tools, spare parts, and supplies to maintain inventory in support of maintenance activities.
- Prepares purchase requisitions in accordance with purchasing policies and procedures.
- Provides technical instructions and operational recommendations to generation personnel. This includes, but not limited to, annual station overhauls, special projects, etc.
- Responsible for work close out procedures relating to repairs/projects performed by the generation maintenance staff.
- Instructs generation personnel on plant operating systems, use of technical manuals, station operating system software, and technical repairs.
- Learns and performs BED Winooski One Hydroelectric Operator Level 1 and Level 2 qualified duties.
- Learns and performs BED's Gas Turbine Operator L1 and L2 qualified duties.
- Performs the Gas Turbine on call responsibility on a rotating basis by responding to after hour callouts to qualify the Gas Turbine to participate in the ISO-New England Forward Reserve Market ("FRM").
- Assists the Director of Generation Engineering & Maintenance with developing 5-year maintenance and capital plans.

Non-Essential Job Functions:

- Operates heavy equipment including forklift, lift platform and small bucket truck as needed.
- Gives technical tours to general public as required.
- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Must possess an associate degree in engineering or completion of a two-year engineering technical program.
- Five years of experience in power generation operations and maintenance is required, including at least one (1) year of leadership experience.
- Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Must have an Industrial Maintenance Mechanic (IMM) certification, Certified Instrumentation Technician (CIT), a California Water Environment Association (CWEA) Grade II Mechanical Technologist Certification, Master Electricians license, or certificate in boiler/turbine operation or completed at least two (2) college courses in engineering, plant operation, and plant maintenance.
- Ability to obtain and maintain a Certified Utility Safety Professional (CUSP) Power Generation Endorsement certification within two (2) years of date of hire.
- Must have knowledge of the fundamentals of pipefitting, electrical, and mechanical trades.
- Ability to perform complex mathematical calculations is required.
- Ability to understand Generation systems with the insight of interacting components and how those components can affect interrelating systems.
- Must be able to read and understands engineering drawings, wire circuit drawings, control schematics, P&IDs, diagrams, and loop sheets.
- Ability to operate in a Windows based operating environment using word-processing, spreadsheets, emails, and database software required.
- Ability to work with the generation control systems and software is required.
- Ability to obtain and maintain a valid Vermont State Driver's License within three months of date of hire.
- Must have demonstrated abilities in effective leadership, communication, and creation of environments in which employees feel supported, motivated, and highly productive.
- Must have the ability to interact harmoniously with coworkers.
- Ability to work overtime as needed consistent with provisions of the BED/IBEW Collective Bargaining Agreement.
- Ability to participate in various training such as confined space, CPR, First Aid, etc.
- Must pass pulmonary function test.
- Must be in good physical condition.
- Ability to adhere to safety procedures and guidelines, work in confined spaces and elevated areas, and work around energized high voltage equipment as required.
- Must wear proper safety equipment, including, but not limited to: work boots, high voltage rubber gloves, safety glasses, hard hats, respirators, hearing protection devices, and safety harnesses.

- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity, and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move	☒ lifting (occasionally
☒ color perception	distances within and	with assistance)
(red, green, amber)	between	100 pounds
☒ hearing/listening	warehouses/offices	☒ carrying (specify)
☒ clear speech	☒ climbing	50 pounds
☒ touching	☒ ability to mount and	☒ driving (local/over
☒ dexterity	dismount	the road)
☒ hand	forklift/truck	☒ analysis
☒ finger	☒ pushing/pulling	/comprehension
☐ reading - basic	☐ math skills – basic	☒ judgment/decision
☒ reading - complex	☒ math skills –	making
☐ writing - basic	complex	☒ pressurized
☒ writing - complex	☒ clerical	equipment
☐ shift work	☒ outside	☒ moving objects
☒ works alone	☒ extreme heat	☒ high places
☒ works with others	☒ extreme cold	☒ fumes/odors
☒ verbal contact	☒ noise	☒ hazardous materials
w/others	☒ mechanical	☒ dirt/dust
☒ face-to-face contact	equipment	
☒ inside	☒ electrical equipment	

Supervision:

Directly Supervises: 0

Indirectly Supervises: 0

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created 10/29/2024

Electrician ~~1st-Class-A~~ Lead Worker - ~~Production~~Generation
Page 1 of 5

City of Burlington Job Description

Position Title: Electrician ~~1st-Class-A~~ Lead Worker - ~~Production~~ Generation
Department: Burlington Electric Department – McNeil Generating Station
Reports to: ~~Supervisor of Plant~~ Director of Generation Engineering & Maintenance
Pay Grade: ~~13 F20~~ _ **Job Code:** 750
Exempt/Non-Exempt: Non-Exempt **Union:** IBEW

General Purpose: This position is responsible for maintaining and testing all existing electrical and electronic equipment including Programmable Logic Controllers (PLCs) and associated equipment in at BED’s generating facilities. In addition, this position is responsible for installing new equipment as directed.

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.)

- Directs, schedules, and performs maintenance on electrical equipment including preventative maintenance checks at BED’s generating facilities.
- Install, repair, and program all electrical equipment at the plant including high voltage components of the electrostatic precipitator, transformer rectifiers, control adjustments, DC components, supply voltage, breakers, control circuits and electronics, rappers, controls, hopper heaters, level probes and grounds and data and voice communication equipment.
- Maintain, modify, wire, design, and program the programmable logic controllers (PLCs) at BED’s generating facilities.
- Maintains and installs new wiring of any BED generating facility control system, including control panels, CRT, and process computers, etc.
- Install, repair and/or maintain electrical and electronic equipment associated with the high-pressure boiler, turbine, generator, fuel handling, lighting, fire alarm, security, and communications at BED’s generating facilities.
- Perform electrical maintenance on security/surveillance system including closed circuit TV system.
- Performs maintenance on all BED generating facility station heating, ventilating, and air

conditioning systems.

- Operate and maintain various turbines (i.e., jet engines, gas expander turbines, hydro turbines, etc.)
- Perform the Gas Turbine (GT) on call responsibility on a rotating basis by responding to after hour callouts to qualify the GT to participate in the ISO-New England Forward Reserve Market (“FRM”).
- Maintain analog boiler control system.
- Responsible for maintenance, switching and grounding of 13,800-volt electrical equipment within McNeil Generation as required including associated protective devices and breakers.
- Perform manual and remote operation of 35KV equipment at McNeil Generating Station.
- Maintain and modify electrical distribution systems for the production facilities including voltages of 13,800 VAC, 4160 VAC, 480 VAC, 220 VAC, 110 VAC, 125 VDC and lower.
- Perform electrical testing such as meggering, Hipot testing, ground fault testing, emergency lighting, uninterruptible power supply and 125 VDC batteries, and miscellaneous testing on 13.8 KV, 4.16 KV switchgear, high voltage splicing and wire terminations.
- Perform electrical maintenance on station trucks and loaders.
- Contact vendor on equipment related problems or modification.
- Assist Technicians with maintenance and modifications to components of plant instrumentation.
- Perform electrical preventative maintenance checks and maintain equipment records and drawings.
- Participate in the development and implementation of BED’s Electrician Apprentice Program and train new electrician employees. Daily supervision of the Apprentice Electrician and responsibility for his/her on-the-job training and record keeping of such. This position will be held accountable for the Apprentice Training.
- Performs safety inspection and record keeping on all electrical tools.
- Maintains records on electrical equipment, PMS, motors, etc.
- Rebuilds small motors.
- Maintains 125 VDC control and emergency power system.
- ~~Interprets engineering drawings on old and new wiring and P~~roduces as-built drawings of any electrical changes at the station.
- Provides instruction to employees and electrical contractors on electrical equipment at BED’s generating facilities, including but not limited to, annual overhauls, special projects, etc.
- Assists Director of Generation Engineering and Maintenance with planning electrical maintenance required during annual overhauls.
- Assists Director of Generation Engineering and Maintenance with 5 year capital budget and planning.
- Participates in staff meetings to plan for electrical work.

Non-Essential Job Functions:

- Operate heavy equipment including forklift, lift platform and small bucket truck.
- Unload railcars as needed.
- Clean assigned areas as directed
- Perform other duties as required.

Qualifications/Basic Job Requirements:

- ~~Associate degree in Electrical Engineering or related field or certification of completion of a two-year electrical/electronic technical program and a minimum of four years' experience required.~~
- ~~Additional years of experience may be substituted for a degree requirement on a two-for-one-year basis.~~
- A high school diploma or equivalent and a minimum of nine years' experience as a licensed electrician required.
- Satisfactory completion of a recognized apprentice electrician's program required.
- Must possess a Vermont Master Electricians license.
- Must have experience with electronics and programmable logic controllers.
- Must have knowledge of analog and digital circuitry systems.
- Required to possess a valid State of Vermont driver's license.
- Must have the ability to interact harmoniously with co-workers.
- Must be in good physical condition.
- Ability to adhere to safety procedures and guidelines, work in confined spaces, work around energized high voltage equipment, and wear appropriate safety equipment as required.
- Must be able to read and understand engineering drawings, electrical schematic diagrams, and wire circuit drawings.
- Basic computer competency in word processing, spreadsheet and email is required.
- Must have the ability to diagnose, trouble shoot, and fix equipment as needed.
- 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 work overtime as needed consistent with the provisions of the BED/IBEW Collective Bargaining Agreement.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move distances	☒ lifting (occasionally with assistance)
☒ color perception (red, green, amber)	within and between warehouses/offices	100 pounds
☒ hearing/listening	☒ climbing	☒ carrying 50 pounds
☒ clear speech	☒ ability to mount and dismount forklift/truck	☒ driving (local/over the road)
☒ touching	☒ pushing/pulling	
☒ dexterity		
☒ hand		
☒ finger		
☐ reading - basic	☒ math skills - basic	☒ analysis/comprehension
☒ reading - complex	☐ math skills - complex	☒ judgment/decision making
☒ writing - basic	☒ clerical	
☐ writing - complex		
☐ shift work	☒ outside	☒ pressurized equipment
☒ works alone	☒ extreme heat	☒ moving objects
☒ works with others	☒ extreme cold	☒ high places
☒ verbal contact w/others	☒ noise	☒ fumes/odors
☒ face-to-face contact	☒ mechanical equipment	☒ hazardous materials
☒ inside	☒ electrical equipment	☒ dirt/dust

Supervision:

Directly Supervises: _____ Indirectly Supervises: _____

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

(Revised Oct. 2002; Sent to Union 1/29/03; final 2/12/03)

(Revised 12/2007; reclass 01/08/08; sent to union 01/17/08; final 02/04/08)

Electrician ~~1st Class A~~ Lead Worker - ~~Production~~Generation
Page 5 of 5

(Revised 4/20/2017 and reclassified 04/19/2017)

(Revised 11/2017); Revised 8/12/2020; Revised 03/2021; Revised 8/26/22; Revised 12/8/22.

Revised 7/1/2024; Revised 10/31/24.

APPENDIX E2

Electrician I – ~~Generation~~ Production
Page 1 of 4

City of Burlington Job Description

Position Title: Electrician I – ~~Production~~ Generation
Department: Burlington Electric Department – McNeil Generating Station
Reports to: ~~Supervisor~~ Director of ~~Plant~~ Generation Engineering and Maintenance
Pay Grade: 13 **Job Code:**
Exempt/Non-Exempt: Non-Exempt **Union:** IBEW

General Purpose: To install maintain, troubleshoot, repair, and test all electrical and electronic apparatus including Programmable Logic Controllers (PLCs) and associated equipment at BED's Generating facilities.

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.)

- Install, repair, and program all electrical equipment at the plant including high voltage components of the electrostatic precipitator, transformer rectifiers, control adjustments, DC components, supply voltage, breakers, control circuits and electronics, rappers, controls, hopper heaters, level probes and grounds and data and voice communication equipment.
- Maintain, modify, wire, design, and program the programmable logic controllers (PLCs) ~~for the motor control systems and burner management at BED's generating facilities.~~
- Maintains and installs new wiring of any BED generating facility control system, including control panels, CRT, and process computers, etc.
- Install, repair and/or maintain electrical and electronic equipment associated with the high-pressure boiler, turbine, generator, fuel handling, lighting, fire alarm, security, and communications at BED's generating facilities.
- Perform electrical maintenance on security/surveillance system including closed circuit TV system.
- Performs maintenance on all BED generating facility station heating, ventilating, and air conditioning systems.
- Operate and maintain various turbines (i.e., jet engines, gas expander turbines, hydro turbines, etc.).
- Perform the Gas Turbine (GT) on call responsibility on a rotating basis by responding to after

hour callouts to qualify the GT to participate in the ISO-New England Forward Reserve Market (“FRM”).

- Maintain analog boiler control system.
- Performing switching and grounding of 13.8 KV electrical equipment within McNeil Generation as required.
- Perform manual and remote operation of 35KV equipment at McNeil Generating Station.
- ~~Install, repair and/or maintain electrical and electronic equipment associated with the high-pressure boiler, turbine, generator, fuel handling, lighting, fire alarm, security, and communications.~~
- Maintain and modify electrical distribution systems for the production facilities including voltages of 13,800 VAC, 4160 VAC, 480 VAC, 220 VAC, 110 VAC, 125 VDC and lower.
- Perform electrical testing such as meggaring, Hipot testing and safety testing on electric tools, ground faults, emergency lighting, uninterruptable power supply and 125 VDC batteries.
- Perform electrical maintenance on station trucks and loaders.
- Contact vendor on equipment related problems.
- Assist Technicians with maintenance and modifications to components of plant instrumentation.
- Perform electrical preventative maintenance checks and maintain equipment records and drawings.
- Train new electrician employees as required.
- Performs safety inspection and record keeping on all electrical tools.
- Maintains records on electrical equipment, PMS, motors, etc.
- Rebuilds small motors.
- Maintains 125 VDC control and emergency power system.
- Produces as-built drawings of any electrical changes at the station.
- Assists Director of Generation Engineering and Maintenance with planning electrical work required during annual overhauls.

Non-Essential Functions:

- Operate heavy equipment including forklift, lift platform and small bucket truck.
- Unload railcars as needed.
- Clean assigned areas as directed.
- Perform other duties as required.

Qualifications/Basic Job Requirements:

- A high school diploma or equivalent and a minimum of ~~two~~ four years’ experience as a licensed electrician required.

- Satisfactory completion of a recognized apprentice electrician’s program required.
- Must possess a State of Vermont Journeyman Electricians license.
- ~~Must have experience with electronics and programmable logic controllers.~~
- Required to possess a valid State of Vermont driver’s license.
- Must have the ability to interact harmoniously with co-workers.
- Must be in good physical condition.
- Ability to adhere to safety procedures and guidelines, work in confined spaces, work around energized high voltage equipment, and wear appropriate safety equipment as required.
- Must be able to read and understand engineering drawings, electrical schematic diagrams, and wire circuit drawings.
- Basic knowledge of computers and PC based applications.
- 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 work overtime as needed consistent with the provisions of the BED/IBEW Collective Bargaining Agreement.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move distances	☒ lifting (occasionally with assistance)
☒ color perception (red, green, amber)	within and between warehouses/offices	100 pounds
☒ hearing/listening	☒ climbing	☒ carrying 50 pounds
☒ clear speech	☒ ability to mount and dismount forklift/truck	☒ driving (local/over the road)
☒ touching	☒ pushing/pulling	
☒ dexterity		
☒ hand		
☒ finger		
☐ reading - basic	☒ math skills - basic	☒ analysis/comprehension
☒ reading - complex	☐ math skills - complex	☒ judgment/decision making
☒ writing - basic	☒ clerical	

☐ writing - complex		
☐ shift work	☒ outside	☒ pressurized equipment
☒ works alone	☒ extreme heat	☒ moving objects
☒ works with others	☒ extreme cold	☒ high places
☒ verbal contact w/others	☒ noise	☒ fumes/odors
☒ face-to-face contact	☒ mechanical equipment	☒ hazardous materials
☒ inside	☒ electrical equipment	☒ dirt/dust

Supervision:

Directly Supervises: 0 Indirectly Supervises: 0

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created 10/24/24

City of Burlington Job Description

Position Title: Electrician ~~1st-Class-A II~~ – Production Generation
Department: Burlington Electric Department – McNeil Generating Station
Reports to: ~~Supervisor~~ Director of ~~Plant~~ Generation Engineering and Maintenance
Pay Grade: 11 **Job Code:**
Exempt/Non-Exempt: Non-Exempt **Union:** IBEW

General Purpose: To install maintain, troubleshoot, repair, and test all electrical and electronic apparatus including Programmable Logic Controllers (PLCs) and associated equipment at BED's Generating facilities.

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.)

- Install, repair, and program all electrical equipment at the plant including high voltage components of the electrostatic precipitator, transformer rectifiers, control adjustments, DC components, supply voltage, breakers, control circuits and electronics, rappers, controls, hopper heaters, level probes and grounds and data and voice communication equipment.
- Learn to mMaintain, modify, wire, and program the programmable logic controllers (PLCs) at BED's generating facilities for the motor control systems and burner management.
- Maintains and installs new wiring of any BED generating facility control system, including control panels, CRT, and process computers, etc.
- Install, repair and/or maintain electrical and electronic equipment associated with the high-pressure boiler, turbine, generator, fuel handling, lighting, fire alarm, security, and communications at BED's generating facilities.
- Perform electrical maintenance on security/surveillance system including closed circuit TV system.
- Performs maintenance on all BED generating facility station heating, ventilating, and air conditioning systems.
- Operate and maintain various turbines (i.e., jet engines, gas expander turbines, hydro turbines, etc.).
- Perform the Gas Turbine (GT) on call responsibility on a rotating basis by responding to after

hour callouts to qualify the GT to participate in the ISO-New England Forward Reserve Market (“FRM”).

- Maintain analog boiler control system.
- Performing switching and grounding of 13.8 KV electrical equipment within McNeil Generation as required.
- Perform manual and remote operation of 35KV equipment at McNeil Generating Station.
- ~~Install, repair and/or maintain electrical and electronic equipment associated with the high-pressure boiler, turbine, generator, fuel handling, lighting, fire alarm, security, and communications.~~
- Maintain and modify electrical distribution systems for the production facilities including voltages of 13,800 VAC, 4160 VAC, 480 VAC, 220 VAC, 110 VAC, 125 VDC and lower.
- Perform electrical testing such as megging, Hipot testing and safety testing on electric tools, ground faults, emergency lighting, uninterruptable power supply and 125 VDC batteries.
- Perform electrical maintenance on station trucks and loaders.
- Contact vendor on equipment related problems.
- Assist Technicians with maintenance and modifications to components of plant instrumentation.
- Perform electrical preventative maintenance checks and maintain equipment records and drawings.
- Train new electrician employees as required.
- Performs safety inspection and record keeping on all electrical tools.
- Maintains records on electrical equipment, PMS, motors, etc.
- Rebuilds small motors.
- Maintains 125 VDC control and emergency power system.
- Produces as-built drawings of any electrical changes at the station.

Non-Essential Functions:

- Operate heavy equipment including forklift, lift platform and small bucket truck.
- Unload railcars as needed.
- Clean assigned areas as directed.
- Perform other duties as required.

Qualifications/Basic Job Requirements:

- A high school diploma or equivalent ~~and a minimum of two years’ experience required.~~
- Satisfactory completion of a recognized apprentice electrician’s program required.
- Must possess a State of Vermont Journeyman Electricians license.

- ~~Must have experience with electronics and programmable logic controllers.~~
- Required to possess a valid State of Vermont driver's license.
- Must have the ability to interact harmoniously with co-workers.
- Must be in good physical condition.
- Ability to adhere to safety procedures and guidelines, work in confined spaces, work around energized high voltage equipment, and wear appropriate safety equipment as required.
- Must be able to read and understand engineering drawings, electrical schematic diagrams, and wire circuit drawings.
- Basic knowledge of computers and PC based applications.
- 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 work overtime as needed consistent with the provisions of the BED/IBEW Collective Bargaining Agreement.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move distances	☒ lifting (occasionally with assistance)
☒ color perception (red, green, amber)	within and between warehouses/offices	100 pounds
☒ hearing/listening	☒ climbing	☒ carrying 50 pounds
☒ clear speech	☒ ability to mount and dismount forklift/truck	☒ driving (local/over the road)
☒ touching	☒ pushing/pulling	
☒ dexterity		
☒ hand		
☒ finger		
☐ reading - basic	☒ math skills - basic	☒ analysis/comprehension
☒ reading - complex	☐ math skills - complex	☒ judgment/decision making
☒ writing - basic	☒ clerical	
☐ writing - complex		
☐ shift work	☒ outside	☒ pressurized equipment

☒ works alone	☒ extreme heat	☒ moving objects
☒ works with others	☒ extreme cold	☒ high places
☒ verbal contact w/others	☒ noise	☒ fumes/odors
☒ face-to-face contact	☒ mechanical equipment	☒ hazardous materials
☒ inside	☒ electrical equipment	☒ dirt/dust

Supervision:

Directly Supervises: 0 Indirectly Supervises: 0

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

(Revised 11/2017) (Revised 8/12/2020; Revised 03/2021); Revised 8/26/22: Revised 12/8/22;
Revised 10/24/24.:

Electrician ~~1st-Class-B III -- Production Generation~~
Page 1 of 4

City of Burlington Job Description

Position Title: Electrician ~~1st-Class-B III- Generation Production~~
Department: Burlington Electric Department – McNeil Generating Station
Reports to: Supervisor of Plant Maintenance
Pay Grade: 9 **Job Code:**
Exempt/Non-Exempt: Non-Exempt **Union:** IBEW

General Purpose: To install maintain, troubleshoot, repair and test under supervision all electrical and electronic apparatus ~~including Programmable Logic Controllers (PLCs) and~~ associated equipment at BED's Generating facilities.

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

- ~~Assist in the Install~~ install and repair all electrical equipment at the plant including high voltage components of the electrostatic precipitator, transformer rectifiers, control adjustments, DC components, supply voltage, breakers, control circuits and electronics, rappers, controls, hopper heaters, level probes and grounds and data and voice communication equipment.
- ~~Assist in Maintain~~ maintaining and ~~modify~~ modifying the programmable logic controllers (PLCs) at BED's generating facilities.
- ~~Assist in Install~~ installing new wiring ~~of at~~ any BED generating facility control system, including control panels, CRT, and process computers, etc.
- ~~Assist in Install~~ installing, repairing and/or maintaining electrical and electronic equipment associated with the high-pressure boiler, turbine, generator, fuel handling, lighting, fire alarm, security, and communications.
- Maintain analog boiler control system.
- Learn and operate/maintain various turbines (i.e., jet engines, gas expander turbines, hydro turbines, etc.).
- ~~Once qualified, P~~perform the Gas Turbine (GT) on call responsibility on a rotating basis by responding to after hour callouts to qualify the GT to participate in the ISO-New England

Forward Reserve Market (“FRM”).

- ~~Assist in M~~aintain~~ing~~ and ~~modify~~ing electrical distribution systems for the production facilities including voltages of 13,800 VAC, 4160 VAC, 480 VAC, 220 VAC, 110 VAC, 125 VDC and lower.
- ~~Learn and p~~erform~~ing~~ switching and grounding of 13.8KV electrical equipment within McNeil generation as required.
- ~~Learn and P~~erform manual and remote operation of 35KV equipment at McNeil Generating Station.
- Perform electrical testing such as meggaring, Hipot testing and safety testing on electric tools, ground faults, emergency lighting, uninterruptable power supply and 125 VDC batteries.
- Perform electrical maintenance on station trucks and loaders.
- Assist Technicians with maintenance and modifications to components of plant instrumentation.
- Perform electrical preventative maintenance checks and maintain equipment records and drawings.

Non-Essential Functions:

- Operate heavy equipment including forklift, lift platform and small bucket truck.
- Unload railcars as needed.
- Clean assigned areas as directed.
- Perform other duties as required.

Qualifications/Basic Job Requirements:

- A high school diploma or equivalent required.
- Enrolled in or completed a recognized apprentice electrician’s program required.
- Must ~~possess or~~ obtain a State of Vermont Journeyman Electricians license within five years from date of hire.
- ~~Must have experience with electronics and programmable logic controllers.~~
- Required to possess a valid State of Vermont driver’s license.
- Must have the ability to interact harmoniously with co-workers.
- Must be in good physical condition.
- Ability to adhere to safety procedures and guidelines, work in confined spaces, work around energized high voltage equipment, and wear appropriate safety equipment as required.
- Must be able to read and understand engineering drawings, electrical schematic diagrams, and wire circuit drawings.
- Basic knowledge of computers and PC based applications.

- 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 work overtime as needed consistent with the provisions of the BED/IBEW Collective Bargaining Agreement.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move distances	☒ lifting (occasionally with assistance)
☒ color perception (red, green, amber)	within and between warehouses/offices	100 pounds
☒ hearing/listening	☒ climbing	☒ carrying 50 pounds
☒ clear speech	☒ ability to mount and dismount forklift/truck	☒ driving (local/over the road)
☒ touching	☒ pushing/pulling	
☒ dexterity		
☒ hand		
☒ finger		
☐ reading - basic	☒ math skills - basic	☒ analysis/comprehension
☒ reading - complex	☐ math skills - complex	☒ judgment/decision making
☒ writing - basic	☒ clerical	
☐ writing - complex		
☐ shift work	☒ outside	☒ pressurized equipment
☒ works alone	☒ extreme heat	☒ moving objects
☒ works with others	☒ extreme cold	☒ high places
☒ verbal contact w/others	☒ noise	☒ fumes/odors
☒ face-to-face contact	☒ mechanical equipment	☒ hazardous materials
☒ inside	☒ electrical equipment	☒ dirt/dust

Supervision:

Directly Supervises: 0

Indirectly Supervises: 0

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

(Created 11/2017); (Revised 8/12/2020) (Revised 03/2021); Revised 8/26/22; Revised 12/8/22;
Revised 10/24/24

City of Burlington Job Description

Position Title: ~~Engineering Production~~ Generation Technician II

Department: Burlington Electric Department ~~McNeil Generating Station~~

Reports to: ~~Supervisor of Plant~~ Director of Generation Engineering & Maintenance

Pay Grade: ~~13~~ F20 **Job Code:**

Exempt/Non-Exempt: Non-Exempt **Union:** IBEW

General Purpose:

This position is responsible for servicing and maintaining all process control devices at all BED Generating Assets. This position is also responsible for the overall operational duties of the Winooski One Hydro Station.

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.)

- Maintain, calibrate, and repair all process control devices at all BED Generating Assets, including but not limited to: control temperature transmitters and indicators, positioners, transducers, controllers, and recorders, as well as many hydraulic, pneumatic, digital, and analog control systems.
- Conduct routine inspections and tests of operating instruments and controls.
- Maintain all appropriate records for control equipment.
- Maintain documentation established by manufacturers, owners and/or government agencies on instrumentation.
- Maintain all meters and tools used for instrument calibration in accordance with the National Bureau of Standards specifications.
- Contact vendors regarding tools, spare parts, and supplies to maintain inventory in support of instrumentation.
- Maintain and test on a regular basis the metering systems to meet quality control standards.
- Work closely with operating and maintenance personnel to determine problems and resolve

them with minimum impact on operations.

- Maintains, tests, and calibrates portable personal alarm detectors used for the Confined Space Entry Program.
- Works closely with the Generation personnel to design, purchase, and install plant modifications or upgrades.
- Perform equipment inspections and preventive maintenance functions in cooperation with other Generation personnel.
- ~~Perform the Gas Turbine (GT) on call responsibility on a rotating basis by responding to after hour callouts to qualify the GT to participate in the ISO-New England Forward Reserve~~
- Takes lead role on trouble shooting and repair of electronic controls.
- Comprehend the operation and controls of complex systems such as the Regenerative Selective Catalytic Reduction device.
- Assists with turbine representative and -Generation personnel during Steam Turbine Evaluation Program (STEP) and outages for repair and troubleshooting issues.
- Maintains maintenance and records of machinery.
- ~~Responsible for low and high pressure steam trap maintenance.~~
- ~~Unloads railcars as needed.~~
- ~~Gives technical tours to general public as required~~
- ~~Substitute for the Station Operator, Auxiliary and Yard Worker positions as needed.~~ Performs and trains other staff on the duties of BED's Hydro Generation Power Production Technician related to Winooski One Hydro Station.
- Performs BED's Gas Turbine Operator ~~L1 and L2~~ Level 1 and Level 2 qualified duties.
- Perform the Gas Turbine (GT) on call responsibility on a rotating basis by responding to after hour callouts to qualify the GT to participate in the ISO-New England Forward Reserve Market ("FRM").
- Provides back-up for maintenance of Continuous Emissions Monitoring System.
- Instructs station staff on plant Generation operating systems, use of technical manuals, station operating system software, and technical repairs.
- Provides technical instructions and operational recommendations to station Staff. This includes, but not limited to, annual station overhauls, special projects, etc.
- Assists the ~~Supervisor of Plant~~ Director of Generation Engineering & Maintenance with developing 5-year maintenance and capital plans.

Non-Essential Job Functions:

- Perform other duties as required.
- Gives technical tours to general public as required.
- Unloads railcars as needed.

Qualifications/Basic Job Requirements:

- Must possess an associate degree in engineering or ~~certification of~~ completion of a two-year engineering technical program and ~~five~~ nine years ~~of related~~ experience ~~in a position equivalent to Burlington Electric Department Engineering Production Technician I.~~
- Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- ~~One of the following two additional required educational paths:~~
 - ~~With associate degree in engineering, satisfactory completion of at least two (2) college level courses totaling at least six (6) credits in engineering, plant operation, writing, communications, sustainability, or other relevant field with all fields and schools to be approved by supervisor. Additional years of experience will not be substituted for the undergraduate level courses.~~
 - ~~Without associate degree in engineering: satisfactory completion of an undergraduate college certificate in engineering, plant operation, sustainability, business management, project management, or other related field with approval from supervisor. Additional years of experience will not be substituted for the certificate.~~
- Must have a Certified Instrumentation Technician (CIT), Certified Controls System Technician (CCST), Certified Automation Professional (CAP), or equivalent certification.
- Attend a minimum of 16 hours of supervisor approved training every three (3) to five (5) years.
- Must have knowledge of the fundamentals of pipefitting, electrical and mechanical trades.
- Ability to perform complex mathematical calculations is required.
- Ability to understand Generation systems with the insight of interacting components and how those components can affect interrelating systems.
- Must be able to read control schematics and diagrams and draw up loop sheets.
- Ability to work with precision measuring instruments is required.
- Ability to operate in a Windows based operating environment using word-processing, spreadsheets, emails, and database software required.
- Ability to work with the generation control systems and software is required.
- Must have the ability to interact harmoniously with coworkers.
- Ability to work overtime as needed consistent with provisions of the BED/IBEW Collective Bargaining Agreement.
- Ability to remotely operate Winooski One Hydro is required.
- Ability to participate in various training such as confined space, CPR, First Aid, etc.
- Ability to work in uncomfortable environmental conditions.
- Must be able to work independently and prioritize duties.
- Must pass pulmonary function test.
- Must have the ability to wear a respirator.

- Must have the ability to enter a confined space and elevated areas.
- Must be physically and mentally fit.
- Must adhere to safety procedures.
- Must have the ability to operate heavy equipment.
- Must wear proper safety equipment, including, but not limited to; work boots, high voltage rubber gloves, safety glasses, hard hats, respirators, hearing protection devices, and safety harnesses.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity, and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move	☒ lifting (occasionally
☒ color perception	distances within and	with assistance)
(red, green, amber)	between	100 pounds
☒ hearing/listening	warehouses/offices	☒ carrying (specify)
☒ clear speech	☒ climbing	50 pounds
☒ touching	☒ ability to mount and	☒ driving (local/over
☒ dexterity	dismount	the road)
☒ hand	forklift/truck	☒ analysis
☒ finger	☒ pushing/pulling	/comprehension
☐ reading - basic	☐ math skills – basic	☒ judgment/decision
☒ reading - complex	☒ math skills –	making
☐ writing - basic	complex	☒ pressurized
☒ writing - complex	☒ clerical	equipment
☐ shift work	☒ outside	☒ moving objects
☒ works alone	☒ extreme heat	☒ high places
☒ works with others	☒ extreme cold	☒ fumes/odors
☒ verbal contact	☒ noise	☒ hazardous materials
w/others	☒ mechanical	☒ dirt/dust
☒ face-to-face contact	equipment	
☒ inside	☒ electrical equipment	

Supervision:

Directly Supervises: 0

Indirectly Supervises: 0

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created for Tiering 02/2021; Revised 11/2022; Revised 10/28/2024.

City of Burlington Job Description

Position Title: ~~Engineering Production~~ Generation Technician II

Department: Burlington Electric Department ~~McNeil Generating Station~~

Reports to: ~~Supervisor of Plant~~ Director of Generation Engineering & Maintenance

Pay Grade: ~~11~~ 13 **Job Code:**

Exempt/Non-Exempt: Non-Exempt **Union:** IBEW

General Purpose: This position services and maintains all process control devices at all BED Generating Assets. This position will also operate the Winooski One Hydro Station.

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.)

- Maintain, calibrate, and repair all process control devices at all BED Generation Assets, including but not limited to: control temperature transmitters and indicators, positioners, transducers, controllers, and recorders, as well as many hydraulic, pneumatic, digital, and analog control systems.
- Conduct routine inspections and tests of operating instruments and controls.
- Maintain all appropriate records for control equipment.
- Maintain documentation established by manufacturers, owners and/or government agencies on instrumentation.
- Maintain all meters and tools used for instrument calibration in accordance with the National Bureau of Standards specifications.
- Contact vendors regarding tools, spare parts, and supplies to maintain inventory in support of instrumentation.
- Maintain and test on a regular basis the metering systems to meet quality control standards.
- Work closely with operating and maintenance personnel to determine problems and resolve them with minimum impact on operations.
- Maintains, tests, and calibrates portable personal alarm detectors used for the Confined Space Entry Program.
- Works closely with the Generation personnel to design, purchase, and install plant

modifications or upgrades.

- Perform equipment inspections and preventive maintenance functions in cooperation with other Generation personnel.
- ~~Perform the Gas Turbine (GT) on call responsibility on a rotating basis by responding to after hour callouts to qualify the GT to participate in the ISO-New England Forward Reserve~~
- Troubleshoot and repair electronic controls.
- Comprehend the operation and controls of complex systems such as the Regenerative Selective Catalytic Reduction device.
- Assist with turbine representative and Generation personnel during Steam Turbine Evaluation Program (STEP) and outages for repair and troubleshooting issues.
- ~~Performs low and high pressure steam trap maintenance.~~
- Maintains maintenance and records of machinery.
- ~~Unloads railcars as needed.~~
- ~~Give tours to the general public as required.~~
- ~~Learn and substitute for the Station Operator, Auxiliary and Yard Worker positions as needed.~~
- Learn, perform, and then provide training to staff on the duties of BED's Hydro Generation Power Production Technician related to Winooski One Hydro Station.
- ~~Learn and Perform BED's Gas Turbine Operator Level 1 and Level 2 qualified duties. Learn and become qualified to be a Level one operator for BED gas turbine.~~
- Perform the Gas Turbine (GT) on call responsibility on a rotating basis by responding to after hour callouts to qualify the GT to participate in the ISO-New England Forward Reserve Market ("FRM").
- Provides back-up for maintenance of Continuous Emissions Monitoring System.
- Instructs station staff on plant Generation operating systems, use of technical manuals, station operating system software, and technical repairs.

Non-Essential Job Functions:

- Perform other duties as required.
- Unloads railcars as needed.

Qualifications/Basic Job Requirements:

- Must possess an associate degree in engineering or ~~certification of~~ completion of a two-year engineering technical program and a minimum of ~~three~~ four -years' related experience required. ~~This experience includes repair of sensing and control instruments, maintenance of operational systems and understanding of power plant processes.~~
- Additional experience may be substituted for a degree requirement on a two-for-one year basis.

- Must have knowledge of the fundamentals of pipefitting, electrical and mechanical trades.
- Ability to perform basic mathematical calculations is required.
- Ability to understand Generation systems with the insight of interacting components and how those components can affect interrelating systems.
- Must be able to read control schematics and diagrams and draw up loop sheets.
- Ability to work with precision measuring instruments is required.
- Must have the ability to interact harmoniously with coworkers.
- Ability to operate in a Windows based operating environment using word-processing, spreadsheets, emails, and database software required.
- Ability to work with Generation control systems and software is required.
- Ability to work overtime as needed consistent with provisions of the BED/IBEW Collective Bargaining Agreement.
- Ability to remotely operate the Winooski One Hydro Station is required.
- Ability to participate in various training such as confined space, CPR, First Aid, etc.
- Ability to work in uncomfortable environmental conditions.
- Must be able to work independently and prioritize duties.
- Must pass pulmonary function test.
- Must have the ability to wear a respirator.
- Must have the ability to enter a confined space and elevated areas.
- Must be physically and mentally fit.
- Must adhere to safety procedures.
- Must have the ability to operate heavy equipment.
- Must wear proper safety equipment, including, but not limited to; work boots, high voltage rubber gloves, safety glasses, hard hats, respirators, hearing protection devices, and safety harnesses.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity, and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move	☒ lifting (occasionally
☒ color perception	☒ distances within and	☒ with assistance)
☒ (red, green, amber)	☒ between	☒ 100 pounds
☒ hearing/listening	☒ warehouses/offices	☒ carrying (specify)
☒ clear speech	☒ climbing	☒ 50 pounds
☒ touching	☒ ability to mount and	☒ driving (local/over
☒ dexterity	☒ dismount	☒ the road)
☒ hand	☒ forklift/truck	☒ analysis
☒ finger	☒ pushing/pulling	☒ /comprehension
☒ reading - basic	☒ math skills – basic	☒ judgment/decision
☐ reading - complex	☒ math skills –	☒ making
☐ writing - basic	☒ complex	☒ pressurized
☒ writing - complex	☒ clerical	☒ equipment
☐ shift work	☒ outside	☒ moving objects
☒ works alone	☒ extreme heat	☒ high places
☒ works with others	☒ extreme cold	☒ fumes/odors
☒ verbal contact	☒ noise	☒ hazardous materials
☐ w/others	☒ mechanical	☒ dirt/dust
☒ face-to-face contact	☐ equipment	
☒ inside	☒ electrical equipment	

Supervision:

Directly Supervises: 0

Indirectly Supervises: 0

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created for Tiering 02/2021; Revised 11/22; Revised 10/28/2024.

City of Burlington Job Description

Position Title: ~~Engineering Production~~ Generation Technician III

Department: Burlington Electric Department ~~McNeil Generating Station~~

Reports to: ~~Supervisor of Plant~~ Director of Generation Engineering & Maintenance

Pay Grade: 10 **Job Code:**

Exempt/Non-Exempt: Non-Exempt **Union:** IBEW

General Purpose: This position services and maintains all process control devices at all BED Generating Assets. This position will also operate the Winooski One Hydro Station.

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.)

- Maintain, calibrate, and repair all process control devices at all BED Generation Assets, including but not limited to: control temperature transmitters and indicators, positioners, transducers, controllers, and recorders, as well as many hydraulic, pneumatic, digital, and analog control systems.
- Conduct routine inspections and tests of operating instruments and controls.
- Maintain all appropriate records for control equipment.
- Maintain documentation established by manufacturers, owners and/or government agencies on instrumentation.
- Maintain all meters and tools used for instrument calibration in accordance with the National Bureau of Standards specifications.
- Contact vendors regarding tools, spare parts, and supplies to maintain inventory in support of instrumentation.
- Maintain and test on a regular basis the metering systems to meet quality control standards.
- Work closely with operating and maintenance personnel to determine problems and resolve them with minimum impact on operations.
- Maintains, tests, and calibrates portable personal alarm detectors used for the Confined Space Entry Program.
- Works closely with the Generation personnel to design, purchase, and install plant

modifications or upgrades.

- Perform equipment inspections and preventive maintenance functions in cooperation with other Generation personnel.
- ~~Perform the Gas Turbine (GT) on call responsibility on a rotating basis by responding to after hour callouts to qualify the GT to participate in the ISO-New England Forward Reserve~~
- Troubleshoot and repair electronic controls.
- Comprehend the operation and controls of complex systems such as the Regenerative Selective Catalytic Reduction device.
- Assist with turbine representative and Generation personnel during Steam Turbine Evaluation Program (STEP) and outages for repair and troubleshooting issues.
- Maintains maintenance and records of machinery.
- ~~Performs low and high pressure steam trap maintenance.~~
- ~~Unloads railcars as needed.~~
- ~~Give tours to the general public as required.~~
- ~~Learn and substitute for the Station Operator, Auxiliary and Yard Worker positions as needed.~~
- Learn; and perform; and then provide training to staff on the duties of BED's Power Production- Hydro Generation Technician related to Winooski One Hydro Station.
- Learn and become qualified ~~to be a~~ Level one operator for BED gas turbine.
- Once qualified, perform the Gas Turbine (GT) on call responsibility on a rotating basis by responding to after hour callouts to qualify the GT to participate in the ISO-New England Forward Reserve Market ("FRM").
- ~~Assist in the Provides back-up for~~ maintenance of Continuous Emissions Monitoring System.

Non-Essential Job Functions:

- Perform other duties as required.
- Unloads railcars as needed.

Qualifications/Basic Job Requirements:

- Must possess an associate degree in engineering or ~~certification of~~ completion of a two-year engineering technical program ~~and a minimum of three years' experience required. This experience includes repair of sensing and control instruments, maintenance of operational systems and understanding of power plant processes.~~
- Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- ~~Must have Ability to learn knowledge of~~ the fundamentals of pipefitting, electrical and mechanical trades is required.
- Ability to perform basic mathematical calculations is required.

- Ability to understand Generation systems with the insight of interacting components and how those components can affect interrelating systems.
- Must be able to read control schematics and diagrams ~~and draw up loop sheets.~~
- Ability to work with precision measuring instruments is required.
- Must have the ability to interact harmoniously with coworkers.
- Ability to operate in a Windows based operating environment using word-processing, spreadsheets, emails, and database software required.
- Ability to work with Generation control systems and software is required.
- Ability to work overtime as needed consistent with provisions of the BED/IBEW Collective Bargaining Agreement.
- Ability to remotely operate the Winooski One Hydro Station is required.
- Ability to participate in various training such as confined space, CPR, First Aid, etc.
- Ability to work in uncomfortable environmental conditions.
- Must be able to work independently and prioritize duties.
- Must pass pulmonary function test.
- Must have the ability to wear a respirator.
- Must have the ability to enter a confined space and elevated areas.
- Must be physically and mentally fit.
- Must adhere to safety procedures.
- Must have the ability to operate heavy equipment.
- Must wear proper safety equipment, including, but not limited to; work boots, high voltage rubber gloves, safety glasses, hard hats, respirators, hearing protection devices, and safety harnesses.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity, and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move	☒ lifting (occasionally
☒ color perception	distances within and	with assistance)
(red, green, amber)	between	100 pounds
☒ hearing/listening	warehouses/offices	☒ carrying (specify)
☒ clear speech	☒ climbing	50 pounds
☒ touching	☒ ability to mount and	☒ driving (local/over
☒ dexterity	dismount	the road)
☒ hand	forklift/truck	☒ analysis
☒ finger	☒ pushing/pulling	/comprehension
☒ reading - basic	___ math skills – basic	☒ judgment/decision
___ reading - complex	☒ math skills –	making
___ writing - basic	complex	☒ pressurized
☒ writing - complex	☒ clerical	equipment
___ shift work	☒ outside	☒ moving objects
☒ works alone	☒ extreme heat	☒ high places
☒ works with others	☒ extreme cold	☒ fumes/odors
☒ verbal contact	☒ noise	x hazardous materials
w/others	☒ mechanical	☒ dirt/dust
☒ face-to-face contact	equipment	
☒ inside	☒ electrical equipment	

Supervision:

Directly Supervises: 0

Indirectly Supervises: 0

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created for Tiering 02/2021; Revised 11/22; Revised 10/31/2024.

APPENDIX G1

~~Senior Power Production~~ Hydro Generation Technician I

Page 1 of 5

City of Burlington Job Description

Position Title: ~~Senior Power Production~~ Hydro Generation Technician I

Department: Burlington Electric Department- Generation

Reports to: Director of Generation Operations

Pay Grade: ~~13F20~~ **Job Code:** ~~XXX~~

Exempt/Non-Exempt: Non-Exempt **Union:** IBEW

General Purpose:

This position is ~~primarily~~ responsible for the overall operation and maintenance of the Winooski One Hydro Station. This position coordinates all aspects of plant operation and production of electricity in a safe, efficient, and environmentally sound manner.

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.)

- Operate all Control Room equipment that controls the turbines, generators, dam controls, and all other power generation systems.
- Inspect, monitor, and operate Station equipment to ensure proper operating conditions.
- Ensure Station is operating within local, State, and Federal permitted limits for fishing programs, flow conditions, and quality control.
- Responsible for following proper lock-out, tag-out procedures and the safe operation of breakers, as outlined in BED’s Accident Prevention Manual.
- Monitor all personnel access to the Station.
- Monitor and maintain lubrication systems on all plant equipment.
- Maintain record of plant operational parameters, Daily Checklist, and Weekly Reports.
- Notify appropriate personnel of unusual occurrences or operating problems.
- Keep abreast and adhere to all Station safety policies and procedures.
- Train all Shift Supervisors semi-annually on the Winooski One Hydro Generating Stations control systems and train other personnel as needed.
- Responsible for keeping the Station clean.
- Lead the scheduling and implementation of the preventative maintenance program.

- Maintain Maintenance Order System for the facility including prioritizing maintenance requests and ensuring adequate equipment and materials.
- Lead the planning, scheduling and implementation of all maintenance activities for the scheduled Annual Outage, including any Major Overhaul.
- Establish reorder levels for plant to ensure adequate and cost-effective inventory levels.
- Recommend the purchase of spare parts, equipment replacements, lubricants, and tools for the Winooski One Hydro Station.
- ~~Attend weekly staff meetings.~~
- Submit daily production calculations.
- Monitor weather and river flow conditions.
- Work after hours as needed to maintain the operation of the plant.
- Answer telephone calls after hours as needed to maintain the operation of the plant.
- Work with contractors to perform annual service as required for the Station equipment including; turbines, generators, breakers, relays, high voltage connections, hydro rake, pressure vessels, boilers, and hoists.
- Perform tours of the facility.
- Responsible for operating the fish programs according to permitting parameters; conducting fish lifts, equipment maintenance and cleaning, tagging, and processing of fish, and transportation.
- Responsible for keeping the intakes clean and free of debris.
- ~~Fill in at~~ Assist with the McNeil Station ~~in the maintenance and operation departments~~ as needed.
- ~~Monitor and maintain water chemistry and water treatment activities at McNeil Station including receipt of treatment chemicals.~~
- Ensure the hydro station is in compliance with any and all State and Federal codes and regulations.

Non-Essential Job Functions:

- Perform other related duties as required.
- Unload railcars at the McNeil Plant as needed.

Qualifications/Basic Job Requirements:

- Associate degree in engineering or related field completion of a two-year engineering technical program and nine years of related experience.
- Additional relevant experience may be substituted for a degree requirement on a two-for-one year basis.
- ~~One of the following two additional required educational paths:~~

- ~~○ with associate degree: satisfactory completion of at least two (2) undergraduate-level courses totaling at least six (6) credits in the fields of engineering, plant operation, writing, communications, sustainability, or other relevant field with all fields and schools to be approved by supervisor. Additional years of experience will not be substituted for the undergraduate-level courses.~~
- ~~○ No associate degree: satisfactory completion of Undergraduate Certificate in field of Engineering, Plant Operation, Sustainability, Business Management, Project Management, or other related field. Additional years of experience will not be substituted for the Undergraduate Certificate.~~
- Must have a Certified Instrumentation Technician (CIT), Certified Controls System Technician (CCST), Certified Automation Professional (CAP), or equivalent certification.
- ~~A minimum of five years of experience in a position equivalent to Burlington Electric Department Power Production Technician position.~~
- Attend a minimum of 16 hours of supervisor approved training every three (3) to five (5) years.
- Basic knowledge of Hydrology, hydraulics, lubrication, electricity and electronics, control logic, gas turbines, biomass facilities, and engineering units required.
- Ability to perform basic mathematical calculations is required.
- Must be able to read and understand engineering drawings, electrical schematic diagrams, and wire circuit drawings.
- Ability to successfully respond to Station emergencies is required.
- Ability to operate in a Windows based operating environment using word-processing, spreadsheets, emails, and database software required.
- Must be able to work with minimal supervision.
- Ability to communicate effectively, both orally and in writing, required.
- Must have the ability to interact harmoniously with co-workers, vendors, and the public.
- Ability to participate in various training including confined space training, CPR, First Aid, and all required training.
- Must pass a Pulmonary Function Test.
- Must have the ability to enter a confined space and elevated areas.
- Must be able to work independently and prioritize duties.
- Ability to establish and maintain good relations with co-workers.
- Ability be able to listen to and appropriately react to a supervisor's feedback and incorporate said feedback to improve employee performance.
- Must have the ability to operate heavy equipment.
- Ability to diagnose, trouble shoot, and fix equipment as needed.
- Ability to respond to call out conditions and remotely operate the Station is required.
- Ability to work with the generation control systems and software is required.

- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to work overtime as needed consistent with the provisions of the BED/IBEW Collective Bargaining Agreement.

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 (with assistance) (100 pounds)
X	hearing/listening	X	carrying (50 pounds)
X	clear speech	X	Climbing
X	touching	X	Driving
X	dexterity x hand x finger	X	ability to mount and dismount forklift
X	reading – basic	X	pushing/pulling
X	reading – complex		shift work
X	math skills – basic	X	moving objects
	math skills – complex	X	pressurized equipment
X	writing – basic	X	extreme heat
X	writing – complex	X	extreme cold
X	analysis/comprehension	X	high places
X	judgment/decision making	X	Noise
X	clerical	X	fumes/odors
X	inside	X	dirt/dust
X	outside	X	hazardous materials
X	works alone	X	electrical equipment
X	works with others	X	mechanical equipment
X	face-to-face contact		
X	verbal contact w/others		

Supervision:

Directly Supervises: __ 0 __

Indirectly Supervises: __ 0 __

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Creation Date or Revised Date: 11/2019; Revised 03/2021; 8/25/22; Revised 6/6/23. Revised 10/28/2024.

APPENDIX G2

~~Power Production Hydro Generation~~ Technician II
Page 1 of 4

City of Burlington Job Description

Position Title: ~~Power Production~~ Hydro Generation Technician II

Department: Burlington Electric Department- Generation

Reports to: Director of Generation Operations

Pay Grade: 13 **Job Code:** XXX

Exempt/Non-Exempt: Non-Exempt **Union:** IBEW

General Purpose:

This position ~~is primarily responsible for the overall operation of~~ operates and maintains the Winooski One Hydro Station. This position coordinates all aspects of plant operation and production of electricity in a safe, efficient, and environmentally sound manner.

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.)

- Operate all Control Room equipment that controls the turbines, generators, dam controls, and all other power generation systems.
- Inspect, monitor, and operate Station equipment to ensure proper operating conditions.
- Ensure Station is operating within local, State, and Federal permitted limits for fishing programs, flow conditions, and quality control.
- Responsible for following proper lock-out, tag-out procedures and the safe operation of breakers, as outlined in BED’s Accident Prevention Manual.
- Monitor all personnel access to the Station.
- Monitor and maintain lubrication systems on all plant equipment.
- Maintain record of plant operational parameters, Daily Checklist, and Weekly Reports.
- Notify appropriate personnel of unusual occurrences or operating problems.
- Keep abreast and adhere to all Station safety policies and procedures.
- Train all Shift Supervisors semi-annually on the Winooski One Hydro Generating Stations control systems and train other personnel as needed.
- Responsible for keeping the Station clean.
- Assist the Director of Generation Operations ~~Senior Generation Engineer~~ with scheduling and implementing a program of preventative maintenance.

- Maintain Maintenance Order System for the facility including prioritizing maintenance requests and ensuring adequate equipment and materials.
- Assist the ~~Senior Generation Engineer~~ Director of Generation Operations with planning, scheduling, and implementing the maintenance activities for the scheduled Annual Outage including any major overhaul.
- Establish reorder levels for plant to ensure adequate and cost-effective inventory levels.
- Recommend the purchase of spare parts, equipment replacement, lubricants, and tools for the Winooski One Hydro Station.
- ~~Attend weekly staff meetings.~~
- Submit daily production calculations.
- Monitor weather and river flow conditions.
- Work after hours as needed to maintain the operation of the plant.
- Answer telephone calls after hours as needed to maintain the operation of the plant.
- Work with contractors to perform annual service as required for the Station equipment including; turbines, generators, breakers, relays, high voltage connections, hydro rake, pressure vessels, boilers, and hoists.
- Perform tours of the facility.
- ~~Responsible for operating~~ Operate the fish programs according to permitting parameters; conducting fish lifts, equipment maintenance and cleaning, tagging, and processing of fish, and transportation.
- Responsible for keeping the intakes clean and free of debris.
- ~~Assist with~~ Fill in at the McNeil Station ~~in the~~ maintenance ~~and operation~~ departments as needed.
- ~~Monitor and maintain water chemistry and water treatment activities at McNeil Station including receipt of treatment chemicals.~~
- Assist the Director of Generation Operations ~~Senior Generation Engineer~~ in ensuring the hydro station is in compliance with any and all State and Federal codes and regulations.

Non-Essential Job Functions:

- Perform other related duties as required.
- Unload railcars at the McNeil Plant as needed.

Qualifications/Basic Job Requirements:

- Associates Degree in engineering or completion of a two-year engineering technical program related field and four years of related experience.
- Additional experience may be substituted for a degree requirement on a two-for-one year basis.

- ~~Must have three years of relevant plant operation experience required.~~
- Ability to perform basic mathematical calculations is required.
- Must be able to read and understand engineering drawings, electrical schematic diagrams, and wire circuit drawings.
- Ability to successfully respond to Station emergencies is required.
- Ability to operate in a Windows based operating environment using word-processing, spreadsheets, emails, and database software required.
- Must be able to work with minimal supervision.
- Ability to communicate effectively, both orally and in writing, required.
- Must have the ability to interact harmoniously with co-workers, vendors, and the public.
- Ability to participate in various training including confined space training, CPR, First Aid, and all required training.
- Must pass a Pulmonary Function Test.
- Must have the ability to enter a confined space and elevated areas.
- Must be able to work independently and prioritize duties.
- Ability to establish and maintain good relations with co-workers.
- Ability to listen to and appropriately react to a supervisor's feedback and incorporate said feedback to improve employee performance.
- Must have the ability to operate heavy equipment.
- Ability to diagnose, trouble shoot, and fix equipment as needed.
- Ability to respond to call out conditions and remotely operate the Station is required.
- Ability to work with the generation control systems and software is required.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to work overtime as needed consistent with the provisions of the BED/IBEW Collective Bargaining Agreement.

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
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X	color perception (red, green, amber)	X	Lifting (with assistance) (100 pounds)
X	hearing/listening	X	carrying (50 pounds)
X	clear speech	X	Climbing
X	Touching	X	Driving
X	dexterity x hand x finger	X	ability to mount and dismount forklift
X	reading – basic	X	pushing/pulling
X	reading – complex		shift work
X	math skills – basic	X	moving objects
	math skills – complex	X	pressurized equipment
X	writing – basic	X	extreme heat
X	writing – complex	X	extreme cold
X	analysis/comprehension	X	high places
X	judgment/decision making	X	Noise
X	clerical	X	fumes/odors
X	inside	X	dirt/dust
X	outside	X	hazardous materials
X	works alone	X	electrical equipment
X	works with others	X	mechanical equipment
X	face-to-face contact		
X	verbal contact w/others		

Supervision:

Directly Supervises: 0 Indirectly Supervises: 0

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Creation Date or Revised Date: 05/2017; Revised 11/2019; Revised 03/2021; Revised 6/6/23.
Revised 10/28/2024.

APPENDIX G3

~~Power Production-Hydro Generation~~ Technician III
Page 1 of 4

City of Burlington Job Description

Position Title: ~~Power Production-Hydro Generation~~ Technician III

Department: Burlington Electric Department- Generation

Reports to: Director of Generation Operations

Pay Grade: 10 **Job Code:** ~~XXX~~

Exempt/Non-Exempt: Non-Exempt **Union:** IBEW

General Purpose:

This position ~~is primarily responsible for the overall operation of~~ operates and maintains the Winooski One Hydro Station. This position coordinates all aspects of plant operation and production of electricity in a safe, efficient, and environmentally sound manner.

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.)

- Operate all Control Room equipment that controls the turbines, generators, dam controls, and all other power generation systems.
- Inspect, monitor, and operate Station equipment to ensure proper operating conditions.
- Ensure Station is operating within local, State, and Federal permitted limits for fishing programs, flow conditions, and quality control.
- Responsible for following proper lock-out, tag-out procedures and the safe operation of breakers, as outlined in BED’s Accident Prevention Manual.
- Monitor all personnel access to the Station.
- Monitor and maintain lubrication systems on all plant equipment.
- Maintain record of plant operational parameters, Daily Checklist, and Weekly Reports.
- Notify appropriate personnel of unusual occurrences or operating problems.
- Keep abreast and adhere to all Station safety policies and procedures.
- ~~Assist with the Train training of all Shift Supervisors semi-annually on the Winooski One Hydro Generating Stations control systems and train other personnel as needed.~~
- Responsible for keeping the Station clean.
- Assist the Director of Generation Operations ~~Senior Generation Engineer~~ with scheduling and implementing a program of preventative maintenance.

- ~~Assist with Maintain~~ maintaining the Maintenance Order System for the facility including prioritizing maintenance requests and ensuring adequate equipment and materials.
- Assist the ~~Senior Generation Engineer~~ Director of Generation Operations with planning, scheduling, and implementing the maintenance activities for the scheduled Annual Outage including any major overhaul.
- ~~Assist with Establish~~ establishing reorder levels for plant to ensure adequate and cost-effective inventory levels.
- Recommend the purchase of spare parts, equipment replacement, lubricants, and tools for the Winooski One Hydro Station.
- ~~Attend weekly staff meetings.~~
- Submit daily production calculations.
- Monitor weather and river flow conditions.
- Work after hours as needed to maintain the operation of the plant.
- Answer telephone calls after hours as needed to maintain the operation of the plant.
- Work with contractors to perform annual service as required for the Station equipment including; turbines, generators, breakers, relays, high voltage connections, hydro rake, pressure vessels, boilers, and hoists.
- Perform tours of the facility.
- ~~Responsible for operating~~ Operate the fish programs according to permitting parameters; conducting fish lifts, equipment maintenance and cleaning, tagging, and processing of fish, and transportation.
- ~~Responsible for keeping~~ the intakes clean and free of debris.
- ~~Fill in at the McNeil Station in the maintenance and operation departments as needed.~~
- ~~Monitor and maintain water chemistry and water treatment activities at McNeil Station including receipt of treatment chemicals.~~
- Assist the Director of Generation Operations ~~Senior Generation Engineer~~ in ensuring the hydro station is in compliance with any and all State and Federal codes and regulations.

Non-Essential Job Functions:

- Perform other related duties as required.
- Unload railcars at the McNeil Plant as needed.

Qualifications/Basic Job Requirements:

- Associates Degree in engineering or completion of a two-year engineering technical program related field.
- Additional experience may be substituted for a degree requirement on a two-for-one year basis.

- ~~Must have three years of relevant plant operation experience required.~~
- Ability to perform basic mathematical calculations is required.
- Must be able to read and understand engineering drawings, electrical schematic diagrams, and wire circuit drawings.
- Ability to successfully respond to Station emergencies is required.
- Ability to operate in a Windows based operating environment using word-processing, spreadsheets, emails, and database software required.
- Must be able to work with minimal supervision.
- Ability to communicate effectively, both orally and in writing, required.
- Must have the ability to interact harmoniously with co- workers, vendors, and the public.
- Ability to participate in various training including confined space training, CPR, First Aid, and all required training.
- Must pass a Pulmonary Function Test.
- Must have the ability to enter a confined space and elevated areas.
- Must be able to work independently and prioritize duties.
- Ability to establish and maintain good relations with co-workers.
- Ability be able to listen to and appropriately react to a supervisor's feedback and incorporate said feedback to improve employee performance.
- Must have the ability to operate heavy equipment.
- Ability to diagnose, trouble shoot, and fix equipment as needed.
- Ability to respond to call out conditions and remotely operate the Station is required.
- Ability to work with the generation control systems and software is required.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- Ability to work overtime as needed consistent with the provisions of the BED/IBEW Collective Bargaining Agreement.

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 (with assistance) (100 pounds)
X	hearing/listening	X	carrying (50 pounds)
X	clear speech	X	Climbing
X	Touching	X	Driving
X	dexterity x hand x finger	X	ability to mount and dismount forklift
X	reading – basic	X	pushing/pulling
X	reading – complex		shift work
X	math skills – basic	X	moving objects
	math skills – complex	X	pressurized equipment
X	writing – basic	X	extreme heat
X	writing – complex	X	extreme cold
X	analysis/comprehension	X	high places
X	judgment/decision making	X	Noise
X	clerical	X	fumes/odors
X	inside	X	dirt/dust
X	outside	X	hazardous materials
X	works alone	X	electrical equipment
X	works with others	X	mechanical equipment
X	face-to-face contact		
X	verbal contact w/others		

Supervision:

Directly Supervises: 0 Indirectly Supervises: 0

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Creation Date or Revised Date: 05/2017; Revised 11/2019; Revised 03/2021; Revised 6/6/23.
Revised 10/28/2024.

APPENDIX H1

Mechanic ~~1st Class~~
A Page 1 of 4

City of Burlington Job Description

Position Title: Mechanic ~~1st Class~~ AI
Department: Burlington Electric Department – McNeil Generating Station
Reports to: ~~Supervisor of Plant Maintenance~~ Director of Generation Engineering and Maintenance
Pay Grade: ~~44~~ 12 **Job Code:** ~~753~~
Exempt/Non-Exempt: Non-Exempt **Union:** IBEW

General Purpose: This position is responsible for repairing and maintaining the machinery at all BED generation assets. In addition, this position is responsible for installing new equipment as directed.

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.

- Repair, maintain, dismantle, overhaul, rebuild, and inspect steam turbine, multi fuel traveling grate high pressure boiler, ~~electrical generator~~, air compressors, draft fans, cooling towers, wood and ash handling equipment, electrostatic precipitator, hydraulics and high-pressure pumps and other related power plant equipment.
- Assist OEM Technicians/Contractors with electrical generator repair, maintenance, overhaul, rebuild, and inspection.
- Operates rigging equipment and dollies to place heavy machinery and parts
- Fit bearings, align gears and shafts, attach motors, and connect couplings and fan belts to precise tolerances.
- Troubleshoot, service and repair hydraulic and pneumatic systems.
- Assist in maintaining front-end loaders and other vehicles.
- Carry out preventive maintenance program tasks including changing all oils gear reducers, fans, pumps, and bearings.
- Install, repair, and maintain a wide variety of power plant valves.
- Install, repair, and maintain piping and fittings for oil, natural gas, water, steam, compressed air, and heating systems.
- Report any maintenance needs ~~to the maintenance supervisor~~, as well as any recommendations on parts or service.
- Performs skilled craftwork such as welding, pipefitting, and machining.
- Identifies and troubleshoots mechanical problems in operating equipment
- Maintains an inventory of gaskets, sealants, penetrants, lubricants, and other maintenance

consumables.

- Learn to and perform ~~maintenance~~ maintenance, calibrate, and repair all process control devices at all BED Generating ~~A~~assets, including but not limited to: control temperature transmitters and indicators, positioners, transducers, controllers, and recorders, as well as many hydraulic, pneumatic, digital, and analog control systems.
- Trains operations and maintenance staff on the mechanical trades.
- Performs safety inspections on lifting equipment and tools.
- Assists the Director of Generation Engineering and Maintenance with planning required ~~for~~ mechanical work during annual overhauls.

Non-Essential Job Functions:

- Unload railcars as needed.
- Clean assigned areas as directed.
- Perform other duties as required.

Qualifications/Basic Job Requirements:

- High School or Vocational School education, including or supplemented by courses in mechanical or machinist trades, and a minimum of ~~four~~ five eight years' experience required.
- Must have Industrial Maintenance Mechanic (IMM) certification, or California Water Environment Association (CWEA) Grade II Mechanical Technologist Certification or equivalent certification.
- Attend a minimum of 16 hours of supervisor approved training every three (3) to five (5) years.
- Required to possess a valid welding certification.
- Satisfactory completion of machining /lathe/milling course.
- Must have experience in heavy equipment maintenance.
- Must have the ability to perform precision measuring and use various instruments.
- Must have the ability to use micrometers, calipers, and other special tools for precise measurements to .002 inches or less.
- Must have the ability to perform well with hand and power tools including lathe, milling machine, press, power band saw, forklift, mobile platforms, and bridge crane.
- Must be able to weld and use gas-cutting torches.
- Must have the ability to read diagrams, schematic drawings, and service manuals to determine work procedures.
- Basic computer competency in word processing, spreadsheet and email is required.
- Must be able to work independently and prioritize duties.
- Must pass a Pulmonary Function Test.
- Must have the ability to wear a respirator.
- Must have the ability to enter a confined space and elevated areas.
- Must be physically and mentally fit.

- Ability to adhere to safety procedures and guideline required.
- Must have the ability to interact harmoniously with co-workers.
- 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 work overtime as needed consistent with the provisions of the BED/IBEW Collective Bargaining Agreement.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move distances	☒ lifting/carrying
☒ color perception (red, green, amber)	within and between warehouses/offices	50 pounds
☒ hearing/listening	☒ climbing	☒ lifting occasionally 100 pounds with assistance
☒ clear speech	☒ ability to mount and dismount forklift/truck	☒ driving (local/over the road)
☒ touching	☒ pushing/pulling	
☒ dexterity		
☒ hand		
☒ finger		
☒ reading - basic	math skills basic	☒ analysis/comprehension
☐ reading - complex	X math skills - complex	☒ judgment/decision making
☒ writing - basic	☐ clerical	
☐ writing - complex		
☐ shift work	☒ outside work	☒ pressurized equipment
☒ works alone	☒ extreme heat	☒ moving objects
☒ works with others	☒ extreme cold	☒ high places
☒ verbal contact w/others	☒ noise	☒ fumes/odors
☒ face-to-face contact	☒ mechanical equipment	☒ hazardous materials
☒ inside work	☐ electrical equipment	☒ dirt/dust
☒ wear respirator	☒ pass Pulmonary Function Test	☒ enter confined space

Supervision:

Directly Supervises: _____ Indirectly Supervises: _____

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created 10/23/2017; Revised 03/2021; Revised 10/28/2024.

APPENDIX H2

Mechanic ~~First-Class A II~~
Page 1 of 4

City of Burlington Job Description

Position Title: Mechanic ~~1st-Class A II~~
Department: Burlington Electric Department – McNeil Generating Station
Reports to: ~~Supervisor of Plant Maintenance~~ Director of Generation Engineering and Maintenance
Pay Grade: 11 **Job Code:** ~~753~~
Exempt/Non-Exempt: Non-Exempt **Union:** IBEW

General Purpose: This position ~~is responsible for~~ repair~~ing~~ and maintain~~ing~~ the machinery at all BED generation assets. In addition, this position ~~is responsible for~~ install~~ing~~ new equipment as directed.

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.

- Repair, maintain, dismantle, overhaul, rebuild, and inspect steam turbine, multi fuel traveling grate high pressure boiler, ~~electrical generator,~~ air compressors, draft fans, cooling towers, wood and ash handling equipment, electrostatic precipitator, hydraulics and high-pressure pumps and other related power plant equipment.
- Assist OEM Technicians/Contractors with electrical generator repair, maintenance, overhaul, rebuild, and inspection.
- Operates rigging equipment and dollies to place heavy machinery and parts
- Fit bearings, align gears and shafts, attach motors, and connect couplings and fan belts to precise tolerances.
- Troubleshoot, service and repair hydraulic and pneumatic systems.
- Assist in maintaining front-end loaders and other vehicles.
- Carry out preventive maintenance program tasks including changing all oils gear reducers, fans, pumps, and bearings.
- Install, repair, and maintain a wide variety of power plant valves.
- Install, repair, and maintain piping and fittings for oil, natural gas, water, steam, compressed air, and heating systems.
- Report any maintenance needs to the maintenance supervisor, as well as any recommendations on parts or service.
- Performs skilled craftwork such as welding, pipefitting, and machining
- Identifies and troubleshoots mechanical problems in operating equipment
- Trains operations and maintenance staff on the mechanical trades.

- Maintains an inventory of gaskets, sealants, penetrants, lubricants, and other maintenance

consumables.

Non-Essential Job Functions:

- Unload railcars as needed.
- Clean assigned areas as directed.
- Perform other duties as required.

Qualifications/Basic Job Requirements:

- High School or Vocational School education, including or supplemented by courses in mechanical or machinist trades, and a minimum of ~~four~~three years' experience required.
- Required to possess a valid welding certification.
- Satisfactory completion of machining /lathe/milling course.
- Must have experience in heavy equipment maintenance.
- Must have the ability to perform precision measuring and use various instruments.
- Must have the ability to use micrometers, calipers, and other special tools for precise measurements to .002 inches or less.
- Must have the ability to perform well with hand and power tools including lathe, milling machine, press, power band saw, forklift, mobile platforms, and bridge crane.
- Must be able to weld and use gas-cutting torches.
- Must have the ability to read diagrams, schematic drawings, and service manuals to determine work procedures.
- Basic computer competency in word processing, spreadsheet and email is required.
- Must be able to work independently and prioritize duties.
- Must pass a Pulmonary Function Test.
- Must have the ability to wear a respirator.
- Must have the ability to enter a confined space and elevated areas.
- Must be physically and mentally fit.
- Ability to adhere to safety procedures and guideline required.
- Must have the ability to interact harmoniously with co-workers.
- 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 work overtime as needed consistent with the provisions of the BED/IBEW Collective Bargaining Agreement.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move distances	☒ lifting/carrying
☒ color perception (red, green, amber)	within and between warehouses/offices	50 pounds
☒ hearing/listening	☒ climbing	☒ lifting occasionally 100 pounds with assistance
☒ clear speech	☒ ability to mount and	☒ driving (local/over
☒ touching	dismount forklift/truck	the road)
☒ dexterity	☒ pushing/pulling	
☒ hand		
☒ finger		
☒ reading - basic	☒ math skills - basic	☒ analysis/comprehension
☐ reading - complex	☒ math skills - complex	☒ judgment/decision
☒ writing - basic	clerical	making
☐ writing - complex		
☐ shift work	☒ outside work	☒ pressurized equipment
☒ works alone	☒ extreme heat	☒ moving objects
☒ works with others	☒ extreme cold	☒ high places
☒ verbal contact w/others	☒ noise	☒ fumes/odors
☒ face-to-face contact	☒ mechanical equipment	☒ hazardous materials
☒ inside work	electrical equipment	☒ dirt/dust
☒ wear respirator	☒ pass Pulmonary Function Test	☒ enter confined space

Supervision:

Directly Supervises: _____ Indirectly Supervises: _____

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____

Revised 9/16/04; sent to union 9/20/04; final 10/4/04 Revised 11/2017; Revised 03/202; Revised
10/28/2024;

Date: _____

APPENDIX H3

Mechanic ~~First-Class-B III~~
Page 1 of 4

City of Burlington Job Description

Position Title: Mechanic ~~1st-Class-BIII~~
Department: Burlington Electric Department – McNeil Generating Station
Reports to: ~~Supervisor of Plant Maintenance~~ Director of Generation Engineering and Maintenance
Pay Grade: 9 **Job Code:**
Exempt/Non-Exempt: Non-Exempt **Union:** IBEW

General Purpose: This position installs, repairs, and maintains under supervision the machinery at all BED generation assets.

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.

- Repair, maintain, dismantle, overhaul, rebuild, and inspect steam turbine, multi fuel traveling grate high pressure boiler, ~~electrical generator~~, air compressors, draft fans, cooling towers, wood and ash handling equipment, electrostatic precipitator, hydraulics and high-pressure pumps and other related power plant equipment.
- Assist OEM Technicians/Contractors with electrical generator repair, maintenance, overhaul, rebuild, and inspection.
- Operates rigging equipment and dollies to place heavy machinery and parts.
- Fit bearings, align gears and shafts, attach motors, and connect couplings and fan belts to precise tolerances.
- Assist in trouble shooting and repairing hydraulic and pneumatic systems.
- Assist in maintaining front-end loaders and other vehicles.
- Carry out preventive maintenance program tasks including changing all oils gear reducers, fans, pumps, and bearings.
- Install and maintain a wide variety of power plant valves.
- Install and maintain piping and fittings for oil, natural gas, water, steam, compressed air, and heating systems.
- Report any maintenance needs to the maintenance supervisor.
- Assist in performing skilled craftwork such as pipefitting, and machining.
- Assist in identifying and troubleshooting mechanical problems in operating equipment.
- Maintains an inventory of gaskets, sealants, penetrants, lubricants, and other maintenance consumables.

Non-Essential Job Functions:

- Unload railcars as needed.
- Clean assigned areas as directed.
- Perform other duties as required.

Qualifications/Basic Job Requirements:

- High School or Vocational School education, including or supplemented by courses in mechanical or machinist trades.
- ~~Must have experience in heavy equipment maintenance.~~
- Must have the ability to perform precision measuring and use various instruments.
- Must have the ability to use micrometers, calipers, and other special tools for precise measurements to .002 inches or less.
- Must have the ability to perform well with hand and power tools including lathe, milling machine, press, power band saw, forklift, mobile platforms, and bridge crane.
- Must have the ability to read diagrams, schematic drawings, and service manuals to determine work procedures.
- Basic computer competency in word processing, spreadsheet and email is required.
- Must be able to work independently and prioritize duties.
- Must pass a Pulmonary Function Test.
- Must have the ability to wear a respirator.
- Must have the ability to enter a confined space and elevated areas.
- Must be physically and mentally fit.
- Ability to adhere to safety procedures and guideline required.
- Must have the ability to interact harmoniously with co-workers.
- 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 work overtime as needed consistent with the provisions of the BED/IBEW Collective Bargaining Agreement.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move distances	☒ lifting/carrying
☒ color perception	within and between	50 pounds
(red, green, amber)	warehouses/offices	☒ lifting occasionally
☒ hearing/listening	☒ climbing	100 pounds with
		assistance
☒ clear speech	☒ ability to mount and	☒ driving (local/over
☒ touching	dismount forklift/truck	the road)
☒ dexterity	☒ pushing/pulling	
☒ hand		
☒ finger		
☒ reading - basic	X math skills - basic	☒ analysis/comprehension
☐ reading - complex	X math skills - complex	☒ judgment/decision
☒ writing - basic	clerical	making
☐ writing - complex		
☐ shift work	☒ outside work	☒ pressurized equipment
☒ works alone	☒ extreme heat	☒ moving objects
☒ works with others	☒ extreme cold	☒ high places
☒ verbal contact w/others	☒ noise	☒ fumes/odors
☒ face-to-face contact	☒ mechanical equipment	☒ hazardous materials
☒ inside work	☐ electrical equipment	☒ dirt/dust
☒ wear respirator	☒ pass Pulmonary Function Test	☒ enter confined space

Supervision:

Directly Supervises: _____ Indirectly Supervises: _____

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

City of Burlington Job Description

Position Title: Generation Generalist I
Department: Burlington Electric Department- Generation
Reports to: ~~Supervisor of Plant~~ Director of Generation Engineering & Maintenance
Pay Grade: 7 **Job Code:** XXX
Exempt/Non-Exempt: Non-Exempt **Union:** IBEW

General Purpose:

This position performs entry level maintenance and operational activities at all BED's generating facilities ~~such as McNeil Station, Gas Turbine, Solar arrays, and Winooski One-Hydro-Generation facility.~~

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.)

- Provide support for mechanical, electrical, instrument and control, and operations activities.
- Unloads woodchips from railcars.
- ~~Learn and p~~Perform preventative maintenance program tasks such as changing oils in gear reducers, fans, pumps, and bearings.
- Operate all wood-handling equipment up to the surge bin at the boiler front.
- ~~Learn and p~~Perform routine maintenance including lubrication of all wood-handling equipment and front-end loaders.
- Load wood ash into trucks for off-site disposal as needed.
- ~~Learn and p~~Perform periodic greasing and oiling of ash handling and other fossil fuel burning equipment at BED's generating facilities.
- ~~Learn and p~~Perform maintenance on ash handling equipment and char reinjection system as required.
- ~~Learn and p~~Perform routine maintenance on waste oil burning equipment.
- Operates a variety of machinery and heavy equipment including a front-end loader and dump truck as needed.
- ~~Learn and p~~Perform lab tests on water samples and keep logs and record of water quality trends.
- ~~Learn and p~~Perform outage inspections and regular preventative maintenance on water

treatment equipment and heat exchangers.

- Assist in the installation and repair of electrical equipment at BED's generating facilities.
- ~~Assist in the installation, repair and/or maintenance of electrical and electronic equipment associated with high pressure boilers, turbines, generators, fuel handling systems, lighting, fire alarms, or security and communications at BED's generating facilities.~~
- Assist in the electrical preventative maintenance checks at BED's generating facilities.
- ~~Learn and p~~Perform the duties of the Yardworker position when needed as a back-up.
- ~~Learn and Assist in~~ performing maintenance and other duties on emissions monitoring equipment (CEMS/DAHS equipment) as needed.
- Learn and become qualified to be Level 1 Operator for BED Winooski One Hydroelectric.
- Learn and perform BED's Gas Turbine Operator Level 1 and Winooski One Level 1 qualified duties.
- Perform the Gas Turbine (GT) on call responsibility on a rotating basis by responding to after hour callouts to qualify the GT to participate in the ISO-New England Forward Reserve Market ("FRM").
- Train the Generation Generalist II employee as needed.

Non-Essential Job Functions:

- Perform other related duties as required.
- Cleans assigned areas as directed.

Qualifications/Basic Job Requirements:

- High School Diploma or equivalent and two years related experience is required.
- Must have the ability to utilize hand and power tools.
- Ability to understand technical manuals and ~~understand~~ line drawings is required.
- Ability to read, interpret, and understand mechanical and electrical systems and drawings is required.
- Ability to operate heavy equipment including front-end loader is required.
- Ability to perform basic mathematical calculations is required.
- ~~Ability to obtain~~ Must have workable welding and use of gas-cutting torch skills ~~within twelve months~~.
- Ability to work the Yardworker position 12 hours rotating shift when needed, ~~as a back-up and when properly trained and deemed qualified~~ is required.
- Good written and verbal communication skills.
- Must pass a Pulmonary Function Test and wear a respirator.
- Basic computer competency in word processing, spreadsheets, email, and control functions.
- Must be in good physical condition and able to perform basic maintenance tasks to the highest caliber which includes the ability to: climb ladders, work in confined spaces, lift heavy objects weighing up to 50 lbs., etc.
- Must have the ability to interact harmoniously with co-workers, vendors, and the public.
- Ability to participate in various training including confined space training, CPR, First Aid, and all mandatory training.
- Must have the ability to enter a confined space and elevated areas.
- Must have the ability to diagnose, trouble shoot, and fix equipment as needed.
- 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 work overtime as needed consistent with the provisions of the BED/IBEW Collective Bargaining Agreement.

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

Supervision: Directly Supervises: 0

Indirectly Supervises: 0

Disclaimer:

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

Approvals:

Department Head: _____

Date: _____

Human Resources: _____

Date: _____

Revised 10/29/24

City of Burlington Job Description

Position Title: Generation Generalist [II](#)
Department: Burlington Electric Department- Generation
Reports to: ~~Supervisor of Plant~~ [Director of Generation Engineering & Maintenance](#)
Pay Grade: 5 **Job Code:** XXX
Exempt/Non-Exempt: Non-Exempt **Union:** IBEW

General Purpose:

This position will develop the skills and knowledge performs entry level necessary to perform entry level maintenance and operational activities at all BED's generating facilities, ~~such as McNeil Station, Gas Turbine, Solar arrays, and Winooski One Hydro Generation facility. The employee is expected to learn, qualify, and then advance to the Generation Generalist I position within 24 months from date of hire in the position.~~

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.)

- Provide support for mechanical, electrical, instrument and control, and operations activities.
- Unloads woodchips from railcars.
- Learn and perform preventative maintenance program tasks such as changing oils in gear reducers, fans, pumps, and bearings.
- Operate all wood-handling equipment up to the surge bin at the boiler front.
- Learn and perform routine maintenance including lubrication of all wood-handling equipment and front-end loaders.
- Load wood ash into trucks for off-site disposal as needed.
- Learn and perform periodic greasing and oiling of ash handling and other fossil fuel burning equipment at BED's generating facilities.
- Learn and perform maintenance on ash handling equipment and char reinjection system as required.
- Operates a variety of machinery and heavy equipment including a front-end loader and dump truck as needed.
- Learn and perform lab tests on water samples and keep logs and record of water quality trends.
- Learn and perform outage inspections and regular preventative maintenance on water

treatment equipment and heat exchangers.

- Assist in the installation and repair of electrical equipment at BED's generating facilities.
- Assist in the installation, repair and ~~for~~ maintenance of electrical and electronic equipment associated with high pressure boilers, turbines, generators, fuel handling systems, lighting, fire alarms, or security and communications at BED's generating facilities.
- Assist in the electrical preventative maintenance checks at BED's generating facilities.
- Learn and perform the duties of the Yardworker position when needed as a back-up.
- Learn and assist in performing maintenance and other duties on emissions monitoring equipment (CEMS/DAHS equipment) as needed.

Non-Essential Job Functions:

- Perform other related duties as required.
- Cleans assigned areas as directed.

Qualifications/Basic Job Requirements:

- High School Diploma or equivalent is required.
- ~~Ability to~~ Must progress advance to Generation Generalist I within 24- months of hire by completing BED's Generation Generalist II training program. -
- Must have the ability to utilize hand and power tools.
- Ability to technical manuals and understand line drawings.
- Ability to read, interpret, and understand mechanical and electrical systems and drawings.
- Ability to operate heavyequipment including front-end loader.
- Ability to perform basic mathematical calculations is required.
- Ability to obtain workable welding and use of gas-cutting torch skills within twelve months is required.
- Ability to work the Yardworker position 12 hours rotating shift when needed, as a back-up and when properly trained and deemed qualified.
- Good written and verbal communication skills.
- Must pass a Pulmonary Function Test and wear a respirator.
- Basic computer competency in word processing, spreadsheets, email, and control functions.
- Must be in good physical condition and able to perform basic maintenance tasks to the highest caliber which includes the ability to: climb ladders, work in confined spaces, lift heavy objects weighing up to 50 lbs., etc.
- Must have the ability to interact harmoniously with co- workers, vendors, and the public.
- Ability to participate in various training including confined space training, CPR, First Aid, and all mandatory training.
- Must have the ability to enter a confined space and elevated areas.
- Must have the ability to diagnose, trouble shoot, and fix equipment as needed.
- 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 work overtime as needed consistent with the provisions of the BED/IBEW Collective Bargaining Agreement.

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

Supervision: Directly Supervises: 0

Indirectly Supervises: 0

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Creation Date or Revised Date 05/17; Revised June 21, 2018; Revised 11/24/2020;
Revised 03/2021; Revised 10/28/2024

Board of Finance and City Council Submission Checklist

Department: BED Submitter: Darren Springer/Munir Kasti

Title/Subject: Position Updates

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	11/18/2024

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	11/8/2024	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	11/13/2024	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	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	11/13/2024	Jessica Brown and Kim Sturtevant
CAO has reviewed budget, financing, and memo	Yes	11/13/2024	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	Yes	11/11/2024	Tim Clancy
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?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Appendices
Draft Resolution or Motion?	Yes	Motion in Memo
If for submission to Council, are sponsors identified?	Yes	BOF



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

MEMORANDUM

TO: City Council

FROM: Rachel Jolly, Assistant Director for Community Justice Center, CEDO
Brian Pine, CEDO Director
Todd Rawlings, Assistant Director for Administration & Finance, CEDO

DATE: November 12, 2024

RE: FY2024 Byrne JAG Grant Application Notification

The Burlington Community Justice Center (CJC) is planning to apply for the US Department of Justice FY24 Edward Byrne Memorial Justice Assistance Grant (JAG) O-BJA-2024-172239 in the amount of \$46,516. Per the requirement of this federal grant source, we are required to notify the City Council of our intent to submit an application, and to provide an opportunity for Councilors to review the application.

This funding will enable the CJC to continue offering the Conflict Assistance Program (CAP), which has been funded by Justice Assistance Grants since 2020. The program aims to enable people who are not involved with the criminal legal system to take more control of their safety and well-being and that of their families, roommates, neighbors, friends, and colleagues. The grant allows the CJC to continue to train volunteers for a service open to anyone in the community to resolve conflict before they come to the attention of the police or courts. The grant allows us to employ a part-time (32 hours/week) coordinator. The FY24 grant runs from July 1, 2024-June 30, 2027.

Background:

The Burlington Community Justice Center (CJC) is always looking for ways to move our work ‘further upstream,’ away from the criminal legal system whenever possible. For years, we have received requests for conflict mediation from individuals as well as from owners/managers of rental housing properties. While we have offered some of this work pro bono, the JAG grant offers an opportunity to grow this preventative service into a ‘train the trainer’ model whereby community mediators are trained in low-level conflict disputes to avoid further escalation and to expand the use of mediation as an alternative to resolving conflict.

Please let us know if you have any questions about the application and visit the CEDO website to review the application at www.burlingtonvt.gov/cedo

MEMO

Date: November 18, 2024

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 Superintendent

Re: City Hall Boiler Replacement

I. Purpose

This memo seeks approval to execute all necessary contracts and budget approvals to replace two boilers and the necessary system upgrades. In 2023 we began the replacement of our aging boiler system in City Hall. It is now necessary for the building heating system to complete the boiler structure replacement. This new system will match the existing recent efficient replacement and will work seamlessly with the City's control system which is essential for both efficiency and safety. To ensure this new system works well for years to come, we have completed a dehumidification system in the basement of the building which will control the water and rusting of system parts.

II. Background

This work will keep the building continually heated through our cold Vermont seasons, ensure that the building has hot water and will greatly improve both the reliability and efficiency of the system.

The following are the specifics of what will be upgraded:

- Provide isolation to existing hot water system to run the existing boiler. This will allow the (1) boiler to remain active during construction plus (2) future tie-ins for new boilers.
- Remove (6) existing gas fired boilers and venting.
- Remove (4) expansion tanks and associated piping.
- Cut & cap existing gas line from boiler room to fire house.
- Furnish and install (2) NTI Trinity LX400 Hi-Eff. gas-fired condensing hot water boilers.
- Furnish and install (2) Grundfos ECM circulator pumps to serve the needs of the boiler primary heating loop and associated piping
- Furnish and install (1) new hydronic expansion tank.
- Furnish and install 4-inch diameter boiler flue venting. Combustion air venting to be CPVC. Fresh air venting to be PVC. Price includes removing existing "Z-Vent" from boiler 1 and installing CPVC to match new boiler venting
- Modify the existing outdoor boiler flue enclosure including but not limited to:
- Cut (2) new access panels into enclosures.
- Provide (2) plug panels to conceal existing unused venting penetrations.
- Provide and install internal riser supports as necessary
- Furnish and install all ancillary devices such as, but not limited to; LWCO, pressure relief valve, drains, vents and condensate neutralizer as required to complete the boiler installation.
- Connect to existing hydronic hot water piping to fit-up new boilers. Piping to be type L copper.



- Connect to existing gas piping to fit-up new boilers. Piping to be carbon steel schedule 40 with black malleable fittings.
- Provide all draining, filling, testing, insulation, and labeling of the new piping.
- Furnish and install all necessary support materials, and labor for installation.
- System startup.
- Provide lifts for outdoor boiler flue enclosure work.

III. PROCESS

In September of 2024 the City Facility Team received sole source approval from our CAO to have Vermont Mechanical complete this work. This approval was given to ensure a timely installation to make sure that the building's employees and visitors do not lose access to heat and hot water. Vermont Mechanical completed the boiler replacement in 2023, so, by using them again the materials and work will match making the system more reliable. In addition, Vermont Mechanical has recently replaced the City Hall sump tank and our most recent renovation giving them important background for this historic building. The quoted prices are reasonable.

IV. PROJECT FUNDING SOURCES, BUDGET AND ESTIMATES

Funding for this project is coming from Facilities Capital for City Hall HVAC work as shown in the FY24 budget. This budget was approved by the Capital Committee prior to the budget being approved by City Council.

Funding Sources & Budget	
Facilities Capital	\$116,598.00
Total Budget	\$116,598.00
Contractor bid	\$105,998.00
~10% Contingency (on above items)	\$10,600.00
Total Project Estimate	\$116,598.00

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

V. SCHEDULE

The anticipated project schedule is as follows:

- November 4, 2024: Board of Finance approval
- November 12, 2024 City Council approval
- November 13, 2024 Contract signed
- Start of construction November 2024



DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the execution of a contract with Vermont Mechanical Inc., for a price not to exceed \$105,998, to provide services related to the replacement of boilers in City Hall, plus a project contingency of \$5,300 (for a total authorized project expenditure including contingency not to exceed \$111,298), and to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract, any related documents needed to carry out the project, and any contract amendments necessary to utilize the project contingency, subject to review by the City Attorney's Office.

City Council Motion:

To approve and authorize the execution of a contract with Vermont Mechanical Inc., for a price not to exceed \$105,998, to provide services related to boiler replacement in City Hall, plus a project contingency of \$5,300.00 (for a total authorized project expenditure including contingency not to exceed \$111,298), and to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract, any related documents needed to carry out the project, and any contract amendments necessary to utilize the project contingency, subject to review by the City Attorney's Office.

Board of Finance and City Council Submission ChecklistDepartment: BPRW Submitter: Kim BleakleyTitle/Subject: Replacement Boilers in City Hall

	Approval:	Meeting Date:
☒	Board of Finance	11/18/2024
☒	City Council	11/18/2024
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	10/23/2024	Cindi Wight
Mayor's Office informed and approved memo	Yes	11/1/2024	Joe Magee
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	No	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	10/24/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	10/29/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

MEMO

Date: November 18th, 2024
To: Board of Finance and City Council
From: Sophie Sauvé, Parks Comprehensive Planner,
Cindi Wight, Director, Department of Parks, Recreation & Waterfront
Re: Authorization to Accept Grant Funds for Oakledge Universally Accessible Playground Project

I. Purpose

The Department of Parks, Recreation and Waterfront (BPRW) seeks approval and authorization to accept grant funds from the State of Vermont Land and Water Conservation Fund (LWCF) for the Oakledge Universally Accessible Playground Project (OUAP). The above referenced grant was awarded to BPRW for the project in 2020, with authorization to begin construction in 2022. Most of the construction under the award was completed in 2023 with the final remaining project (renovations of the restrooms at Oakledge Park), forthcoming in 2025.

This request is for retro-active approval of grant acceptance. There were substantial delays in receiving a grant agreement from the State due to Presidential and staff turnover in 2020 and the COVID-19 pandemic. The CAO approved the department starting the project to prevent further delays and increased costs.

II. Background

The Oakledge Universally Accessible Playground included the replacement of the playground at Oakledge Park with a completely universally accessible playground. For the playground to be universally accessible, significant earthwork was undertaken to eliminate the need for stairs or ladders on features such as an in-ground carousel. The project included stormwater management to meet permitting requirements and the addition of four new Americans with Disabilities Act (ADA)-compliant parking spaces. Paved paths were added to/from the new parking area and from the lower pavilion to the playground and connecting the playground to the newly rehabilitated Greenway in Oakledge. The final part of the project includes significant renovation of the lower pavilion restrooms to transform two unused shower areas into fully accessible family restrooms that will include an adult changing table.

Board of Finance and City Council authorized contracting with ECI for the construction of the playground. Construction of OUAP began in earnest in fall of 2022 and was completed in the fall of 2023. The LWCF grant provides the much-needed match for the project, which includes an amendment to increase the total grant award based on significant inflation impacts to the project budget since the award in 2020, and will provide BPRW with the funds necessary to renovate the restrooms per the plan. The grant is reimbursement-based and provides a 50% match for the project.

III. PROJECT FUNDING SOURCES, BUDGET, AND ESTIMATES

The Oakledge Universally Accessible Playground Construction project funding sources are: Penny for Parks (PFP) and Park Impact Fees (PIF), bond funds for poured-in-place surfacing, a Building and



Communities Grant from the State of Vermont, a Christopher and Dana Reeve Foundation Grant, a grant from the Land, Water and Conservation Fund (LWCF) through the State of Vermont, and donations raised by Oakledge for All (with the Parks Foundation acting as fiduciary representative).

The following chart details the project budget, costs associated with the construction of the project and forthcoming expenses for the restroom project.

Oakledge Universally Accessible Playground Project Budget	
PLAYGROUND PROJECT BUDGET REVENUE	
FY22 Penny for Parks	\$200,000
FY23 Park Impact Fee Funds	\$100,000
FY22 Bond	\$200,000
FY22 Bond – Playground Surfacing	\$90,000
OFA Fundraising – Private Donations	\$135,000
Dana and Christopher Reeve Foundation – Quality of Life Grant	\$25,000
State of Vermont – Buildings and General Services Building Communities Grant	\$25,000
RESTROOM PROJECT BUDGET REVENUE	
FY22 Penny for Parks	\$65,000
FY24 Penny for Parks	\$104,750
PLAYGROUND AND RESTROOM REVENUE	
LWCF Grant	\$724,979
Total OUAP Budget	\$1,669,729
OUAP PROJECT EXPENSES	
Playground Construction Expenses	\$1,269,394
Restroom Renovations – Estimated Expenses	\$257,000
Restroom Contingency – 10%	\$28,000
Total OUAP Estimated Expenses	\$1,554,394

IV. DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To retroactively approve and recommend that the City Council authorize the acceptance of grant funds in the amount of \$724,979 from the State of Vermont Land and Water Conservation Fund for the Oakledge Universally Accessible Playground Project and authorize the Director of Parks, Recreation and Waterfront to execute the grant agreement and all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office.



City Council Motion:

To retroactively approve and authorize the acceptance of grant funds in the amount of \$724,979 from the State of Vermont Land and Water Conservation Fund for the Oakledge Universally Accessible Playground Project and authorize the Director of Parks, Recreation and Waterfront to execute the grant agreement and all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office.

Board of Finance and City Council Submission ChecklistDepartment: Parks, Recreation & Waterfront Submitter: Sophie SauvéTitle/Subject: Land and Water Conservation Fund Grant Acceptance Request

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	11/18/2024

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	11/11/2024	Cindi Wight
Mayor's Office informed and approved memo	Yes	11/13/2024	Joe Magee
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	No	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	11/12/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	11/12/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



OFFICE OF THE CLERK/TREASURER City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401 Voice (802)865-7000

DECLARATION OF ELECTED CANDIDATES SPECIAL CITY ELECTION NOVEMBER 5th, 2024

I, Katherine Schad, Presiding Officer for the November 5, 2024 Special Election for the City of Burlington, Vermont do hereby declare the following candidates elected as a result of the Election held November 5, 2024:

<i>Office</i>	<i>Elected Candidate</i>	<i>% of Vote</i>
Justice of the Peace	Sue Alenick	4.47%
Justice of the Peace	Carmen George	4.29%
Justice of the Peace	Dawn Ellis	4.19%
Justice of the Peace	Andrew Champagne	3.91%
Justice of the Peace	Mary-Katherine Stone	3.89%
Justice of the Peace	Robert "Bob" Bolyard	3.84%
Justice of the Peace	Erin Kranichfeld	3.70%
Justice of the Peace	Theresa Lefebvre	3.68%
Justice of the Peace	Amanda Janoo	3.53%
Justice of the Peace	Helaine "Lainey" Rappaport	3.47%
Justice of the Peace	Robert Hooper	3.46%
Justice of the Peace	Zoraya Hightower	3.43%
Justice of the Peace	Owen Doherty	3.36%
Justice of the Peace	Gene Bergman	3.01%
Justice of the Peace	Ryan Nick	2.94%

Katherine Schad
Presiding Officer
November 5th, 2024 Special City Election

11/12/24
Date



OFFICE OF THE CLERK/TREASURER

City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401 Voice (802)865-7000

DECLARATION OF ELECTION RESULTS QUESTIONS ON THE BALLOT SPECIAL CITY ELECTION – NOVEMBER 5, 2024

I, Katherine Schad, Presiding Officer for the November 5, 2024 Special City Election for the City of Burlington, Vermont do hereby declare the following results for the Public Questions on the Ballot of the Special City Election held November 5, 2024:

Question 1.

ISSUANCE OF REVENUE BONDS FOR BURLINGTON ELECTRIC DEPARTMENT NET ZERO ENERGY AND GRID RELIABILITY PROJECTS

	<i>VOTES</i>	<i>% of VOTES</i>
YES	14,306	79.38%
NO	3,716	20.62%
Undervotes	2,855	
Overvotes	3	
Total Ballots Cast	20,880	
RESULT	APPROVED	Simple Majority Required

Question 2.

CHARTER CHANGE RE: POLICE OVERSIGHT

	<i>VOTES</i>	<i>% of VOTES</i>
YES	11,398	62.47%
NO	6,847	37.53%
Undervotes	2,631	
Overvotes	4	
Total Ballots Cast	20,880	
RESULT	APPROVED	Simple Majority Required

Katherine Schad

Presiding Officer – November 5, 2024 Special City Election

Date

Lori Olberg

From: Trammell, Shannon <strammell@bpdvt.org>
Sent: Thursday, November 14, 2024 1:59 PM
To: Lori Olberg
Subject: FW: Stepping down

Hi Lori,

Here is the email Chief Murad shared about Commissioner Garrison's resignation.
Apologies that this wasn't passed along to you earlier.

Best Regards,
Shannon



Shannon Trammell
Executive Manager
Burlington Police Department | City of Burlington
1 North Avenue | Burlington, VT 05401
Office: (802) 540-2107

THE BPD IS HIRING – Come Join Our Team In Vermont's Queen City

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.

From: Murad, Jon <JMurad@bpdvt.org>

Chief of Police Jon Murad
Burlington Police Department
One North Avenue
Burlington, VT 05401
Office: (802) 540-2112

THE BPD IS HIRING – Come Join Our Team In Vermont's Queen City

From: Kevin Garrison <kgarrison@burlingtonvt.gov>
Sent: Wednesday, October 16, 2024 17:56
To: Shakuntala Rao <srao@burlingtonvt.gov>; Murad, Jon <JMurad@bpdvt.org>
Subject: Stepping down

Hi Folks,

I have decided to step down from the BPC effective today. I feel like I have given it my best shot over the years that I have served. I'm looking forward to enjoying time with my family more and concentrating on myself and the work I'm currently doing. My work is already challenging at times, so I need to keep a balance. I will say that I'm a little frustrated with this oversight panel that is currently on the ballot. It will do nothing to help

increase the number of officers and grow the department if it passes. I would like to say that I enjoyed working with everyone as well. I wish everyone the best.

Sincerely,

Kevin Garrison

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.

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST.



To: Burlington Board of Finance
Burlington City Council

From: Kara Alnasrawi, Director of Business and Workforce Development;
Alexandra Bacheller, Workforce Development Manager
Rebecca Reese, Early Learning Initiative Manager

CC: Mayor Emma Mulvaney-Stanak
Katherine Schad, CAO

Date: November 18, 2024

Re: **Burlington's Construction and Weatherization Workforce Training Program under Rebuilding American Infrastructure with Sustainability and Equity (RAISE) 2023**

Request:

The Office of Business and Workforce Development (BWD) requests approval and recommendation from the Board of Finance and authorization from City Council to execute the contract for Burlington's Construction and Weatherization Training Program under RAISE with ReSOURCE, for \$995,704.00 to provide workforce training opportunities to residents of the Greater Burlington Area. This training is a mandatory component of the RAISE grant, awarded to DPW for the downtown connection work. This portion is allocated specifically for this type of workforce training.

Procurement:

The Office of Business and Workforce Development requested proposals from workforce training organizations for training services related to construction and weatherization on September 13, 2024. The Municipality sought an organization(s) with expertise in construction and weatherization training including, but not limited to, basic foundations of construction, introductory weatherization, HVAC-R training, work zone safety, excavation, electrical safety, and heavy equipment training. This is part of Burlington's Great Streets Project and Reconnecting Downtown funded by the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant awarded to the City. The Burlington's Construction and Weatherization Workforce Training Program proposal Selection Committee included:

- Kara Alnasrawi, Director of Business and Workforce Development, City of Burlington
- Alexandra Bacheller, Workforce Development Manager, Business and workforce Development, City of Burlington
- Julia Ursaki, Public Works Engineer, Department of Public Works, City of Burlington
- Rebecca Reese, Early Learning Initiative Manager, Business and Workforce Development, City of Burlington
- Peter Pochop, Project Manager, Project Delivery Bureau, Vermont Agency of Transportation

The committee met on October 16, 2024, and unanimously determined the joint-proposal submitted by ReSOURCE with support from Vermont Adult Learning, and Vermont Works for Women was the most qualified. ReSOURCE proposed occupational training programs for un-and under-employed Vermonters focusing efforts to low-income and other at-risk populations in and around Burlington, Vermont. The cohort training model builds upon ReSOURCE's and Vermont Adult Learning's success and fully integrates the needs of participants with the needs of local employers. This partnership will provide targeted training in construction, weatherization (including both heat pump and HVAC focused trainings), and

heavy equipment. Each training correlates to local industries where ReSOURCE has employer partners who are interested in hiring graduates who have received the appropriate training and certifications necessary to be successful in their chosen career path. More than 80% of ReSOURCE graduates find employment in their chosen path.

Proposal Deliverables:

All trainings proposed by ReSOURCE, with support from Vermont Adult Learning, and Vermont Works for Women come with industry-recognized credentials upon successful completion, including certifications from the National Center for Construction Education and Research (NCCER), Occupational Safety and Health Administration (OSHA), and Environmental Protection Agency (EPA). Using the cohort model, ReSOURCE will train a total of 189 individuals over three years, with more than 50% focused on clean industries:

- 54 individuals in Construction 101
- 99 individuals in Weatherization 101, HVAC, and Heat Pump
- 36 individuals in Heavy Equipment Operation

This will have an enormous impact on the construction and clean energy industries, as well as an incredibly positive economic impact on individuals who successfully complete trainings.

In addition to construction and weatherization skills-based training, Vermont Adult Learning will provide bridge classes and translated curriculum to English-language-learners to support their successful completion of trainings. Those who need it will have the opportunity to take industry-specific language courses to better understand the technical vocabulary before stepping into the training environments. Vermont Works for Women will provide Gender Equity Training and support to cohorts. ReSOURCE offers wrap-around services in soft skills work like resume preparation, interview skills, and financial planning. Participants will receive stipends to access supportive services, like childcare and transportation. In addition, at the end of training, participants will earn a completion bonus.

Funding:

The source of funding for Burlington's Construction and Weatherization Training program is the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant awarded to the City late summer, 2023.

Board of Finance Motion:

To approve and recommend that the City Council authorize the Director of Business & Workforce Development to execute a three-year contract and any other related documents necessary to carry out the agreement with ReSOURCE in an amount up to \$995,704.00 for the workforce development training of Burlington's Construction and Weatherization Training Program, subject to the review and approval of the City Attorney.

City Council Motion:

To authorize the Director of Business & Workforce Development to execute a three-year contract and any other related documents necessary to carry out the agreement with ReSOURCE in an amount up to \$995,704.00 for the workforce development training of Burlington's Construction and Weatherization Training Program, subject to the review and approval of the City Attorney.

**CITY OF BURLINGTON
CONSULTANT CONTRACT**

**CDS Cherry Street and RAISE Reconnecting Downtown
Burlington CDS CD23(1) - VTrans Grant #CA0811**

This Consultant Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and ReSOURCE(“Consultant”), a Vermont corporation located at 339 Pine Street, Burlington, Vermont.

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. **“Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. **“Party”** means the City or Consultant, and **“Parties”** means the City and Consultant.
- D. **“Project”** means the Burlington’s Construction and Weatherization Training Program to fulfill the workforce development activities component of the RAISE grant for the design and construction activities to rebuild Bank, Cherry, Pine, and Paul Streets; redevelop such area; and improve the downtown to waterfront connection.
- E. **“Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

- A. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. **Purpose.** The City seeks to employ the Consultant to provide workforce training programs including construction, weatherization and heavy equipment operation. Workforce training programming will be supported by gender equity training and support, English-language-learner classes, supportive services stipends, professional skills, and on-the-job training opportunities as outlined in the RFP response to be found in attachment B of this document.

3. EFFECTIVE DATE & TERM

- A. **Effective Date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Consultant for any performance or expense incurred before the Effective Date or after the expiration or termination of this Contract.
- B. **Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire on 12/01/2030 or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Consultant shall perform the services listed in Attachment A (Request for Proposals) to the reasonable satisfaction of the Director of Business and Workforce Development or designee and as described in Attachment B (Consultant's Response to Request for Proposals), B-1 Addendum I to ReSOURCE Proposal, and B-2 Addendum II to ReSOURCE Proposal subject to Section 7.B hereof and the reasonable directions of Director of Business and Workforce Development or designee.

5. PAYMENT FOR SERVICES

- A. **Amount.** The City shall pay the Consultant for completion of the Work in accordance with Attachment B (Consultant's Response to Request for Proposals), B-1 Addendum I to ReSOURCE Proposal, and B-2 Addendum II to ReSOURCE proposal, subject to the Maximum Limiting Amount in Paragraph C, below.

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

- B. **Payment Schedule.** The City shall pay the Consultant in the manner and at such times as set forth in the Contract Documents. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.
- C. **Maximum Limiting Amount.** The total amount that may be paid to the Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$995,704.00. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.
- D. **Invoice.** Consultant shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

Alex Bacheller, Workforce Development Manager

131 Church Street, Suite 209, Burlington

abacheller@burlingtonvt.gov

CC: Julia Ursaki, Public Works Engineer

645 Pine Street, Burlington

Jursaki@burlingtonvt.gov

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

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Request for Proposals dated 9/13/2024

Attachment A-1: Addendum 1 to RFP

Attachment A-2: Addendum 2 to RFP

Attachment A-3: Addendum 3 to RFP

Attachment B: Consultant's Response to Request for Proposals dated 10/04/2024

Attachment B-1: Addendum I to ReSOURCE Proposal

Attachment B-2: Addendum II to ReSOURCE Proposal

Attachment C: Burlington Standard Contract Conditions for Consultants

Attachment D: Burlington Livable Wage Ordinance Certification

Attachment E: Burlington Outsourcing Ordinance Certification

Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment G: Consultant's Certificate of Insurance & Endorsements

Attachment H: VTrans Conflict of Interest Form

Attachment I: VTrans Debarment and Non-Collusion Form

Attachment J: DOT Form 272-040 EE

Attachment K: Certification Regarding Lobbying
Attachment L: Contractor's EEO Certification Form (CA-109)

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

8. [Reserved]

— Signatures follow on the next page —

9. SIGNATURE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect. This Contract may be executed in counterparts, each of which may be deemed an original. This Contract may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

**Consultant
ReSOURCE**

By: _____
[name]
[title]
Duly Authorized

Date: _____

**City of Burlington
Business and Workforce
Development**

By: _____
Kara Alnasrawi
Director

Date: _____

Attachment A:
Request for Proposals dated 9/13/2024

CITY OF BURLINGTON REQUEST FOR PROPOSALS

Burlington's Construction and Weatherization Workforce Training Program

Issued: Friday, September 13, 2024

Due: Friday, October 4, 2024

Contact person: Alex Bacheller, Workforce Development Manager,
abacheller@burlingtonvt.gov. All questions related to this request for proposal shall be addressed to this individual no later than 5 business days prior to the due date above. Questions and responses will be posted to the City of Burlington RFP webpage on Friday, September 27, 2024.

I. PROJECT BACKGROUND

The City of Burlington is requesting proposals from workforce training organizations (Consultants) for training services related to workforce development. Grant funding was received from the US Department of Transportation and is being managed by the Vermont Agency of Transportation. The Municipality is seeking a Consultant with expertise in construction training including, but not limited to, basic foundations of construction, introductory weatherization, HVAC-R training, work zone safety, excavation, electrical safety, and heavy equipment training. The procurement process for selection of the Consultant selection will be a Request for Proposals (RFP) reviewed by a Selection Committee.

The purpose of the workforce development portion of the project is to provide construction related training to individuals in the Burlington area, with preference given to Burlington residents. Our goal is to train 150-180 individuals in the span of three years. This is part of Burlington's Great Streets Project funded in-part by the Rebuilding American Infrastructure with Sustainability and Equity grant awarded to the City in the spring of 2023.

This work is managed by Alex Bacheller, Workforce Development Manager. The owner of the project is the City and the ultimate authority for the workforce training consultant during the project rests with the City of Burlington City Council. During the solicitation period, the sole point of contact is The City's Workforce Development Manager. You shall not speak with any other City of Burlington or Agency of Transportation representative regarding this Request for Proposals until selection has been made and a contract has been executed.

Dependent upon the capacity and offerings of Consultants, the City may select more than one training organization to deliver workforce training programs.

II. SCOPE OF WORK

The City of Burlington has entered into an agreement with the Vermont Agency of Transportation to develop a project to rebuild Bank Street and Cherry Street and build one new block of Saint Paul Street and one new block of Pine Street to the [Burlington Great Streets Standards](#). This project includes a grant award portion allocated to workforce training programs encompassing construction and related fields. Our goal is to train 150-180 individuals in the span of three years.

Dependent upon the capacity and offerings of Consultants, the City may select more than one training organization to deliver workforce training programs.

In general, the scope of work shall include:

- Consultant shall provide OSHA 10 certification and relevant NCCER credentials. Consultants will work in-tandem with the City of Burlington to advertise for workforce training opportunities.

- Consultants will actively recruit participants for workforce trainings with a focus on historically marginalized communities, immigrants, and youth.
- Consultants utilize a cohort-model as best practice for delivering workforce trainings.
- Consultants utilize a blend of direct-instruction and hands-on experiences.
- Consultants that provide diversity, equity, inclusion, gender training to participants and employer partners will be looked upon favorably.
- Consultants recruit from the Greater Burlington area with preference given to Burlington residents.
- Consultants provide stipends for supportive services such as childcare and transportation
- Consultants provide completion bonuses for participants who successfully complete training.
- Consultants provide basic tools and equipment to participants that ensure safety during training and future employment. Consultants provide basic safety gear to participants that may include:
 - Safety glasses, ear protection, gloves, composite boots, safety vest, hard hat, headlamp, cold/wet outdoor gear
- Consultants will train participants in any/all of the following:

Foundations of Construction:

▪ Minimum requirements shall include:

- Safety (OSHA 10)
- Use of Hand Tools
- Use of Power Tools
- Construction Math
 - Other topics and trainings may be covered at consultant's ability and capacity such as welding and flagging.

Foundations of Weatherization:

▪ Minimum requirements shall include:

- Heating, Ventilation, and Air Conditioning Refrigerant (HVAC-R) training
- Fundamentals of HVAC systems, equipment and methods used to heat and cool
- Heat pump installation
- EPA Section 608 certification (handling refrigerants)
- Construction education
 - Other topics and trainings may be covered to consultant's ability and capacity which may include:
 - Building Science ◦ Air flow, heat flow, moisture flow
 - Energy Efficiency ◦ Window repair ◦ Weather stripping
 - Battery Installation
 - Weatherization Installer certification
 - Weatherization Technician certification

Heavy Equipment Operation: Minimum requirements shall include:

- Safety certification (OSHA)
- Heavy equipment credentials

- Other topics and trainings may be covered to consultant's ability and capacity which may include:
 - Forklift certification
 - Excavator certification
 - Backhoe Loader certification
 - Front End Loader certification
 - Roller certification
 - Compactor certification
 - Crane certification
 - Dump Truck certification
 - Consultants will protect participants in trainings.
- Consultants will create a safe and supportive learning environment.
- Consultants will educate participants around physical safety precautions in the construction, weatherization, and heavy equipment operation fields.
- Consultants will provide regular progress reports to the City of Burlington.
 - These reports will be deliverable at the beginning, mid-point and end of a cohort training or upon request by the City of Burlington.
- Consultants will provide detailed invoices for services to the City of Burlington.
- Consultants will provide certification to all participants who successfully complete trainings.
- Consultants who provide training in professional development skills, like interview skills and resume writing, will be looked upon favorably.
- Consultants will provide on-the-job training opportunities to participants who successfully complete training.
 - When appropriate, Consultants will coordinate with the City of Burlington to place participants on the construction-portion of the RAISE grant.
- Consultants will provide the on-the-job trainee with weekly progress reports signed by both the trainee and trainee's supervisor to assist with the successful completion of the training.

III. DELIVERABLES

Consultant must provide a list of detailed deliverables including but not limited to:

- Cost including:
 - Total cost per training session
 - Total cost per pupil
- Length of training
- Number of trainees per cohort and number of cohorts consultant can run in a 12-month period
- Training milestones including certifications attained upon successful completion Reporting requirements for this grant include monthly communications including:
 - Invoice with funds spent to date with a cost breakdown
 - Number of participants
 - Number of participants successfully completed (when appropriate) and credentials earned □ Cohort demographics including but not limited to:
 - Gender identity, race, ethnic identity(ies), age, location
 - Percentage of participants who secured employment and employer Exhibit A includes reporting requirements template for consultant's reference.

Exhibit B includes an invoice template for consultant's reference.

IV. RESPONSE FORMAT

Responses to this RFP should consist of a technical and cost proposal submitted in one complete proposal including:

1. A cover letter expressing the organization's interest in working with the City of Burlington including identification of the principal individuals that will provide the requested services.
2. A description of the general approach to be taken toward completion of the trainings, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal.
3. A scope of work that includes detailed steps to be taken, including any products and milestones or deliverables resulting from each task.
4. A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each team member by task.
7. A cost proposal consisting of a composite schedule by task of direct labor hours, direct labor cost per class of labor, number of individuals per cohort, overhead rate, credentials graduates will hold and fee for the training. If the use of sub-consultants is proposed, a separate schedule must be provided for each.

Please note that the proposal should be limited to a total of 10 pages.

V. CONSULTANT SELECTION

The Selection Committee is made up of 3 to 5 members, which includes members from Business and Workforce Development in the City of Burlington and members from VTrans. If your organization is selected, the Selection Committee will make a recommendation to the VTrans Project Manager, the City Board of Finance and the City Council to award a contract.

The proposal will be evaluated considering the following criteria:

<i>Category</i>	<i>Points</i>
<i>Cohort Model</i>	<i>10</i>
<i>Blended instruction (hands-on and direct instruction)</i>	<i>10</i>
<i>Basic tools & safety gear provided</i>	<i>10</i>
<i>Program qualifications to offer construction and/or weatherization and/or heavy equipment</i>	<i>10</i>
<i>Safety and protection of participants</i>	<i>10</i>
<i>Prior experience running trainings</i>	<i>10</i>
<i>On-the-job training experience provided or coordinated</i>	<i>10</i>

<i>Certifications or credentials upon successful completion</i>	10
<i>Advertising, outreach and recruitment</i>	5
<i>Supportive Services</i>	5
<i>Diversity, equity, inclusion, gender trainings</i>	5
<i>Professional Development Skills</i>	5

The rates that are proposed will be in effect for the complete term of the contract.

The selection committee may elect to interview the consultant prior to final selection. The City of Burlington reserves the right to seek clarification of any proposal submitted and to select the proposal considered to best promote the public interest.

The proposal will be evaluated and awarded based on the personnel presented in the proposal. Should the awarded consultant propose any substitutions to the project personnel either at the time of the proposal or in the future, they must submit a request to VTrans' Municipal Assistance [Section](#) in consultation with the Municipality, for approval of such a change.

No proposal will be considered accepted until all necessary City authorizations, including those required by Board of Finance and City Council, if necessary, have been received and an agreement is executed by both parties.

VI. SUBMISSIONS

All questions related to this request for proposal shall be addressed to the contact person indicated, Alex Bacheller, Workforce Development Manager (abacheller@burlingtonvt.gov) by October 4, 2024.

The proposal shall conform to the following requirements. The consultant shall:

Submit as an electronic submission via email clearly marked in the subject with the project name Burlington's Construction and Weatherization Workforce Training Program. Please inform the Contact Person prior to submission to avoid proposal being relegated to their spam or junk email files. Proposals and/or modifications received after the date and time due will not be accepted or reviewed. No facsimile machine transmitted proposals will be accepted.

The proposal upon submission becomes the property of the City of Burlington. The expense of preparing and submitting a proposal is the sole responsibility of the consultant. The City of Burlington reserves the right to reject the proposal received, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP as in the best interest of the City of Burlington. This solicitation in no way obligates the City of Burlington to award a contract.

VII. EXHIBITS

- A. Exhibit A: Reporting Template
- B. Exhibit B: Invoice Template
- C. Exhibit C: Draft Consultant Contract (removed for expediency, see above)
- D. Exhibit D: Burlington Standard Contract Conditions (removed for expediency, see Attachment C)
 - i. Exhibit D-1: Insurance Indemnification (removed for expediency, see Attachment C-1)
- E. Exhibit E: Burlington Livable Wage Ordinance Certification (removed for expediency, see Attachment D)

- F. Exhibit F: Burlington Outsourcing Ordinance Certification (removed for expediency, see Attachment E)
- G. Exhibit G: Burlington Union Deterrence Ordinance Certification (removed for expediency, see Attachment F)

Bid documents include this main body of the request for proposals and all exhibits.

VIII. CONTRACTING

The consultant must qualify as an independent contractor and, prior to being awarded a contract, must apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the consultant is registered with the Secretary of State's Office. The Consultant's attention is directed to the VTrans' Disadvantaged Business Enterprise (DBE) Policy Requirements. These requirements outline the State's and the consultant's responsibility with regard to the utilization of DBEs for the work covered in the RFP. It is expected that the consultant will make good faith efforts to solicit DBE sub-consultants. The successful Consultant will be expected to execute sub-agreements with sub-consultants named in the Statement of Qualifications upon award of this contract.

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

IX. AGREEMENT REQUIREMENTS

The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited to those in the Burlington Contract Conditions (Exhibit E) and the attached Draft Agreement. No proposal will be considered accepted until all necessary City authorizations—including those required by Board of Finance and City Council if necessary—have been received and an agreement is executed by both parties.

X. LIMITATIONS OF LIABILITY

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

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

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

XVI. PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

XVII. PUBLIC HEALTH EMERGENCIES

Bidders are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Consultants shall consider public health emergencies as they develop project schedules and advance the work. If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to public emergencies will be excusable but will not be compensable.

Exhibit A
Burlington's Construction and Weatherization Workforce Training Program
RAISE Reporting Requirements

City of Burlington, Business and Workforce Development Office
 131 Church Street, Suite 209
 Burlington, VT 05401
 Alex Bacheller, abacheller@burlingtonvt.gov

Vendor Name
 Vendor Address
 Vendor phone, email Contact person

Training Title:

Date Range of Training	
# of Participants	
Participants Completed (if applicable)	

Credentials

Please provide the credential(s) earned by participants who successfully complete training. **Demographics**

Gender Identity	% Male, Female, Nonbinary
Race(s)	%
Ethnic Identity(ies)	%
Age	
Other	Include more lines if necessary

Employment

# of Participants Employed (following training)	
Employer Details	Employer Name Website

Exhibit B
Burlington's Construction and Weatherization Workforce Training Program
RAISE Invoice

Vendor Name

Vendor Address

Vendor Phone & email

Time Frame (Dates)	Hours/Items x Participants	Memo (Brief explanation of how funds were used)

Total

Attachment A-1:
Addendum 1 to RFP

ADDENDUM #1

Date: September 23, 2024

To: Burlington's Construction and Weatherization Workforce Training Program Proposers

From: Alex Bacheller, Workforce Development Manager, Business and Workforce Development

CC: Kara Alnasrawi, Director, Business and Workforce Development

Subject: Burlington's Construction and Weatherization Workforce Training Program, RFP

The following is to provide clarification for the Request for Proposals issued by the City of Burlington for Burlington's Construction and Weatherization Workforce Training Program.

Questions Received:

What is the award floor and ceiling for proposals?

The City has about \$1 million in funds to provide robust training programs over the next 5 years. Given that the City of Burlington is expecting to award contracts to multiple bidders, and bidders will be proposing different trainings with varying models, costs, and number of participants, this RFP has no specific floor or ceiling, and proposals will be evaluated based on the value and impact of the proposed training programs and their cost.

The scope of work states consultants are to recruit from the "Greater Burlington" area. Does this include South Burlington, Winooski, Williston, Essex, Colchester, etc.? All of Chittenden County? Secondly, how would you like consultants to prioritize Burlington residents vs. those residing in surrounding areas outside of Burlington who are willing to commute to Burlington for work and may be more ready to engage in employment?

Participants from throughout Chittenden County are welcome to participate in the program. After closing an enrollment period, the consultant should prioritize students who reside in Burlington. The City of Burlington prioritizes supporting residents of its municipality, while recognizing the importance of increasing construction and weatherization workers throughout the region who can perform such work within Burlington.

The scope of work mentions providing "relevant NCCER credentials". Are NCCER credentials a requirement?

NCCER credentials are not a requirement. However, when and where such credentials are appropriate, a proposer who includes them in their proposal will be looked upon favorably.

The scope of work states "consultants provide basic tools and equipment to participants that ensure safety during training and future employment. While it is understood that tools and equipment will be provided by consultants during training, is the intention for consultants to budget for tool kits/equipment to be given to participants after completing training as well?"

Basic tools and equipment shall be given to the participant to keep both for use during training and post-training when employed in the field. This can come in the form of actual items or a stipend for equipment.

Under training topics, can you clarify the minimum requirement "heavy equipment credentials"? What credentials are required that are different from the list following that states "may be covered" (Forklift certification, Excavator certification, etc.)

The list states "may be covered" to allow for proposers to offer only one certification if that is the only certification they are able to offer. The more certifications that a proposer can offer, the more favorably their application will be looked upon.

The final bullet point of the scope of work states "Consultants will provide on-the-job trainees with weekly progress reports signed by both the trainee and trainee's supervisor to assist with the successful completion of the training." Is there a minimum duration requirement for on-the-job training or job shadows?

The City does not require any minimum on-the-job training period, however industry standard indicates that 2 weeks or longer is an appropriate timeframe for trainees to gain relevant experience.

Can you confirm the timeline/period of performance?

Year 1 begins with calendar year, 2025. Grant funding expires in December 2030.

Would your preference be to see an overall cost proposal by year or for us to differentiate costs by cohort/program area as well as by year.

Proposers should break down costs per program/cohort so the Selection Committee can see specifics. Proposals will be evaluated based on the value and impact of the proposed training programs and their cost.

Regarding the cost proposal, we noted the requirement of stipends for supportive services. Are you requesting an explanation here as to how the stipends provided are adequate to meet participants' needs for supportive services or some separate partnership to provide access to childcare and/or transportation?

Proposers shall budget for a supportive services stipend to be paid to individuals to cover their personal costs as they pertain to childcare, transportation, etc. This funding does not require an additional partnership to provide supportive services.

Would providing a graduation "work kit" of gear to keep satisfy the completion bonus requirement or is this intended to be a separate cash bonus to help incentivize completion?

Proposers shall include a separate, cash completion bonus paid to participants following successful completion of the program to incentivize completing the training.

**Attachment A-2:
Addendum 2 to RFP**

ADDENDUM #2

Date: September 27, 2024

To: Burlington's Construction and Weatherization Workforce Training Program Proposers

From: Alex Bacheller, Workforce Development Manager, Business and Workforce Development

CC: Kara Alnasrawi, Director, Business and Workforce Development

Subject: Burlington's Construction and Weatherization Workforce Training Program, RFP

The following is to provide clarification for the Request for Proposals issued by the City of Burlington for Burlington's Construction and Weatherization Workforce Training Program.

Questions Received:

If organizers are planning a joint proposal, what is the expected response format? Does the 10-page limit stand for a joint proposal? In addition, can organizations select

Disadvantaged Businesses (DBEs) as sub-consultants and highlight in the proposal? If organizations are planning to submit a joint proposal, the City of Burlington expects organizations to follow the Response Format, considering the Deliverables section. The 10-page limit can be waived for joint efforts, but proposers shall be concise in their proposals. In addition, DBE sub-consultants and proposers will be looked upon favorably during the selection process.

Does the City envision this as a grant award or contract?

This Request for Proposals selection will result in a contract with the City of Burlington.

Is a joint proposal/bid that meets all criteria stronger or preferable to submitting multiple separate, but coordinated bids?

Neither form of submission will be viewed more favorably than the other.

What is the timeline for the grant funds?

The timeline for the RAISE grant workforce development funding is 5 years. There was an error in the original posting, as the City has an extension. Year 1 is 2025-2026, Year 2 2026-2027, and so on. Funding expires in December of 2030.

What level of construction math are you looking for (e.g., area and volume vs engineering calculus)?

The expectation is basic construction math that is applicable to any on-the-job experience. This should be something that is accomplished in a short training window and does not require math understanding beyond a high school diploma or equivalent.

Are there specific hand and power tools that we are required to cover?

There are no specific hand and power tools that are required to be covered. Participants should be equipped with knowledge of hand and power tools to safely and successfully be employed in the construction field.

In foundations of weatherization, can you further define "Construction education"? Do you have a specific task list associated with this request?

Construction education under the weatherization umbrella refers to any basic construction understanding necessary for participants to complete the weatherization training. This includes but is not limited to construction foundations like safety (OSHA 10), use of hand tools, use of power tools, construction math.

Do you have a list of employers related to this project? If not, are you expecting a stakeholder facilitation aspect to recruit and onboard employers?

At this point, the City does not have a contract with a construction company that will complete the Reconnecting Downtown construction and transportation project, as the workforce training programs will begin before construction does. We expect proposers have or will develop relationships with employers to facilitate on-the-job training experiences for participants in workforce training programs.

Is there a set number of hours this training must have?

There is no set number of hours this training must have, but instead should offer enough time to equip participants with the knowledge, safety standards, and any relevant certifications necessary depending on the training. Industry standard suggests most construction, weatherization, and trades workforce trainings last two to eight weeks in length.

Do you have a facility to teach at or is this the contractor's responsibility? The facility and relevant materials are the responsibility of the proposer.

Can you offer an extension on the Request for Proposals due date?

We cannot offer any extensions on the Request for Proposals due date. All proposals are due to Alex Bacheller (abacheller@burlingtonvt.gov) by Friday, 10/4 at 5:00pm.

Attachment A-3:
Addendum 3 to RFP

ADDENDUM #3

Date: September 30, 2024

To: Burlington's Construction and Weatherization Workforce Training Program Proposers

From: Alex Bacheller, Workforce Development Manager, Business and Workforce Development

CC: Kara Alnasrawi, Director, Business and Workforce Development

Subject: Burlington's Construction and Weatherization Workforce Training Program, RFP

The following is to provide clarification for the Request for Proposals issued by the City of Burlington for Burlington's Construction and Weatherization Workforce Training Program.

Questions Received:

Is there a preferred target dollar amount for stipends for supportive services? There is no preferred target dollar amount for stipends for supportive services, but proposers shall consider average costs for childcare, transportation, and the like for the greater Burlington area when pricing support service stipends.

Is there a preferred target dollar amount for completion bonuses?

There is no preferred target dollar amount for completion bonuses, but proposers shall consider the length of the training and participant's time spent. In addition, the completion bonus shall be an amount that encourages successful completion of the training.

Could you define certification? Is this a certificate of completion or an industry recognized credential?

A certification shall include an industry recognized standard when appropriate. Proposers should consider OSHA and NCCER. In addition, if heavy equipment trainings are offered, appropriate certifications should accompany completion of the training. Where there is no industry recognized credential, a certificate of program completion will do.

Attachment B:
Consultant Response to Request for Proposals dated 10/04/2024

October 4, 2024

City of Burlington - Business and Workforce Development
Alex Bacheller, Workforce Development Manager
131 Church Street, Suite 209
Burlington, VT 05401

Dear Alex Bacheller,

It is my pleasure to submit ReSOURCE's enclosed proposal for consideration requesting \$995,704 from the City of Burlington's Construction and Weatherization Workforce Training Program.

ReSOURCE, in collaboration with Vermont Adult Learning and Vermont Works for Women proposes Workforce Development Training programs with both English Language Learning and Gender Equity support that will have a significant impact on Burlington and the greater Burlington area. ReSOURCE's approach focuses on empowering individuals, strengthening Vermont communities, and relieving poverty by building a stronger workforce. Through our proposed partnership, Burlington residents will gain valuable skills and industry-recognized certifications that prepare them for in-demand careers with higher starting wages and secure employment tracks with area employers.

Each organization has a long history of working in and around Burlington and supporting area workforce development needs. Our interest in working with the City of Burlington is to combine our expertise in construction training, weatherization, HVAC, and Heavy Equipment with the City's unique needs and expectations.

We are looking forward to the prospect of working together over the coming years, growing our relationship with the City of Burlington, and ultimately, delivering the training and support area residents will need to move into in-demand jobs. Please don't hesitate to contact me if you have any questions or need additional information. Thank you.

Sincerely,



Tom Longstreth

ReSOURCE Executive Director



PROGRAM DESCRIPTION

A description of the general approach to be taken toward completion of the trainings, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal.

ReSOURCE's goal is to form a partnership to meet each element of the proposed scope of work as outlined in the RFP. With ReSOURCE as the lead and Vermont Adult Learning (VAL) and Vermont Works for Women (VWW) providing additional supports, this funding would enable us to scale current programming as it relates to occupational training programs for un-and under-employed Vermonters as well as low-income and other at-risk populations in and around Burlington, Vermont. This Cohort Training model builds upon ReSOURCE's and VAL's success and fully integrates the needs of participants with the needs of local employers. This partnership will provide targeted training in Construction, Weatherization (including both Heat Pump and HVAC focused trainings), and Heavy Equipment. All are local industries where we have employer partners who are interested in hiring our graduates knowing they have received the appropriate training and certifications necessary to be successful in their chosen career path.

ReSOURCE places our graduates on tracks for jobs with higher wages, benefits, and increased earning potential for the future. With the development opportunities in Burlington, now, more than ever is the time to build on that success with locally expanded cohorts of training that will essentially double the number of low income individuals and youth training through ReSOURCE in the Greater Burlington area while also growing new and existing partnerships with area nonprofits and employers throughout the State in need of a skilled workforce.

ReSOURCE developed these "cohort-style" training programs in 2018 in collaboration with CEDO because we specialize in hands-on skill building ideally suited for the trades and are able to reach a demographic left behind by the "four-year college-or-bust" mindset that precludes many from successful outcomes and prevents a focus on the skill-building needed to prepare people for pathways in Vermont's growing fields. Over the last 4 years following the Covid-19 pandemic, labor shortages have continued to stress these industries. ReSOURCE's employer partners are eager to try innovative pathways and partnerships for training and supported employment, this includes hiring from new demographics and requesting additional training and support to do so successfully. With the proposed 3-6 week cohort model, ReSOURCE boasts greater than 80% placement rates into employment.

Cohorts of Construction, Weatherization, HVAC, Heat Pump, and Heavy Equipment trainings have a broad ability to bring new entrants into Vermont's workforce. Graduates will be fully prepared to move into careers as weatherization or heat pump installers, carpenters, construction workers, heavy equipment operators, and in some cases, apprenticeships with area employers. Similarly, the job-shadowing component at the end of each cohort of training provides extra time spent developing fit and successful placements, ensuring a higher likelihood of employment success and opportunities for career advancement. Each fills a basic skill set needed to build the pipeline to employment in specialized careers.

Below is the outline of our Cohort Model. Each cohort provides at least 2 industry-recognized credentials over the course of training. The start of training provides experience with tool use and safety and classroom instruction followed by practical application and hands-on learning, and then a job shadow experience.

Construction training prepares trainees for entry-level work in the trades. During this six-week course, participants earn credentials to build up their experience and resume. With established employer partnerships, trainees are given the opportunity to receive job placement.

What You'll Learn

1. NCCER Hand Tool Credential
2. NCCER Power Tool Credential
3. OSHA-10 Certificate
4. ReSOURCE PPD Badge
5. Hands on learning

Workshop Outline

In this 6-week, Monday – Friday (9-4), program trainees learn key knowledge and fundamentals that will create a solid foundation for future growth. Weeks 1 & 2

The first 2 weeks are focused on the NCCER credentials and begin the instruction of construction math. The variety of hand & power tools covered can be found on any job site, creating a core knowledge to build upon with future experiences. Additionally, during this timeframe, trainees receive professional development, which includes a mock interview and resume development and accumulates to a job fair with employers that are actively hiring. Weeks 3 & 4

Weeks 3 & 4 Complete an OSHA-10 class, practical skills application on community build projects. Past projects have included framing a wall and adding electrical outlets, picnic tables/benches, 3-sided sheds, and chicken coops.

Weeks 5 & 6

Weeks 5 & 6 Job Shadows

Similarly, Weatherization provides NCCER and OSHA-10, HVAC and Heat Pump also offer OSHA-10 and EPA 608 while also covering building science, energy efficiency, and fundamentals of construction, weatherization, and HVAC systems. Heavy Equipment provides both OSHA-10 and forklift certifications along with experiential learning with various heavy equipment rentals and practical application on a job site.

In our conversations with area employers, the most common barrier to workforce entry is around receiving necessary applicants, let alone qualified applicants. ReSOURCE, while not immune to this challenge in recruiting for and filling our training programs, is well-suited to recruit from less traditional employment sources. We are well connected to un- and under-employed populations as well as those with barriers to employment who may not have otherwise considered a career in the trades. This connection enables ReSOURCE to better prepare candidates and train for and help determine viable career pathways as well as placements and additional hands-on training opportunities with area employer partners. ReSOURCE is also experienced in teaching soft skills, particularly time and task management, teamwork, flexibility, communication, and self-motivation. All of these have scored highly as important skills for entry-level workers and are included in our curriculum, summarized above.

Funding this proposal will enable ReSOURCE to build on an already proven and successful model and utilize partners to scale up the scope of training offered, wraparound services provided, and the number of individuals receiving targeted training for available jobs.

ReSOURCE projects 29 cohorts serving 189 individuals over the next 3 years. An estimated 161 trainees will complete training, earning 423 certifications with approximately 129 individuals entering the workforce following the completion of their training.

After successful completion of the 2-4 weeks of classroom and experiential learning, trainees will be matched with partner employers for up to 2 weeks of job shadowing. These will be employers who have agreed to hire if the match is right. ReSOURCE will partner with employers who offer above minimum wage, benefits, and opportunities for advancement. During the job shadow, program coordinators meet regularly with the trainee and supervisor to check in on progress and fit. This may be individual meetings or group meetings. The intent is to ensure the fit is right for a job offer at the end of the job shadow and to increase retention and success.

In the rare cases where the match is not right, ReSOURCE will work with the trainee to assess the next step. Next steps might be a job shadow with a new employer, employment outside the occupational training focus, part-time work, additional training or something else. ReSOURCE's trainee-focused approach will prioritize the trainee's success and ensure employer partners are finding the right employees.

ReSOURCE has established employer partners in each corner of the State, and as interest and need allows, ReSOURCE is committed to expanding this network. ReSOURCE's Program Managers will match trainees and employers through an interview process, and support both through regular contact throughout the job shadow portion of their training. These job shadows serve as a bridge to hiring for many. We've learned that graduates often need more time and on-the-job experience to ascertain fit and whether or not the goals of the individual and the employer are met by a position. The job shadow provides the perfect opportunity to complete that assessment in a low-risk way for employers while also providing real-life work experience and transferable skill-building for individuals regardless of whether or not they choose to continue on to employment with that employer.

SCOPE OF WORK

A scope of work that includes detailed steps to be taken, including any products and milestones or deliverables resulting from each task.

Scope	Cohort Count	Participant Count	# Weeks	Certifications Provided
Cohort Model for Trainings	29	189		
Foundations of Construction	9	54	54	OSHA -10; NCCER
Foundations of Weatherization	3	18	18	OSHA -10; NCCER
HVAC	6	36	36	EPA 608; OSHA-10
Weatherization/Heat Pump	5	45	20	EPA 608; OSHA-10, First Aid/CPR/AED

Heavy Equipment Operation	6	36	18	OSHA-10; Forklift
Description				
All proposed training follows the cohort model and represents 3-6 week, entry-level training opportunities for jobs with area employers. Each will follow the same delivery model: 2-4 weeks of structured classroom and experiential training followed by up to 2 weeks of job shadows, gaining work experience training onsite with employers, many of whom have agreed to hire if the match is right. Classroom and Experiential Learning has four components: 1. Industry-recognized certifications including EPA 608; OSHA-10, NCCER, Fork Lift, and First Aid/CPR/AED certifications taught and administered by certified ReSOURCE and VAL instructors 2. Technical Training: Instructors provide classroom-style and experiential learning in both technical and job-site safety training related to their field of interest. For example, construction fundamentals are taught in a classroom setting in ReSOURCE's South End Joinery wood shop on Pine Street, Burlington; These skills are then practically applied while building a shed or completing other public service projects. Similarly, cooling systems may be introduced through an instructional video, then students expand their knowledge by disassembling a cooling unit. Instructors provide ongoing feedback to students through observation in the classroom and in hands-on settings, assessing skills desired by partner employers. 3. Professional Development Training: Also called "soft skills," these are the skills employers report have the biggest impact on retention. The ability to handle conflict, ask for help, get along with coworkers, work independently and as part of a team, show up reliably and on time, communicate, and remain flexible are as necessary as technical skills. 4. Career readiness training: 4 hours of career readiness instruction includes resume building, job application, LinkedIn, and Interview support. Time is split between the group setting with individual instruction and support built in as well.				
Scope	Cohort Count	Participant Count	# Weeks	Certifications Provided
Additional Subcontracted Services	*Assumed not unique individuals			
ELL Bridge Class, Training, and Employer Support	2	16	NA	NA
Description				
Bridge Classes will be offered at 6-8 weeks per training with 3 days a week, 3 hrs a day of training provided. In addition, VAL is currently utilizing an Integrated Education and Training (IET) model to develop an ELL-targeted curriculum that will equip ELL participants with the industry-specific vocabulary necessary to successfully pursue employment opportunities in weatherization, heat pump installation, and climate work. The curriculum is being created by a team of Adult Ed instructors, ELL instructors, technical instructors, and employment specialists. By expanding linguistic access to our Energy Works opportunities for New Americans and refugees, VAL expedites pathways to employment by focusing English instruction on industry-specific vocabulary and concepts. VAL ELL instructors associated with this project hold Teaching English as a Second Language (TESOL) Certification.				
Scope	Cohort Count	Participant Count	# Weeks	Certifications Provided
Gender Equity Training and Support	6	150		NA
Description				

ReSOURCE is proposing to contract Vermont Works for Women's (VWW) services to provide Gender Equity training and support. VWW will run 2 in-person, 3-hour trainings per year for up to 25-30 individuals per workshop. VWW recognizes that preparing women to pursue successful and economically stable careers that are non-traditional for women – such as renewable energy fields – is only one piece of the puzzle: employers must also do the work to be prepared, inclusive, and ready to hire and support women in their workplaces. Far too many stories from our participants and program mentors point to workplaces and job sites where culture and behavior still represent an “old boys’ club” unwelcoming to women. To address the systemic issues, VWW will provide gender equity support, training, and consultation for employer partners. Recent partners include all of the low-income weatherization assistance crews and supervisors in Vermont, and Vermont Heating & Ventilation (a leading HVAC/R installer with staff in Vermont and bordering communities in New Hampshire).

In these trainings, employers learn about the persistence of sexual harassment and assault in the construction trades and how gender bias and gender norms impact us all. Through small-group discussions and role-playing scenarios, they also learn about implicit bias and microaggressions and how to interrupt bias and be a good ally on the worksite. Finally, participants learn about enhanced company policies, such as including gender equity in employee performance reviews and other ways to ensure an inclusive, supportive workplace environment for all genders.

ReSOURCE is committed to working with the City of Burlington to advertise workforce training opportunities and support recruitment. ReSOURCE will distribute promotional materials to State agencies, nonprofit partners, and area community centers and educators. ReSOURCE will post online regarding upcoming scheduled trainings. This information will be developed by ReSOURCE’s marketing department and will be updated for individual programs, locations and dates. ReSOURCE and our partners have already discussed cross promotion and referral opportunities and will coordinate paid advertising from social media to print resources. Similarly, ReSOURCE would propose utilizing any City listservs or newsletters to support awareness and recruitment campaigns and would be open to the opportunity to present our programs and current schedules to any community working groups or at appropriate and relevant meetings. ReSOURCE’s applications are all available online, but we also make flyers available locally through DOL partners, the local One Stop job centers, area employer partners, and other community partners and nonprofits. Targeted advertising is planned as needed ahead of the start date for each cohort and partners are committed to a coordinated schedule so as not to compete for participants locally.

This partnership will recruit participants for workforce trainings with a focus on historically marginalized communities, immigrants, and youth because of the built-in supports offered for English Language Learners as well as Gender Equity support to help women entering the trades, but also because these target populations already fit the demographics served by each organization. ReSOURCE’s target population will include low-income Burlington residents. A subset of this population is unemployed or underemployed Vermonters reporting low wages, lack of wages, or inability to get or keep a job with adequate wages, hours, and benefits or some combination of the three. ReSOURCE will seek to target those workers who have not previously considered entering the trades due to a lack of skills, confidence, or knowledge of how to go about building a new career. The population served includes low-moderate income individuals living at or below 80% of the area median family income and Vermonters with disabilities. While prioritizing Burlington residents, all training will be held in Chittenden County and the Greater Burlington area. In the current economic climate, those who are currently un- or under-employed tend to have the greatest barriers to entering the workforce. This can include unstable housing, lack of transportation or childcare, lower literacy, or other challenges restricting their capacity to engage in full-time employment. ReSOURCE and our partners are committed to reducing barriers to employment while also ensuring accessibility to the training that will make that possible. The stipends offered for each training are meant to reduce barriers to accessing the training itself with a completion bonus that will incentivize reaching the end despite the circumstances and very real obstacles that have stood in the way up until this point. ReSOURCE and our partners are committed to tracking demographic information of individuals served including, but not limited to gender identity, race, ethnic identity(ies), age, and location.

All identified applicants will be screened for eligibility. ReSOURCE utilizes an eligibility rubric that includes screening categories such as an assessment of career goals, the applicant's basic needs and skills, and their responsiveness. Once an applicant is found eligible, ReSOURCE will schedule information sessions, individual interviews, and reference checks. These will be led by ReSOURCE's Training Managers.

Once enrolled in the training program, each participant receives basic safety gear for the duration of the training and to take with them into employment. This will include safety glasses, ear protection, gloves, and apparel.

In addition to the cohort model described above, this partnership will offer additional supports through both Gender Equity training and ELL supports. English Language Learner support

- Outreach and recruitment of New Americans, refugees, and ELL participants in collaboration with the U.S. Committee for Refugees and Immigrants (USCRI) and the Vermont Migrant Education Program among other advocacy services for ELLs.
- English assessments to determine readiness to engage in the climate workforce (ELL students must assess at CASAS Level 4 or higher to be considered).
- Providing a 6-8 week "bridge" class of climate industry English immersion instruction to expedite English learning in the fields of weatherization, heat pump installation, and general construction.
- English support during grant trainings- preparing ELL participants for class, debriefing/recapping after class as needed
- English support between ELLs and employers who hire ELL participants upon completion of training. English support will be provided on site and integrated with employer orientation, onboarding, and initial training.

Gender Equity Training and support

- VWW offers a variety of services focusing on gender equity in the workplace □ The Gender Equity Workplace Program consists of:
- Women's Focus Groups: Assess the working environment for women and gender-expansive individuals in your company through facilitated conversations led by VWW; follow up debrief with management as well as a written report provided with recommendations for improvements
- Pre-Survey: Online survey to gauge staff knowledge and interest in topics covered in workshops and inform the focus of training content
- Busting Gender Bias Part I Workshop: This workshop explores the messages we all received growing up about gender and how those messages continue to influence our attitudes, beliefs, and behaviors today. We will review terms related to gender and discuss gender norms through facilitated small group conversations.
- Busting Gender Bias Part II: Participants will explore implicit bias more deeply and learn about microaggressions or "everyday bias" that frequently manifests in subtler ways. Finally, they will learn how to be good allies and practice "ready responses" to interrupt bias.
- VWW Report: VWW will draft a summary report of key observations, takeaways, and recommendations from group sessions and checklist assessments and meet with management or leadership to review and help set goals for next steps.

- VWW also offers stand alone workshops for Busting Gender Bias trainings (described above) and
- Recruitment and Retention for Gender Equity: job seekers spend just 49.7 seconds reviewing a listing before deciding it's not a fit. This workshop will provide a brief recap of the economic benefits of workplace diversity and provide tools and strategies for attracting gender-diverse candidates to your organization.
- VWW also offers workplace focus groups, employee resource groups, and GEAR, the Gender Equity Advancement Roundtable

Additionally, as a leveraged resource, VAL is available to provide the following free services to participants who co-enroll at VAL - in person at our Chittenden location (77 College Street) or remotely via our Online Learning Center:

- Literacy Education: Reading, Writing, Math, computer and financial literacy education
- (general) English Language Learning and US Citizenship preparation *does not include the industry specific technical English instruction summarized below
- High School Diploma and GED Credentialing
- Career and College Readiness

Finally, below is a table of milestones and deliverables over the course of this funding:

YEAR 1						
	Construction	Weatherization	HVAC	Heat Pump	Heavy Equipment	TOTAL/ Year
Number of Cohorts	3	1	2	1	2	9
Number of Participants	18	6	12	9	12	57
Number of Completers	15	5	10	8	10	48
Certifications Earned	36	12	24	27	24	123
Completers placed in Employment	12	4	8	6	8	39
Rate successfully placed in employment	80%	80%	80%	80%	80%	80%
YEAR 2						
	Construction	Weatherization	HVAC	Heat Pump	Heavy Equipment	TOTAL/ Year
Number of Cohorts	3	1	2	2	2	10
Number of Participants	18	6	12	18	12	66
Number of Completers	15	5	10	15	10	56
Certifications Earned	36	12	24	54	24	150
Completers placed in Employment	12	4	8	12	8	45
Rate successfully placed in employment	80%	80%	80%	80%	80%	80%

YEAR 3						
	Construction	Weatherization	HVAC	Heat Pump	Heavy Equipment	TOTAL/ Year
Number of Cohorts	3	1	2	2	2	10
Number of Participants	18	6	12	18	12	66
Number of Completers	15	5	10	15	10	56
Certifications Earned	36	12	24	54	24	150
Completers placed in Employment	12	4	8	12	8	45
Rate successfully placed in employment	80%	80%	80%	80%	80%	80%

SUMMARY OF LABOR HOURS

A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each team member by task.

Labor hours are calculated for each role and broken out between functions, including recruitment/ screening, case management, advertising/outreach, and program management. These time estimates are different for some programs due to program structure. For example, instruction for ReSOURCE's HVAC Intensive is provided directly by the Program Manager, while other programs have both a Program Manager and a separate Instructor. Labor hours for managers are calculated from an estimate of total work hours in the year (40 hrs per week x 52 weeks less combined time off and holiday time) divided by total cohorts to be run per year. Labor hours for Directors are derived from historical experience and expectations for the total number of cohorts to be run annually (including some statewide training not funded under this proposal). The Marketing Manager's time was similarly estimated from total annual time, a percentage allocated to Intensive program recruitment, and the total number of annual Intensive cohorts (including ones not funded under this grant).

Labor totals vary by program but range from 486 hours for HVAC, where the manager is also the instructor, to 648 for Vermont Adult Learning's weatherization/heat pump training. Labor rates range from \$45 per hour for ReSOURCE's 3 employees, who are on payroll only for 3-4 weeks in the middle of each cohort, to \$30/hour, which is the average effective rate for a program manager's salary.

ReSOURCE has been a fixture in Vermont since 1991, empowering individuals and strengthening Vermont communities through Workforce Development, Poverty Relief, and Environmental Stewardship. For more than 30 years ReSOURCE has expanded its services and programming to offer more opportunities to at risk-youth and low-income individuals and families in Chittenden, Washington, and Lamoille counties, as well as neighboring communities throughout Vermont. ReSOURCE has a long history of responding to emergent needs and creating training programs that meet community demand and remains committed to investing in and growing key training programs with the demonstrated ability to transform lives. ReSOURCE trains over 300 people on average each year meeting an urgent need to create opportunity for disadvantaged and low skilled potential workers through skill training, credentialing, and placement with local employers.

Program/Role	Staff	Certifications
Admin	Andrew Jope, Training Director	Masters of Public Administration, NCCER Certified Instructor and Proctor
Const 101	Jeff Schake, Program Manager	NCCER Certified Instructor and Proctor
Instructors	Maggie Robinson, Program Manager	NCCER Certified Instructor and Proctor
	Tammy Ellis	NCCER Certified Instructor
	Ron Cardinal	NCCER Certified Instructor
	Brian Hsiang	NCCER Certified Instructor
	Barb Greenia	NCCER Certified Instructor
WX 101	Pam Laser, Program Manager	NCCER Certified Instructor and Proctor
Instructors	Maggie Robinson, Program Manager	NCCER Certified Instructor and Proctor
	Chris Parsons	BPI Certified, NCCER Certified Instructor, OSHA-10 Certified Instructor
	Junio Anthes-Moody	BPI Certified
	Brad Cook	BPI Certified
HVAC 101	Daniel Hayes, Program Manager and Instructor	EPA 608 Certified Instructor

Est. in 1980, Vermont Adult Learning’s mission is to create an innovative, inclusive, and equitable learning environment that provides personalized opportunities for education and career development for Vermont residents by building relationships, strengthening communities, and fostering lifelong learning.

VAL is one of four agencies serving Vermont’s Adult Education and Literacy Network (AELN). 48% of AELN students come to VAL unemployed, often facing multiple concurrent barriers. Specifically, 89% of their learners are low-income, 29% have language barriers, 25% report a disability, 4% are homeless or foster-involved youth, and 2% are ex-offenders. 57% of the learners who come to VAL are women, 36% are non-white (significantly, 93.8% of Vermonters are white, making this six times the ratio of non-white Vermonters statewide), and 52% are between the ages of 16-24. Notably, from FY22 to FY24 the AELN has seen an 88% increase in English Language Learners, a reflection of the growing population of refugees resettled in Vermont.

In 2024, VAL served 1,466 students, 602 of whom were English Language Learners.

Vermont Works for Women (VWW) has been training and supporting employers since their inception in 1987. Since 2019, VWW has offered Gender Equity workshops and technical assistance to over 140 employers. In 2023 alone, VWW provided 20 workshops to 29 employers (17 Trailblazer host sites, 5 schools, and 8 other employers). Altogether these trainings reached 1,006 individuals.

VWW has been recognized locally and nationally by the National Alliance for Partnerships in Equity 2017 Teamwork Award, Vermont Children’s Trust Fund’s Sally Fox Award, the National Association of Mayors, the Vermont Housing and Conservation Board, Hunger Free Vermont, The Lake Champlain Regional Chamber of Commerce, the National Girls Collaborative and the John Merck Fund.

BUDGET

A cost proposal consisting of a composite schedule by task of direct labor hours, direct labor cost per class of labor, number of individuals per cohort, overhead rate, credentials graduates will hold and fee for the training. If the use of sub-consultants is proposed, a separate schedule must be provided for each.

As summarized in the table below and attached cost proposals, ReSOURCE has included seven types of training in this proposal. Five of these fall into the workforce training category and include an expectation of credential attainment, case management, payment of a stipend to trainees as well as a completion bonus, and placement of trainees into gainful employment. Many of the trainees served by the supplemental training programs are also counted in the workforce training total. For this reason, a key metric of success is the 189 unduplicated trainees to be served by the workforce training programs.

The cost per cohort is calculated from the labor hour estimate and pay rates, the associated fringe benefits and cost of non-work hours for time off, and the itemization of other costs. Significant other costs include the following:

Trainee stipends and completion bonuses: These are calculated based on a conservative number of trainees enrolled in each cohort. The actual cohort size may be up to 25% higher.

Credentials: Each program awards trainees a different mix of industry-recognized skill credentials. These costs vary slightly by program. Credentials with associated unit cost to be awarded include OSHA-10, \$75/per; NCCER, \$40/per; Forklift certification, \$15/per; and EPA 608, \$40/per.

Indirect Rate: ReSOURCE has applied an 18% indirect cost rate. This is below our current federally approved indirect rate agreement.

ReSOURCE will charge \$5,500 per trainee for its Intensives (Construction 101, Weatherization 101, HVAC, and Heavy Equipment) and thus cover close to half of each program cost with other funding. The grant fee per trainee for VAL's Weatherization and ESL add-on is \$3,499 and \$2,065 per trainee, respectively, and VAL is covering one-third of these program costs with other funding.

Vermont Works for Women will charge \$2,200 per cohort (not per trainee) for gender and equity training. These programs are designed for employers and employees and are included as supplemental training separate from the core workforce development programs, which will serve at least 189 trainees.

Cohort	Cohorts	Trainees Per Cohort	Trainees Funded	Cohort Cost	Total Cost	Grant Charge Per Trainee	Grant Cost Per Cohort	Full Grant Charge
ReSOURCE Construction 101	9	6	54	\$57,475	\$517,275	\$5,500	\$33,000	\$297,000
ReSOURCE Weatherization 101	3	6	18	\$57,475	\$172,425	\$5,500	\$33,000	\$99,000
ReSOURCE HVAC	6	6	36	\$52,012	\$312,071	\$5,500	\$33,000	\$198,000
ReSOURCE Heavy Equipment	6	6	36	\$53,667	\$322,003	\$5,500	\$33,000	\$198,000
VT Adult Learning Weatherization Full	5	9	45	\$52,514	\$262,568	\$3,499	\$31,493	\$157,465

Workforce Development Totals	29		189		\$1,586,342			\$949,465
Add-On Supplemental Trainings (Some of these trainees will be served through above workforce development programs)								
VT Adult Learning ELL Services	2	8	16	\$24,791	\$49,582	\$2,065	\$16,519	\$33,039
VT Works for Women Equity Workshops	6	25	150	\$24,791	\$148,746	n/a	\$2,200	\$13,200
Supplemental Training Total	8		166	\$49,582	\$198,328			\$46,239
Workforce & Supplemental Trainings	37		355		\$1,784,670			\$995,704

ReSOURCE Construction 101 Intensive				Program Length Weeks	6
3 Cohorts/Year	Director	Manager	Instructor	Marketing Mgr	Total
Direct Labor Rate by class	\$ 42.00	\$ 30.00	\$ 45.00	\$ 32.00	
Labor Tasks					
Recruitment/Screening	-	68.10	-	-	68.10
Case Management	-	158.90	-	-	158.90
Advertising/Outreach	-	-	-	11.00	11.00
Instruction	-	113.50	96.00	-	209.50
Program Management	21.00	113.50	-	-	134.50
Total Labor Hours	21	454	96	11	582
Total Labor Cost	\$ 882.00	\$ 13,620.00	\$ 4,320.00	\$ 352.00	\$ 19,174.00
Holiday & CTO Add	\$ 111.95	\$ 1,728.69	\$ 548.31	\$ 44.68	\$ 2,433.62
Other Fringe Benefits					\$ 4,410.02
Non-Labor					
Credential Fees					\$ 690.00
Stipends					\$ 16,200.00
Bonus					\$ 1,800.00
Trainee Tools/PPE					\$ 4,000.00
Contracted Services					
Total Non-Labor					\$ 22,690.00
Direct Cohort Cost					\$ 48,707.64
Indirect Costs					\$ 8,767.38
Total Cohort Cost					\$ 57,475.02
Trainees Per Cohort					6
Cost/pupil					\$ 9,579.17
Proposed Fee Per Trainee					\$ 5,500.00
Cohort Grant Combined Fee					\$ 33,000.00

ReSOURCE Weatherization 101 Intensive					Program Length Weeks	6
2 Cohorts/Year	Director	Manager	Instructor	Marketing Mgr	Total	
Direct Labor Rate by class	\$ 42.00	\$ 30.00	\$ 45.00	\$ 32.00		

Labor Tasks					
Recruitment/Screening	-	68.10	-	-	68.10
Case Management	-	158.90	-	-	158.90
Advertising/Outreach	-	-	-	11.00	11.00
Instruction	-	113.50	96.00	-	209.50
Program Management	21.00	113.50	-	-	134.50
Total Labor Hours	21	454	96	11	582
Total Labor Cost	\$ 882.00	\$ 13,620.00	\$ 4,320.00	\$ 352.00	\$ 19,174.00
Holiday & CTO Add	\$ 111.95	\$ 1,728.69	\$ 548.31	\$ 44.68	\$ 2,433.62
Other Fringe Benefits					\$ 4,410.02
Non-Labor					
Credential Fees					\$ 690.00
Stipends					\$ 16,200.00
Bonus					\$ 1,800.00
Trainee Tools/PPE					\$ 4,000.00
Contracted Services					
Total Non-Labor					\$ 22,690.00
Direct Cohort Cost					\$ 48,707.64
Indirect Costs					\$ 8,767.38
Total Cohort Cost					\$ 57,475.02
Trainees Per Cohort					6
Cost/pupil					\$ 9,579.17
Proposed Fee Per Trainee					\$ 5,500.00
Cohort Grant Combined Fee					\$ 33,000.00

ReSOURCE HVAC Intensive					Program Length Weeks	6
3 Cohorts/Year	Director	Manager	Instructor	Marketing Mgr	Total	
Direct Labor Rate by class	\$ 42.00	\$ 32.00	\$ 45.00	\$ 32.00		
Labor Tasks						
Recruitment/Screening	-	68.10	-	-	68.10	
Case Management	-	158.90	-	-	158.90	
Advertising/Outreach	-	-	-	11.00	11.00	

Instruction	-	158.90	-	-	158.90
Program Management	21.00	68.10	-	-	89.10
Total Labor Hours	21	454	0	11	486
Total Labor Cost	\$ 882.00	\$ 14,528.00	\$ -	\$ 352.00	\$ 15,762.00
Holiday & CTO Add	\$ 111.95	\$ 1,843.94	\$ -	\$ 44.68	\$ 2,000.56
Other Fringe Benefits					\$ 3,625.26
Non-Labor					
Credential Fees					\$ 690.00
Stipends					\$ 16,200.00
Bonus					\$ 1,800.00
Trainee Tools/PPE					\$ 4,000.00
Contracted Services					
Total Non-Labor					\$ 22,690.00
Direct Cohort Cost					\$ 44,077.82
Indirect Costs					\$ 7,934.01
Total Cohort Cost					\$ 52,011.83
Trainees Per Cohort					6
Cost/pupil					\$ 8,668.64
Proposed Fee Per Trainee					\$ 5,500.00
Cohort Grant Combined Fee					\$ 33,000.00

ReSOURCE Heavy Equipment Intensive					Program Length Weeks	6
2 Cohorts/Year	Director	Manager	Instructor	Marketing Mgr	Total	
Direct Labor Rate by class	\$ 42.00	\$ 30.00	\$ 45.00	\$ 32.00		
Labor Tasks						
Recruitment/Screening	-	68.10	-	-	68.10	
Case Management	-	158.90	-	-	158.90	
Advertising/Outreach	-	-	-	11.00	11.00	
Instruction	-	113.50	80.00	-	193.50	
Program Management	21.00	113.50	-	-	134.50	
Total Labor Hours	21	454	80	11	566	
Total Labor Cost	\$ 882.00	\$ 13,620.00	\$ 3,600.00	\$ 352.00	\$ 18,454.00	
Holiday & CTO Add	\$ 111.95	\$ 1,728.69	\$ 456.92	\$ 44.68	\$ 2,342.24	

Other Fringe Benefits					\$ 4,244.42
Non-Labor					
Credential Fees					\$ 540.00
Stipends					\$ 8,100.00
Bonus					\$ 1,800.00
Trainee Tools/PPE					\$ 4,000.00
Equipment Rental					\$ 6,000.00
Total Non-Labor					\$ 20,440.00
Direct Cohort Cost					\$ 45,480.66
Indirect Costs					\$ 8,186.52
Total Cohort Cost					\$ 53,667.18
Trainees Per Cohort					6
Cost/pupil					\$ 8,944.53
Proposed Fee Per Trainee					\$ 5,500.00
Cohort Grant Combined Fee					\$ 33,000.00

Subredpient: Vermont Adult Learning, Inc

Weatherization/Heat Pump Combo Training: based on 9 participants									
	Director	Manager	Instructor	Marketing Mgr	Total		Grant Funds	VAL Cost Share	
Direct Labor Rate by class	\$ 36.58	\$ 31.00		\$ 31.00					
Labor Tasks									
Recruitment/Screening	8.00	32.00	-	60.00	\$ 3,144.64	\$ 2,095.42	\$ 1,049.22		
Case Management	-	60.00	-	-	\$ 1,860.00	\$ 1,239.41	\$ 620.59		
Advertising/Outreach	8.00	32.00	-	60.00	\$ 3,144.64	\$ 2,095.42	\$ 1,049.22		
Instruction	-	-	-	-	\$ -	\$ -	\$ -		
Program Management	72.00	160.00	-	-	\$ 7,593.76	\$ 5,060.08	\$ 2,533.68		
Job Readiness	-	24.00	-	116.00	\$ 4,340.00	\$ 2,891.95	\$ 1,448.05		
Evaluation	8.00	4.00	-	4.00	\$ 540.64	\$ 360.25	\$ 180.39		
Total Labor	96	312	0	240	\$ 20,623.68	\$ 13,742.52	\$ 6,881.16		
Indirect/Overhead					\$ 7,873.96	\$ 5,246.79	\$ 2,627.17		
Non-Labor						\$ -			
Credential Fees					\$ 135.00	\$ 89.96	\$ 45.04		
Participant Stipends					\$ 7,750.00	\$ 5,164.19	\$ 2,585.81		

Trainee Toolkits					\$ 1,350.00	\$ 899.57	\$ 450.43
Contracted Services					\$ 8,482.50	\$ 5,652.29	\$ 2,830.21
Travel					\$ 884.40	\$ 589.32	\$ 295.08
Supplies (office, books, manuals, shop materials)					\$ 1,109.00	\$ 738.98	\$ 370.02
Space Rental					\$ -	\$ -	\$ -
Student Supports (transport, childcare, training meals, etc.)					\$ 3,105.00	\$ 2,069.01	\$ 1,035.99
Marketing Materials/Paid Ads					\$ 1,200.00	\$ 799.62	\$ 400.38
Total Non-Labor					\$ 24,015.90	\$ 16,002.92	\$ 8,012.98
						\$ -	
Total Cost/Session					\$ 52,513.54	\$ 34,992.23	\$ 17,521.31
Cost/pupil					\$ 5,251.35	\$ 3,499.22	\$ 1,752.13
ELL Services: Bridge Class, Training, & Employer Onboarding Instruction : based on 8 participants							
	Director	Manager	Instructor	Marketing Mgr	Total	Grant Funds	VAL Cost Share
Direct Labor Rate by class	\$ 36.58	\$ 31.00	\$ 31.00	\$ 31.00			
Labor Tasks							
Recruitment/Screening	-	24.00	24.00	28.00	\$ 2,356.00	\$ 1,569.91	\$ 786.09
Case Management	-	24.00	-	-	\$ 744.00	\$ 495.76	\$ 248.24
Advertising/Outreach	16.00	-	-	28.00	\$ 1,453.28	\$ 968.39	\$ 484.89
Instruction	-	-	136.00	-	\$ 4,216.00	\$ 2,809.32	\$ 1,406.68
Program Management	24.00	24.00	-	-	\$ 1,621.92	\$ 1,080.76	\$ 541.16
Job Readiness	-	-	-	32.00	\$ 992.00	\$ 661.02	\$ 330.98
Evaluation	8.00	8.00	-	8.00	\$ 788.64	\$ 525.51	\$ 263.13
Total Labor	48	80	160	96	\$ 12,171.84	\$ 8,110.67	\$ 4,061.17
Indirect/Overhead					\$ 4,159.18	\$ 2,771.46	\$ 1,387.72
Non-Labor						\$ -	
Credential Fees					\$ -	\$ -	\$ -
Participant Stipends					\$ -	\$ -	\$ -
Trainee Toolkits					\$ -	\$ -	\$ -
Contracted Services					\$ 1,460.00	\$ 972.87	\$ 487.13
Travel					\$ 1,200.00	\$ 799.62	\$ 400.38
Supplies (office, books, manuals, shop materials)					\$ 600.00	\$ 399.81	\$ 200.19
Space Rental					\$ 2,400.00	\$ 1,599.23	\$ 800.77
Student Supports (transport, childcare, training meals, etc.)					\$ 1,600.00	\$ 1,066.15	\$ 533.85

Marketing Materials/Paid Ads					\$ 1,200.00	\$ 799.62	\$ 400.38	
Total Non-Labor						\$ 8,460.00	\$ 5,637.29	\$ 2,822.71
							\$ -	
Total Cost/Session						\$ 24,791.02	\$ 16,519.42	\$ 8,271.60
Cost/pupil						\$ 3,098.88	\$ 2,064.93	\$ 1,033.95

Attachment B-1:
Addendum I to ReSOURCE Proposal

ReSOURCE Proposal Addendum I:

1. You've stated that you will be using other funds to fill budget gaps. What is the reasoning behind this and will it affect how you prioritize/manage time spent on this project? Is it necessary to include other funds to keep your proposal within the award amount? Are you able to share what other funding would be used and if this funding is guaranteed funding?

As stated, labor hours in ReSOURCE's budget are calculated for each role and broken out between functions, including recruitment/screening, case management, advertising/outreach, and program management. The contract request amount is approximately 60% of the total cost per cohort. In order to meet the targets for trainees served, ReSOURCE needs to provide more cohorts as outlined and thus necessitates the need to include other funds. ReSOURCE directs qualifying applicants to state resources to apply for VSAC funding opportunities or qualifying WIOA funding. Similarly, we have a strong partnership with HireAbility that has funded 3 consecutive years driving the growth of this programming and will continue to support their clients through future training.

ReSOURCE has a diverse funding portfolio of federal, state, foundation and private funding. Some of this restricted funding is secured and will be directed to supporting both Burlington-based and non-Burlington based cohorts of training. The balance will be supported with tuition funds by eligible applicants. ReSOURCE also has 60% of our budget in unrestricted social enterprise income (from our reuse stores) that is available to support programming.

The limit of \$1M in available Workforce Development Funding was insufficient to run enough Burlington focused cohorts to meet the deliverables while maintaining our presence in other areas of the State. If additional funds were available, ReSOURCE would include additional labor costs to support Contract Management and Reporting.

2. Can you provide a specific list of the tools and PPE provided to participants in the program?

All participants receive a Toolbelt which includes a hammer, speed square, tape measure, torpedo level, cat's paw, and utility knife. This toolbelt is theirs both for the duration of training and after their time with ReSOURCE. Similarly, all trainees receive PPE including: ear protection, eye protection, and gloves as well as ReSOURCE apparel.

3. The RFP states *Consultants will provide regular progress reports to the City of Burlington. These reports will be deliverable at the beginning, mid-point, and end of a cohort training or upon request by the City of Burlington.* Can you provide a sample reporting schedule that aligns with your three-year schedule?

As cohorts might be overlapping and are 3-6 weeks in duration, 3 reports during each cohort are unlikely to provide a valuable update. Rather, a reporting schedule aligning with the calendar year, following a quarterly format, would align best with our three-year schedule. Reports could be submitted at the end of the month following each quarter and will include key details for Training: the number of cohorts held, number of participants, number of participants successfully completed; Credentials: type of credentials earned by graduates; Demographics: cohort demographics including but not limited to: Gender identity, race, ethnic identity, age, location; and Employment: the number of participants who secured employment and employer information.

Quarterly Reports will be submitted using the format provided in the RFP Exhibit A: Burlington’s Construction and Weatherization Workforce Training Program RAISE Reporting Requirements via email on or before the following dates:

2025	2026	2027
Q1: April 30, 2025	Q1: April 30, 2026	Q1: April 30, 2027
Q2: July 31, 2025	Q2: July 31, 2026	Q2: July 31, 2027
Q3: October 31, 2025	Q3: October 31, 2026	Q3: October 31, 2027
Q4: January 31, 2026	Q4: January 31, 2027	Q4: January 31, 2028

A quarterly reporting structure works well for our programs because it aligns with the timing of our cohorts, which are planned throughout the year. This schedule allows us to capture data on enrollment and progress during the training while providing enough time for follow-up after each cohort ends. Graduates can complete their job shadows, secure job placements, and begin working before we report on employment outcomes. This ensures our data is accurate and reflects meaningful results, including job offers and wage information.

Additionally, monthly financial reports could be provided if requested. Otherwise, quarterly reports following the same timeline as the narrative reports would be preferred.

4. What do Job Shadow experiences typically look like from a participant standpoint?

Participants nearing the end of their training receive individualized career counseling services. Following an employer panel where they meet with a sampling of area employers interested in providing job shadow opportunities and hiring program graduates, participants are placed in 2-3 job shadow experiences with employers over a 2-week period. These placements intentionally match participant interests with employer needs. We’re looking for the best fit in terms of personality, culture, and talent/opportunities. Throughout the experiences, program coordinators are heavily involved in supporting participants and employers. At the conclusion of job shadows, our goal is that participants will receive multiple job offers and have the opportunity to choose the best fit for their goals and future. We will provide 12 months of follow-up services with all participants, which can include support navigating conflict at work or support finding a new position.

5. Can you provide a list of employer partners you work with/have worked with in the past?

Recent employer partners in and around Burlington include:

HVAC: Vermont Mechanical, Vermont Heating and Ventilating, New England Air, Vermont Energy

Weatherization: CVOEO, Building Energy, New Frameworks

Construction: ReARCH, PC Construction, Breadloaf, Kingsbury, Sorrell Construction, Abacus, and Yellow Dog

Heavy Equipment: Kingsbury, City of Burlington McNeil Plant, VTrans (Vermont Agency of Transportation)

Again, this is a sample of employer partners primarily in and around Chittenden County, but ReSOURCE maintains partnerships throughout the state, with placements since 2018 and support for our YouthBuild program since 2004.

6. How do you and employer partners ensure safety for participants during hands-on training and Job Shadow experiences?

Employers and participants sign an agreement for every job shadow experience. Where the Employer, ReSOURCE and participants agree to the following:

Employer Agrees To:

- Provide orientation and work experience to trainee for the above specified timeframe. Extensions or reductions in this trial period may be made through mutual agreement.
- Give trainee feedback on performance in a positive and productive manner.
- Participate in phone and/or email check-ins, including verification of hours worked, and final evaluation meeting with immediate supervisor.
- If significant critical feedback is necessary, notify **ReSOURCE** Program Coordinator, so that ReSOURCE may support trainee and help to overcome problems.

ReSOURCE will:

- Screen and match trainee to employer and employer needs.
- Maintain trainee's enrollment in training program during work experience opportunity and **cover workers compensation and general liability insurance** and trainee stipend.
- Check in by phone and/or email, and coordinate an ending evaluation meeting.
- Provide coaching and support to ensure trainee's success and ability to adjust and adapt to employer's requirements and work culture. Offer intervention and mediation as necessary

Trainee will:

- Arrive on time and ready to work.
- Contact **ReSOURCE Coordinator and site supervisor** listed above if you will be late or not be able to make it in.
- Follow all on-the-job safety requirements.
- Provide feedback to the supervisor and/or ReSOURCE regarding concerns and challenges.
- Supply your own basic hand tools given in program:
 - Safety glasses, gloves, ear protection, hammer, torpedo level, speed square, cat hammer, tape measurer.
- Be prepared to work outdoors in the current weather conditions forecast for the day.
 - a. No shorts or tennis shoes.

In addition to safety training during the program and appropriate PPE and tools provided, it is expected that part of the employer's orientation includes an overview of safety policies, procedures, and expectations.

Attachment B-2:
Addendum II to ReSOURCE Proposal

ReSOURCE Proposal Addendum II:

1. Describe how access to training is free to all participants.

ReSOURCE does not charge participants for access to our proposed trainings. This training is funded by other partnerships where agencies approve of the training programming offered and agree to pay tuition for eligible participants. Additional funding comes from the organization's own unrestricted revenue and private fundraising. A participant being eligible for funding is not one of the criteria we measure to determine whether or not an applicant is likely to be successful. A successful trainee is someone who is motivated and ready to work; this can range from career changers who have already showcased professionalism, but need experience with tools or connection to local employers, to a recent high school graduate who is just starting out and exploring their career opportunities.

2. Clarify commitment to prioritization of Burlington residents

Attached is a draft rubric that more fully articulates the Applicant Screening process. Please note that nowhere in this document does access/eligibility for funding come into play as part of the scoring criteria. Instead, this is broken down into the following categories designed to measure readiness and fit: Responsiveness, Career Goals, Basic Needs/Skills, and for the purposes of this contract proposal, Residency. Applicants are scored in each category from 1 – Not eligible for enrollment to 3 –Priority Candidate. We're proposing to provide all Burlington residents with a "3" under this contract. No single "1" rating is in itself disqualifying, but rather a way for us to equitably rate the applicants based on our experience and past indicators of success. Still, much of this includes "openness" or "plans" because we understand we are meeting people where they are with barriers to employment and helping them navigate the necessary steps to find success.

Under this proposed rubric, all other things being equal, Burlington residents would automatically score as priority candidates based on residency. Similarly, we hope this more clearly illustrates that Burlington residents will not be rejected as applicants if they lack access to/eligibility.

Rubric For Applicant Screening

Category	1 – Not Eligible for Enrollment	2 – Potential Candidate	3 – Priority Candidate
Responsiveness	-Continually misses appointments and interviews. -Forms and documents not submitted. -Not responsive to phone/email requests -hard to reach.	-Some missing forms/documents, plans to obtain. -Can be hard to reach but generally responsive. -Has followed through on an interview.	-On time for appointments and interview -All forms and docs submitted in a timely fashion. -Responsive to phone and email requests
Career Goals	-Applicant cannot articulate career goals. -Career goals not aligned with class/sector. -No apparent drive/motivation. -Not seeking Employment post-training.	-Vague career goals but open to new possibilities. -Technical training good fit with learning style. -Some motivation, eagerness to learn new skills -Actively seeking Part Time Employment post-training.	-Applicant can articulate career goals. -Technical training is aligned with applicant's career goals. -Demonstrates a high level of motivation. -Actively seeking Full Time Employment post-training.
Basic Needs/Skills	-Significant barriers (housing, transportation, childcare) that are unable to be addressed prior to training. -Multiple scheduling conflicts- cannot complete course.	-Has childcare/housing barriers that can be addressed with supported services. -Has a transportation plan. -Some scheduling conflicts but able to complete course with reasonable accommodations	-Has access to reliable transportation -Has stable housing situation -Childcare in place and reliable -Schedule aligns with course hours- able to attend consistently.
Residency			Is a Burlington Resident

Attachment C:
Burlington Standard Contract Conditions for Consultants

BURLINGTON STANDARD CONTRACT

CONDITIONS FOR CONSULTANTS

1. **REGISTRATION:** The Consultant agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this Contract is effective. This registration must be complete prior to Contract execution.
2. **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.
3. **CONFLICT OF INTEREST:** The Consultant shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Consultant, its employees or agents, or its subconsultants, if any.
4. **PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Consultant's use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.
5. **PERSONNEL REQUIREMENTS AND CONDITIONS:** The Consultant shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.
2. Any person so involved within one (1) year of termination of employment with the City.

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

The City reserves the right to require removal of any person employed by a Consultant, from work related to the Contract, for misconduct, incompetence, or negligence as determined by the City, in the due and proper performance of Consultant's duties, or for neglecting or refusing to comply with the requirements of the Contract.

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

7. **DESIGN STANDARDS:**

A. Unless otherwise specifically provided for in the Contract, or directed in writing, Consultant services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Consultant is responsible to identify and follow any course of direction provided by the City.

B. The Consultant shall ensure that any design conforms to applicable requirements of the Americans with Disabilities Act, including any regulations or design standards promulgated pursuant thereto (including, without limitation, the current edition of the ADA Accessibility Guidelines), and any more stringent disability access laws that may apply. If applicable to the Work, and to the extent appropriate in the Consultant's reasonable professional judgment, the Consultant shall build reasonable tolerances into plans to ensure that as-built or remodeled, buildings or structures comply with applicable accessibility standards (e.g., so that the future tiling of a wall will not cause a restroom stall to fail to meet minimum width standards, etc.).

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

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

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

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

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

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

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

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

12. PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Consultant will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Consultant shall conduct themselves with propriety. The Consultant agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Consultant agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Consultant, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Consultant is acting as an agent of the City.

13. 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.

14. APPEARANCES:

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

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

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

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

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

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

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

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

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

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

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

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

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

Consultant shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

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

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

20. PUBLIC HEALTH EMERGENCY:

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

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

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

- i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Consultant's workers;
- ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
- iii. A schedule for possible updates to the plan as standards and mandates change; and
- iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

b. Review and Acceptance of Plan:

- i. Consultant must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
- ii. The City shall have sole discretion to require changes to the plan.
- iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

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

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

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

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

21. 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.

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

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

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

The Consultant agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Consultant employees. The City reserves the right to audit the records of the Consultant related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Contract. When changes are so ordered, no additional work shall be performed

by the Consultant until a Contract amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time that may be necessitated as a result of extra work or additional services and changes shall be given consideration and evaluated insofar as it directly relates to the change.

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

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

25. ACCEPTANCE OF FINAL PAYMENT; RELEASE: Consultant's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Consultant or their sureties from any obligations under the Contract Documents or any performance or payment bond.

26. OWNERSHIP OF THE WORK: The Consultant agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Consultant, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Consultant agrees to allow the City access to all "instruments of professional service" at any time. The Consultant shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Consultant may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

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

28. PUBLIC RECORDS: The Consultant understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Consultant shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the

Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

29. **RECORDS RETENTION AND ACCESS:** The Consultant agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the Consultant in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Consultant further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Consultant, sub-consultants, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

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

31. **SETTLEMENTS OF MISUNDERSTANDINGS:** 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.

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

A. **Termination for Convenience:** At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Consultant, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Consultant will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However, if a notice of termination is given to a Consultant prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Consultant will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject

to the City's approval. The Consultant shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

i. **Breach:** Consultant shall be in default if Consultant fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Consultant's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Consultant will not be in default for any excusable delays as provided in Sections 19-21.

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

ii. **Proceedings for Relief of Debtors:** If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.

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

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

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

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

Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties. If, for any reason, a provision in the Contract is unenforceable or invalid, that provision shall be deemed severed from the Contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Contract.

34. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Contract, the Consultant will not discriminate against any employee or applicant for employment because of religious

affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Consultant, and any subconsultants, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

35. CHILD SUPPORT PAYMENTS: By signing the Contract, the Consultant certifies, as of the date of signing the Contract, that the Consultant (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Consultant is a sole proprietorship, the Consultant's statement applies only to the proprietor. If the Consultant is a partnership, the Consultant's statement applies to all general partners with a permanent residence in Vermont. If the Consultant is a corporation, this provision does not apply.

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

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

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

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

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

40. CONTINUING OBLIGATIONS: The Consultant agrees that if because of death, disability, or other occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the Consultant nor its surviving members shall be relieved of their obligations to complete the Contract unless the City agrees to terminate the Contract because it determines that the Consultant is unable to satisfactorily execute the Contract.

41. **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.

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

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

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

44. **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.

45. **JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont, notwithstanding any other law.

46. **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.

47. **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.

48. **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.

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

50. 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.

51. 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.

Attachment C-1:
Insurance Indemnification

Insurance Indemnification

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

INSURANCE: Prior to beginning any work, the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required.

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

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

A. Commercial General Liability: With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor’s responsibility to ensure that commercial general liability insurance coverage, covering bodily injury and property damage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

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

Coverage limits shall not be less than:

1. General Aggregate \$2,000,000
2. Products-Completed/Operations \$2,000,000
3. Personal & Advertising Injury \$1,000,000
4. Each Occurrence \$1,000,000

5. Damage to Rented Premises \$ 250,000

6. Med. Expense (Any one person) \$ 5,000

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

1. Bodily Injury by Accident: \$500,000 each accident

2. Bodily Injury by Disease: \$500,000 policy limit,

\$500,000 each employee

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

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

D. Professional Liability/Errors & Omissions:

1. General: The Contractor shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:

(a) \$2,000,000 - Annual Aggregate/Policy Limit

(b) \$1,000,000 - Per Claim/Occurrence

2. Deductibles: The Contractor is responsible for any and all deductibles.

3. Coverage: The Contractor shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

E. Umbrella/Excess Liability:

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

2. \$3,000,000 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:

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

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

defense of any claim, and to approve all proposed settlements of claims to which this provision applies.

C. City's Rights and Remedies: Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of Vermont.

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

Attachment C-2:
Federal Construction Requirements

Federal Aid Contract Requirements

This is a federal aid contract. The request for Proposals, Notice to Bidders, or other solicitation for this Contract may contain or incorporate by reference certain federal requirements, which are hereby incorporated by this reference as though fully set forth.

If this is a state-aid construction contract, unless otherwise indicated in, or modified by, any Contract Document, the 2024 VTrans Standard Specifications for Construction Contracts (or more current version) are incorporated herein by this reference as though fully set forth. In case of any conflict between the provisions thereof and the provisions of Attachment C-1 of this Contract regarding indemnification and defense, the more stringent requirements shall apply. The 2024 Standard Specifications are available here for reference purposes: <https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/vermont/2024>.

If this is a state-aid consultant contract, unless otherwise indicated in, or modified by, any Contract Document, the 2024 Vermont State Specifications for Contractor Services (or more current version) are incorporated herein by this reference as though fully set forth. In case of any conflict between the provisions thereof and the provisions of Attachment C-1 of this Contract regarding indemnification and defense, the more stringent requirements shall apply. The Standard Specifications are available here for reference purposes: [Municipal Assistance Bureau - Local Projects - DesignAndScopingConsultantProcurement](#)

If this is a federal-aid construction contract, applicable provisions of form FHWA-1273 are incorporated herein by this reference as though fully set forth. The current version of this form is available here for reference purposes: <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>.

If this is a federal-aid construction contract, it shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58.

If this agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58: While professional services are not subject to BABAA, the Consultant understands that they are responsible for ensuring that, absent a waiver by the appropriate federal agency, the City shall not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. The Consultant shall obtain all necessary compliance certificates for work that is within the Consultant’s scope of work. Failure to do so shall be a default under this agreement.

Guidance on complying with BABAA is outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

The Contractor or Consultant shall comply with all applicable federal, state, and local laws, including applicable provisions of 2 C.F.R. Part 200, and in particular applicable provisions of Appendix II to Part 200, available here for reference: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>.

The Contractor or Consultant shall not discriminate against any person in its use of the Grant based upon race, color, sex, gender (including pregnancy, general identity, or gender expression), sexual orientation, religion, national origin, ancestry or place of birth, mental or physical disability, age, or family status.

The Contractor or Consultant shall comply with the Equal Opportunity Clause set forth in 41 C.F.R. 60-1.4(b), available here for reference: [https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4\(b\)](https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4(b)).

Any requirement of any of the Contract Documents allowing City inspection or audit of any kind or nature relating to the Contract shall extend to any state or federal agency.

If this contract involves the procurement of telecommunications equipment or services, then the contract provisions referenced in Federal Acquisition Regulation 4.2105 are hereby incorporated into this Contract by reference as though fully set forth, and are available here for reference: https://www.acquisition.gov/far/4.2105#FAR_4_2105.

Attachment D:
Burlington Livable Wage Ordinance Certification

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

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

- (1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract (*or the duration of the contracted project*);
 - (a) Full-time employees are entitled to 12 days of paid time off per year; and
 - (b) Part-time employees are entitled to 12 days of paid time off per year on a prorated basis; (c) For a covered employer that provides employer assisted health care, the livable wage shall be at least \$17.96 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 LW O, or has cooperated in an investigation conducted pursuant to the LWO;
- (6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The

Contractor is liable for violations of the LWO committed by its covered subcontractors.

Date: _____ By: _____

Contractor, or its duly authorized agent

Subscribed and sworn to before me:

Date: _____

Notary Public

Attachment E:
Burlington Outsourcing Ordinance Certification

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

I, _____, on behalf of _____

(Contractor) and in connection with the

_____ [p

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

Dated at _____, Vermont this ____ day of _____, 2018.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

Attachment F:
Burlington Union Deterrence Ordinance Certification

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

I, _____, on behalf of _____

(Contractor) and in connection with _____ (City

_____ contract/project/grant), hereby certify under oath that

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

Dated at _____, Vermont this ____ day of _____, 20__.

By: _____

Duly Authorized Agent

Attachment G:
Consultant's Certificate of Insurance & Endorsements

**Attachment H:
Conflict of Interest Form**

MUNICIPAL ASSISTANCE BUREAU
CONFLICT OF INTEREST DISCLOSURE FORM
FOR LOCALLY MANAGED PROJECTS

Name of Firm:

Project Name/Number:

Project Sponsor:

After reviewing the conflict of interest information in the VTrans Municipal Assistance Bureau Local Projects Guidebook, the 23 CFR §1.33 and 2 CFR §200.318, I have determined that no real or potential conflicts of interest have been identified for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for the above local federal-aid project, including family members and personal interests of the above persons.

Signature of Consultant Representative in Responsible Charge

Signature of Municipal Representative in Responsible Charge (Signature of Municipal Representative only indicates receipt of this form)

Attachment I:
Debarment and Non-Collusion Form

MUNICIPAL ASSISTANCE BUREAU
CONSULTANT DEBARMENT AND NON-COLLUSION FORM
FOR LOCALLY MANAGED PROJECTS

Name of Firm:

Project Name/Number:

Project Sponsor:

I certify that neither I, my firm or its principals have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive consultant selection in connection with this proposal for the above local federal-aid project.

I certify that neither I, my firm or its principals are presently suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; do not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and have not been indicted, convicted, or had a civil judgement rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Signature of Consultant Representative in Responsible Charge

cc: Municipal Representative in Responsible Charge AOT Project Supervisor

Attachment J:
DOT Form 272-040 EF

Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts. which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Attachment K: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influence or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization:

Street Address:

City, State, Zip:

CERTIFIED BY (type or print)

TITLE

SIGNATURE DATE

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: aa. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: CI Prime SUBawardee Tier _____, if known : Congressional District, if known: ^{4c}			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known :			9. Award Amount, if known :		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C, section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee. e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information
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collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information: Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment L:
Contractor's EEO Certification Form (CA-109)

CONTRACTOR'S EEO CERTIFICATION FORM

Certification with regard to the Performance of Previous Contracts of Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The bidder proposed subcontractor hereby certifies that he/she has not participated in a previous contract or subcontract subject has to the equal opportunity clause, as required by

Executive Orders 10925, 11114, or 11246 as amended, and that he/she has , has not , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Company

By

Title

NOTE: The above certification is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$101000 or under are exempt.) Currently, Standard Form 100 (EEO-I) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration, or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Board of Finance and City Council Submission Checklist

Department: Business & Workforce Development Submitter: Kara Alnasrawi
 Title/Subject: BWD Construction and Weatherization Training Program

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

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	11/12/2024	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	11/13/2024	Joe Magee
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	11/12/2024	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	11/12/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	11/12/2024	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

Lori Olberg

FOR THE PUBLIC ONLY

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Tuesday, November 12, 2024 5:14 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.

For complete information,
additional facts, please
contact the City Clerk's Office

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

Category 1 Underground Storage Tank - Operating/Renewal	Handy's Service Station	8620284-18306	Handy's Service Station	Burlington	Draft Decision - Public Comment Period
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Changes to Activities I'm Following

Category 1 Underground Storage Tank - Operating/Renewal	Handy's Service Station	8620284-18306	Handy's Service Station	Burlington	A draft decision for this activity has been reached and may be reviewed by visiting the ENB. Comments may be submitted through the ENB when the public comment period is open.	2024-11-12	Draft Decision - Public Comment Period
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Resolution Relating to

AUTHORIZATION TO ACCEPT U.S. DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT LEAD HAZARD
CONTROL AND HEALTHY HOMES GRANT

RESOLUTION_____

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

CITY OF BURLINGTON

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

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

That WHEREAS, childhood lead poisoning remains the number one environmental health threat affecting children, and asthma is the nation’s number one cause of school absences for elementary school children; and

WHEREAS, Vermont has the nation’s seventh oldest housing stock, and many Burlington homes and apartments still have deteriorated lead paint and other hazards posing a significant health threat to young children; and

WHEREAS, the Community & Economic Development Office (CEDO) was awarded the City’s first U.S Department of Housing and Urban Development (HUD) grant to launch the Burlington Lead Program (BLP) in October 2003 to reduce childhood lead poisoning and was successful in securing similar grants in 2007, 2011, 2014, 2017, and 2020; and

WHEREAS, at the end of the current HUD grant period the BLP will have made 722 homes lead safe; performed over 800 risk assessments/lead-based paint inspections; sponsored over 1,050 community education and outreach events; and trained over 4,100 property owners, contractors, and property managers about safe work practices and keeping their properties in lead-safe condition and compliant with the Vermont Lead Law; and

WHEREAS, at the end of the current HUD grant period the BLP will have addressed asthma triggers, moisture, and safety issues in over 200 housing units; and

WHEREAS, the City has received national recognition for its success in making homes safer, increasing testing rates among resident children, adopting an innovative lead safety ordinance, and for applying innovative outreach and education strategies; and

WHEREAS, CEDO developed a grant proposal for HUD’s Lead Hazard Control Grant Program that expanded the focus of the BLP into a broader “Healthy Homes” approach to address both lead and other health and safety hazards in the homes of low-income residents; and

WHEREAS, the application submitted on August 19, 2024 requested \$4,563,141 for Lead Hazard Control activities and \$529,000 for Healthy Homes activities; and

WHEREAS, on October 22, 2024 HUD notified CEDO that the City had been awarded \$4,301,890 for Lead Hazard Control activities and \$529,000 for Healthy Homes activities; and

WHEREAS, the Board of Finance at its meeting on November 18, 2024 approved execution of the Grant and Cooperative Agreement and the Assistance Award/Amendment;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes Mayor Emma Mulvaney-Stanak to execute a Grant and Cooperative Agreement and an Assistance Award/Amendment for funding from the U.S. Department of Housing and Urban Development Lead Hazard Control Grant Program necessary to sustain and expand the focus of the Burlington Lead Program, subject to the prior review and approval of the City Attorney; and

BE IT FURTHER RESOLVED that the Mayor is also authorized 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; and

BE IT FURTHER RESOLVED that if further funding comes available from the Lead Hazard Control Grant Program not requiring an additional local match or requiring a local match within the Mayor's approval authority under the Purchasing Policy, the Mayor shall be authorized to accept such funds and to execute an amendment to the Grant and Cooperative Agreement in connection with such additional funds, subject to the prior review and approval of the City Attorney and without further approval from the Board of Finance or City Council.

TR/Resolutions 2024/Authorization To Accept U.S. Department Of Housing And Urban Development Lead Hazard Control And Healthy Homes
Grant
11/6/24



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

MEMORANDUM

TO: Board of Finance
City Council
Mayor Emma Mulvaney-Stanak

FROM: Brian Pine, Director, Community & Economic Development Office (CEDO)
Todd Rawlings, Assistant Director, Grants & Finance, CEDO
Margaret Williams, Burlington Lead Program Manager, Grants & Finance, CEDO

CC: Erik Ramakrishnan, Assistant City Attorney, City Attorney's Office

DATE: November 18, 2024

RE: U.S. Department of Housing and Urban Development 2024 Lead Hazard Control and Healthy Homes Grant VTLHD0531-24

Summary

CEDO is requesting that the Board of Finance and City Council approve the resolution to accept an approximately \$4,830,890 Lead Hazard Control and Healthy Homes (LHCHH) grant from the U.S. Department of Housing and Urban Development (HUD). The City applied for this grant on August 19, 2024 and received notification of the award on October 22, 2024. CEDO is proposing to execute this grant by December 15, 2024.

Background

Lead-based paint was banned for residential use in the United States in 1978. Due to their developing bodies and brains, children under six years old are the group most impacted by lead. Children exposed to lead can have developmental delays, brain and kidney damage, impaired cognitive function, and life-long health issues. Exposure to lead has been linked to increased high school dropout rates and criminal activity later in life. According to the Dartmouth Center for Evaluative Sciences 2006 report "The Cost of Lead Poisoning in Vermont" submitted to the Vermont Attorney General's Office, Vermont families and taxpayers conservatively lose \$80 million per year in lost future wages as well as in additional special education and health care costs. The City of Burlington has a high percentage of extremely old housing stock with over 10,000 units built before 1978 and which may contain lead-based paint hazards. Further, given the age of Burlington's housing stock, a significant number of homes have life-safety, moisture, and indoor air quality issues which can be corrected with Healthy Homes interventions.

Overview

The 2024 HUD award will be the City's 7th such grant and consists of approximately \$4,301,890 for costs associated with Lead Hazard Control activities and approximately \$529,000 for costs associated with addressing Healthy Homes issues within 96 low-income housing units in Burlington and Winooski. The grant will also utilize over \$786,552 of community match and in-kind services. Housed at CEDO, the Burlington Lead Program (BLP) has to date, made over 720 units lead safe for current and future occupants, tested and assessed over 900 units for the presence of lead-

based paint and hazards, held over 1,000 community events and trained over 4,000 people in lead-safe work practices. The BLP has also addressed asthma triggers, moisture, and safety issues in over 200 housing units.

The 2024 HUD LHCHH grant performance period will be four years after the grant agreement is executed. This program shall use existing CEDO staff and shall not require the creation of any new positions.

CEDO is thrilled to once again bring this important funding to the City. This award, the result of a very competitive process, is a testament to over 20 years successfully delivering this critical public health, direct service program to the residents of Burlington and Winooski. CEDO wishes to thank the Clerk/Treasurer's Office staff, particularly Katherine Schad and Nicole Losch, for their support of this grant application.

Requested Actions:

Board of Finance Motion:

Authorize the Mayor to accept the grant and recommend that the City Council waive the reading of the proposed resolution authorizing the Mayor to accept the Lead Hazard Control and Health Homes Grant, and take other actions in connection therewith, and to approve the resolution.

City Council Motion

Waive the reading of the proposed resolution authorizing the Mayor to accept the Lead Hazard Control and Health Homes Grant, and take other actions in connection therewith, and to approve the resolution.



EQUAL HOUSING OPPORTUNITY

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Todd Rawlings
 Title/Subject: U.S. Department of Housing and Urban Development 2024 Lead Hazard Control and Healthy Homes Grant VTLHD0531-24

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	
☒	Concurrent	11/18/2024

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	11/5/2024	
Mayor's Office informed and approved memo	Yes	11/5/2024	
Board/Commission, if required	N/A		
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A		
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	11/5/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	11/5/2024	
Human Resources, if personnel action -Identify HR Manager in note	N/A		
CIO, if an IT-related investment/purchase	N/A		

Materials Included

	Included?	Note
Final Memo Attached?	Yes	
Contract Attached, if applicable?	N/A	
Additional Materials, if necessary	N/A	
Draft Resolution or Motion?	Yes	To be sent by City Attorney's Office
If for submission to Council, are sponsors identified?	Yes	Board of Finance

Resolution Relating to

**AUTHORIZATION TO ACCEPT U.S. DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT LEAD HAZARD
CONTROL AND HEALTHY HOMES GRANT**

RESOLUTION 7.13

Sponsor(s): Bd. of Finance

Introduced: 11/18/24

Referred to:

Action: adopted

Date: 11/18/24

Signed by Mayor: 11/19/24

CITY OF BURLINGTON

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

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

1 That WHEREAS, childhood lead poisoning remains the number one environmental health threat affecting
2 children, and asthma is the nation's number one cause of school absences for elementary school children; and

3 WHEREAS, Vermont has the nation's seventh oldest housing stock, and many Burlington homes and
4 apartments still have deteriorated lead paint and other hazards posing a significant health threat to young
5 children; and

6 WHEREAS, the Community & Economic Development Office (CEDO) was awarded the City's first
7 U.S Department of Housing and Urban Development (HUD) grant to launch the Burlington Lead Program
8 (BLP) in October 2003 to reduce childhood lead poisoning and was successful in securing similar grants in
9 2007, 2011, 2014, 2017, and 2020; and

10 WHEREAS, at the end of the current HUD grant period the BLP will have made 722 homes lead safe;
11 performed over 800 risk assessments/lead-based paint inspections; sponsored over 1,050 community education
12 and outreach events; and trained over 4,100 property owners, contractors, and property managers about safe
13 work practices and keeping their properties in lead-safe condition and compliant with the Vermont Lead Law;
14 and

15 WHEREAS, at the end of the current HUD grant period the BLP will have addressed asthma triggers,
16 moisture, and safety issues in over 200 housing units; and

17 WHEREAS, the City has received national recognition for its success in making homes safer,
18 increasing testing rates among resident children, adopting an innovative lead safety ordinance, and for
19 applying innovative outreach and education strategies; and

20 WHEREAS, CEDO developed a grant proposal for HUD's Lead Hazard Control Grant Program that
21 expanded the focus of the BLP into a broader "Healthy Homes" approach to address both lead and other health
22 and safety hazards in the homes of low-income residents; and

23 WHEREAS, the application submitted on August 19, 2024 requested \$4,563,141 for Lead Hazard
24 Control activities and \$529,000 for Healthy Homes activities; and

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

* * * * *

WHEREAS, on October 22, 2024 HUD notified CEDO that the City had been awarded \$4,301,890 for Lead Hazard Control activities and \$529,000 for Healthy Homes activities; and

WHEREAS, the Board of Finance at its meeting on November 18, 2024 approved execution of the Grant and Cooperative Agreement and the Assistance Award/Amendment;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes Mayor Emma Mulvaney-Stanak to execute a Grant and Cooperative Agreement and an Assistance Award/Amendment for funding from the U.S. Department of Housing and Urban Development Lead Hazard Control Grant Program necessary to sustain and expand the focus of the Burlington Lead Program, subject to the prior review and approval of the City Attorney; and

BE IT FURTHER RESOLVED that the Mayor is also authorized 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; and

BE IT FURTHER RESOLVED that if further funding comes available from the Lead Hazard Control Grant Program not requiring an additional local match or requiring a local match within the Mayor's approval authority under the Purchasing Policy, the Mayor shall be authorized to accept such funds and to execute an amendment to the Grant and Cooperative Agreement in connection with such additional funds, subject to the prior review and approval of the City Attorney and without further approval from the Board of Finance or City Council.

TR/Resolutions 2024/*Authorization To Accept U.S. Department Of Housing And Urban Development Lead Hazard Control And Healthy Homes Grant*

11/6/24

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

CEDO, Todd Rawlings

ORIGINAL

RESOLUTION RELATING TO

Authorization To Accept U.S. Department Of Housing And Urban Development Lead
Hazard Control And Healthy Homes Grant

.....

Adopted by the City Council

November 18....., 20 24.....

Bobby King Clerk

Approved..... Nov 19....., 20 24.....

Edy J. [Signature] Mayor

Vol. Page

Attest:
[Signature]
Lori Olberg
Licensing and Records Coordinator

* * * * *



August 7, 2024

Ordinance Committee
City of Burlington

Re: Conversion of Rentals to Homeownership

Dear Ordinance Commtee:

Thank you for the opportunity to speak to the importance of the City of Burlington's Condo Conversion Ordinance.

The Champlain Housing Trust, through its predecessor the Bulington Community Land Trust (BCLT), was created in 1984 to provide permanently affordable housing through homeownership as a way to prevent displacement and gentrification. The Old North End, and the City of Burlington has been a key target area.

Soon after BCLT's creation, the City of Burlington's condo conversion ordinance was created in response to the potential massive displacement of low-income renters from Northgate in the late 1980's, which at the time would have displaced 330 families and over a thousand people. It was successful, and Northgate remains a stable, affordable resident owned rental property.

Unfortunately, displacement continues to occur unchecked due to higher rents and redevelopment of existing multi-family properties. The need for tenant protections, and the condo conversion ordinance, is greater than ever.

CHT has a long history of successfully converting rental housing into homeownership. We have done this on a single-family home basis and through the conversion of multi-family properties.

Here are some of our practices and lessons that we have learned:

- Any conversion that we undertake includes a long notification period, an opportunity for the tenant to purchase the home, relocation expenses, and assistance in finding an affordable apartment at another location.
- Most importantly, all of the homes we create through conversion are permanently affordable for generations to come, providing stability for a neighborhood while also providing opportunity for wealth creation.
- Many apartments do not have the amenities that a new homeowner is seeking. Typically, homeowners are looking for these standard features: two bedrooms or more, full sized kitchen and dining, adequate storage, some privacy.
- Our experience has been that most renters do not want to own the home that they are renting due to their individual preferences or they are not able to qualify for a mortgage due to credit or other reasons.

Much of Burlington's older rental housing stock has been created through conversions of larger single-family homes into multiple apartments. The cost of converting these back to single family homes would be very high, considering the base cost would be the purchase of two or more apartments, and the substantial cost of conversion back into a single-family home.

The best opportunity for conversion of rental property is with newer properties that are more updated and need less improvements. These properties often serve a higher income tenant who may be better positioned to purchase and therefore there would be less impact from displacement.

Any program that the City would adopt should consider the following:

- First right of refusal to a non-profit entity or for the tenants to form a coop to purchase the property, say 120 days.
- If not purchased by a non-profit or coop:
 - A two-year notice to tenants (eliminate 4 year notice for elderly or disabled)
 - Payment of relocation costs as a set stipend for the tenant (\$2,000 in 2024 dollars)
 - Payment of rent differential for low and moderate income tenants with consideration to create a system that is simple and less complicated than federal standards.
- The majority of the homes converted should be permanently affordable.
- Relocated tenants should be given the opportunity to relocate to an affordable apartment or there should be substantial payment into the Housing Trust Fund to support the creation of the home or replacement apartment.

Thank you for your time and consideration.

Sincerely,

Michael Monte

Michael Monte
Chief Executive Officer

Lori Olberg

From: Lori Olberg
Sent: Monday, November 18, 2024 12:40 PM
To: Andrew Simon
Subject: RE: communication on the consent agenda

I will add it on to tonight's consent agenda.

From: Andrew Simon <sanschagrins@gmail.com>
Sent: Monday, November 18, 2024 12:37 PM
To: Lori Olberg <lolberg@burlingtonvt.gov>
Subject: Re: communication on the consent agenda

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

Hi Lori,

No, I just sent it to the Councilors. Of course, I should have sent it to you. It would be great if it could go on tonight's consent agenda.

Thank you.

Andy

On Mon, Nov 18, 2024 at 12:22 PM Lori Olberg <lolberg@burlingtonvt.gov> wrote:

This was not sent to me directly, correct?

I can add this to tonight's consent agenda Andy unless it can be a part of the 12/9 cc consent agenda. Let me know.

From: Andrew Simon <sanschagrins@gmail.com>
Sent: Monday, November 18, 2024 12:11 PM
To: Lori Olberg <lolberg@burlingtonvt.gov>
Subject: communication on the consent agenda

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

Lori,

The communication below was sent to the City Council via email on Nov. 11, 2024. For inclusion on the Council's Consent Agenda, is there another step necessary?

Thank you for your help with this.

Andy Simon



To the Burlington City Council:

We are writing to you as Jewish residents of Vermont who are committed to Palestinian equality and liberation and open to substantive community dialogue on Israel/Palestine. We represent a large and growing group of Jews who are horrified by U.S. support for the genocide being carried out in Gaza and the violent ethnic cleansing in the West Bank. We are opposed to the system established by Israel that creates different access to human rights, mobility and resources for Jews and Palestinians. Amnesty International and other organizations correctly characterize this system as apartheid.

We value every life and mourn every death. We are non-violent. There are no words to describe the devastating pain of the past year in which the Israeli military has killed at least 42,000 Palestinians in Gaza, including more than 17,000 children. The International Court of Justice and the International Criminal Court have both declared that Israel must stop the genocidal acts being committed on the Palestinian people. And the U.S. government is actively supporting the Israeli military as it wreaks devastation on the over 2 million Palestinians in Gaza. We want you to know that we condemn the murder and brutality committed against Israelis on October 7, 2023. We will continue to speak out clearly for the immediate return of all hostages, both those taken in the 10/7 attacks and the thousands of prisoners currently held in Israeli jails.

However, we also want you to recognize that wearing a keffiyeh in support of Palestinian liberation, even at a Burlington City Council meeting on October 7, is not a gesture of support for Hamas. It was an expression by certain Councilors of their deep feeling for the continuing plight of Palestinians living in Gaza and the West Bank. As Jews, we refuse to have the horrors of the Holocaust, which annihilated members of our own families, weaponized in the current situation to justify the killing and maiming of tens of thousands of Palestinian and now Lebanese civilians. We ask that you have the courage to speak out in support of Burlington City Council members who non-violently exercised their right of free speech by wearing keffiyehs to the Council meeting on October 7, 2024.

The Apartheid Free City pledge, for which petitions are once again being circulated in Burlington and other Vermont towns, should be allowed on the March city ballot. Let Burlington residents express their own opinion on this issue. We hope that having the AFC pledge on the ballot will be a catalyst for city-wide community discussions about these critical issues. In 2023, in the wake of the 10/7 attacks and their aftermath, the Council deemed this item too "divisive". Now is the time for us to have the courage to talk to each other about this issue, and as well as others that divide us.

We believe that the war on Palestinians, in Gaza, the West Bank and elsewhere, makes no one safer. Anti-semitism is on the rise around the world precisely because of this brutal, senseless, endless war being perpetrated by Netanyahu's government. Because of this, we say, "Not in Our Name," as Jews and as

Americans. It is well past time for an immediate ceasefire and it is time for our government to stop arms shipments to Israel, illegal under U.S. and international humanitarian law.

Ultimately, a vote by the City Council or the people of Burlington or Norwich will not move the needle very far toward peace in the Middle East. What will make a difference is our ability to speak openly, honestly and respectfully to each other about our fears and our hope for the world. If nothing else, the results of the recent election show us the need for dialogue and solidarity. Let it begin now.

Andy Simon, Burlington

Liz Blum, Norwich

Members, Jewish Voice for Peace VT/NH

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.



29 Church Street, Suite 3-5
Burlington, Vermont 05401
802-863-1175

November 17, 2024

**Subject: Urgent Request to Delay the Closure of Main St. & South Winooski Ave.
Intersection During the Holiday Season**

The Burlington Business Association, founded in 1978, is a non-profit, non-political membership organization with over 200 business and non-profit members.

Dear Burlington City Councilors,

I am writing on behalf of the Burlington Business Association and its 250+ members regarding the proposed closure of the Main Street and South Winooski Avenue intersection, planned to begin on December 9 and extend for approximately eight weeks. **This closure, during the crucial holiday season, has raised significant concerns among downtown businesses.**

Board of Directors:

Chelsea Condos, Chair
Al Gobeille, Vice Chair
Michael Casella
John George Wheeler
Rose Kenary
Lisa Kingsbury
Ryan Nick
Heidi Stumpff
Jack Wallace

I was surprised by this announcement, especially after recent discussions with DPW Director Spencer, Church Street Marketplace Commissioners, and several city councilors. In those conversations, we highlighted the difficulties local businesses are facing, with many reporting sales declines of 40-50% compared to last year. Additionally, we discussed the persistent issues of retail theft and its negative impacts.

I want to acknowledge and commend the recent initiatives to support our downtown, such as the increased police presence during the holiday season organized by Director Alansrawi, Councilor Traverse, and Chief Murad, as well as the promotional downtown parking rate of 99 cents per hour. These efforts, coupled with the festive events and decorations by the Church Street Marketplace (CSM) team, are steps in the right direction to create a welcoming atmosphere and a fun and festive holiday season.

Everything seemed to be headed in a positive direction until this news. None of these efforts matter much if we don't have people coming downtown. For many businesses downtown, this holiday season represents a critical opportunity to offset a challenging year of declining sales, rising vacancies, and quality-of-life concerns. Closing Main Street and South Winooski Avenue risks reducing foot traffic to the point of no return.

It is important to also mention that the Main St. project is being funded with Tax Increment Financing. That means costs are covered by future tax revenue. If downtown doesn't thrive, tax revenue doesn't grow, and the city can't pay its bills on the project.

Kelly Devine
Executive Director



29 Church Street, Suite 3-5
Burlington, Vermont 05401
802-863-1175

November 17, 2024

Beyond the financial implications, downtown Burlington – and Church Street in particular – is a vital community space during the holidays, serving as a gathering point for residents and visitors alike. **I hope you will keep in mind that this is an accessibility issue for those who visit and work in our downtown - not just a concern for business owners. Our community must keep our downtown open, accessible, and safe during this holiday season.**

In light of these concerns, I respectfully urge you to work with the contractor to explore alternative solutions that could keep this intersection open through December 26, at a minimum.

If a complete delay is not possible, please consider the following options to maintain accessibility to some extent:

1. **Route Traffic through Main St. Surface Lot** – Enable at least one lane of traffic to access downtown, while diverting other traffic to College Street.
2. **Keep College Street Open through December 26 as the Main Detour** – Consider a one-way traffic flow into town, with parking removed on one side between S. Union and S. Winooski to add a turning lane.
3. **Make Buell Street Temporarily One-Way** – Direct traffic from Willard Street with traffic management at S. Winooski. Remove parking on one side between S. Union and S. Winooski to add a turning lane.

The holiday season is, by far, the most vital time of year for downtown businesses, with many retailers and restaurants generating over 30%, and some up to 50%, of their annual revenue between Thanksgiving and Christmas. A delay in this closure could make a meaningful difference in ensuring that local businesses survive. **I also request your support for Item 8.10 on tonight's agenda, which would further strengthen our downtown community during this important season by adding police patrols.**

Thank you for considering this request to protect the livelihood of downtown Burlington. Please feel free to reach out if there is room to reconsider the timing of this project.

Sincerely,

A handwritten signature in cursive script that reads 'Kelly'.

Kelly Devine
(802) 863-1175
director@bbavt.org

Dear Council President Traverse and Council Members,

Thank you for the opportunity to comment on the proposed changes to the City's Condominium Conversion Ordinance. I urge you not to support the proposal as passed by the Ordinance Committee and accept amendments from Councilors Bergman and Grant. If the proposal passes as is, I would urge the Mayor to veto.

As City Council President in the late 1980's, I helped write the Condo Conversion Ordinance to help preserve the 336 units of subsidized housing at Northgate and prevent the displacement of hundreds of low-income seniors, working families and people with disabilities at a time when rising rents and pressure on the real estate market would have virtually guaranteed their homelessness. As a measure of its importance to the welfare of Burlington residents, the ordinance was passed by tri-partisan consensus at a time when political divisions were, if anything, even deeper than they are now. Unfortunately, displacement today continues to occur unchecked due to rapidly escalating rents and the redevelopment of existing multi-family properties. The need for tenant protections and the Condo Conversion Ordinance is greater than ever.

- As you know, Burlington has a well-documented and acute housing shortage. Now is not the time to make it easier for landlords to turn apartments into condos. This will further reduce the overall number of apartments in an already severely constrained market and drive up rents even further than they already are.
- Burlington's rental vacancy rate hovers around one percent. Removing apartments from the rental market by converting them to condos will make it even harder for renters to find a decent, affordable place to live and runs counter to the City's policy of preserving its rental housing stock.
- According to the Vermont Housing Finance Agency, the median price of a condominium in the Chittenden County is \$345,000. The income needed to afford that is \$115,000 a year, plus \$29,000 cash for downpayment and closing costs. Most Burlington renters do not have the income and savings to buy their apartment as a condominium at these prices.
- Making it easier to convert apartments into condominiums will displace tenants. Tenants who are displaced will have severe difficulty finding suitable replacement housing in the current housing market and will most likely be forced to leave Burlington or, even worse, become homeless. Making it easier to convert apartments to condominiums will thus likely increase homelessness at a time when record numbers of Vermonters are unhoused.
- Eliminating the condo conversion fee will eliminate potential payments to the City's Housing Trust Fund. This will reduce the City's resources for creating more affordable housing and helping tenants whose apartments are being converted to condos to become homeowners.
- If the goal is to create more homeownership, what is really needed is more financial support for permanently affordable shared equity housing, financial assistance to low-income renters for downpayment and closing costs, and homeownership counseling.
- Even with the proposed increase to \$2,000, the amount a landlord is required to pay a displaced tenant is woefully insufficient to pay for their relocation cost, plus first and last month's rent and a security deposit on comparable replacement housing. If the ordinance ends up containing a fixed amount for relocation, it should be indexed annually for inflation.

- Reducing the notice period for conversion to one year for tenants is insufficient to find comparable replacement housing in the current market. All tenants, not just seniors, low-income and people with disabilities, should receive two-years' notice.
- In his [letter dated August 7](#), Michael Monte, the CEO of the Champlain Housing Trust, Burlington's largest affordable housing provider, has expressed serious reservations about making it easier to convert rental property to condos due to the potential for resident displacement and reduction of rental apartments at a time when affordable housing is in extremely short supply. Unfortunately, Michael's expert advice was apparently ignored by a majority of Ordinance Committee members.

Thanks again for the opportunity to comment. Please do not support the proposed ordinance as is.

Erhard Mahnke
Retired, Housing Policy Advisor & Outreach Representative
Office of Sen. Bernie Sanders &
Former Coordinator, Vermont Affordable Housing Coalition
60 Grove St.
Burlington, VT 05401
802-862-4841 (h) | 802-233-2902 (cell)
erhardm@burlingtontelecom.net

Lori Olberg

From: soverby@sover.net
Sent: Monday, November 18, 2024 4:09 PM
To: Lori Olberg
Cc: Melo Grant; Gene Bergman
Subject: Agenda Item 1: Roundabout for Colchester/Barrett/Riverside intersection - safest, most functional, least expensive
Attachments: 2024_11_18_Roundabout_Best_for_Safety_and_Performance_Colchester Riverside Barrett Mill Intersection.pdf

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

Lori,

Please share this email and attachment with City Councilors for tonight's "Work Session Regarding Burlington - Winooski Bridge Project and Colchester/Barrett/Riverside Base Technical Concept - DPW (45 mins.)" and post as a Communication on CivicClerk for tonight's meeting.

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

Sorry for the last minute communication on this. I note City Council has a work session concerning the design for the Colchester/Barrett/Riverside intersection on the agenda for tonight's 11/18/2024 City Council meeting, and that a vote on this is planned for Dec. 16th.

I recommend that City Council revise its choice for the intersection design to require a roundabout at the intersection on the Burlington side of the new Winooski-Burlington bridge for reasons stated below and supported by the attached document. Your memo for tonight's worksession states that the proposed redesign of the Winooski bridge with a curvature, "will impact the intersection geometry." Based on that, this Council has an opportunity to correct its earlier decisions.

On May 15, 2023, Burlington City Council Approved Alternative 1, a signalized intersection, on DPW's recommendation, despite having received a Stantic Evaluation Matrix establishing that a roundabout intersection is best. See the annotated version of the 5/15/2023 DPW memo which is attached.

This year, on April 15, 2024, City Council was asked by DPW to approve a "Finance and Maintenance Agreement with the State of Vermont for reconstruction of the Colchester Ave, Riverside Ave, Barrett St, and Mill St intersection (Burlington STP 5000(29))" as a signalized intersection, based on a representation that "The intersection improvements will provide a safer intersection that enhances mobility and access for all users while ensuring efficient operation." DPW's own prior memo to City Council of May 15, 2023 and the Stantec report provided with it, refutes this statement.

City Councilors seated for the April 15, 2024 vote on the "Finance and Maintenance Agreement" were not provided with the May 15, 2023 Stantec report in their packet prior to their vote.

DPW's 5/15/2023 memo included a Stantec consulting report documenting that the roundabout is the Best intersection design for improving pedestrian safety, reducing potential for crashes, and managing peak hour congestion. The Stantec estimate for the cost of the roundabout in 2023 was \$6.7 million.

The DPW 5/15/2023 memo and City Council's vote based upon it, establishes on its face that City Councilors chose to approve the less safe, less functional signalized intersection despite knowledge of the facts provided to them in Stantec's report. Newly seated Councilors who voted on April 15, 2024 were not made aware of the 2023 Stantec report but those on the Council in May of 2023 would have known of it.

Besides the initial construction costs, the rest of the project costs if a signalized intersection is installed, will be born in the future by pedestrians injured or killed, owners of vehicles involved in crashes, expenses to maintain and upgrade traffic signal technology, environmental impacts of idling vehicles, and legal fees to defend law suits that will be paid by Burlington taxpayers as a consequence of City Council's decision.

This City Council has an opportunity to prevent the disastrous safety and financial consequences that will result from choosing to "stay the course" installing a signalized intersection at this location now that the proposed intersection geometry might change if the proposed curved bridge design is selected.

We should note that, according to tonight's 11/18/2024 DPW worksession memo, 100% of the cost of the intersection will be paid for with federal funds. That was apparently not a known fact when the 2023 Council approved the unsafe intersection design. Note: the memo in your packet for the worksession tonight now estimates the signalized intersection cost itself to be \$9 Million, compared to the \$3.3 Million Stantec estimated in 2023, for Alternative 1, the signalized intersection.

I understand how hard it is to admit past bad decisions and make changes. This Council has a choice. Documents of these decisions are in the public record so will be easily findable by people injured or killed at the rebuilt Colchester/Barrett/Riverside intersection.

Solveig Overby
Ward 2 resident

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On 5/15/2023, Burlington City Council Approved Alternative 1, on DPW's recommendation, despite this Evaluation Matrix included in their own memo establishing that roundabout is best.

The rest of the project costs for DPW/City Council's recommendation, Alternative 1, will be born by pedestrians injured or killed, owners of vehicles involved in crashes, expenses to maintain and upgrade traffic signals, environmental impacts of idling vehicles, and legal fees to defend law suits that will be paid by Burlington and others who approved a less safe, less functional intersection despite acknowledging that they know the facts in this matrix.



BEST!

Figure 4 Alternatives Evaluation Matrix

Note:
DPW's
11/18/24
Memo now
states
signalized
intersection
cost
estimate is
\$9 million.

CRITERIA	No Build	Short Term Improvements	Alternative 1 4 Way Intersection	Alternative 2 4 Way Intersection w/ Separate Right Lane	Alternative 3 Roundabout
Project Costs	\$0	\$875,000	\$3,300,000	\$3,430,000	\$6,700,000
PURPOSE AND NEED					
Improves Pedestrian Safety	No	Some	Best	Best	Best
Provides Safer Bicycle Connectivity Winooski to Burlington	No	Some (allows cyclists safer movement)	Some (protected bike lanes south of Barrett and south of Mill neighborhoods)	Some (protected bike lanes south of Barrett and south of Mill neighborhoods)	Some (protected bike lanes south of Barrett)
Reduces Potential for Crashes	No	Some	Best	Best	Best
Reduces Intersection Complexity	No	No	Best	Best	Some
Manages Peak Hour Congestion	No	Some	Some	Some	Best
IMPACTS					
ROW Impacts	None	None	Minor (1600 sf)	Minor (4000 sf)	Major (4000 sf/ 1 house)
Historic Resources	None	None	None	None	Major (Removes 4(f) resource)
Stormwater	No change	No Change	Treatment opportunity	Treatment opportunity	Treatment opportunity
Net Change in On-street parking spaces	0	Some (-1 - N. of Barrett St. -2 - S. of Barrett St.)	More (-5 - N. of Barrett St. -2 - S. of Barrett St.)	More (-5 - N. of Barrett St. -2 - S. of Barrett St.)	More (-5 - N. of Barrett St. -2 - S. of Barrett St.)
Aerial Utilities	0	0	Some (3 poles relocated along Colchester Ave)	Some (3 poles relocated along Colchester Ave)	Some (3 poles relocated along Colchester Ave)

6. Purpose and Need:

a. Identify what problems or challenges the project is intending to fix/improve

i. **Purpose:** The purpose of the Colchester Avenue/Riverside Avenue intersection scoping study is to define a safer intersection that enhances mobility and access for all users while contributing to livable and vibrant communities and ensuring efficient operations.

ii. **Need:**

- Improve safety and mobility for all users of the intersection.
- Simplify the intersection.
- Enhance the gateway into Burlington.
- Manage traffic congestion.

Source: Page 22 of 5/15/2023 City Council Agenda Packet, included as part of Consent Agenda Item 5.09; Stantec Report: "Burlington STP 5000(29) Colchester Avenue/Riverside Avenue/Barrett Street/Mill Street intersection VPSP2 REGIONAL PROJECT REFINEMENT (RPR)"



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

Memo

<https://burlingtonvt.portal.civicclerk.com/event/2031/files>
Consent Agenda item 5.09

Date: May 15, 2023

To: City Council

From: Madeline Suender, Associate Public Works Engineer
Laura Wheelock P.E., Senior Public Works Engineer

CC: Chapin Spencer, Director Public Works
Norm Baldwin P.E., City Engineer

Subject: Letter of Support Colchester Avenue/Riverside Avenue/Barrett Street/Mill Street
Intersection VPSP2 – Burlington STP 5000 (29)

Request:

The Department of Public Works (DPW) is seeking City Council approval of the Colchester Avenue/Riverside Avenue/Barrett Street/Mill Street Intersection Regional Project Refinement and authorization to allow Chapin Spencer to execute the letter of support for the City of Burlington. This approval is not a change, it is a reaffirmation of the City's project preferred alternative from the Scoping Study completed by the Chittenden County Regional Planning Commission (CCRPC) and Stantec.

Grant Background:

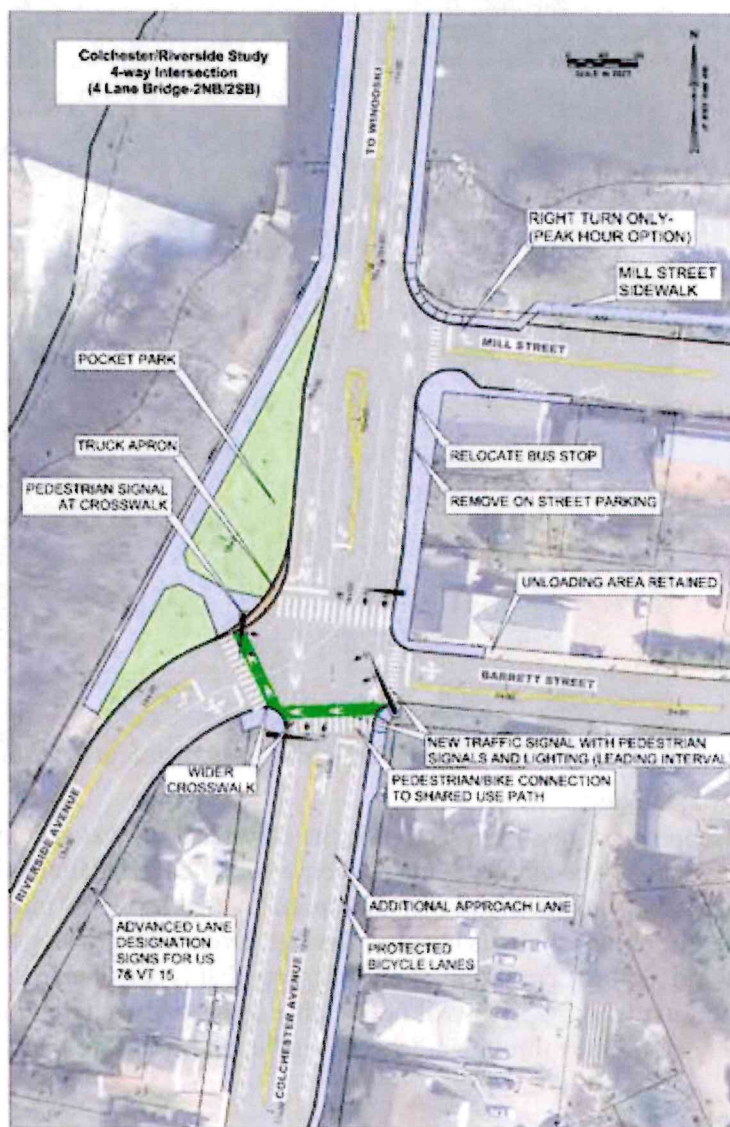
Vermont Project Selection and Prioritization (VPSP2) is a mechanism to identify, prioritize, and select state transportation capital improvement projects on the federal aid system. This new process has been a collaborative effort between national, state, regional, and local agencies and interests. VPSP2 is a system that aims to develop a performance-based, data driven project selection & prioritization framework that maximizes the "transportation value" delivered to Vermont taxpayers. This helps to maximize the way transportation funding is used in Vermont.

The City's Transportation Planning group applied for this project through VPSP2 as a funding source. The project was selected by VTrans and allocated in their FY23 budget to undergo scope review administered through the CCRPC. VTrans contracted Stantec to do this work. As part of the Scope Refinement Process, the attached report (Attachment 1) outlines the draft scope of work and history of scoping work done thus far at this location. To allow the project to advance to design the City has been asked to sign the attached Letter of Support (Attachment 2) supporting the preferred alternative selected in the Final Scoping Study from April of 2019.

Preferred Alternative:

The [final Scoping Study completed by CCRPC and Stantec](#) analyzed three alternatives, a no build option and short term improvements. The preferred alternative was Alternative 1, shown in Figure 1. Other alternatives included Alternative 2 – 4-way Intersection with Separate Right Turn Lane being so similar, there was much discussion between the two and finer points of difference. Alternative 3 – Roundabout, was eliminated from consideration due to its cost and level of risk.

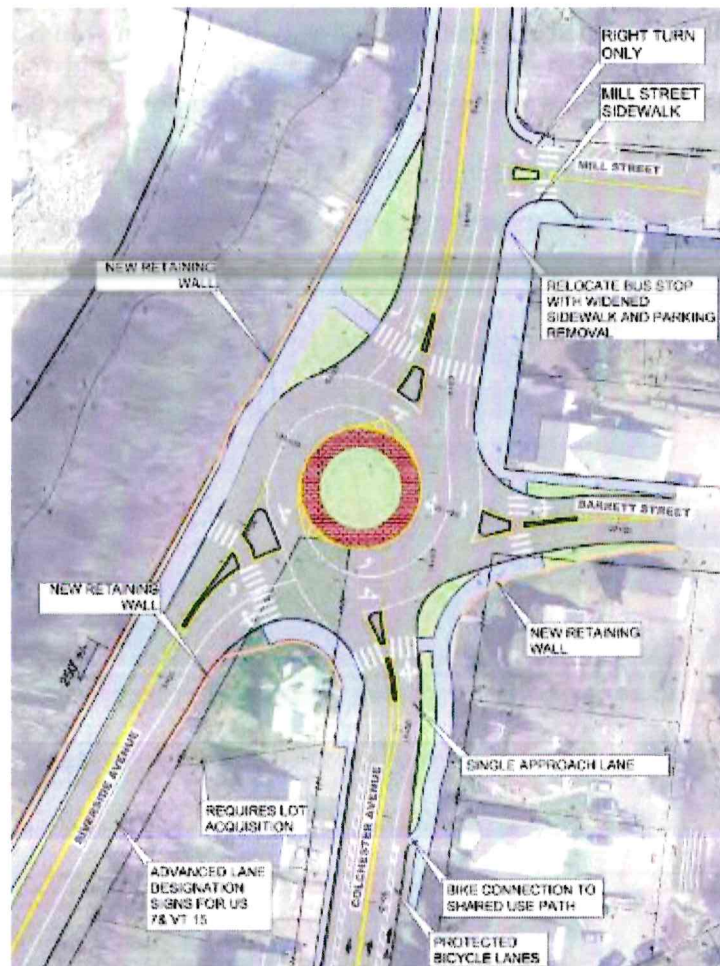
Figure 1: Recommended Alternative – Alternative 1.



Alternative 1:

During the 2019 scoping process, Alternative 1 received support of the Project Advisory Committee (PAC), Transportation, Energy & Utilities Committee (TEUC) and City Council citing the potential to develop a pocket park to the west of the intersection and all crosswalks being controlled by signal. This would add pervious surface. Current and future vehicle volumes are able to be managed within the significant ROW and environmental/historic constraints of the site with minimal impacts when compared to other alternatives.

Figure 2: Alternative 3 – Hybrid Single Lane Roundabout



Alternative 3 Roundabout:

In the original scoping process, Alternative 3, the Roundabout, was recognized before the end of the scoping process to not be viable. Some concerns with the Roundabout alternative are the ability to size the roundabout geometrically in the space available while minimizing the impacts to properties within the Winooski Falls Historic District. Even with working to best fit the roundabout alternative it would require demolition of one property that is considered significant to the District. Additionally the roundabout option will not be able to properly accommodate truck traffic, these vehicles would need to track through adjacent vehicle lanes to make the turns.

Letter of Support

In review of the April 2019 Scoping Study and the project refinement process under VPSP2, DPW recommends that the City Council support of the preferred alternative (Alternative 1) outlined in this report and already received approval from the City Council on March 25, 2019. Though, we already selected preferred alternatives, this second approval with conform to the State's process to bring these projects into the VPSP2 budget in a uniform way across all municipalities. This work will be fully funded (100%) under VTrans Safety Program. Non-participating costs, such as contaminated soils, are not part of this funding. Advancing the project now also provides the opportunity for this intersection upgrade to be coordinated with the Winooski Bridge

reconstruction project to limit overall community impacts, costs, and result in a higher quality outcome.

In discussions with the Transportation Energy and Utility Committee for their support of this item at their May 3, 2023 meeting, they supported staff's recommendations with added emphasis on review of bicycle/pedestrian improvements to the concept during design. These could include but are not limited to bike ramps between roadway and shared use paths, widen crosswalks/bike crossings, review curb radii to encourage design speeds, review alignment angle for all modes of transportation, review of timing with exclusive bicycle/pedestrian phase for intersection safety. This consideration has been reflected within the draft letter of support.

Motions

Actions for City Council:

To authorize the Director of Public Works to execute the Letter of Support for the Colchester Avenue/Riverside Avenue/Barrett Street/Mill Street – Burlington STP 5000 (29) Intersection Project from the Vermont Agency of Transportation, supporting advancement of the preferred alternative in the April 2019 Final Scoping Study.

Attachment:

1. Colchester Avenue/Riverside Avenue/Barrett Street/Mill Street Intersection VPSP2 REGIONAL PROJECT REFINEMENT (RPR) Report.
2. DRAFT Letter of Support



Home (/DLLLicenseManagment/s/)

Application
DLL - Application - 49653

Approve

Reject

Applicant Action Required

Town Payment Received

Download

New

APPLICATION DETAILS

RELATED INFORMATION

✓ Application Information

DLL - Application Id

DLL - Application - 49653

Business Entity Name

CCS ENTERPRISES

Phone number:

Applicant Email

chidadhimal28@gmail.com (<mailto:chidadhimal28@gmail.com>)

Renewal Application

Student Name

Applicant Action Comments

License/Permit Location Description

Town Fee

0

Business Entity Phone

5134859018

Training Completion Record

Designated Caterers Details

Days Since Last Modified

0

Estimated time period for alcohol

Name and address from whom you purchase

Lease Expiration Date

12/31/2029

Liquor Liability Insurance Policy Number

Landlord Email

admin@myerstaxvt.com (<mailto:admin@myerstaxvt.com>)

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ¹

URL for Duties ¹

External Status

Application sent to municipality

Town Clerk/ Municipal Jurisdiction

Burlington

Historical Id

TOBC

Application Type ¹

License

Application For

Tobacco License

Mode of Training

Town User Approval/Rejection Comments

Eligibility of Tobacco Fee waiver

Yes

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used



Home (/DLLLicenseManagment/s/)

Application
DLL - Application - 49654

Approve

Reject

Applicant Action Required

Town Payment Received

Download

New

APPLICATION DETAILS

RELATED INFORMATION

✓ Application Information

Primary Phone No

Primary Contact Person

DLL - Application Id

Internal Status

DLL - Application - 49654

Application sent to municipality

Business Entity Name

External Status

CCS ENTERPRISES

Application sent to municipality

Business Entity Phone

Historical Id

5134859018

TSEP

Foundational License

Application Type ⓘ

Permit

Renewal Application

Application Category

Tobacco

Student Name

Application For

Tobacco Substitute Endorsement

Town User Approval/Rejection Comments

Mode of Training

Contact Engagement

Applicant Email

chidadhimal28@gmail.com (<mailto:chidadhimal28@gmail.com>)

Designated Caterers Details

Applicant Name:

Training Completion Record

Training Completion Date

Indoor Or Outdoor

Applicant Action Comments

Days Since Last Modified

License/Permit Location Description

0

Estimated time period for alcohol

Quantity of Alcohol required

Name and address from whom you purchase

what purpose this alcohol is used to be

Renewal Change Indicated

Where is this alcohol to be used

Renewal Change Description

URL for Policies & Procedures ⓘ

URL for Duties ⓘ

✓ Event Details

Start date of event

End date of event



Office of Mayor Emma Mulvaney-Stanak

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

November 18, 2024

Dear Councilors,

I am pleased to bring forward for your consideration the appointment of Charles Dillard to the position of Director of City Planning.

Charles has served the City in the role of Principal Planner for the past two and a half years, and he assumed the role of Interim Director in June following the departure of Meagan Tuttle. I have been impressed by Charles' handling of complex issues, his approach to urban planning & design, and his ability to prioritize projects for the Planning team throughout this transition period.

The City engaged in a national search for the Planning Director position and conducted three rounds of interviews. The Interview Committee included representatives from multiple City departments, the Burlington Planning Commission, and the Chittenden County Regional Planning Commission. I extend my gratitude to the City staff and community members who were generous with their time during this process.

Upon confirmation, Charles will immediately begin serving as the Director of the Office of City Planning. Charles' promotion will create a vacancy in the Principal Planner position, which we will work to fill quickly to ensure full capacity in the Office.

I have full confidence that Charles will serve the City of Burlington well as our next Director of City Planning, and I thank you for your consideration of this appointment.

With gratitude,

Emma Mulvaney-Stanak
Mayor

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

CHARLES DILLARD AICP

EDUCATION

Master's - Landscape Architecture
University of Toronto

Master's - City & Regional Planning
University of North Carolina

Bachelor's - Sociology
Wake Forest University

SKILLS + TOOLS

Technical

- ArcGIS Pro and Online
- Adobe Creative Suite
- Rhino, AutoCAD, Sketchup
- Giraffe
- Microsoft Office

Communication

- Excellent public speaking and meeting/charrette facilitation skills
- Excellent writing and editing skills
- Conversational fluency in Spanish

AFFILIATIONS

AICP (2017-present)

APA-NC Chapter

Chair, Education and Outreach Committee (2018-2020)

Member, Education and Outreach Committee (2018-2022)

Executive Committee (2018-2020)

Planner's Network (2021-present)

WORK

Principal Planner - City of Burlington (03/2022 - present)

- Manage amendments to the Comprehensive Development Ordinance
- Provide urban design services to internal and external partners
- Present complex planning and design projects to the public, elected officials, boards, commissions and city staff

Senior Urban Designer - City of Raleigh (01/2020 - 03/2022)

- Managed proposals for residential zoning reform, including citywide and transit-oriented missing middle standards
- Conducted feasibility studies for public and private development sites
- Coordinated public realm and placemaking initiatives with community, institutional, private sector and internal city partners
- Presented complex planning and design projects to the public, elected officials, boards, commissions and city staff

Urban Designer - RATIO (01/2018 - 01/2020)

- Provided planning and design consultation for municipalities, developers and institutions
- Co-managed the Freeport (IL) Park District Master Plan, which prioritizes equity, resiliency and multi-modal access
- As lead urban designer and planner in the Raleigh office, I was a core business development team member

Urban Designer/Planner - City of Raleigh (07/2015 - 01/2018)

- Managed Avent Ferry Road Corridor Study
- Served as staff liaison to city's Appearance Commission; work consisted of meeting administration, presentation and policy research
- Reviewed zoning and development applications

City Planner I - NYC Dept. of City Planning (10/2012 - 05/2015)

- Managed urban design and planning studies
- Facilitated coordination on BRT and waterfront greenway with state, local, federal, community and private sector stakeholders
- Collected, compiled and analyzed geographic, social, and economic data using GIS and illustrative software
- Managed FEMA-funded projects in close coordination with New York State Dept. of Environmental Conservation

Research Assistant - University of Toronto (09/2010 - 05/2012)

- Assisted in preparation of lecture sessions
- Compiled research database on Toronto landscape infrastructure



PATRICK LEAHY
BURLINGTON
INTERNATIONAL AIRPORT

November 18, 2024

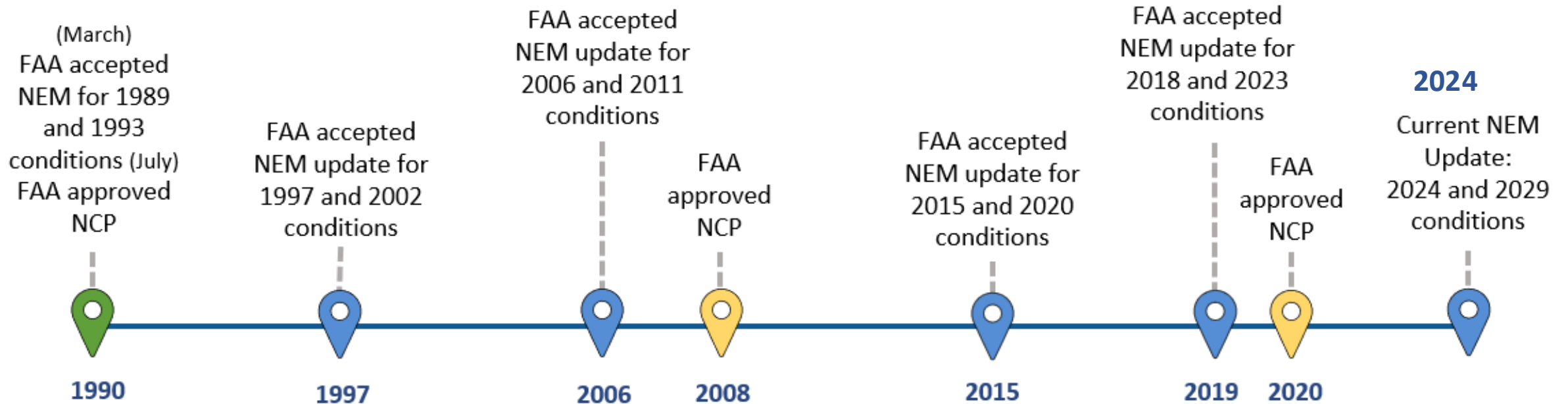
City of Burlington
City Council

Noise Compatibility Program Updates



History Of LeahyBTV Noise Programs 14 CFR Part 150

Noise Exposure Map (NEM) & Noise Compatibility Program (NCP)



To Access any FAA funding under 14 CFR Part 150, Airports must have an updated Noise Compatibility Program (NCP) and Noise Exposure Map (NEM)

Our Eligible Programs;

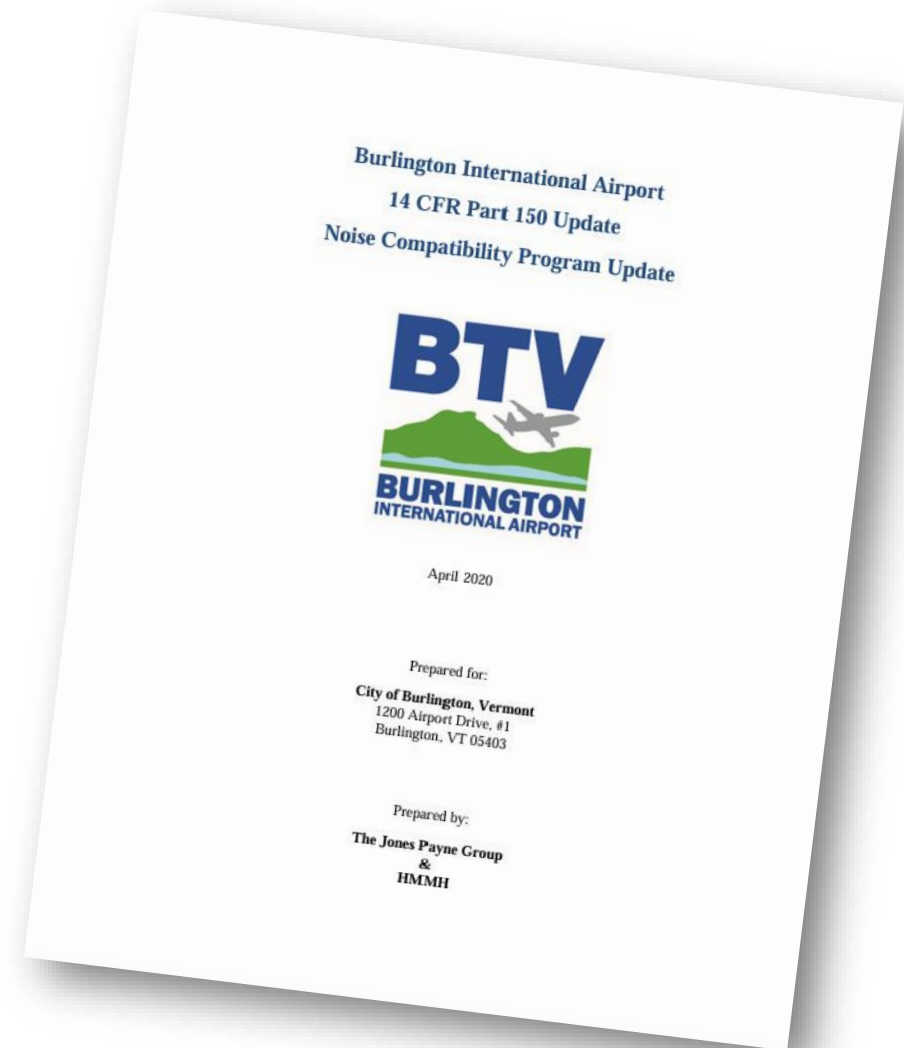
What is a Noise Compatibility Program (NCP):

Through 2019, we only acquired properties

In 2020 we offered additional FAA Approved measures for the first time by updated our NCP:

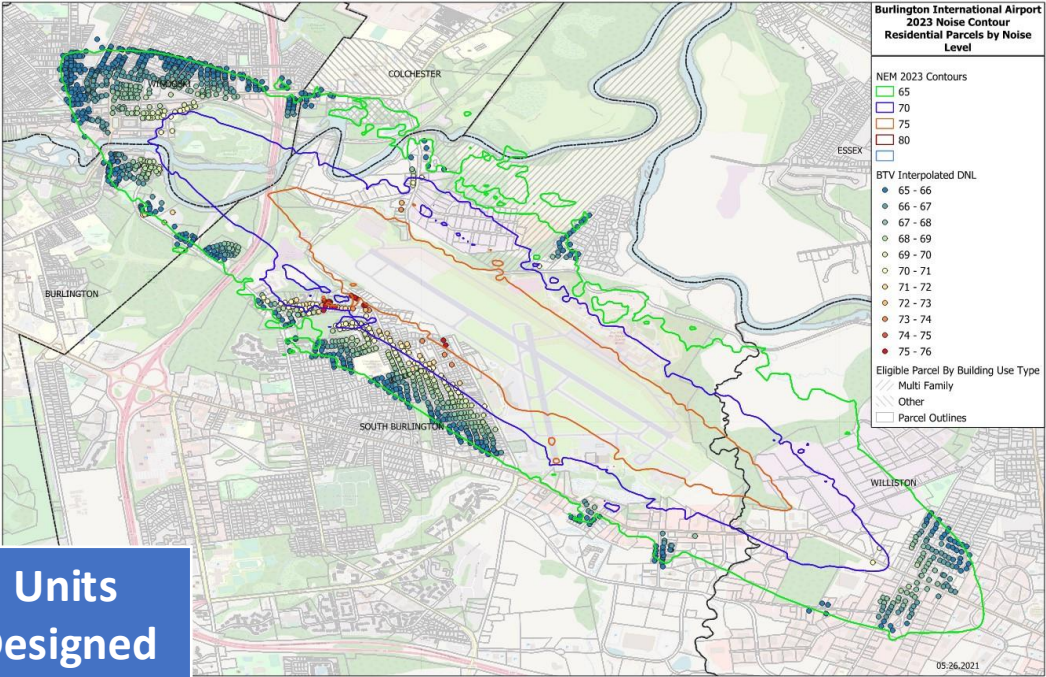
- Residential Sound Insulation
- Sales Assistants,
- Purchase Assurance

No longer offering Aquisition/Demolition except 75 DNL or greater (which is the only FAA Approved method within this area)



Current Status of NCP

Positive Ventilation Project of Elementary School - COMPLETED
Installation of 3 Noise Monitors in the Community – COMPLETED
No property has wanted Purchase Assurance/Sales Assistance



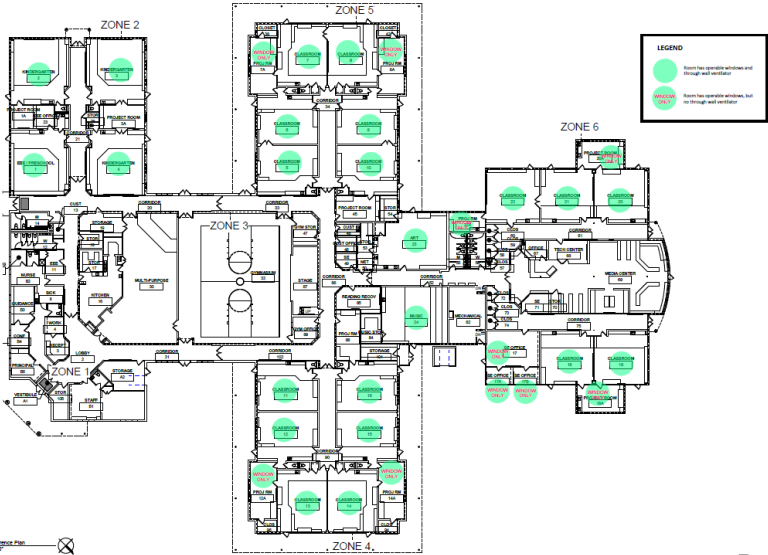
Residential Sound Insulation Program:

Current Average bid exceeds \$130k per single family (Design, Outreach, Construction)

Challenges:

- Seasonality
- Pre Acoustical Testing Process has changed with FAA
- FAA Funding of Approx. \$5M Annually

Phase	Units Insulated	Units Designed
1 (2023)	9	10
2 (2023)	5	54
3 (2025)	47	50
4 (2025)	16	50
5 (2025)	50	50



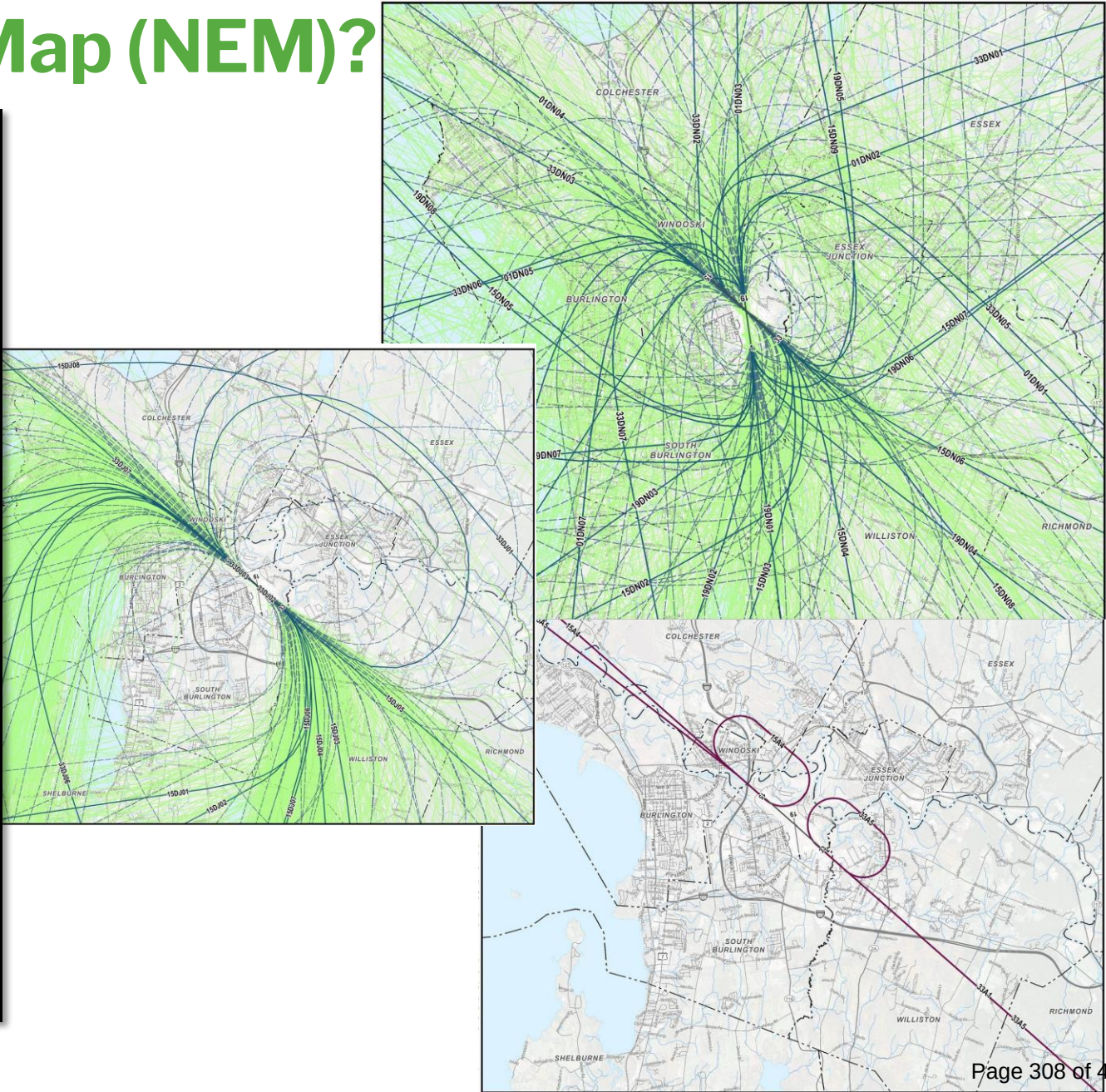
What is a Noise Exposure Map (NEM)?

Table 2-1. Part 150 Airport Noise / Land Use Compatibility Guidelines

Source: Part 150, Appendix A, Table 1, 2007

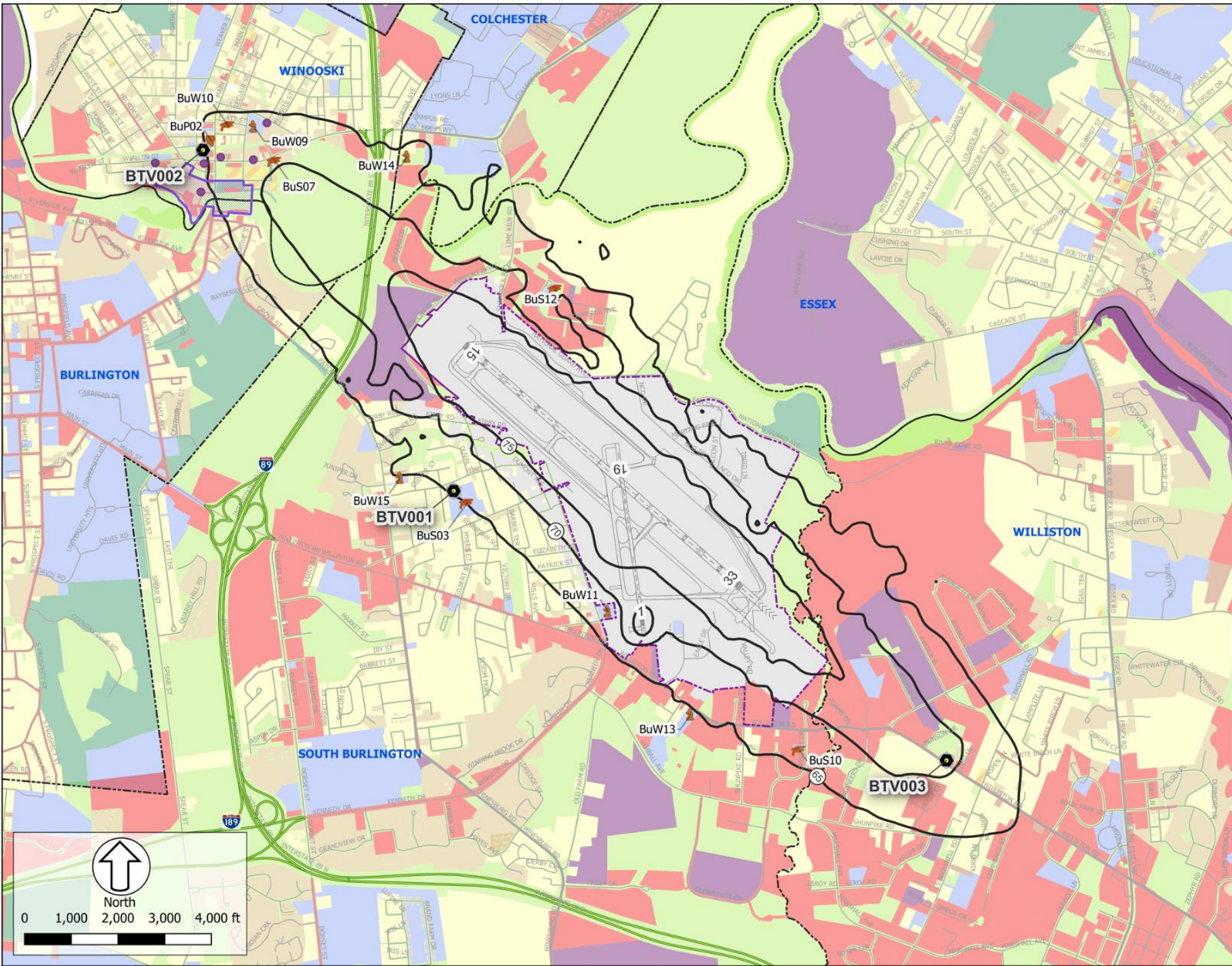
Land Use	Yearly Day-Night Average Sound Level [DNL] in Decibels					
	<65	65-70	70-75	75-80	80-85	>85
Residential Use						
Residential other than mobile homes and transient lodgings	Y	N(1)	N(1)	N	N	N
Mobile home park	Y	N	N	N	N	N
Transient lodgings	Y	N(1)	N(1)	N(1)	N	N
Public Use						
Schools	Y	N(1)	N(1)	N	N	N
Hospitals and nursing homes	Y	25	30	N	N	N
Churches, auditoriums, and concert halls	Y	25	30	N	N	N
Governmental services	Y	Y	25	30	N	N
Transportation	Y	Y	Y(2)	Y(3)	Y(4)	Y(4)
Parking	Y	Y	Y(2)	Y(3)	Y(4)	N
Commercial Use						
Offices, business and professional	Y	Y	25	30	N	N
Wholesale and retail—building materials, hardware and farm equipment	Y	Y	Y(2)	Y(3)	Y(4)	N
Retail trade—general	Y	Y	25	30	N	N
Utilities	Y	Y	Y(2)	Y(3)	Y(4)	N
Communication	Y	Y	25	30	N	N
Manufacturing and Production						
Manufacturing general	Y	Y	Y(2)	Y(3)	Y(4)	N
Photographic and optical	Y	Y	25	30	N	N
Agriculture (except livestock) and forestry	Y	Y(6)	Y(7)	Y(8)	Y(8)	Y(8)
Livestock farming and breeding	Y	Y(6)	Y(7)	N	N	N
Mining and fishing, resource production and extraction	Y	Y	Y	Y	Y	Y
Recreational						
Outdoor sports arenas and spectator sports	Y	Y(5)	Y(5)	N	N	N
Outdoor music shells, amphitheaters	Y	N	N	N	N	N
Nature exhibits and zoos	Y	Y	N	N	N	N
Amusements, parks, resorts and camps	Y	Y	Y	N	N	N
Golf courses, riding stables, and water recreation	Y	Y	25	30	N	N

Key and Notes to this table are on the following page



PART 150 - NOISE EXPOSURE MAP UPDATE

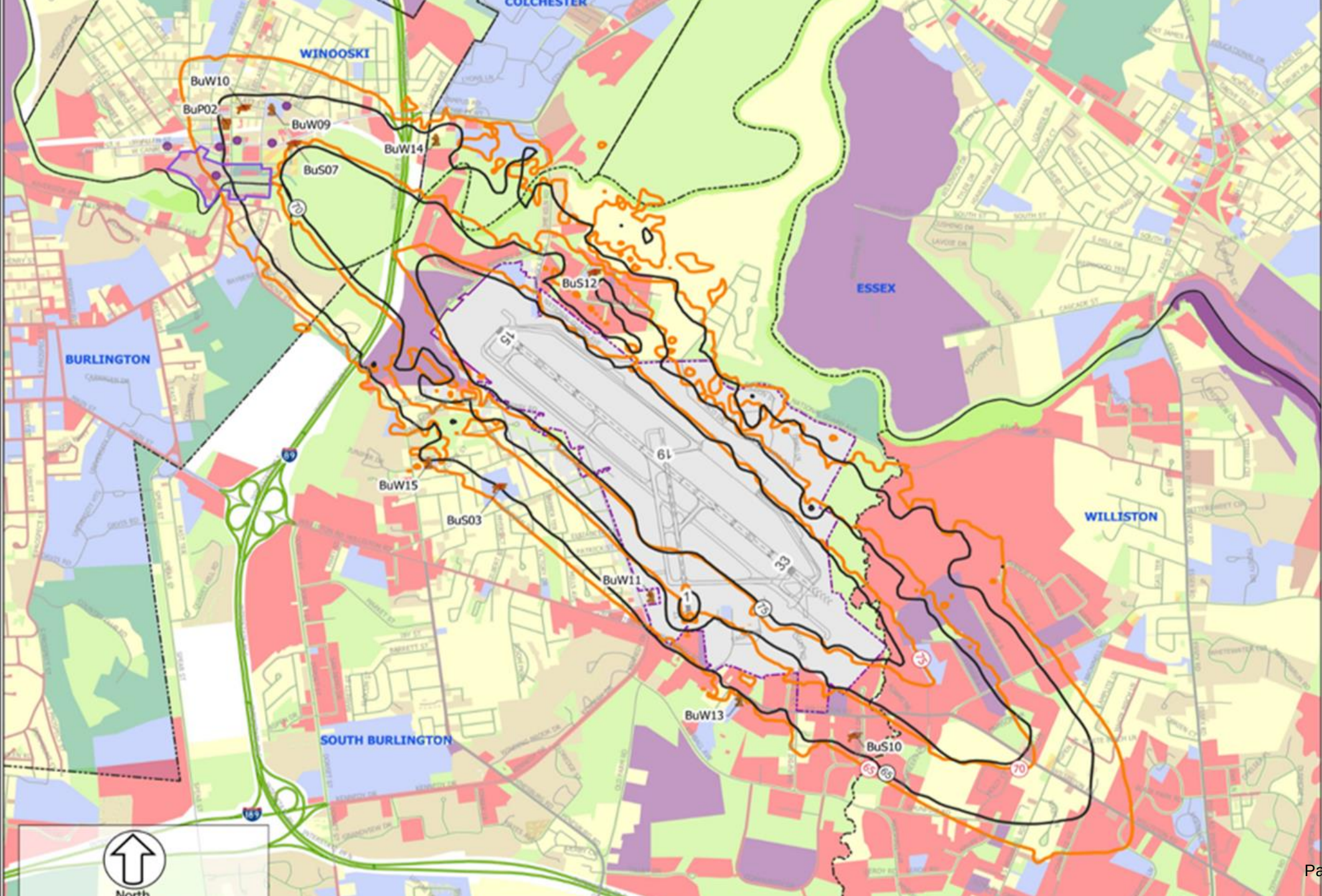
Figure 5-1
2024 Noise Exposure Map



- 2024 DNL Contour (Existing Conditions)
- Town Boundary
- Airport Property Boundary
- Historic Districts
- Historic Sites
- Local Roads
- Major Roads
- Highways
- Education
- Place of Worship
- Public Gathering
- Noise Monitor

- 2024 Land Use
- Single Family Residential (1)
 - Multi Family Residential (1)
 - Other Residential (1)
 - Mixed Use (1)
 - Public Use (1)
 - Airport
 - Transportation (2)
 - Commercial (2)
 - Manufacturing & Production (2)
 - Recreational (2)
 - Open Space

(1) Potentially non-compatible within 65 dB DNL contour as discussed in Section 3.4.
(2) Potentially non-compatible within 70 dB DNL contour as discussed in Section 3.4.
Data Source:
Vermont Center for Geographic Information Inc. (VCGI), United States Census Bureau, National Register of Historic Places, Burlington International Airport, Harris Miller Miller & Hanson Inc.



Potentially Eligible

Contour Interval	Potentially Incompatible ¹		Compatible ²		Total	
	2024	2029	2024	2029	2024	2029
Off-Airport Acreage ³						
65-70 DNL	249.4	261.1	0.7	0.7	250.1	261.8
70-75 DNL	317.4	317.4	3.1	3.1	320.5	320.5
>75 DNL	0.2	0.2	0	0	0.2	0.2
Total	567	578.7	3.8	3.8	570.8	582.5
Housing Units						
65-70 DNL	1,910	1,982	3	3	1,913	1,985
70-75 DNL	443	443	11	11	454	454
>75 DNL	1	1	0	0	1	1
Total	2,354	2,426	14	14	2,368	2,440
Population (Census 2020)						
65-70 DNL	4,449	4,621	7	7	4,456	4,628
70-75 DNL	1,032	1,032	25	25	1,057	1,057
>75 DNL	2	2	0	0	2	2
Total	5,483	5,655	32	32	5,515	5,687
1. "Potentially Incompatible" includes residential and other noise-sensitive land uses; compatibility can depend on the building's outdoor-to-indoor Noise Level Reduction (NLR) 2. "Compatible" quantities in this table refer to residential units made compatible by sound insulation. 3. Properties acquired by the airport for noise abatement are not counted as off-airport property.						

2,368 Dwelling Units Potentially Eligible

Estimated 5,515 Population

This is an approximate 10% decrease from the NEM that forecasted F-35A operations:

272 Less Units

Approx 600 less population



PATRICK LEAHY
BURLINGTON
INTERNATIONAL AIRPORT

HOME

SOUND INSULATION PROGRAM

2029 POTENTIAL NOISE MITIGATION PROGRAM MAP

NOISE PROGRAM UPDATE (NCP)

NOISE EXPOSURE MAP UPDATE (NEM)

SOUND COMMITTEE

NOISE & FLIGHT TRACKING SYSTEM

CONTACT

LINKS

FAQS

Search here...

2029 Potent

Priority will be g

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Map

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☒ 2029 Forecas

☐ 2023 Former

☐ Landuse Lay

Address Search

Legend

2029 Forecast C

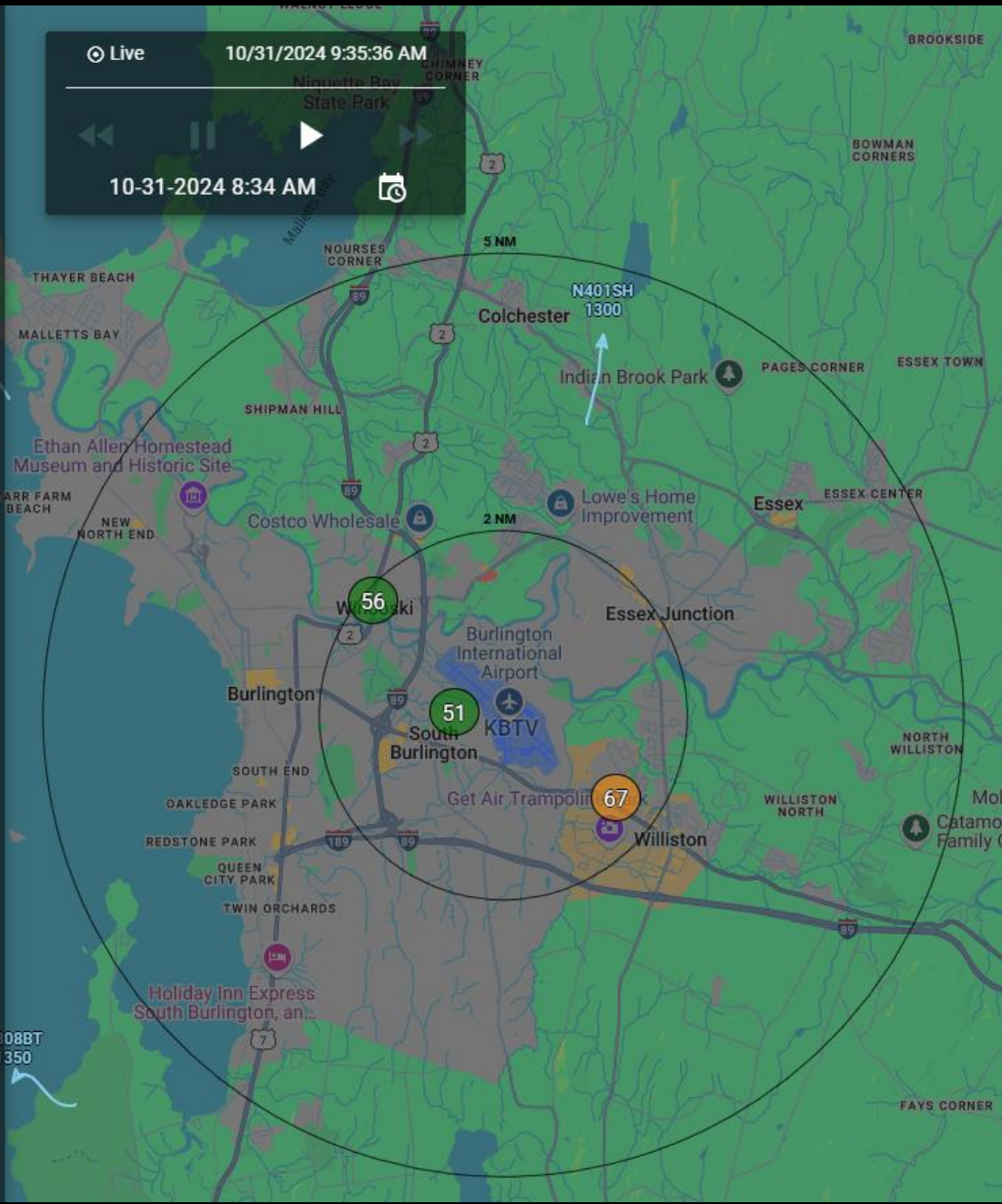
65

70

75

Live 10/31/2024 9:35:36 AM

10-31-2024 8:34 AM



Map showing noise contours and flight paths around Burlington International Airport. Key locations include Colchester, Essex, Williston, and various parks and businesses. The map includes a legend for noise levels (65, 70, 75) and a search bar.

by clicking on the search icon on the

il btvsound@jonespayne.com



Champlain Valley Exposition

Essex Junction Grand Buffet

Muddy Brook Park

Winouka River

KIRBY CORNER

La Quinta Inn & Suites by Wyndham

Get Air Trampoline Park

Public Comment Period Open Until November 24, 2024

Please submit all comments on the document to:

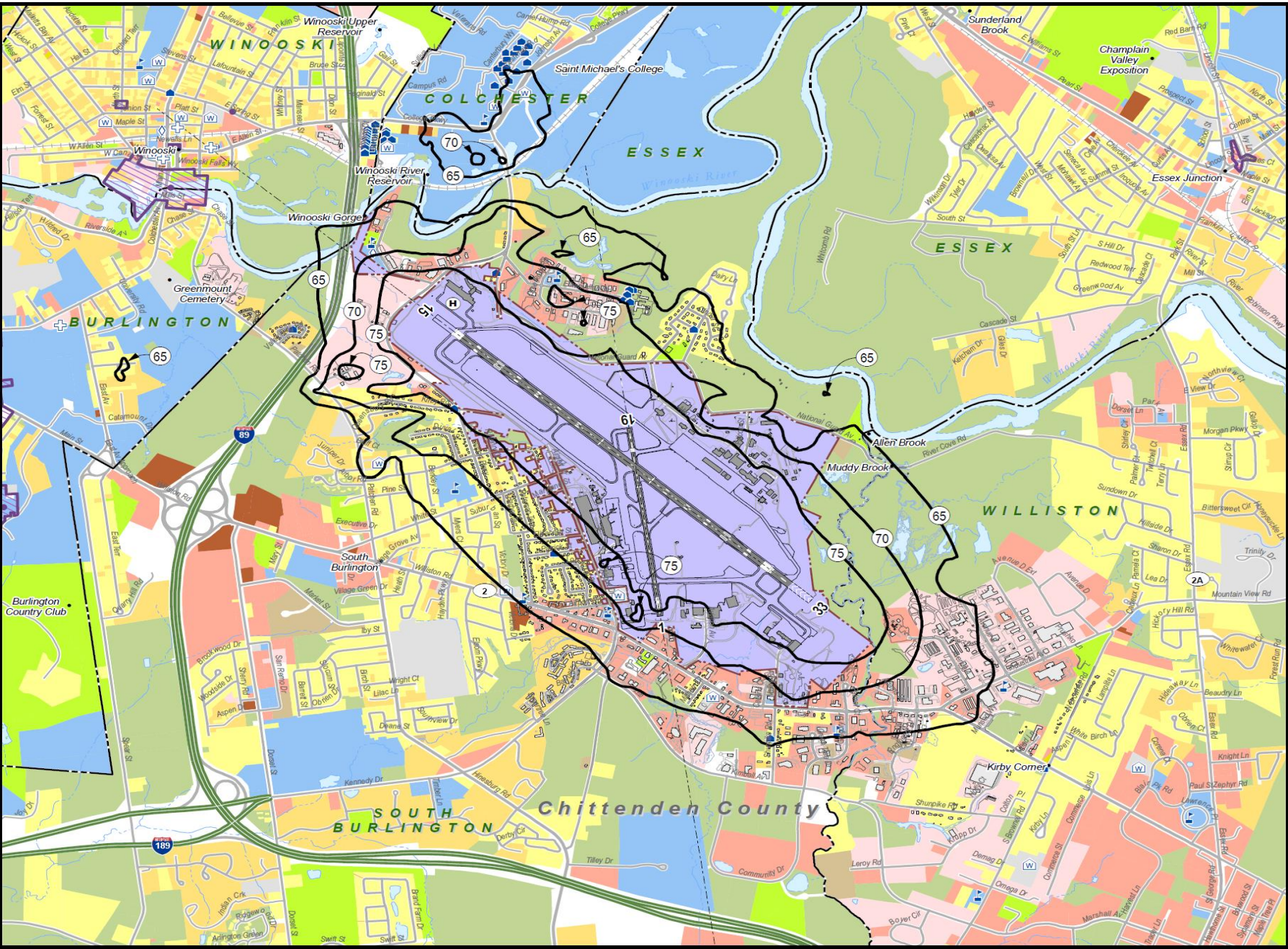
BTVSound@jonespayne.com

All information and the full document can be found online at WWW.BTVSOUND.COM or a physical copy can be requested at the above email address.

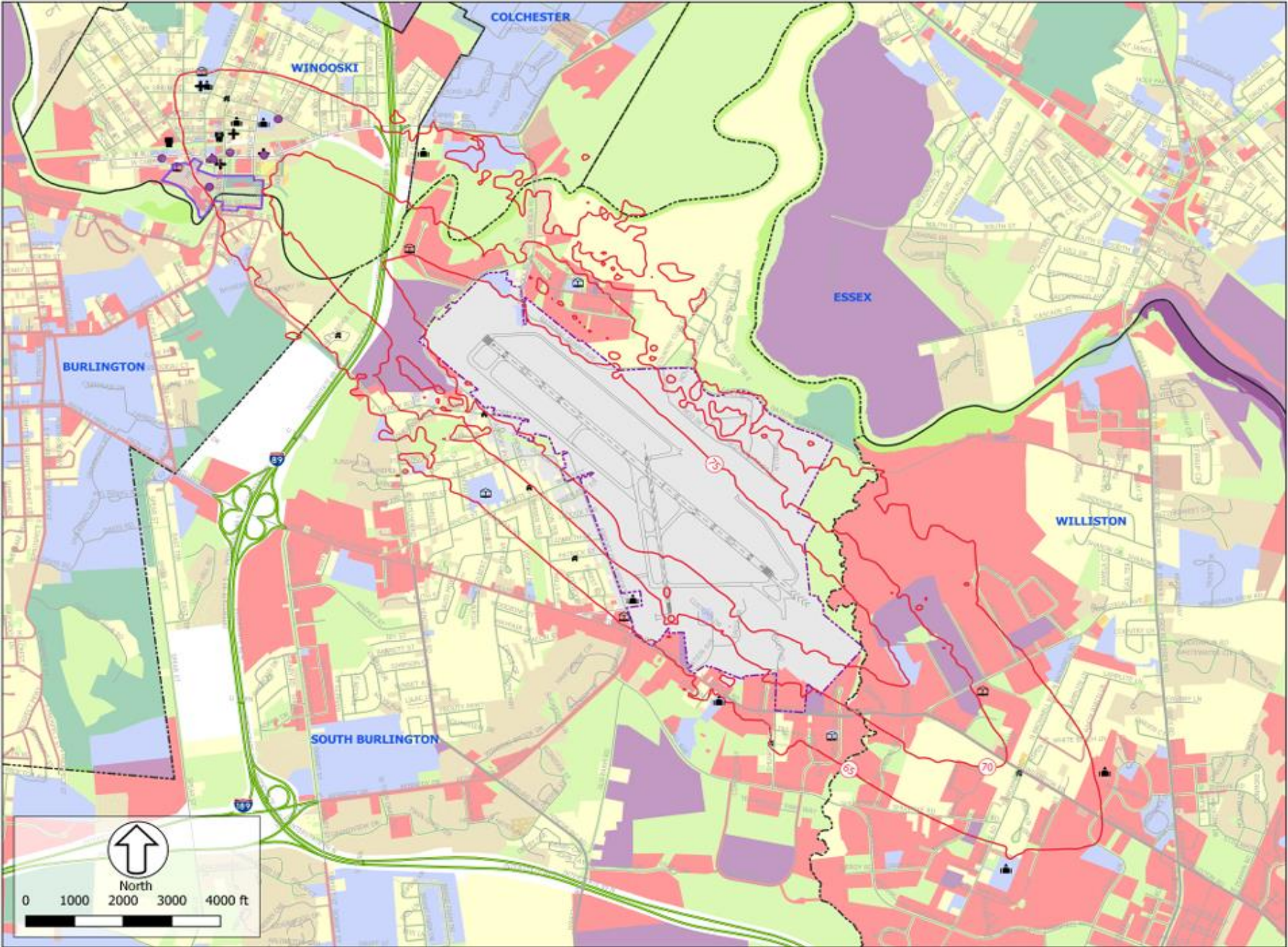
All Comments will be answered and posted on our website and incorporated into the final Noise Exposure Map Documentation submitted to the FAA.



Thank you
www.btvsound.com



2015



2023
Future Forecast

November 18, 2024
Burlington City Council Meeting

Mayoral Updates on Council Resolution 7.8 *(Replacement of F-35 Mission with One that Causes No Harmful Noise)*

Resolution 7.8 Adopted 8/12/2024

Final Resolve Clause reads:

“Be it Further Resolved that the City Council respectfully request the Mayor meet with the leadership of our airport and the Vermont Air National Guard and report back to the City Council on the status of:

1. Collaborative noise mitigation efforts,
2. VTANG’s contributions to the airport’s capital infrastructure,
3. And how, if at all, this resolution may impact VTANG’s future operations at the airport”

1. Collaborative Noise Mitigation Efforts

Noise Exposure Map (NEM) Collaboration:

- VTANG provided needed data and in a timely manner to meet federal standards for Burlington Airport's noise map
 - Noise maps are required to get federal funding for noise mitigation and must be updated every five years. The airport has been issuing noise maps since the 1980s.

VTANG Noise Mitigation efforts:

- VTANG has historically made operational changes to F-35 program, including flight path changes.
- VTANG continues to explore operational changes to reduce noise in the community, including changes to how planes take off
 - These changes can take significant time implement due to needing federal environmental review under NEPA
- VTANG works with communities to explore such changes.

1. Collaborative Noise Mitigation Efforts

VTANG supported airport's recent grant application to access significant Department of Defense (DOD) Noise Funding

- This is a new federal Community Noise Program that Appropriated \$18.75 Million nationally for Airports with Air National Guard bases
- VTANG supported BTV's grant application process by providing letters of support and advocating with DOD
- If awarded, all funds will be directed immediately to increasing current funding of \$5 mil annually for airport's Sound Insulation Program

2. VTANG's Contribution to the airport's capital infrastructure

- Aircraft Rescue and Firefighting (ARFF) Equipment and Building Infrastructure

- Building maintenance and construction at no cost to Airport or Communities
- Firefighting Equipment/Vehicles at no cost to Airport or Community

- No Commercial aircraft could operate at LeahyBTV without Fire Services as required by 14 CFR Part 139.315
- ARFF Reduces Airport's Operating costs by Approx. \$4.0 Million Annually
- If no ARFF, Airport would have to pay for new infrastructure/equipment including Fire Station and all Fire Vehicles required by FAA
- Having ARFF helps airport gain competitive advantage with Airline partners by reducing airline rates and charges – if the Airport budget increased to include the above annual costs of \$4.0M, the Airport would need to increase its operating budget to recover costs

2. VTANG's Contribution to the airport's capital infrastructure

- Capital Rehabilitation Projects: Military Construction Cooperative Agreement (MCCA) to reimburse 100% of expenses to rehabilitate – these benefit VTANG but also the Airport
 - Valley West Apron
 - Runway Rehabilitation adjacent arrestor cables
- Memorandum of Understanding (Dec '23-Nov '33) to “document the mutual goals and intentions between [VTANG and the City] in reducing greenhouse gas emissions and mitigating aircraft noise”

3. How, if at all, this resolution may impact VTANG's future operation

- Communicates continued community concern about current F-35 mission
- Winooski and South Burlington Passed similar resolutions, so could contribute to regional pressure for a mission change
- However, at the Mayor meeting with VTANG September 24, 2024, VTANG shared that the resolution would not impact immediate operations as a mission change is determined on the federal level by Secretary of Air Force or Higher Authority.

Additional questions about possible Mission change:

- What could the replacement mission be considering other mission changes at bases across the country? Would a mission change mean more or fewer jobs at the base or impact VTANG's ability to contribute to efforts like disaster relief?
- Would a change in mission mean a change in fire services?
 - But note that VTANG Fire Department was established well before F-35 mission and supports not just airport but surrounding towns
- Positive impacts of a mission change— Besides F-35 Noise-related health concerns eliminated, additional positive impacts? property value increases? Other?



Office of Mayor Emma Mulvaney-Stanak

MEMORANDUM

Date: November 18, 2024
To: City Council
From: Mayor Emma Mulvaney-Stanak
Re: City of Burlington Legislative Priorities

For your consideration, here are the City of Burlington's top five legislative priorities for the 2025 session. Also herein are other legislative initiatives the Administration will monitor and likely support. We created the list of priorities after soliciting input from the City's eighteen department heads; a meeting with our Burlington state legislative delegation and several City Councilors; the City Council work session on October 28 and subsequent follow-up; and from Burlington residents through various means, such as Community Safety Public Forums, Mayor meet-ups, and constituent calls and emails. There is strong and broad support among City Staff, legislators, City Councilors, and the public for the five priorities listed below in the first section of the memo.

The second section of the memo lists additional legislative initiatives that we would monitor and support, as they are aligned with the Administration's goals and values.

We appreciate developing these priorities alongside you and invite your endorsement of the top five so we can be unified in advocating for the needs our City and our residents during the upcoming legislative session.

City of Burlington's Top Five Legislative Priorities for 2025

1. ADDRESS VERMONT'S HOUSING EMERGENCY.

Reimagine the State's General Assistance Emergency Housing Program to make it more effective, predictable, and sustainable and ensure the Agency of Human Services adequately funds non-profit housing providers and shelters of varying types to house unsheltered people until more permanent housing is available.

2. PROVIDE MORE RESOURCES FOR ACUTE MENTAL HEALTH AND SUBSTANCE USE NEEDS

Ensure allocated FY25 funds are expended in a more urgent and time sensitive fashion to expand residential treatment for mental health and substance use treatment options and for transitional recovery housing options. Change Medicaid eligibility guidelines to allow Medicaid to be used for long-term, residential treatment. Appropriate funding to address gap in services for people with acute needs that are significant but do not lead to orders of hospitalization

3. PROPERLY FUND THE JUDICIAL AND PRE-TRIAL MONITORING SYSTEMS

Ensure the judiciary has requisite funding to address the court backlog and that funds flow to counties with a high volume of criminal cases. Consider creative options such as increasing funding for specialty dockets like treatment court or hiring more assistant, temporary, or part-time judges. Ensure the

newly-established pre-trial monitoring program is adequately funded and effectively helping people access resources and move through the justice system.

4. APPROPRIATE STATE FUNDING FOR CRITICAL WATER INFRASTRUCTURE

Appropriate additional state funding to support water, stormwater, and wastewater distribution and collection system in master planning work and capital upgrades. The City is facing sizable capital investments needed in our water, stormwater and wastewater systems which will require significant bonds to finance on a local level. These investments are critical for both environmental and climate protections and our ability to develop more housing.

5. GUN REFORM.

Ban guns in establishments that serve alcohol. The legislature should take this action on a statewide level. Absent that action, the legislature should allow the City to take this action through a charter change. The City passed a charter change almost 10 years ago which included banning guns in establishments that serve alcohol. **As well, the legislature should take up other gun reform measures** such as banning guns not just in bars but other “sensitive areas,” such as government buildings, at demonstrations, or at playgrounds and other places where children gather.

Legislative Initiatives of Interest—to Monitor

The Mayor’s Office will also monitor and support other possible initiatives that like the City’s Top 5, are aligned with administration goals and values. These initiatives are grouped below in accordance with the administration’s goals and values. (And a few are for future years.) In addition to what is listed below, we will also track and support any policies that help us protect our residents and our rights from Trump Administration actions. To this end, we are meeting next week with a group of advocates and attorneys to help strategize and prepare, and we anticipate a fair amount of related interest and activity in the statehouse this session and beyond. We and our lobbyists will monitor closely.

Community Safety

Ensure Community Justice Centers are adequately funded to continue providing pre-charge diversion, a key community safety program that allows for a swift response to crime and to victims and which helps reduce burden on the courts. The Department of Corrections recently announced it will no longer be funding pre-charge after years of doing so. The legislature needs to make sure funding for pre-charge diversion is sustained.

Ample, Safe, Affordable Housing

Create rental protection by passing the just cause eviction charter change and give all cities and towns the authority to implement rent stabilization. This will keep more people housed and avoid some people cycling into homelessness due to evictions with no cause to rent increases or other displacement in a difficult rental housing market. **CHARTER CHANGE (passed by voters 2021)**

Require landlords to notify tenants of rent increases in a more timely fashion. Currently, the required notice period is 90 days; increasing the notice period would help tenants stay housed. **CHARTER CHANGE**

Allow the reduction of a portion of the value of a “qualified rental unit parcel” allowed under 32 V.S.A. §5404a to extend to all properties subject to rent restriction under local ordinance including Inclusionary Zoning (IZ) units. Currently, this tax exemption is granted to 80 multi-family properties in Burlington subject to rent restriction under provisions of state and federal law but has never been granted to IZ units subject only to municipal restriction. Extending this tax exemption would encourage the building of more affordable units.

Expand Sales Tax Reallocation (STR) for projects in Neighborhood Development Areas to allow the City to use this incentive to make critical upgrades to municipal infrastructure to make private development feasible and desirable in downtown and neighborhood areas. Overlayed with the City’s IZ ordinance, any new development will also be required to include a certain percentage of affordable housing or pay into our Housing Trust Fund.

Reform the Vermont Fire and Burlington Safety Code and related adopted NFPA Life Safety Code and International Building Code to be aligned with international building code to incorporate mass timber standards and allow for taller single-egress buildings. These changes will allow more cost-effective and climate-friendly construction designs.

Climate

Support more state funding for Green Mountain Transit to avoid further cuts in service to Burlington and Chittenden County and to ensure service is in line with community needs and the State’s climate goals.

Implement of thermal policy within Clean Heat Standard and examine recommendations from rate payer protection study to further protect consumers and group net meter study to allow access to renewable energy and credits to people living in multi-unit housing.

Obtain delegated authority for implementing a local pollution prevention program. Currently only the State has authority to administer and regulate federal pre-treatment regulations regarding wastewater treatment. We and the State believe there is benefit to having a local program to support our businesses in moving towards more lake friendly practices without having to "refer" our industries to the State for permitting. Benefits include local knowledge of our system and ability to have permitting fees remain in the City vs. paid to State. DPW has been in close communication with the State on proposed draft language. Given that we would implement this as a "voluntary" program (not required) we don't anticipate that this will be too contentious.

Good Governance and Affordability

Enact health care reform to support employers who face significant rising health care costs and perennial budgeting challenges. The City faces a significant burden with recent insurance premiums increases, which contributes to budget gaps and our ability to provide current city services.

Increase annual bond borrowing limits for the City general obligation capital bond from \$2M to \$10M and allow us to bundle other City departments and divisions who do regular bonding, mainly Water Resources, in our annual bonding effort. We currently bundle for ongoing capital needs with a general obligation capital bond, a Burlington Electric Bond, and a Burlington School District bond. **CHARTER CHANGE**

Allocate more state funding to allow municipalities to conduct more frequent appraisals.

Change local municipal tax system to be more equitable and affordable. The City is beginning to explore what tax structure could be used locally to mimic equitable elements of the state property tax system. This will require a multi-year effort.

- Allow residential tax payers to pay municipal tax based on income level. **FUTURE CHARTER CHANGE**
- Allow property owners with rental properties to receive a property tax rebate for keeping rents below a certain percentage increase year over year to stabilize rents. **FUTURE CHARTER CHANGE**

Explore flexible options for Burlington's TIF districts and/or other financing options to help the City improve needed infrastructure to allow more housing development to occur in the city.

Allow the City to use license plate reader technology to collect parking fees more efficiently, while requiring municipalities to use safeguards to protect personal data and not allow use of data for other purposes.

Support the recommendations on a state school construction aide program.

Equity

Offer funding for programs and supports for at-risk youth; support juvenile justice proposals that help justice-involved youth and protect against disproportionate impacts on youth of color.

Offer more funding for municipalities to fund language access services for communities with high LEP populations.

Create stronger community and mayoral police oversight – The City approved in a special election on November 5th a charter change proposal to create an independent police oversight panel within the Police Commission and which adds a provision clarifying that the Chief of Police's authority is subject to the Mayor's as Chief Executive Officer, in line with other Department Heads. **CHARTER CHANGE**

Protect consumers from inequitable towing fees. Strengthen consumer protections related to the towing and storage of vehicles, with added language indicating that owners of stolen cars be immune from towing fees. Victims of this crime face financial burden upon their vehicle's recovery, mostly due to steep towing fees. The impact of the cost disproportionately impacts community members without resources to pay what can often be a very expensive bill.

Support the establishment of a state Office of New Americans (ONA). Several other states have ONAs to help support immigrant community members through efforts such as improving access to English language programs, streamlining pathways to professional licensing and employment, supporting immigrant entrepreneurs, and offering resources for employers, schools, and communities. Burlington's immigrant population numbers in the thousands, so an ONA in Vermont could benefit a significant portion of our community and the city as a whole.

Resolution Relating to

MARCH 4, 2025 ANNUAL CITY MEETING
PROPOSED CHARTER CHANGE REGARDING
REDISTRICTING BY CITY COUNCIL

RESOLUTION_____

Sponsor(s): Councilor Bergman
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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

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

1 That WHEREAS, the City of Burlington’s charter currently describes City Districts and Wards in
2 explicit enumerated and geographical terms in Article 2 (City Election Areas Defined), Section 2 (Election
3 Boundaries); and

4 WHEREAS, as the charter is currently written, to alter the number or geography of City Districts and
5 Wards a charter change must be enacted, a process consisting, among other procedural steps, of the review,
6 possible further amendment, and confirmation by the Vermont State Legislature; and

7 WHEREAS, this process involving the Vermont State Legislature has the practical effect of slowing the
8 City’s redistricting process at the local level; and

9 WHEREAS, it is the goal of the City to accelerate any redistricting processes, while maintaining fair,
10 equitable, and reasonable processes for redistricting; and

11 WHEREAS, the City aims to achieve this goal by removing the descriptions of the number and
12 geography of City Districts and Wards in Article 2 (City Election Areas Defined), Section 2 (Election
13 Boundaries) and replacing this with a procedure equipping the City to unilaterally preform redistricting without
14 needing further charter changes and involvement by the Vermont State Legislature; and

15 WHEREAS, the charters of other Vermont municipalities, including Montpelier, are written as to not
16 require a charter change to effectuate an alteration to the number or geography of city districts and wards; and

17 WHEREAS, the Charter Change Committee held meetings on the 1st and 30th of October, 2024, to
18 receive public comment, considered the referred proposed charter language, and amended this language; and

19 WHEREAS, on October 30, 2024, the Committee voted to refer the charter change language back to the
20 Council to be placed on the March 4, 2025 ballot;

21 NOW, THEREFORE, BE IT RESOLVED that the City Council approves the amendments to the city
22 charter recommended by the Charter Change Committee and requests the Mayor to place the following question
23 on the ballot of the Annual City Meeting to be held on March 4, 2025 and the City Clerk to set public hearings

on this question in accordance with Charter §303 and 17 V.S.A. §2645, said hearings to be warned for the 15th and 21st of January, 2025, or otherwise as necessary and convenient and in accordance with applicable law:

“Shall the Charter of the City of Burlington, Acts of 1949, No. 298 as amended be further amended to amend Section 2 to Article 2 as follows:

ARTICLE 2. CITY ELECTION AREAS DEFINED

§2. Election boundaries.

~~(a) City districts described. For the annual meeting of 2024 and all City elections thereafter, the City of Burlington is divided into four electoral districts, constituted as follows:~~

~~(1) East District. The East District shall include all that part of said City lying easterly and northerly of the following described boundaries: Beginning at the common boundary between the Cities of Burlington and Winooski in the Winooski River beneath the Central Vermont Railway bridge downstream of the Lower Winooski Falls and Salmon Hole; thence westerly in the centerline of said railroad tracks for 406.6 feet to a point where the centerline of Intervale Road extended northerly intersects said railroad track centerline (approximately 73.2028 longitude, 44.4911 latitude); thence southerly along the extension of the centerline of Intervale Road, crossing Riverside Avenue until the centerline intersects with that of the Archibald Street centerline extended easterly; thence westerly along the Archibald Street centerline until the intersection of the Archibald Street centerline and the North Willard Street centerline; thence southerly along the North Willard Street Centerline until the intersection of the North Willard Street centerline and the Pearl Street Centerline; thence westerly along the Pearl Street centerline until intersecting with the South Winooski Avenue centerline; thence southerly along the South Winooski Avenue centerline until intersecting the Maple Street centerline; thence easterly along the Maple Street centerline for 1573.5 feet to a point where the eastern property boundary of 315 Maple Street extended northerly intersects Maple Street (approximately 73.2064 longitude, 44.4739 latitude); thence southerly along the eastern property boundary of 315 Maple Street for 276.5 feet (approximately 73.2064 longitude, 44.4734 latitude); thence 281.4 feet westerly to a point where the southern property boundary of 315 Maple Street extended westerly intersect with the western boundary of 251 South Willard Street extended northerly (approximately 73.2071 longitude, 44.4733 latitude), thence 723.7 feet 177° southerly to a point where it intersects the southern property boundary of 285 South Willard Street extended westerly (approximately 73.2071 longitude, 44.4719 latitude); thence easterly along the southern boundary of 285 South Willard Street for 696.5 feet until intersecting with the South Willard Street centerline (approximately 73.2051 longitude, 44.472 latitude); thence northerly along the South Willard Street centerline for 220.9 feet (approximately 73.2052 longitude, 44.4724 latitude); thence easterly along the southern property boundary of 262 South Willard Street for 557.6 feet (approximately 73.2037 longitude, 44.4725 latitude); thence northerly along the eastern property boundary of 262 South Willard Street for 89.6 feet to a point where the Juniper Terrace centerline extended westerly intersects the eastern property boundary of 262 South Willard Street (approximately 73.2037 longitude, 44.4726 latitude); thence following the Juniper Terrace centerline easterly until intersecting with the Summit Street centerline (approximately 73.2021 longitude, 44.4727 latitude); thence northerly along the Summit Street centerline until reaching the centerline of Main Street thence following the Main Street centerline easterly 2339.6 feet (approximately 73.1964 longitude,~~

~~44.4753 latitude); thence southwesterly 214° for 136.1 feet (approximately 73.1966 longitude, 44.4751 latitude); thence southeasterly 98.2 feet (approximately 73.1964 longitude, 44.4749 latitude); thence southwesterly by 213° for 770 feet (approximately 73.1975 longitude, 44.4737 latitude); thence southeasterly by 123° for 477.4 feet until intersecting with the University Heights centerline (approximately 73.1964 longitude, 44.4732 latitude); thence southerly along the centerline of University Heights Road 1221.65 feet until intersecting with the PFG Road centerline, thence westerly by 79° until intersecting with the common boundary between the Cities of Burlington and South Burlington.~~

~~(2) Central District. The Central District shall include all that part of the City bounded as follows: On the east, beginning at the common boundary between the City of Burlington and Town of Colchester in the Winooski River at a point intersecting with the centerline of Institute Road extended northeasterly (approximately 73.2147 longitude, 44.5089 latitude); thence southerly along the common boundary between the City of Burlington and Town of Colchester in the Winooski River to a point beneath the Central Vermont Railway bridge downstream of the Lower Winooski Falls and Salmon Hole; thence westerly along the East District northern boundary for 406.6 feet to its intersection with the westerly boundary of the East District; thence southerly along the westerly boundary of the East District to its intersection with the centerline of Archibald Street, then southerly along the East District western boundary to the intersection with the centerline of Pearl Street; thence westerly along the northern boundary of the East District to the intersection with the centerline of South Winooski Avenue; thence southerly along the western boundary of the East District to the centerline of Maple Street; thence westerly along the centerline of Maple Street until its intersection with the centerline of South Champlain street; thence northerly along the South Champlain Street centerline until its intersection with the centerline of King Street; on the south along the centerline of King Street extended westerly to Lake Champlain; on the west by Lake Champlain; on the north, beginning at the intersection of the common property boundary between 87 North Avenue and 9 Lakeview Terrace extended westerly to Lake Champlain (approximately 73.2252 longitude, 44.4832 latitude); thence northeasterly along the extended property boundary between 87 North Avenue and 9 Lakeview Terrace to its intersection with the centerline of the Central Vermont Railway railroad track (approximately 73.2239 longitude, 44.4837 latitude); thence northerly and easterly along the centerline of the Central Vermont Railway railroad track, crossing North Avenue and the Burlington Beltline, to its intersection with the centerline of Spring Street extended northwesterly (approximately 73.2183 longitude, 44.4912 latitude); thence northwesterly along the extension of the centerline of Spring Street to its intersection with the centerline of Institute Road extended northeasterly (approximately 73.2281 longitude, 44.4995 latitude); thence northeasterly along the extension of the centerline of Institute Road extended to its intersection with the common boundary between the City of Burlington and Town of Colchester in the Winooski River (approximately 73.2139 longitude, 44.5077 latitude).~~

~~(3) South District. The South District shall include all that part of the City south of the southern boundaries of the East and Central Districts.~~

~~(4) North District. The North District shall include all that part of the City north of the northern boundary of the Central District.~~

~~(b) Wards described. Each of the City of Burlington's four electoral districts set forth in subsection (a) of this section hereby comprises two wards, each of which is constituted as follows:~~

~~(1) East District—Ward 1 and Ward 8.~~

(A) The East District is divided into two wards by the following boundary: Beginning at the center of the intersection of Brooks Avenue and South Willard Street; thence easterly along the Brooks Avenue centerline until intersecting with the centerline of North Prospect Street; thence southerly along the centerline of North Prospect Street to the intersection of the centerline of Colchester Avenue to the intersection of the centerline of Mary Fletcher Drive; thence southerly along the centerline of Mary Fletcher Drive for 331.58 feet (approximately 73.196 longitude, 44.4802 latitude); thence southerly along the western side and easterly along the southern side of the UVM Medical Center building for 1854.5 feet until a point at the center of the intersection of Beaumont Avenue and Mary Fletcher Drive (approximately 73.1932 longitude, 44.4788 latitude); thence south along the Beaumont Avenue centerline to the intersection of Carrigan Drive; thence following Carrigan Drive westerly for 199.1 feet (approximately 73.1932 longitude, 55.5756 latitude); thence travelling southwest for 821.3 feet along the UVM service road on the eastern border of the southeastern wing of the UVM Jeffords Hall until a point at the intersection of the service road and the centerline of University Heights extended northeasterly (approximately 73.1947 longitude, 44.4751 latitude); thence southwest along the centerline of University Heights 977.3 feet (approximately 73.1962 longitude, 44.4735 latitude); thence continuing southeasterly along the centerline of the driveway bounding the western side of the UVM Living/Learning Commons for 404.3 feet (approximately 73.1952 longitude, 44.4731 latitude); thence continuing south along the eastern side of UVM's University Heights dorms until intersecting with PFG Road; thence continuing easterly along the western extension of the PFG Road centerline for 601.2 feet until intersecting with the common boundary between the Cities of Burlington and South Burlington.

(B) Ward 1 lies to the north and east of the boundary described in subdivision (A) of this subdivision (1), and Ward 8 lies to the south and west.

(2) Central District—Ward 2 and Ward 3.

(A) The Central District is divided into two wards by the following boundary: Beginning at the intersection of the common property boundary between 85 North Avenue and 9 Lakeview Terrace extended westerly to Lake Champlain (approximately 73.2252 longitude, 44.4832 latitude); thence northeasterly along the extended property boundary between 87 North Avenue and 9 Lakeview Terrace to its intersection with the centerline of the Central Vermont Railway railroad track (approximately 73.224 longitude, 44.4837 latitude); thence southeasterly along the centerline of the Central Vermont Railway railroad track to a point intersecting with the northwestern property boundary of 300 Lake Street extended southwest (approximately 73.2234 longitude, 44.4832 latitude); thence northeasterly to a point at the intersection of the northwestern property boundary of 300 Lake Street extended northeasterly with the centerline of Depot Street (approximately 73.2223 longitude, 44.4837 latitude); thence northerly along the centerline of Depot Street to the intersection with the centerline of Lakeview Terrace; thence easterly along the centerline of Lakeview Terrace extended westerly until intersecting with the centerline of North Avenue; thence northerly along the centerline of North Avenue to its intersection with the centerline of North Street; thence easterly along the centerline of North Street until intersecting with the North Union Street centerline; thence southerly following the North Union Street centerline until intersecting with the Loomis Street centerline; thence easterly along the Loomis Street centerline to the intersection of the centerlines of Loomis Street and South Willard Avenue.

~~(B) Ward 2 lies to the north of the boundary described in subdivision (A) of this subdivision (2), and Ward 3 lies to the south.~~

~~(3) South District—Ward 5 and Ward 6.~~

~~(A) The South District is divided into two wards by the following boundary: Beginning at the intersection of the centerlines of Maple Street and Church Street; thence southerly along the centerline of Church Street to the intersection with the centerline of Adams Street; thence westerly along the centerline of Adams Street to the intersection with the centerline of Saint Paul Street; thence southerly along the Saint Paul Street centerline to its intersection with the centerline of Shelburne Street; thence southerly along the centerline of Shelburne Street to its intersection with the centerline of Flynn Avenue; thence easterly along the centerline of Flynn Avenue extended easterly to the common boundary between the Cities of Burlington and South Burlington.~~

~~(B) Ward 5 lies to the west of the boundary described in subdivision (A) of this subdivision (3), and Ward 6 lies to the east.~~

~~(4) North District—Ward 4 and Ward 7.~~

~~(A) The North District is divided into two wards by the following boundary: Beginning at the centerline of Institute Road extended southwest to Lake Champlain; thence northeasterly to the intersection of Institute Road with the centerline of North Avenue; thence northerly along the centerline of North Avenue to its intersection with the centerline of Fairfield Drive; thence westerly along the centerline of Fairfield Drive to its intersection with the western property boundary of 39 Westward Drive extended southerly (approximately 73.2685 longitude, 44.5257 latitude); thence northerly along the western property boundary of 39 Westward Drive, until intersecting with the centerline of Westward Drive; thence southwest along the centerline of Westward Drive to the intersection with the Northshore Drive centerline; thence northerly along the Northshore Drive centerline until intersecting with the Clair Pointe Road centerline (point); thence westerly along the southern property boundary of the Claire Pointe condominium development (approximately 73.2686 longitude, 44.5286 latitude), and then extended to Lake Champlain.~~

~~(B) Ward 4 lies to the west of the boundary described in subdivision (A) of this subdivision (4), and Ward 7 lies to the east.~~

~~(5) Ward map reference. Reference is also made to a map entitled “Ward Redistricting, 8 Wards—4 Districts, 12 Councilors, Approved Map (December 2 V1.3), Map Date: December 8, 2022” located in the Burlington Chief Administrative Officer’s office in further aid of the description of the wards set forth in this subsection.~~

The election area boundaries established in 2023 pursuant to Act M-7 shall remain in effect until changed by the City Council which is hereby authorized to make changes from time to time to the boundaries of the election areas in order to provide an equal division of population among them in accordance with data produced by the U.S. Census Bureau. Election areas changes shall not be made more frequently than once in five years. Such

201 changes shall be approved by the voters at an annual or special meeting of the City and shall become effective
202 immediately upon approval unless a later date is established therein.

203

204 * Material underlined added.

205 ** Material stricken out deleted.

206

207 EK/KS/Resolutions 2024/March 4, 2025, Annual City Meeting Proposed Charter Change Regarding Redistricting by City Council
208 November 14, 2024

Resolution Relating to

**MARCH 4, 2025 ANNUAL CITY MEETING
PROPOSED CHARTER CHANGE REGARDING
REDISTRICTING BY CITY COUNCIL**

RESOLUTION 8.6

Sponsor(s): Councilor Bergman

Introduced: 11/18/24

Referred to: _____

Action: adopted

Date: 11/18/24

Signed by Mayor: 11/19/24

CITY OF BURLINGTON

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

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

1 That WHEREAS, the City of Burlington's charter currently describes City Districts and Wards in
2 explicit enumerated and geographical terms in Article 2 (City Election Areas Defined), Section 2 (Election
3 Boundaries); and

4 WHEREAS, as the charter is currently written, to alter the number or geography of City Districts and
5 Wards a charter change must be enacted, a process consisting, among other procedural steps, of the review,
6 possible further amendment, and confirmation by the Vermont State Legislature; and

7 WHEREAS, this process involving the Vermont State Legislature has the practical effect of slowing the
8 City's redistricting process at the local level; and

9 WHEREAS, it is the goal of the City to accelerate any redistricting processes, while maintaining fair,
10 equitable, and reasonable processes for redistricting; and

11 WHEREAS, the City aims to achieve this goal by removing the descriptions of the number and
12 geography of City Districts and Wards in Article 2 (City Election Areas Defined), Section 2 (Election
13 Boundaries) and replacing this with a procedure equipping the City to unilaterally preform redistricting without
14 needing further charter changes and involvement by the Vermont State Legislature; and

15 WHEREAS, the charters of other Vermont municipalities, including Montpelier, are written as to not
16 require a charter change to effectuate an alteration to the number or geography of city districts and wards; and

17 WHEREAS, the Charter Change Committee held meetings on the 1st and 30th of October, 2024, to
18 receive public comment, considered the referred proposed charter language, and amended this language; and

19 WHEREAS, on October 30, 2024, the Committee voted to refer the charter change language back to the
20 Council to be placed on the March 4, 2025 ballot;

21 NOW, THEREFORE, BE IT RESOLVED that the City Council approves the amendments to the city
22 charter recommended by the Charter Change Committee and requests the Mayor to place the following question
23 on the ballot of the Annual City Meeting to be held on March 4, 2025 and the City Clerk to set public hearings

* * * * *

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RESOLUTION RELATING TO

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Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

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on this question in accordance with Charter §303 and 17 V.S.A. §2645, said hearings to be warned for the 15th and 21st of January, 2025, or otherwise as necessary and convenient and in accordance with applicable law:

"Shall the Charter of the City of Burlington, Acts of 1949, No. 298 as amended be further amended to amend Section 2 to Article 2 as follows:

ARTICLE 2. CITY ELECTION AREAS DEFINED

§2. Election boundaries.

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Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

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(2) Central District. The Central District shall include all that part of the City bounded as follows: On the east, beginning at the common boundary between the City of Burlington and Town of Colchester in the Winooski River at a point intersecting with the centerline of Institute Road extended northeasterly (approximately 73.2147 longitude, 44.5089 latitude); thence southerly along the common boundary between the City of Burlington and Town of Colchester in the Winooski River to a point beneath the Central Vermont Railway bridge downstream of the Lower Winooski Falls and Salmon Hole; thence westerly along the East District northern boundary for 406.6 feet to its intersection with the westerly boundary of the East District; thence southerly along the westerly boundary of the East District to its intersection with the centerline of Archibald Street, then southerly along the East District western boundary to the intersection with the centerline of Pearl Street; thence westerly along the northern boundary of the East District to the intersection with the centerline of South Winooski Avenue; thence southerly along the western boundary of the East District to the centerline of Maple Street; thence westerly along the centerline of Maple Street until its intersection with the centerline of South Champlain street; thence northerly along the South Champlain Street centerline until its intersection with the centerline of King Street; on the south along the centerline of King Street extended westerly to Lake Champlain; on the west by Lake Champlain; on the north, beginning at the intersection of the common property boundary between 87 North Avenue and 9 Lakeview Terrace extended westerly to Lake Champlain (approximately 73.2252 longitude, 44.4832 latitude); thence northeasterly along the extended property boundary between 87 North Avenue and 9 Lakeview Terrace to its intersection with the centerline of the Central Vermont Railway railroad track (approximately 73.2239 longitude, 44.4837 latitude); thence northerly and easterly along the centerline of the Central Vermont Railway railroad track, crossing North Avenue and the Burlington Beltline, to its intersection with the centerline of Spring Street extended northwesterly (approximately 73.2183 longitude, 44.4912 latitude); thence northwesterly along the extension of the centerline of Spring Street to its intersection with the centerline of Institute Road extended northeasterly (approximately 73.2281 longitude, 44.4995 latitude); thence northeasterly along the extension of the centerline of Institute Road extended to its intersection with the common boundary between the City of Burlington and Town of Colchester in the Winooski River (approximately 73.2139 longitude, 44.5077 latitude).

(3) South District. The South District shall include all that part of the City south of the southern boundaries of the East and Central Districts.

(4) North District. The North District shall include all that part of the City north of the northern boundary of the Central District.

(b) Wards described. Each of the City of Burlington's four electoral districts set forth in subsection (a) of this section hereby comprises two wards, each of which is constituted as follows:

(1) East District—Ward 1 and Ward 8.

* * * * *

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Adopted by the City Council

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Approved....., 20.....

..... Mayor

Vol. Page

* * * * *

(A) The East District is divided into two wards by the following boundary: Beginning at the center of the intersection of Brooks Avenue and South Willard Street; thence easterly along the Brooks Avenue centerline until intersecting with the centerline of North Prospect Street; thence southerly along the centerline of North Prospect Street to the intersection of the centerline of Colchester Avenue to the intersection of the centerline of Mary Fletcher Drive; thence southerly along the centerline of Mary Fletcher Drive for 331.58 feet (approximately 73.196 longitude, 44.4802 latitude); thence southerly along the western side and easterly along the southern side of the UVM Medical Center building for 1854.5 feet until a point at the center of the intersection of Beaumont Avenue and Mary Fletcher Drive (approximately 73.1932 longitude, 44.4788 latitude); thence south along the Beaumont Avenue centerline to the intersection of Carrigan Drive; thence following Carrigan Drive westerly for 199.1 feet (approximately 73.1932 longitude, 55.5756 latitude); thence travelling southwest for 821.3 feet along the UVM service road on the eastern border of the southeastern wing of the UVM Jeffords Hall until a point at the intersection of the service road and the centerline of University Heights extended northeasterly (approximately 73.1947 longitude, 44.4751 latitude); thence southwest along the centerline of University Heights 977.3 feet (approximately 73.1962 longitude, 44.4735 latitude); thence continuing southeasterly along the centerline of the driveway bounding the western side of the UVM Living/Learning Commons for 404.3 feet (approximately 73.1952 longitude, 44.4731 latitude); thence continuing south along the eastern side of UVM's University Heights dorms until intersecting with PFG Road; thence continuing easterly along the western extension of the PFG Road centerline for 601.2 feet until intersecting with the common boundary between the Cities of Burlington and South Burlington.

(B) Ward 1 lies to the north and east of the boundary described in subdivision (A) of this subdivision (1), and Ward 8 lies to the south and west.

~~(2) Central District—Ward 2 and Ward 3.~~

(A) The Central District is divided into two wards by the following boundary: Beginning at the intersection of the common property boundary between 85 North Avenue and 9 Lakeview Terrace extended westerly to Lake Champlain (approximately 73.2252 longitude, 44.4832 latitude); thence northeasterly along the extended property boundary between 87 North Avenue and 9 Lakeview Terrace to its intersection with the centerline of the Central Vermont Railway railroad track (approximately 73.224 longitude, 44.4837 latitude); thence southeasterly along the centerline of the Central Vermont Railway railroad track to a point intersecting with the northwestern property boundary of 300 Lake Street extended southwest (approximately 73.2234 longitude, 44.4832 latitude); thence northeasterly to a point at the intersection of the northwestern property boundary of 300 Lake Street extended northeasterly with the centerline of Depot Street (approximately 73.2223 longitude, 44.4837 latitude); thence northerly along the centerline of Depot Street to the intersection with the centerline of Lakeview Terrace; thence easterly along the centerline of Lakeview Terrace extended westerly until intersecting with the centerline of North Avenue; thence northerly along the centerline of North Avenue to its intersection with the centerline of North Street; thence easterly along the centerline of North Street until intersecting with the North Union Street centerline; thence southerly following the North Union Street centerline until intersecting with the Loomis Street centerline; thence easterly along the Loomis Street centerline to the intersection of the centerlines of Loomis Street and South Willard Avenue.

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

Attest:

* * * * *

(B) Ward 2 lies to the north of the boundary described in subdivision (A) of this subdivision (2), and Ward 3 lies to the south.

(3) South District — Ward 5 and Ward 6.

(A) The South District is divided into two wards by the following boundary: Beginning at the intersection of the centerlines of Maple Street and Church Street; thence southerly along the centerline of Church Street to the intersection with the centerline of Adams Street; thence westerly along the centerline of Adams Street to the intersection with the centerline of Saint Paul Street; thence southerly along the Saint Paul Street centerline to its intersection with the centerline of Shelburne Street; thence southerly along the centerline of Shelburne Street to its intersection with the centerline of Flynn Avenue; thence easterly along the centerline of Flynn Avenue extended easterly to the common boundary between the Cities of Burlington and South Burlington.

(B) Ward 5 lies to the west of the boundary described in subdivision (A) of this subdivision (3), and Ward 6 lies to the east.

(4) North District — Ward 4 and Ward 7.

(A) The North District is divided into two wards by the following boundary: Beginning at the centerline of Institute Road extended southwesterly to Lake Champlain; thence northeasterly to the intersection of Institute Road with the centerline of North Avenue; thence northerly along the centerline of North Avenue to its intersection with the centerline of Fairfield Drive; thence westerly along the centerline of Fairfield Drive to its intersection with the western property boundary of 39 Westward Drive extended southerly (approximately 73.2685 longitude, 44.5257 latitude); thence northerly along the western property boundary of 39 Westward Drive, until intersecting with the centerline of Westward Drive; thence southwesterly along the centerline of Westward Drive to the intersection with the Northshore Drive centerline; thence northerly along the Northshore Drive centerline until intersecting with the Clair Pointe Road centerline (point); thence westerly along the southern property boundary of the Clair Pointe condominium development (approximately 73.2686 longitude, 44.5286 latitude), and then extended to Lake Champlain.

(B) Ward 4 lies to the west of the boundary described in subdivision (A) of this subdivision (4), and Ward 7 lies to the east.

(5) Ward map reference. Reference is also made to a map entitled “Ward Redistricting, 8 Wards — 4 Districts, 12 Councilors, Approved Map (December 2 V1.3), Map Date: December 8, 2022” located in the Burlington Chief Administrative Officer’s office in further aid of the description of the wards set forth in this subsection.

The election area boundaries established in 2023 pursuant to Act M-7 shall remain in effect until changed by the City Council which is hereby authorized to make changes from time to time to the boundaries of the election areas in order to provide an equal division of population among them in accordance with data produced by the U.S. Census Bureau. Election areas changes shall not be made more frequently than once in five years. Such

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

* * * * *

201 changes shall be approved by the voters at an annual or special meeting of the City and shall become effective
202 immediately upon approval unless a later date is established therein.

203

204 * Material underlined added.

205 ** Material stricken out deleted.

206

207 EK/KS/Resolutions 2024/March 4, 2025, Annual City Meeting Proposed Charter Change Regarding Redistricting by City Council
208 November 14, 2024

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

March 4, 2025 Annual City Meeting Proposed Charter Change Regarding Redistricting
By City Council

Adopted by the City Council

November 18, 2024

[Signature] Clerk

Approved Nov 19, 2024

[Signature] Mayor

Attest:

Vol. _____ Page _____

* * * * *

CITY OF BURLINGTON

ORDINANCE _____

Sponsor: Ordinance Committee

Public Hearing Dates: _____

First reading: _____

Referred to: _____

Rules suspended and placed in all stages of passage: _____

Second reading: _____

Action: _____

Date: _____

Signed by Mayor: _____

Published: _____

Effective: _____

In the Year Two Thousand Twenty-Four

An Ordinance in Relation to

CHAPTER 18 HOUSING ARTICLE V. REGULATION OF
CONVERSION OF RENTAL HOUSING TO CONDOMINIUMS
OR COOPERATIVES

It is hereby Ordained by the City Council of the City of Burlington as follows:

1 That Chapter 18, Article V, of the Code of Ordinances of the City of Burlington be and hereby is amended
2 by amending Section 18-300, Statement of purpose; 18-303, Definitions; 18-304, Notice to tenants; deleting
3 Section 18-306, Application fee; and Section 18-307, Condominium conversion fee, thereof to read as
4 follows:

5

18-300 Statement of purpose.

7 The intent and purpose of this article is as follows:

8 (1) To support a balance of the retention of home ownership and rental housing in the city;

9 (2) To prevent large scale displacement of low-and moderate-income persons;

10 (3) To mitigate the impact on tenants displaced or threatened by displacement by the conversion of
11 rental housing to condominiums or cooperatives;

12 (4) To mitigate the impact of such displacement on the city's housing market;

13 (5) To provide opportunities for tenants and/or public entities to purchase rental housing in order to
14 maintain perpetual affordability of that housing;

15 (6) To provide broad opportunities for persons to rent or own housing that will be perpetually
16 affordable;

17 (7) To provide more opportunities for stabilizing housing costs through entry level home ownership;

~~(7) To provide funds to replace low and moderate income housing lost through conversion of rental housing to condominiums and cooperatives;~~

(8) To promote the rehabilitation and construction of housing for low-and moderate-income persons;

(9) To follow recommendations of the Burlington Affordable Housing Task Force regarding the problems created by the conversion of rental housing to condominiums or cooperatives; and

(10) To expand on existing Vermont law related to conversions to address specific concerns of the city and its citizens and provide special benefits to existing tenants, especially elderly and disabled people.

18-301 Authority and applicability.

This article is enacted under the specific authority granted to Vermont towns and cities by 24 V.S.A. § 2293 and is applicable to the conversion of rental housing in the City of Burlington.

18-302 Exemptions.

(a) This article shall not be applicable to single-family homes and duplexes.

(b) This article shall not be applicable to properties that meet all of the following requirements:

(1) land tract with ten (10) or fewer housing units;

(2) a deed restriction making at least twenty-five (25) per cent of the housing units affordable to low income tenant households; and

(3) located in United States Census Bureau tract that contains less than fifty (50) per cent home ownership.

(c) This article shall not be applicable to short term rentals.

18-303 Definitions.

The following definitions shall apply in the interpretation and enforcement of this article:

Application fee means a fee of ~~twenty-five~~two hundred fifty dollars (\$250.00) per residential rental unit proposed to be converted to a condominium or cooperative. The application fee shall be paid to the city, and the proceeds from this fee shall be used by the city for the specific purpose of administering this article. The

amount paid as the application fee shall be deductible from the amount due as the impact fee if the conversion actually takes place.

Certified tenant organization means a bona fide association of resident tenants of a rental property, as certified by the community and economic development office. To receive such certification, the tenant organization of a property having three (3) to ten (10) rental units must represent at least fifty (50) per cent of the units occupied by tenants who have lived in their unit for more than ninety (90) days; the tenant organization of a property having more than ten (10) units must represent at least thirty (30) per cent of the units occupied by tenants who have lived in their unit for more than ninety (90) days.

~~*Condominium conversion fee* means a four (4) per cent fee on the actual sale price of residential units converted from rental housing to condominium or cooperative ownership. The condominium conversion fee is due at the time of property transfer of each individual residential unit prior to the recording of the deed or the proprietary lease for the transfer with the city clerk. The condominium conversion fee applies only at the time of the original conversion of the residential unit to a condominium or cooperative and not to any subsequent sale or transfer of the condominium or cooperative unit.~~

Conversion means a change in character of residential real property from a rental to an ownership basis. A condominium, stock cooperative or similar arrangement shall be deemed such a change in character of ownership.

Designated housing agency means a public entity or a 501 (c)(3) tax-exempt, nonprofit corporation whose purpose is creating or preserving housing for low-and moderate-income persons. The city's designated housing agency or agencies shall be designated by the city council.

Disabled tenant means a tenant who has a physical or mental impairment which restricts one or more major life activities, including functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning or working.

Elderly tenant means a tenant who is sixty-two (62) years of age or older or the surviving spouse of such a tenant who is at least fifty (50) years of age.

67 *Low-income tenant household* means a household having an income not exceeding eighty (80) per cent of
68 median income for area of residence as set forth in regulations promulgated from time-to-time by the United
69 States Department of Housing and Urban Development pursuant to 42 U.S.C. section 1437 et seq.

70 *Moderate-income tenant household* means a household having an income not exceeding one hundred ten
71 (110) per cent of median income for area of residence as set forth in regulations promulgated from time-to-
72 time by the United States Department of Housing and Urban Development pursuant to 42 U.S.C. section
73 1437 et seq.

74 *Notice to tenants* means the written notice to vacate or purchase a residential unit that a landlord is required
75 to send by certified and regular mail to the current tenants of any rental property that is slated for conversion.

76 **18-304 Notice to tenants.**

77 (a) When an owner of rental housing decides to convert that housing to condominium or cooperative
78 ownership, the owner shall give to each tenant the following minimum written notice to vacate or purchase
79 the unit: ~~Four~~Two (42) years to elderly, ~~and~~ disabled, and moderate-and low-income tenants; ~~onetwo~~ (21)
80 years to all other tenants. The burden shall be on the tenant to prove that he or she qualifies as meeting the
81 definition of "elderly" or "disabled" as defined in this article.

82 (b) The notice shall state that the rental housing is to be converted to condominium or cooperative
83 ownership. It shall set forth generally the rights of tenants and certified tenant organizations under this article
84 and the Vermont statute related to conversions (27 V.S.A. section 1331 et seq.). The notice shall be given by
85 certified mail, return receipt requested, at the address of the housing unit or any other mailing address
86 provided by the tenant. A copy of the notice shall also be sent by regular mail to the address of the housing
87 unit or any other mailing address provided by the tenant. Failure to give notice as required by this article and
88 the Vermont statute is a defense to an action for possession.

89 (c) During the notice period, a tenancy ~~may not be required to vacate~~terminated except for a reason
90 specified in subsection (a) or (b) of Section 4467 of Title 9 of Vermont Statutes Annotated (termination for
91 nonpayment of rent and termination for breach of rental agreement).

(d) During the notice period, rent increases shall be limited to an amount which reflects reasonable profits, actual increased costs of maintenance and operation of the housing unit subject to conversion. Costs associated with the proposed conversion are not a permissible basis for a rent increase.

(e) After receipt of the notice, prescribed in paragraph (a) above, a tenant may terminate the rental agreement upon thirty (30) days' written notice to the owner.

(f) Nothing in this section permits termination of a written lease by an owner in violation of its terms.

(g) The notice requirements imposed by this article shall not affect the right of an owner to transfer ownership interests in housing units which are not subject to those requirements or as to which the notice period has expired.

(h) The notice period shall end ~~four~~two (24) years after the receipt of the written notice for elderly, disabled, and moderate-and low-income tenants, or ~~two~~one (21) years after the receipt of the notice for all other tenants, or when the existing lease ends, whichever is later. Once the notice period, or lease if applicable, has ended, no other notice is required to continue the conversion process.

18-305 Right of tenant organizations, public entities, nonprofit corporations, and individual tenants to purchase.

(a) A certified tenant organization or the City of Burlington or the city's designated housing agency shall have the first right to purchase any rental housing that is proposed to be converted to condominium or cooperative ownership.

(b) This first right to purchase in a certified tenant organization, the city or its designee goes into effect at the time the first notice to tenants required by this article is issued by the owner. A copy of all such notices shall be sent to the certified tenant organization, the city and the city's designated housing agency or agencies. This first right to purchase shall be a prior right to the right of an individual tenant to purchase his or her individual unit described in paragraph (i) below.

(c) At the request of the certified tenant organization, the city or the city's designated housing agency, the owner shall provide within seven (7) working days of the request the following materials:

(1) A copy of any bona fide contract for sale which already exists between the owner and a third party;

(2) A rent schedule for the housing units;

(3) Operating expenses and income for the property for the previous two (2) years;

(4) List of capital expenditures for the previous five (5) years;

(5) Floor plans of the housing units and any common areas, [if available](#); and

(6) A list of any outstanding mortgages or liens against the property.

(d) The parties which have a first right to purchase the property have ~~ninety-one hundred twenty~~ (9120) days to sign a purchase and sale agreement with the owner, contingent upon the prospective buyer's ability to obtain financing. If the owner has not provided the information listed in paragraph (c) above to the certified tenant organization, the city or the city's designated housing agency within the specified seven (7) working days, each day's delay shall be added to this ninety-day period. The city or its designated housing agency may enter into such an agreement if and only if a certified tenant organization does not choose to do so.

(e) The sale price of the property shall be set either by a bona fide contract of sale which already exists with a third party at the time of the notice to tenants or by an appraisal process which has both the owner and prospective buyer commissioning an independent appraisal and a third appraiser reviewing the two (2) appraisals if the two (2) parties cannot agree on a price or the two (2) original appraisals are more than ten (10) per cent apart.

(f) As part of a purchase and sale agreement, an owner may require a deposit of earnest money by the certified tenant organization, the city or its designated housing agency. The owner shall not require an earnest money deposit which is more than five (5) per cent of the total purchase price, nor can the owner require this deposit to be nonrefundable.

(g) After signing the purchase and sale agreement, the prospective buyer shall have an additional one hundred eighty (180) days to obtain financing and to settle.

(h) If the first right to purchase the rental housing is not exercised by the certified tenant organization, the city or the city's designated housing agency, the owner is free to proceed with the conversion of the property

to condominium or cooperative ownership subject to the provisions of this article, the city's zoning ordinance and Vermont statutes.

(i) After the time period for the certified tenant organization, the city or the city's designated housing agency to exercise its first right to purchase expires, individual tenants in housing units proposed to be converted to condominiums or cooperatives shall have the ninety-day exclusive right to purchase their individual unit, the right to be offered and to accept comparable housing, and the right to receive relocation costs as provided in 27 V.S.A. sections 1334, 1335 and 1336. The additional protections offered to tenants by 27 V.S.A. sections 1337, 1338 and 1339 are also specifically protected by this article.

18-306 Application fee.

(a) An application fee of ~~twenty five two hundred and fifty~~ dollars (\$250.00) per rental unit proposed to be converted by an owner to condominium or cooperative ownership shall be payable to the city at the time the original notices to tenants are issued by the owner. The amount of the application fee may be adjusted as necessary by the city council.

(b) This fee is for the specific purpose of covering the cost of administering this article by the city.

~~(c) The application fee shall be nonrefundable, but shall be deductible from any impact fee which shall be due if the conversion takes place.~~

~~(Ord. of 3-30-87)~~

~~**18-307 Condominium conversion fee.**~~

~~(a) If a conversion of rental housing to condominium or cooperative ownership occurs, the seller of the units shall pay to the city a condominium conversion fee of four (4) per cent of the actual purchase price of each unit, assuming this purchase price is based upon the fair market value of the unit as determined by a certified appraiser. There shall be no reduction in this fee for closing or rehabilitation costs.~~

~~(b) The condominium conversion fee shall be paid prior to the recording of the deeds or proprietary leases for the transfer of the housing units.~~

~~(c) Prior to the recording of the deeds or proprietary leases for any transfer of the housing units, the seller shall provide documentation to the city that the notice requirements have been met, and that the first right of purchase processes set out in this article have been followed.~~

~~(d) The city shall certify that the article has been complied with and that the condominium conversion fee has been received prior to the recording of the deed or proprietary lease for the transfer of the property.~~

~~(e) The condominium conversion fee applies to the conversion from rental housing to condominium or cooperative ownership only and not to any subsequent sale(s) of the condominium or cooperative unit.~~

~~(f) The proceeds from the condominium conversion fee shall be paid into a trust fund established by the city council for the promotion, retention and creation of low and moderate income housing in the city and for the accomplishment of the goals set out in the statement of purpose of this article.~~

~~(g) The condominium conversion fee provision shall not apply to the acquisition of and conversion to condominium or cooperative ownership of rental housing by the certified tenant association, the city or the city's designated housing agency. Also, the condominium conversion fee provision shall not apply to sales of individual condominium or cooperative units to the tenant who resided in such unit at the time that the notice required by section 18-304(a) was given.~~

18-3068 Circumventing of this article.

An owner shall not attempt to circumvent the provisions of this article; nor shall any person willfully cause a tenant to vacate a dwelling unit or to be evicted from the unit without good cause in contemplation of conversion before the issuance of the notice prescribed in section 18-304(a).

18-3079 Penalty; civil remedies.

(a) It is hereby declared that any person who is found guilty of violating any provision of this article shall be deemed to have committed a civil ordinance violation which shall be punishable by a fine of not less than two hundred (\$200.00) dollars and not more than five hundred (\$500.00) dollars, and such violation shall be abated as a nuisance. Each day of such violation shall constitute a separate offense.

(b) In addition, any person who is injured as a result of a violation of this article may seek to recover damages and other just relief as contemplated by Section 54 of the Charter of the City of Burlington. Also, the City of Burlington may bring an action for equitable relief in the Chittenden Superior Court to restrain

actual or threatened violations of this article as contemplated by Section 49 of the Charter of the City of Burlington.

18-30810 Severability.

The provisions of this article shall be regarded as severable and should any portion thereof be held invalid, such invalidity shall not affect any other portion of such article.

18-30911 Additional regulations to administer this article.

The city council shall have the authority to promulgate additional regulations if necessary to administer the provisions of this article.

18-3102 Relocation costs and options.

(a) The owner shall pay ~~a the actual documented~~ cost of relocation ~~, not to exceed stipend of one two~~ thousand dollars (\$~~21~~,000.00), to any tenant entitled to receive notice under section 18-304 who does not purchase the unit which he or she occupies or another unit in the same building or buildings.

(b) Relocation costs shall be payable within ten days after the date the tenant vacates the unit; provided, however, that no tenant is eligible for relocation costs unless:

(1) all rent due and payable has been paid by the tenant prior to the date on which the unit is vacated;
and

(2) the tenant has voluntarily vacated the unit on or before the expiration of half the applicable notice period.

18-3131—18-399 Reserved.

* Material stricken out deleted.

** Material underlined added.

1. **On line 8, restore the existing provision changed by the 2-1 committee majority by deleting the additions and unstriking out the deletions, to read as follows:**

8 (1) To support a ~~balance of the retention of home ownership and~~ rental housing in the city;

2. **On lines 18-19, restore the existing purpose of (7) deleted by the 2-1 committee majority by making it a new purpose (8) and renumbering the subsequent purposes and lines accordingly, to read as follows:**

18 ~~(8) To provide funds to replace low-and moderate-income housing lost through conversion of rental~~
19 ~~housing to condominiums and cooperatives;~~

3. **Move provision (1) approved 2-1 by the committee to the end of the purpose section, creating a new purpose numbered (12) to read as follows, with the necessary renumbering of the lines:**

~~(12) To support a balance of home ownership and rental housing in the city;~~

4. ADJUST THE SUBSEQUENT LINE NUMBERS

5. Restore (undelete) the definition of condominium conversion fee in its entirety; it was deleted by the committee 2-1, and is found on lines 50-56, to read as follows:

50 Condominium conversion fee means a four (4) per cent fee on the actual sale price of residential units

51 converted from rental housing to condominium or cooperative ownership. The condominium conversion fee

52 is due at the time of property transfer of each individual residential unit prior to the recording of the deed or

53 the proprietary lease for the transfer with the city clerk. The condominium conversion fee applies only at the

54 time of the original conversion of the residential unit to a condominium or cooperative and not to any

55 subsequent sale or transfer of the condominium or cooperative unit.

ADJUST SUBSEQUENT LINE NUMBERS AS NEEDED

6. Restore (undelete) the deleted section 18-307, Condominium conversion fee, in its entirety, to read as follows:

160 18-307 Condominium conversion fee.

161 (a) If a conversion of rental housing to condominium or cooperative ownership occurs, the seller of the

162 units shall pay to the city a condominium conversion fee of four (4) per cent of the actual purchase price of

163 each unit, assuming this purchase price is based upon the fair market value of the unit as determined by a

164 certified appraiser. There shall be no reduction in this fee for closing or rehabilitation costs.

165 (b) The condominium conversion fee shall be paid prior to the recording of the deeds or proprietary leases

166 for the transfer of the housing units

167 (c) Prior to the recording of the deeds or proprietary leases for any transfer of the housing units, the seller

168 shall provide documentation to the city that the notice requirements have been met, and that the first right of

169 purchase processes set out in this article have been followed.

170 (d) The city shall certify that the article has been complied with and that the condominium conversion fee

171 has been received prior to the recording of the deed or proprietary lease for the transfer of the property.

172 (e) The condominium conversion fee applies to the conversion from rental housing to condominium or

173 cooperative ownership only and not to any subsequent sale(s) of the condominium or cooperative unit.

174 (f) The proceeds from the condominium conversion fee shall be paid into a trust fund established by the

175 city council for the promotion, retention and creation of low-and moderate-income housing in the city and

176 for the accomplishment of the goals set out in the statement of purpose of this article.

177 (g) The condominium conversion fee provision shall not apply to the acquisition of and conversion to

178 condominium or cooperative ownership of rental housing by the certified tenant association, the city or the

179 city's designated housing agency. Also, the condominium conversion fee provision shall not apply to sales of

180 individual condominium or cooperative units to the tenant who resided in such unit at the time that the notice

181 required by section 18-304(a) was given.

Amendment for uniform written notice period for all tenants.

Replace lines 77 to 80 so that it reads

- (a) When an owner of rental housing decides to convert that housing to condominium or cooperative ownership, the owner shall give each tenant two (2) years minimum written notice to vacate or purchase the unit.

Delete:

~~Four (4 2) years to elderly, and disabled, and moderate-and low-income tenants; one two (2 1)~~
years to all other tenants.

CITY OF BURLINGTON

In the Year Two Thousand Twenty-Four

An Ordinance in Relation to

CDO—EMERGENCY SHELTERS
ZA-24-03

ORDINANCE _____

Sponsors: Ordinance Committee
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: _____

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 deleting Section 5.4.13 Emergency Shelters, and amending Section 13.1.2 Definitions, 14.3.4-H-Use Type FD6, 14.3.5-Use Types FD5, and Appendix A Use Table—All Zoning Districts, thereof to read as follows:

Sec. 5.4.13 Emergency Shelters

~~Emergency shelters shall be subject to the site and design review standards in Art 6.~~

~~In addition to conditional use standards where applicable, proposals for all new emergency shelters shall comply with the following requirements:~~

- ~~(a) All dimensional standards for the underlying zoning per the requirements of Art. 4 shall be applicable;~~
- ~~(b) Density within the residential zones shall be per the residential density standards of Article 4. For the purposes of density calculation for emergency shelters, every four (4) beds shall count as one (1) dwelling unit;~~
- ~~(c) Density within the neighborhood mixed use zones shall be limited to fifty (50) beds, and there is no density limit in the FD5 and FD6 zones;~~
- ~~(d) Overnight stays by any individual are limited to 180 consecutive days. An extension of up to 60 days may be provided if no alternative housing is available;~~
- ~~(e) There shall be onsite management by qualified adults during all hours of operation with at least 1 management person for every 25 beds; and,~~
- ~~(f) An emergency shelter may be the primary use of a property, or it may be accessory to another primary use on a property.~~

Sec. 13.1.2 Definitions

~~Emergency Shelter: Overnight shelter with supportive services for homeless persons that is limited to temporary occupancy, typically 180 consecutive nights or less, by a homeless person. Provide shelter only overnight. For the purposes of this ordinance, emergency shelter shall be as defined in 24 V.S.A. § 4303 and subject to the limits of 24 V.S.A. § 4413.~~

Occupancy Agreement: A written agreement between a program participant and a recipient/subrecipient who is using leasing dollars to lease a unit from a private landlord for the purposes of providing Transitional Housing to the program participant.

Article 14—PlanBTV Downtown Code

***For changes See attached Article 14 Excerpts for 14.3.4-H-Use Type FD6 and 14.3.5-Use Types FD5, the remainder of Article 14 to remain unchanged.

Appendix A Use Table – All Zoning Districts

***For changes See attached Appendix A

* Material stricken out deleted.

** Material underlined added.

Planning/KS/Ordinances 2024/ZA-24-03 Emergency Shelters
CDO Sections 5.4.13, 13.1.2, Art. 14 and Appendix A
11/5/2024

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- RC	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- RC	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- RC	NAC-CR	E-AE	E-LM
***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
Emergency Shelter ³¹	N	N	N	N	NY	CUNY	CUNY	CUY	CUY	N	***	CUY	CUY	CUY	CUNY	N	N
***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
NON-RESIDENTIAL USES	UR ²¹	RCO - A	RCO - RG	RCO - C	I	RL	RM	RH	RC	DW-PT ¹⁶	Downtown FDs	NMU	NAC	NAC- RC	NAC-CR	E-AE	E-LM
***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***

1. – 30. As written.
~~31. See special use standards of Sec. 5.4.13, Emergency Shelters. Reserved~~
32. – 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

14.3.4-H- USE TYPE**FD6**

Uses not specifically listed in a use table, and that are not similar in nature and impact to a use that is listed, are not permitted.

RESIDENTIAL - GENERAL

Attached Dwellings	P
Single Detached Dwellings (only pre-existing Buildings originally designed and constructed for such purpose)	P

RESIDENTIAL - SPECIAL

Assisted Living	P
Boarding House ¹	P
Community House (<i>Sec. 14.6.6.e</i>)	P
Convalescent /Nursing Home	P
Emergency Shelter	P
Short Term Rental (See Ch. 18: Min. Housing)	P

SHORT-TERM ACCOMMODATIONS

Historic Inn (<i>Sec. 14.6.6.c</i>)	P
Lodging	P
Shelter	P

RETAIL - GENERAL

ATM	P
Auto/Boat/RV Sales/Rentals ³	P
Convenience Store	P
Fuel Service Station ² (<i>Sec. 14.6.6.d</i>)	CU
General Merchandise/Retail	P

RETAIL - OUTDOOR**KEY**

Permitted Use	P
Conditional Use	CU

END NOTES

¹Must be owner-occupied.

²Automobile sales not permitted as an Accessory Use

³ Exterior storage and display not permitted.

14.3.4-H- USE TYPE**FD6**

Open Air Markets	P
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OFFICE & SERVICE

Animal Grooming	P
Auto/Boat/RV Service ³ (<i>Sec. 14.6.6.d</i>)	P
Beauty Salon/Barber Shop/Spa	P
Car Wash	P
Crisis Counseling Center (<i>Sec. 14.6.6.g</i>)	P
Office – General	P
Office – Medical	P
Office – Technical	P
Dry Cleaning Service	P
Funeral Home	P
Health Club/Studio	P
Laundromat	P
Mental Health Crisis Center	P
Tailor Shop	P

HOSPITALITY/ ENTERTAINMENT/ RECREATION

Aquarium	P
Art Gallery/Studio	P
Bar, Tavern	P
Billiards, Bowling & Arcade	P
Café	P
Cinema	P
Club, Membership	P
Community Center	P
Conference/Convention Center	P
Museum	P
Performing Arts Center	P
Performing Arts Studio	P
Recreational Facility – Indoor	P
Restaurant	P

14.3.5-H- USE TYPES**FD5**

Uses not specifically listed, and that are not similar in nature and impact to a use that is listed, are not permitted.

RESIDENTIAL - GENERAL

Attached Dwellings	P
Single Detached Dwellings (only pre-existing Buildings originally designed and constructed for such purpose)	P

RESIDENTIAL - SPECIAL

Assisted Living	P
Boarding House ¹	P
Community House (<i>Sec. 14.6.6.e</i>)	P
Convalescent /Nursing Home	P
Emergency Shelter	P
Group Home	P
Short Term Rental (See Ch. 18: Min. Housing)	P

SHORT-TERM ACCOMMODATIONS

Historic Inn (<i>Sec. 14.6.6.c</i>)	P
Lodging	P
Shelter	P

RETAIL - GENERAL

ATM	P
Automobile and RV Sales and Rental ²	P
Convenience Store	P
Fuel Service Station ² (<i>Sec. 14.6.6.d</i>)	CU
General Merchandise/Retail	P

RETAIL - OUTDOOR

Boat Sales/Rentals	P
Garden Supply Store	P

14.3.5-H- USE TYPES**FD5**

Open Air Markets

P

OFFICE & SERVICE

Animal Grooming	P
Beauty Salon/Barber Shop/Spa	P
Car Wash	P
Crisis Counseling Center (<i>Sec. 14.6.6.g</i>)	P
Dry Cleaning Service	P
Funeral Home	P
Health Club/Studio	P
Laundromat	P
Mental Health Crisis Center	P
Office – General	P
Office – Medical	P
Office – Technical	P
Tailor Shop	P
Vehicle/Boat Repair/Service ²	P

HOSPITALITY/ ENTERTAINMENT/ RECREATION

Aquarium	P
Art Gallery/Studio	P

KEY

Permitted Use	P
Conditional Use	CU

END NOTES

¹Must be owner-occupied.

² Exterior storage and display not permitted.

TO: Burlington City Council
Mayor Emma Mulvaney-Stanak
FROM: Scott Gustin, Principal Planner & Zoning Division Manager
Charles Dillard, Principal Planner, Office of City Planning
DATE: November 18, 2024
RE: Proposed ZA-24-03: Emergency Shelters

Overview & Background

The city adopted emergency shelter standards into its Comprehensive Development Ordinance in December 2017. The standards included a definition, permitted and conditional use designations in the use table, and special use criteria. In July 2023, Act 47 (AKA the HOME Act) was passed into law. Among other things, the act established standards for emergency shelters that came into effect on September 1, 2023. The statutory standards include a new definition of emergency shelter and add emergency shelters to the list of uses subject to limited municipal review under VSA 24, Sec. 4413. This section limits municipal zoning review to location, size, height, building bulk, yards, courts, setbacks, density of buildings, off-street parking, loading facilities, traffic, noise, lighting, landscaping, and screening requirements, and only to the extent that regulations do not have the effect of interfering with the intended functional use. The act also expressly notes that regulating the daily or seasonal hours of operation of an emergency shelter shall constitute interfering with the intended functional use.

Act 47 substantially limits municipal zoning review of emergency shelters and renders moot much of the CDO standards pertaining to them. The proposed amendment seeks to bring emergency shelter standards in the CDO into alignment with the new statutory standards.

During its discussion of the amendment, the Planning Commission requested testimony from experts in the fields of emergency housing and homelessness. Sarah Russell, Special Assistant to End Homelessness for the City of Burlington, and Amy Demetrowitz, Chief Operating Officer at Champlain Housing Trust, attended the meeting. Paul Dragon, Executive Director of the Champlain Valley Office of Economic Opportunity (CVOEO) provided a written communication. In addition to amending Appendix A – Use Table to allow Emergency Shelters as-of-right in the districts where the use is currently allowed conditionally, the Planning Commission recommends allowing the use in the Institutional and Enterprise-Light Manufacturing Districts. Regarding the latter district, the adopted South End Innovation District already allows Emergency Shelters. The Ordinance Committee discussed the amendment at its July 22 meeting, amending the proposal by clarifying that Emergency Shelters should be permitted in the recently created Residential Corridor district (RC),

City Council Ordinance Committee

The Ordinance Committee met on November 5th and recommends the following revisions to the proposed ordinance:

- Retains the proposed new definition for Emergency Shelter and proposes a new definition of "Occupancy Agreement," in order to provide greater clarity.
- Alters Appendix A – Use Table, to revise the list of districts where Emergency Shelters are proposed to be allowed. The Committee proposes to prohibit Emergency Shelters in the Residential-Low, Residential-Medium, Neighborhood Activity Center-Cambrian Rise, and Enterprise-Light Manufacturing districts, all of which had previously been recommended by the Planning Commission as districts that should allow this use. The Committee also proposes to amend the Use Table and Article 14 to clarify that Emergency Shelters would be allowed in the Residential-Corridor and Downtown Form Code Districts (FD5 and FD6).

Proposed Amendment

Amendment Type

Text Amendment	Map Amendment	Text & Map Amendment
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Purpose Statement

The proposed amendment brings emergency shelter standards in the CDO into compliance with the current statutory standards.

Proposed Amendment

Proposed ordinance language is below and in attached Appendix A – Use Table.

[Begin text amendment]

Deleted language is ~~crossed out~~ and new language is underlined in red.

Sec. 5.4.13 Emergency Shelters

Emergency shelters shall be subject to the site and design review standards in Art 6.

In addition to conditional use standards where applicable, proposals for all new emergency shelters shall comply with the following requirements:

- (a) All dimensional standards for the underlying zoning per the requirements of Art. 4 shall be applicable;
- (b) Density within the residential zones shall be per the residential density standards of Article 4. For the purposes of density calculation for emergency shelters, every four (4) beds shall count as one (1) dwelling unit;
- (c) Density within the neighborhood mixed use zones shall be limited to fifty (50) beds, and there is no density limit in the downtown or downtown transition zones;
- (d) Overnight stays by any individual are limited to 180 consecutive days. An extension of up to 60 days may be provided if no alternative housing is available;
- (e) There shall be onsite management by qualified adults during all hours of operation with at least 1 management person for every 25 beds; and,
- (f) An emergency shelter may be the primary use of a property, or it may be accessory to another primary use on a property.

Sec. 13.1.2 Definitions.

Emergency Shelter: Overnight shelter with supportive services for homeless persons that is limited to temporary occupancy, typically 180 consecutive nights or less, by a homeless person. Provide shelter only overnight. For the purposes of this ordinance, emergency shelter shall be as defined in 24 V.S.A. § 4303 and subject to the limits of 24 V.S.A § 4413.

Occupancy Agreement: A written agreement between a program participant and a recipient/subrecipient who 31 is using leasing dollars to lease a unit from a private landlord for the purposes of providing Transitional 32 Housing to the program participant.

[End text amendment]

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 has minimal impact on future land use and no impact on density. It brings the city's zoning standards into compliance with the current statute as to emergency shelters. The amendment also makes Emergency Shelters an allowed use in the Institutional and Enterprise-Light Manufacturing Districts.

Impact on Safe & Affordable Housing

The proposed amendment will likely facilitate provision of emergency shelter services to communities in need of them.

Planned Community Facilities

The proposed amendment has no impact on planned community facilities.

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, PC OC 10/5/2023	Presentation to & discussion by Commission 3/26/2024	Approved for Public Hearing 3/26/2024	Public Hearing 5/28/2024	Approved & forwarded to Council 5/28/24	
				Continue discussion	
City Council Process					
First Read & Referral to Ordinance Cmte 6/24/24	Ordinance Cmte discussion 7/22/24	Ordinance Cmte recommend as modified	Second Read & Public Hearing 9/23/24	CCOC Recommends Approval & Adoption 11/5/2024	Second Read 11/18/2024
				Rejected	Public Hearing

CITY OF BURLINGTON

In the Year Two Thousand Twenty-Four

An Ordinance in Relation to

BURLINGTON CODE OF ORDINANCES-
Sections 21-45 – 21-49
Trespass

ORDINANCE _____

Sponsor: Ordinance Committee

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: _____

It is hereby Ordained by the City Council of the City of Burlington as follows:

That Chapter 21, Offenses and Miscellaneous Provisions, Article I, In General, of the Code of Ordinances of the City of Burlington be and hereby is amended to read as follows:

ARTICLE I. In General

Secs. 21-1 – 21-44 As written.

Sec. 21-45 Unlawful trespass.

It shall be unlawful for a person who, without legal authority or the consent of the person in lawful possession, enters or remains on any land or in any place as to which notice against trespass is given by:

(a) Actual communication by the person in lawful possession or ~~his~~their agent or by a law enforcement officer, community service officer, community support liaison, urban park ranger, parks patrol, the city's contracted private security, or any other city official authorized to enforce the city's ordinances, acting on behalf of such person or ~~his~~their agent pursuant to protocols and/or directives established by the police department; or

(b) Signs or placards so designed and situated as to give reasonable notice.

A violation of this section shall be a civil matter and enforced in accordance with the provisions of 24 V.S.A. section 1974a and section 1977 et seq. A civil penalty of not more than five hundred dollars (\$500.00) may be imposed for a violation of this section. The civil penalty may, at the discretion of the prosecuting official, be eliminated or reduced upon the successful completion of a restorative or reparative justice program through the community justice program. In lieu of further process and prosecution, persons ticketed for violations of this section may pay a waiver penalty under the schedule set out below:

Waiver Penalty:

First offense: The waiver penalty shall be two hundred fifty dollars (\$250.00).

Second offense, within a six-month period: The waiver penalty shall be three hundred dollars (\$300.00).

Third offense or more, within a twelve-month period: The waiver penalty shall be four hundred dollars (\$400.00).

Each time that the violation occurs will constitute a separate violation of this section. Any law enforcement officer, community service officer, community support liaison, urban park rangers, parks patrol, or any other city official authorized to enforce the city's ordinances, can enforce this section.

Sec. 21-45A Notice of trespass on city property.

- (a) Purpose. The purpose of this section is to enable a city official in charge of city property to issue a notice of trespass and enforce that notice against an individual whose behavior is dangerous, illegal, or unreasonably disruptive, while recognizing the rights of individuals to engage in constitutionally protected activities on public or city-owned property.
- (b) City official/officers authorized to issue notice of trespass. The city council hereby expressly delegates its authority to issue a notice of trespass to any city official who is in charge, at the time of issuance, of the city property for which the notice of trespass is issued and to any sworn officer, community service officer, or community support liaison of the Burlington police department or the City's urban park rangers, parks patrol, contracted private security, or any other city official authorized to enforce the city's ordinances, in the exercise of their official duties (hereinafter "official/officer").
- (c) Issuance of notice of trespass – Initial conference. If an individual violates any city ordinance, rule or regulation, or State law, or within a public building fails to follow the lawful directive of a city official/~~or police~~-officer authorized under subsection (b) of this section, that official/officer may issue a notice of trespass for a violation which was committed while on or within a city facility, building, or outdoor area, including a municipal park, for the specific property where the violation occurred, excluding a right-of-way. Prior to issuance of the notice of trespass, the issuing official/officer must ensure that the person to whom a notice of trespass will be issued has been informed of the basis for the notice of trespass and has been given an opportunity and reasonable amount of time to change or address the underlying conduct – that is, a verbal warning must have been issued. No verbal warning is required if the reason for the trespass is an accusation of serious harmful conduct such as arson, assault, harassment or a threat of such conduct. Notices of trespass may be issued at the Fletcher Free Library as provided in Section 21-43.
- (d) Service of notice – Content. In most cases, the notice of trespass must be hand-delivered to the person to whom it is issued by an authorized city official/~~or a law enforcement~~-officer; however, if the circumstances do not permit safe delivery of the notice in person, in the discretion of the authorized city official/~~or law enforcement~~-officer, it may be mailed to the individual's legal address. The written notice of trespass shall detail the basis for which the notice of trespass was issued, the length of time for which the notice of trespass remains in effect, and the consequences for violating the terms of the notice

of trespass; it shall also advise the recipient of the right to contest the notice of trespass and the location at which to file the appeal.

(e) Length of notice of trespass.

(1) Generally. For minor, first-time violations, such as having an open container of alcohol, the notice may be issued for up to one (1) day. For moderate violations, such as other nonviolent disorderly conduct, or for a second offense within thirty (30) days, the notice may be issued for up to thirty (30) days. For more serious violations or a third offense within sixty (60) days, the notice may be issued for up to one hundred eighty (180) days. Generally, it is expected that the length of time should reflect the severity or repetitiveness of the underlying conduct. Only for more serious offenses such as conduct that involves violence, harassment, or threats of physical harm to an individual may a notice be issued for over one hundred eighty (180) days, and in any event, a notice of trespass may not be issued for more than one (1) year.

(2) Fletcher Free Library. Due to the nature and character of the Fletcher Free Library, the following durations apply to violations made under the library ordinance. For a violation of Section 21-43(a)(1), a notice of trespass may be issued for up to one hundred eighty (180) days. For a violation of Section 21-43(a)(2), a notice of trespass may be issued for a period up to sixty (60) days. For a violation of Section 21-43(a)(3), a notice of trespass may be issued for a period of one (1) day.

(f) Appeal.

(1) Process. The recipient of a notice of trespass may appeal the notice of trespass by filing an appeal, in writing, within seven (7) calendar days of the issuance of the notice. The written appeal shall include the appellant's name, address, phone number, and indicate whether a hearing is requested. No fee shall be charged for filing the appeal. The appeal shall be filed at the location designated in the notice of trespass. Except for in exigent circumstances, any such appeal shall stay the operation of the notice of trespass beyond the day the appeal is filed, pending a hearing and/or written decision.

(2) Exigent circumstances. For purposes of this chapter, "exigent circumstances" means any situation in which the issuing city official/~~or~~ officer determines that a person presents an immediate and substantial threat or danger to the health, safety, or welfare of another person. In such circumstances, an appeal shall not stay the operation of the notice of trespass.

(3) Designated hearing panels. All appeals made under this chapter shall be heard by the public safety committee of the city council, which will make an annual report to the city council on the number of appeals.

(4) Procedure. When an appeal is filed, the designated hearing panel shall meet within ten (10) business days to consider the appeal. If no hearing is requested, the designated hearing panel may consider any written submissions as part of its decision. If a hearing is requested, the appellant must be provided at least three (3) business days' written notice of the date, time, and location of the hearing. The designated

hearing panel shall allow oral and/or written testimony and evidence from the appellant and the issuing city official/~~or~~ officer. In reviewing the notice of trespass, the panel will utilize the preponderance of the evidence standard with the burden of proof on the charging official/officer or their representative. The designated hearing panel shall issue a written decision within ten (10) business days of the hearing. The designated hearing panel may extend the time period for hearing if the operation of the notice of trespass is stayed or if the appellant consents.

(5) Waiver requests. An individual who has received a notice of trespass may request a waiver from the issuing official/officer (or in the absence of that official/officer from another city official/officer authorized to issue the notice) in order to access the property for which the notice of trespass was issued for purpose of work, residence, access to government services, or the exercise of constitutionally protected activities. If that waiver is denied, an appeal may be made to the designated hearing panel. In addition, in the context of any appeal of a notice of trespass, the designated hearing panel shall also consider any waiver request from the individual appealing.

- (g) Enforcement. Once a notice of trespass has been issued, unless the notice has been stayed by receipt of an appeal or the notice has been overturned by a decision on appeal, a violation of the notice may be enforced pursuant to Section 21-45 (a civil violation) or 13 V.S.A. § 3705 (a criminal violation). Unless the notice of trespass was issued for conduct involving violence, harassment, or threats of physical harm to an individual, enforcement pursuant to 13 V.S.A. § 3705 may only commence with issuance of a citation and a request to leave the premises; however, arrest is permissible for refusal to leave the premises within a reasonable period after issuance of the citation.

Sec. 21-46 Disorderly conduct.

It shall be unlawful for a person who, with the intent to cause public inconvenience, or annoyance or recklessly creating a risk thereof:

- (a) Engages in fighting or in violent, tumultuous or threatening behavior; or
- (b) Makes unreasonable noise; or
- (c) In a public place uses abusive or obscene language; or
- (d) Without lawful authority, disturbs any lawful assembly or meeting or persons; or
- (e) Obstructs vehicular or pedestrian traffic.

A violation of this section shall be a civil matter and enforced in accordance with the provisions of 24 V.S.A. section 1974a and section 1977 et seq. A civil penalty of not more than five hundred dollars (\$500.00) may be imposed for a violation of this section. The civil penalty may, at the discretion of the prosecuting official/officer, be eliminated or reduced upon the successful completion of a restorative or reparative justice

program through the community justice program. In lieu of further process and prosecution, persons ticketed for violations of this section may pay a waiver penalty under the schedule set out below:

Waiver Penalty:

First offense: The waiver penalty shall be two hundred fifty dollars (\$250.00).

Second offense, within a six-month period: The waiver penalty shall be three hundred dollars (\$300.00).

Third offense or more, within a twelve-month period: The waiver penalty shall be four hundred dollars (\$400.00).

Each time that the violation occurs will constitute a separate violation of this section. Any city official/~~law enforcement~~ officer can enforce this section.

Sec. 21-47 Unlawful mischief.

It shall be unlawful for a person who, having no right to do so or any reasonable ground to believe that he has such a right, intentionally does damage to property of any value not exceeding two hundred fifty dollars (\$250.00).

A violation of this section shall be a civil matter and enforced in accordance with the provisions of 24 V.S.A. section 1974a and section 1977 et seq. A civil penalty of not more than five hundred dollars (\$500.00) may be imposed for a violation of this section. The civil penalty may, at the discretion of the prosecuting official/officer, be eliminated or reduced upon the successful completion of a restorative or reparative justice program through the community justice program. In lieu of further process and prosecution, persons ticketed for violations of this section may pay a waiver penalty under the schedule set out below:

Waiver Penalty:

First offense: The waiver penalty shall be two hundred fifty dollars (\$250.00).

Second offense, within a six-month period: The waiver penalty shall be three hundred dollars (\$300.00).

Third offense or more, within a twelve-month period: The waiver penalty shall be four hundred dollars (\$400.00).

Each time that the violation occurs will constitute a separate violation of this section. Any city official/~~law enforcement~~ officer can enforce this section.

Sec. 21-48 City Hall Park.

(a) Prohibited activities. Notwithstanding other rules and regulations, the following activities are prohibited at City Hall Park and may be ticketed under this section.

- (1) Disorderly conduct as defined by Section 21-46; ~~Any person who, with the intent to cause public inconvenience, or annoyance or recklessly creating a risk thereof:~~
- ~~a. Engages in fighting or in violent, tumultuous or threatening behavior; or~~
- ~~b. Makes unreasonable noise; or~~
- ~~c. In a public place uses abusive or obscene language; or~~
- ~~d. Without lawful authority, disturbs any lawful assembly or meeting or persons; or~~
- ~~e. Obstructs vehicular or pedestrian traffic.~~
- (2) Unlawful mischief as defined by Section 21-47; ~~Any person who, having no right to do so or any reasonable ground to believe that he has such a right, intentionally does damage to property, private or public.~~
- (3) Graffiti and defacement of property as defined by Section 21-29;
- (4) Possession of open or opened intoxicating liquor as defined in 23 V.S.A. § 1200(4), except as permitted pursuant to a valid liquor license and/or an outdoor consumption permit for properly organized and supervised activities or events held within the limits of City Hall Park.;
- ~~(45)~~ Possession of a regulated drug as defined in 18 V.S.A. § 4201(29);
- (6) Public urination and/or defecation as defined by Section 21-24.
- (b) Enforcement.
- (1) First offense. Any violation of any provision of subsection (a) above shall be deemed a civil offense and shall be punishable by a penalty of a minimum fine of two hundred dollars (\$200.00) to a maximum fine of five hundred dollars (\$500.00). The waiver penalty for purposes of the municipal complaint (civil ticket) shall be two hundred dollars (\$200.00). The recipient of a municipal complaint for violation of this section (first offense) shall not be permitted within the City Hall Park for the balance of the day on which the alleged offense occurred.
- (2) Second offense. Any violation of any provision of subsection (a) above by an individual who has previously violated any provision of subsection (a) above shall be deemed a civil offense and shall be punishable by a penalty of a minimum fine of three hundred dollars (\$300.00) to maximum fine of five hundred dollars (\$500.00). In addition, the recipient of a municipal complaint for violation of this section (second offense) may be issued an order of no trespass prohibiting the recipient from

entering the City Hall Park for a period of up to 90 days commencing immediately upon said issuance. The waiver penalty for purposes of the municipal complaint (civil ticket) second offense shall be three hundred dollars (\$300.00); payment of which shall also be deemed acceptance of the no trespass order. Both the fine and the no trespass order may, at the discretion of the prosecuting official/officer, be waived in whole or in part upon the successful completion of a restorative or reparative justice program through the community justice program.

(3) Third and subsequent offense. Any violation of any provision of subsection (a) above by an individual who has on two (2) or more occasions violated any provision of subsection (a) above shall be deemed a civil offense and shall be punishable by a penalty of from four hundred dollars (\$400.00) to five hundred dollars (\$500.00). In addition, the recipient of a municipal complaint for violation of this section (third and subsequent offense) may be issued an order of no trespass prohibiting the recipient from entering the City Hall Park for a period of up to one (1) year commencing immediately upon said issuance. The waiver penalty for purposes of the municipal complaint (civil ticket) third or subsequent offense shall be four hundred dollars (\$400.00); payment of which shall also be deemed acceptance of the no trespass order. Both the fine and the no trespass order may, at the discretion of the prosecuting official/officer, be waived in whole or in part upon the successful completion of a restorative or reparative justice program through the community justice program.

Sec. 21-49 Church Street Marketplace District trespass authority.

- (a) Purpose. The Burlington city council finds and declares that the following substantial government interests will be advanced by the ability to issue a no trespass order created by this section, based on conditions the police department and the Church Street Marketplace District commission have identified and confront in the Church Street Marketplace District on a regular basis:
- (1) The abatement or removal of nuisances determined to be against the public health, safety or welfare of citizens;
 - (2) The protection of citizens from physical threats or injury and from damage to property;
 - (3) The prevention of harassment and intimidation of any member of the public;
 - (4) The prevention of violent crime;
 - (5) The orderly control and safety of pedestrian, car and cart traffic on Church Street; and
 - (6) The provision and maintenance of a safe, attractive environment in areas designed to attract tourist revenue.
- (b) Findings. The substantial government interests identified in subsection (a) of this section are undermined by unlawful and inappropriate behavior in the Church Street Marketplace District. Such

behaviors include, but are not limited to, disorderly conduct, unlawful mischief, the possession and consumption of intoxicating liquor, and the possession and use of regulated drugs.

Specifically:

- (1) Unlawful behavior within the Church Street Marketplace District diminishes this public asset and deprives citizens and visitors of its full use and enjoyment;
- (2) In addition to more serious criminal acts that threaten personal injury and property damage, a wide range of illegal disorderly behaviors can and often do transform the Church Street Marketplace District into an unwelcoming, unattractive and ultimately unsafe public space requiring increased expenditures for public safety and maintenance;
- (3) Laws intended to preserve and protect public spaces like the Church Street Marketplace District for the benefit of all people are effective only if those present on the space obey the law. The current criminal and civil penalties for violating these types of laws are frequently inadequate to deter the illegal behavior, to prevent its recurrence, or to provide for the removal of offenders from the public space;
- (4) Compliance with behavior laws within the Church Street Marketplace District will be enhanced by the immediate administrative sanction of removing offenders from the Church Street Marketplace District in addition to issuing tickets to them. For repeat offenders and for more serious offenses, exclusion for extended periods will further provide a necessary additional remedy to protect the public;
- (5) The failure to comply with these and other laws creates a public nuisance.

(c) Prohibited activities. Notwithstanding other laws, ordinances, rules and regulations, the following activities are prohibited within the Church Street Marketplace District and may result in a no trespass order authorized under this section.

- (1) Disorderly conduct as defined by Section 21-46;
- (2) Unlawful mischief as defined by Section 21-47;
- (3) Graffiti and defacement of property as defined by Section 21-29;
- (4) Possession of open or opened intoxicating liquor as defined by 23 V.S.A. § 1200(4), except as permitted pursuant to a valid liquor license and/or an outdoor consumption permit for properly organized and supervised activities or events held within the limits of the Church Street Marketplace District;
- (45) Possession of a regulated drug as defined in 18 V.S.A. § 4201(29);

(6) Offense of retail theft as defined by 13 V.S.A. §2575 from a business in the Church Street Marketplace District;-

(7) Public urination and/or defecation as defined by Section 21-24.

(d) Enforcement.

- (1) First offense. Any person ticketed for a prohibited activity noted in subsection (c) of this section as a first offense may also be issued an order of no trespass, and will not be permitted within the Church Street Marketplace District for the balance of the day on which the alleged offense occurred.
- (2) Second offense. Any person ticketed for a prohibited activity noted in subsection (c) of this section as a second offense may also be issued an order of no trespass prohibiting the recipient from entering the Church Street Marketplace District for a period of up to ninety (90) days, commencing immediately upon said issuance.
- (3) Third and subsequent offense. Any person ticketed for a prohibited activity noted in subsection (c) of this section as a third or subsequent offense may also be issued an order of no trespass prohibiting the recipient from entering the Church Street Marketplace District for a period of up to one (1) year commencing immediately upon said issuance.
- (4) Hearing procedure and staying of order of no trespass.
 - a. Recipients of an order of no trespass issued pursuant to subsections (d)(2) and (3) of this section may appeal said order to a hearing panel designated by the Church Street Marketplace commission pursuant to the procedure detailed below. Any such appeal shall stay the order of no trespass pending the hearing and written decision of the hearing panel.
 - b. Any individual subject to the trespass provisions of subsection (d)(1), (2), or (3) of this section may request in writing that a hearing panel of the Church Street Marketplace commission hold a public hearing for the purpose of challenging the issuance of the order of no trespass and/or to request a waiver to access the Church Street Marketplace District for purpose of work, residence, access to government services, the exercise of constitutionally protected activities, and/or for any other good reason as determined by a hearing panel.
 - c. Recipients shall have thirty (30) days from the date of issuance of an order of no trespass to request a hearing. Requests shall be sent to the executive director of the marketplace commission at 2 Church Street, Suite 2A, Burlington, VT 05401-4457.
 - d. If a hearing is requested, the hearing shall be scheduled within ten (10) calendar days of receipt of the request, and a written notice of the hearing shall be sent to the recipient at least seven (7) calendar days prior to the hearing.

- 376
- 377 e. The hearing panel shall consist of three (3) people designated by the Church Street Marketplace
- 378 commission or its designee, and be comprised of one (1) representative from the business
- 379 community, one (1) representative from the social services community, and one (1)
- 380 representative from the general public.
- 381
- 382 f. The hearing panel shall allow for oral and/or written testimony and evidence from the recipient
- 383 of the order of no trespass, the issuing city official~~police~~-officer, and any other witnesses
- 384 requesting to be heard.
- 385
- 386 g. The hearing panel shall issue a written decision within ten (10) calendar days of the hearing.
- 387
- 388
- 389
- 390

391 * Material stricken out deleted.

392 ** Material underlined added.

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397 KS/Ordinances 2024/BCO 21-45 – 21-49, Trespass

398 November 15, 2024

Resolution Relating to

PRIVATE TRESPASS POLICY

RESOLUTION_____

Sponsor(s): Ordinance Committee
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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

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

1 That WHEREAS, the City Council Ordinance Committee has been reviewing proposed changes to the
2 City’s trespass ordinance; and

3 WHEREAS, the Committee received questions and comments regarding the process for issuing a
4 trespass notice on private property; and

5 WHEREAS, the Burlington Police Department (BPD) does not currently have a written public policy
6 regarding the issuance of trespass notices on private property; and

7 WHEREAS, concerns have been raised by businesses and other private property owners regarding the
8 ability to obtain assistance with trespassing individuals off their properties; and

9 WHEREAS, certain questions have been raised by BPD; and

10 WHEREAS, the Ordinance Committee has reviewed this matter and recommends that the City Council
11 request BPD to work with the City Attorney’s Office and establish policies regarding trespass on private
12 property;

13 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby requests BPD to review and
14 revise its policies regarding trespass on private property to establish a clear system where BPD is able to issue
15 trespass notices on private property, working with the City Attorney’s Office on the drafting to help address
16 concerns raised; and

17 BE IT FURTHER RESOLVED, that BPD shall clarify the process for issuing a trespass on private
18 properties, including a communication with contact information and forms and other necessary documents to
19 be available on the BPD’s website, including a communication for the public that clarifies the process and
20 providing any documents needed to start the process, including a list of who besides property owners are able
21 to trespass and how process achieved and contact information; and

22 BE IT FURTHER RESOLVED that while drafting the policies/directives, BPD shall review Seattle’s
23 model for guidance and the policy that is developed should reflect the new authority given in the ordinance to
24 a variety of city employees and how that works in the protocol and how we are communicating that to public,
25 include private security issuing notice; and

26 BE IT FURTHER RESOLVED that the BPD shall report back to the Ordinance Committee by January
27 15, 2025 with a copy of the report to the full city council (as a communication on consent), and sent directly to
28 the Public Safety Committee.

29
30
31
32

33 *Materials underlined added

34 **Materials stricken deleted

35

36 KS/Resolutions 2024/Private Trespass Policy

37 11/15/24

CITY OF BURLINGTON

In the Year Two Thousand Twenty-Four

An Ordinance in Relation to

BURLINGTON CODE OF ORDINANCES-
Sections 21-45 – 21-49
Trespass

ORDINANCE 8.9
Sponsor: Ordinance Committee
Public Hearing Dates: _____
First reading: 12/18/23
Referred to: Ordinance Committee
Rules suspended and placed in all
stages of passage: _____
Second reading: 11/18/24
Action: adopted as amended by OC
Date: 11/18/24
Signed by Mayor: 11/19/24
Published: 11/27/24
Effective: 12/18/24

It is hereby Ordained by the City Council of the City of Burlington as follows:

That Chapter 21, Offenses and Miscellaneous Provisions, Article I, In General, of the Code of Ordinances of the City of Burlington be and hereby is amended to read as follows:

ARTICLE I. In General

Secs. 21-1 – 21-44 As written.

Sec. 21-45 Unlawful trespass.

It shall be unlawful for a person who, without legal authority or the consent of the person in lawful possession, enters or remains on any land or in any place as to which notice against trespass is given by:

(a) Actual communication by the person in lawful possession or ~~his~~their agent or by a law enforcement officer, community service officer, community support liaison, urban park ranger, parks patrol, the city's contracted private security, or any other city official authorized to enforce the city's ordinances, acting on behalf of such person or ~~his~~their agent pursuant to protocols and/or directives established by the police department; or

(b) Signs or placards so designed and situated as to give reasonable notice.

A violation of this section shall be a civil matter and enforced in accordance with the provisions of 24 V.S.A. section 1974a and section 1977 et seq. A civil penalty of not more than five hundred dollars (\$500.00) may be imposed for a violation of this section. The civil penalty may, at the discretion of the prosecuting official, be eliminated or reduced upon the successful completion of a restorative or reparative justice program through the community justice program. In lieu of further process and prosecution, persons ticketed for violations of this section may pay a waiver penalty under the schedule set out below:

Waiver Penalty:

First offense: The waiver penalty shall be two hundred fifty dollars (\$250.00).

ORIGINAL

AN ORDINANCE
IN RELATION TO

Introduced by

Councilor _____

Read in City Council first time

_____, 20____.

Attest,

_____, Clerk.

Rules suspended, and ordinance placed in all stages of
passage.

_____, 20____.

Attest,

_____, Clerk.

Read in City Council second time

_____, 20____.

Attest,

_____, Clerk.

Passed in City Council at meeting held

_____, 20____.

Attest,

_____, Clerk.

Approved _____, 20____.

_____, Mayor.

I, _____, City Clerk of the City of Burlington
and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has
been duly published according to Law and the Charter of the City, and in compliance with said
Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day,

namely the _____ day of _____, 20____.

Adopted _____ Published _____ Effective _____
_____, City Clerk

Distribution

I hereby certify that this Ordinance has
been sent to the following department(s)
on _____

Attest:

Second offense, within a six-month period: The waiver penalty shall be three hundred dollars (\$300.00).

Third offense or more, within a twelve-month period: The waiver penalty shall be four hundred dollars (\$400.00).

Each time that the violation occurs will constitute a separate violation of this section. Any law enforcement officer, community service officer, community support liaison, urban park rangers, parks patrol, or any other city official authorized to enforce the city's ordinances, can enforce this section.

Sec. 21-45A Notice of trespass on city property.

- (a) Purpose. The purpose of this section is to enable a city official in charge of city property to issue a notice of trespass and enforce that notice against an individual whose behavior is dangerous, illegal, or unreasonably disruptive, while recognizing the rights of individuals to engage in constitutionally protected activities on public or city-owned property.
- (b) City official/officers authorized to issue notice of trespass. The city council hereby expressly delegates its authority to issue a notice of trespass to any city official who is in charge, at the time of issuance, of the city property for which the notice of trespass is issued and to any sworn officer, community service officer, or community support liaison of the Burlington police department or the City's urban park rangers, parks patrol, contracted private security, or any other city official authorized to enforce the city's ordinances, in the exercise of their official duties (hereinafter "official/officer").
- (c) Issuance of notice of trespass – Initial conference. If an individual violates any city ordinance, rule or regulation, or State law, or within a public building fails to follow the lawful directive of a city official/~~or police~~-officer authorized under subsection (b) of this section, that official/officer may issue a notice of trespass for a violation which was committed while on or within a city facility, building, or outdoor area, including a municipal park, for the specific property where the violation occurred, excluding a right-of-way. Prior to issuance of the notice of trespass, the issuing official/officer must ensure that the person to whom a notice of trespass will be issued has been informed of the basis for the notice of trespass and has been given an opportunity and reasonable amount of time to change or address the underlying conduct – that is, a verbal warning must have been issued. No verbal warning is required if the reason for the trespass is an accusation of serious harmful conduct such as arson, assault, harassment or a threat of such conduct. Notices of trespass may be issued at the Fletcher Free Library as provided in Section 21-43.
- (d) Service of notice – Content. In most cases, the notice of trespass must be hand-delivered to the person to whom it is issued by an authorized city official/~~or a law enforcement~~-officer; however, if the circumstances do not permit safe delivery of the notice in person, in the discretion of the authorized city official/~~or law enforcement~~-officer, it may be mailed to the individual's legal address. The written notice of trespass shall detail the basis for which the notice of trespass was issued, the length of time for which the notice of trespass remains in effect, and the consequences for violating the terms of the notice

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Passed in City Council at meeting held

_____, 20_____.

Attest,

_____, Clerk.

Approved _____

_____, 20_____.

_____, Mayor.

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and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has
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Charter this certificate is hereto attached.

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Adopted _____ Published _____ Effective _____

_____, City Clerk

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on _____

Attest:

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of trespass; it shall also advise the recipient of the right to contest the notice of trespass and the location at which to file the appeal.

(e) Length of notice of trespass.

(1) Generally. For minor, first-time violations, such as having an open container of alcohol, the notice may be issued for up to one (1) day. For moderate violations, such as other nonviolent disorderly conduct, or for a second offense within thirty (30) days, the notice may be issued for up to thirty (30) days. For more serious violations or a third offense within sixty (60) days, the notice may be issued for up to one hundred eighty (180) days. Generally, it is expected that the length of time should reflect the severity or repetitiveness of the underlying conduct. Only for more serious offenses such as conduct that involves violence, harassment, or threats of physical harm to an individual may a notice be issued for over one hundred eighty (180) days, and in any event, a notice of trespass may not be issued for more than one (1) year.

(2) Fletcher Free Library. Due to the nature and character of the Fletcher Free Library, the following durations apply to violations made under the library ordinance. For a violation of Section 21-43(a)(1), a notice of trespass may be issued for up to one hundred eighty (180) days. For a violation of Section 21-43(a)(2), a notice of trespass may be issued for a period up to sixty (60) days. For a violation of Section 21-43(a)(3), a notice of trespass may be issued for a period of one (1) day.

(f) Appeal.

(1) Process. The recipient of a notice of trespass may appeal the notice of trespass by filing an appeal, in writing, within seven (7) calendar days of the issuance of the notice. The written appeal shall include the appellant's name, address, phone number, and indicate whether a hearing is requested. No fee shall be charged for filing the appeal. The appeal shall be filed at the location designated in the notice of trespass. Except for in exigent circumstances, any such appeal shall stay the operation of the notice of trespass beyond the day the appeal is filed, pending a hearing and/or written decision.

(2) Exigent circumstances. For purposes of this chapter, "exigent circumstances" means any situation in which the issuing city official/~~or~~ officer determines that a person presents an immediate and substantial threat or danger to the health, safety, or welfare of another person. In such circumstances, an appeal shall not stay the operation of the notice of trespass.

(3) Designated hearing panels. All appeals made under this chapter shall be heard by the public safety committee of the city council, which will make an annual report to the city council on the number of appeals.

(4) Procedure. When an appeal is filed, the designated hearing panel shall meet within ten (10) business days to consider the appeal. If no hearing is requested, the designated hearing panel may consider any written submissions as part of its decision. If a hearing is requested, the appellant must be provided at least three (3) business days' written notice of the date, time, and location of the hearing. The designated

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Councilor _____

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_____, 20____.

Attest,

_____, Clerk.

Approved _____, 20____.

_____, Mayor.

I, _____, City Clerk of the City of Burlington and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has been duly published according to Law and the Charter of the City, and in compliance with said Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day,

namely the _____ day of _____, 20____.

Adopted _____ Published _____ Effective _____, City Clerk _____

Attest:

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* * * * *

* * * * *

hearing panel shall allow oral and/or written testimony and evidence from the appellant and the issuing city official/~~or~~ officer. In reviewing the notice of trespass, the panel will utilize the preponderance of the evidence standard with the burden of proof on the charging official/officer or their representative. The designated hearing panel shall issue a written decision within ten (10) business days of the hearing. The designated hearing panel may extend the time period for hearing if the operation of the notice of trespass is stayed or if the appellant consents.

(5) Waiver requests. An individual who has received a notice of trespass may request a waiver from the issuing official/officer (or in the absence of that official/officer from another city official/officer authorized to issue the notice) in order to access the property for which the notice of trespass was issued for purpose of work, residence, access to government services, or the exercise of constitutionally protected activities. If that waiver is denied, an appeal may be made to the designated hearing panel. In addition, in the context of any appeal of a notice of trespass, the designated hearing panel shall also consider any waiver request from the individual appealing.

- (g) Enforcement. Once a notice of trespass has been issued, unless the notice has been stayed by receipt of an appeal or the notice has been overturned by a decision on appeal, a violation of the notice may be enforced pursuant to Section 21-45 (a civil violation) or 13 V.S.A. § 3705 (a criminal violation). Unless the notice of trespass was issued for conduct involving violence, harassment, or threats of physical harm to an individual, enforcement pursuant to 13 V.S.A. § 3705 may only commence with issuance of a citation and a request to leave the premises; however, arrest is permissible for refusal to leave the premises within a reasonable period after issuance of the citation.

Sec. 21-46 Disorderly conduct.

It shall be unlawful for a person who, with the intent to cause public inconvenience, or annoyance or recklessly creating a risk thereof:

- (a) Engages in fighting or in violent, tumultuous or threatening behavior; or
- (b) Makes unreasonable noise; or
- (c) In a public place uses abusive or obscene language; or
- (d) Without lawful authority, disturbs any lawful assembly or meeting or persons; or
- (e) Obstructs vehicular or pedestrian traffic.

A violation of this section shall be a civil matter and enforced in accordance with the provisions of 24 V.S.A. section 1974a and section 1977 et seq. A civil penalty of not more than five hundred dollars (\$500.00) may be imposed for a violation of this section. The civil penalty may, at the discretion of the prosecuting official/officer, be eliminated or reduced upon the successful completion of a restorative or reparative justice

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program through the community justice program. In lieu of further process and prosecution, persons ticketed for violations of this section may pay a waiver penalty under the schedule set out below:

Waiver Penalty:

First offense: The waiver penalty shall be two hundred fifty dollars (\$250.00).

Second offense, within a six-month period: The waiver penalty shall be three hundred dollars (\$300.00).

Third offense or more, within a twelve-month period: The waiver penalty shall be four hundred dollars (\$400.00).

Each time that the violation occurs will constitute a separate violation of this section. Any city official/~~law enforcement~~-officer can enforce this section.

Sec. 21-47 Unlawful mischief.

It shall be unlawful for a person who, having no right to do so or any reasonable ground to believe that he has such a right, intentionally does damage to property of any value not exceeding two hundred fifty dollars (\$250.00).

A violation of this section shall be a civil matter and enforced in accordance with the provisions of 24 V.S.A. section 1974a and section 1977 et seq. A civil penalty of not more than five hundred dollars (\$500.00) may be imposed for a violation of this section. The civil penalty may, at the discretion of the prosecuting official/officer, be eliminated or reduced upon the successful completion of a restorative or reparative justice program through the community justice program. In lieu of further process and prosecution, persons ticketed for violations of this section may pay a waiver penalty under the schedule set out below:

Waiver Penalty:

First offense: The waiver penalty shall be two hundred fifty dollars (\$250.00).

Second offense, within a six-month period: The waiver penalty shall be three hundred dollars (\$300.00).

Third offense or more, within a twelve-month period: The waiver penalty shall be four hundred dollars (\$400.00).

Each time that the violation occurs will constitute a separate violation of this section. Any city official/~~law enforcement~~-officer can enforce this section.

Sec. 21-48 City Hall Park.

(a) Prohibited activities. Notwithstanding other rules and regulations, the following activities are prohibited at City Hall Park and may be ticketed under this section.

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- (1) Disorderly conduct ~~as defined by Section 21-46; -Any person who, with the intent to cause public inconvenience, or annoyance or recklessly creating a risk thereof:~~
- ~~a. Engages in fighting or in violent, tumultuous or threatening behavior; or~~
- ~~b. Makes unreasonable noise; or~~
- ~~c. In a public place uses abusive or obscene language; or~~
- ~~d. Without lawful authority, disturbs any lawful assembly or meeting or persons; or~~
- ~~e. Obstructs vehicular or pedestrian traffic.~~
- (2) Unlawful mischief ~~as defined by Section 21-47; -Any person who, having no right to do so or any reasonable ground to believe that he has such a right, intentionally does damage to property, private or public.~~
- (3) Graffiti and defacement of property as defined by Section 21-29;
- (4) Possession of open or opened intoxicating liquor as defined in 23 V.S.A. § 1200(4), except as permitted pursuant to a valid liquor license and/or an outdoor consumption permit for properly organized and supervised activities or events held within the limits of City Hall Park;_i
- (45) Possession of a regulated drug as defined in 18 V.S.A. § 4201(29);_i
- (6) Public urination and/or defecation as defined by Section 21-24.

(b) Enforcement.

- (1) First offense. Any violation of any provision of subsection (a) above shall be deemed a civil offense and shall be punishable by a penalty of a minimum fine of two hundred dollars (\$200.00) to a maximum fine of five hundred dollars (\$500.00). The waiver penalty for purposes of the municipal complaint (civil ticket) shall be two hundred dollars (\$200.00). The recipient of a municipal complaint for violation of this section (first offense) shall not be permitted within the City Hall Park for the balance of the day on which the alleged offense occurred.
- (2) Second offense. Any violation of any provision of subsection (a) above by an individual who has previously violated any provision of subsection (a) above shall be deemed a civil offense and shall be punishable by a penalty of a minimum fine of three hundred dollars (\$300.00) to maximum fine of five hundred dollars (\$500.00). In addition, the recipient of a municipal complaint for violation of this section (second offense) may be issued an order of no trespass prohibiting the recipient from

ORIGINAL

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Attest:

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entering the City Hall Park for a period of up to 90 days commencing immediately upon said issuance. The waiver penalty for purposes of the municipal complaint (civil ticket) second offense shall be three hundred dollars (\$300.00); payment of which shall also be deemed acceptance of the no trespass order. Both the fine and the no trespass order may, at the discretion of the prosecuting official/officer, be waived in whole or in part upon the successful completion of a restorative or reparative justice program through the community justice program.

(3) Third and subsequent offense. Any violation of any provision of subsection (a) above by an individual who has on two (2) or more occasions violated any provision of subsection (a) above shall be deemed a civil offense and shall be punishable by a penalty of from four hundred dollars (\$400.00) to five hundred dollars (\$500.00). In addition, the recipient of a municipal complaint for violation of this section (third and subsequent offense) may be issued an order of no trespass prohibiting the recipient from entering the City Hall Park for a period of up to one (1) year commencing immediately upon said issuance. The waiver penalty for purposes of the municipal complaint (civil ticket) third or subsequent offense shall be four hundred dollars (\$400.00); payment of which shall also be deemed acceptance of the no trespass order. Both the fine and the no trespass order may, at the discretion of the prosecuting official/officer, be waived in whole or in part upon the successful completion of a restorative or reparative justice program through the community justice program.

Sec. 21-49 Church Street Marketplace District trespass authority.

(a) Purpose. The Burlington city council finds and declares that the following substantial government interests will be advanced by the ability to issue a no trespass order created by this section, based on conditions the police department and the Church Street Marketplace District commission have identified and confront in the Church Street Marketplace District on a regular basis:

- (1) The abatement or removal of nuisances determined to be against the public health, safety or welfare of citizens;
- (2) The protection of citizens from physical threats or injury and from damage to property;
- (3) The prevention of harassment and intimidation of any member of the public;
- (4) The prevention of violent crime;
- (5) The orderly control and safety of pedestrian, car and cart traffic on Church Street; and
- (6) The provision and maintenance of a safe, attractive environment in areas designed to attract tourist revenue.

(b) Findings. The substantial government interests identified in subsection (a) of this section are undermined by unlawful and inappropriate behavior in the Church Street Marketplace District. Such

ORIGINAL

AN ORDINANCE
IN RELATION TO

Introduced by

Councilor

Read in City Council first time

_____, 20____.

Attest,

_____, Clerk.

Rules suspended, and ordinance placed in all stages of passage.

_____, 20____.

Attest,

_____, Clerk.

Read in City Council second time

_____, 20____.

Attest,

_____, Clerk.

Passed in City Council at meeting held

_____, 20____.

Attest,

_____, Clerk.

Approved _____, 20____.

_____, Mayor.

I, _____, City Clerk of the City of Burlington and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has been duly published according to Law and the Charter of the City, and in compliance with said Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day,

namely the _____ day of _____, 20____.

Adopted _____ Published _____ Effective _____, City Clerk

Distribution

I hereby certify that this Ordinance has been sent to the following department(s) on _____

Attest:

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* * * * *

behaviors include, but are not limited to, disorderly conduct, unlawful mischief, the possession and consumption of intoxicating liquor, and the possession and use of regulated drugs.

Specifically:

- (1) Unlawful behavior within the Church Street Marketplace District diminishes this public asset and deprives citizens and visitors of its full use and enjoyment;
 - (2) In addition to more serious criminal acts that threaten personal injury and property damage, a wide range of illegal disorderly behaviors can and often do transform the Church Street Marketplace District into an unwelcoming, unattractive and ultimately unsafe public space requiring increased expenditures for public safety and maintenance;
 - (3) Laws intended to preserve and protect public spaces like the Church Street Marketplace District for the benefit of all people are effective only if those present on the space obey the law. The current criminal and civil penalties for violating these types of laws are frequently inadequate to deter the illegal behavior, to prevent its recurrence, or to provide for the removal of offenders from the public space;
 - (4) Compliance with behavior laws within the Church Street Marketplace District will be enhanced by the immediate administrative sanction of removing offenders from the Church Street Marketplace District in addition to issuing tickets to them. For repeat offenders and for more serious offenses, exclusion for extended periods will further provide a necessary additional remedy to protect the public;
 - (5) The failure to comply with these and other laws creates a public nuisance.
- (c) Prohibited activities. Notwithstanding other laws, ordinances, rules and regulations, the following activities are prohibited within the Church Street Marketplace District and may result in a no trespass order authorized under this section.
- (1) Disorderly conduct as defined by Section 21-46;
 - (2) Unlawful mischief as defined by Section 21-47;
 - (3) Graffiti and defacement of property as defined by Section 21-29;
 - (4) Possession of open or opened intoxicating liquor as defined by 23 V.S.A. § 1200(4), except as permitted pursuant to a valid liquor license and/or an outdoor consumption permit for properly organized and supervised activities or events held within the limits of the Church Street Marketplace District;
 - (45) Possession of a regulated drug as defined in 18 V.S.A. § 4201(29);

ORIGINAL

AN ORDINANCE
IN RELATION TO

Introduced by

Councilor _____

Read in City Council first time

_____, 20_____.

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_____, Clerk.

Rules suspended, and ordinance placed in all stages of
passage.

_____, 20_____.

Attest,

_____, Clerk.

Read in City Council second time

_____, 20_____.

Attest,

_____, Clerk.

Passed in City Council at meeting held

_____, 20_____.

Attest,

_____, Clerk.

Approved _____

_____, 20_____

_____, Mayor.

I, _____, City Clerk of the City of Burlington
and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has
been duly published according to Law and the Charter of the City, and in compliance with said
Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day,

namely the _____ day of _____, 20_____.

Adopted _____ Published _____ Effective _____

_____, City Clerk

Distribution

I hereby certify that this Ordinance has
been sent to the following department(s)
on _____

Attest:

* * * * *

* * * * *

(6) Offense of retail theft as defined by 13 V.S.A. §2575 from a business in the Church Street Marketplace District;-

(7) Public urination and/or defecation as defined by Section 21-24.

(d) Enforcement.

- (1) First offense. Any person ticketed for a prohibited activity noted in subsection (c) of this section as a first offense may also be issued an order of no trespass, and will not be permitted within the Church Street Marketplace District for the balance of the day on which the alleged offense occurred.
- (2) Second offense. Any person ticketed for a prohibited activity noted in subsection (c) of this section as a second offense may also be issued an order of no trespass prohibiting the recipient from entering the Church Street Marketplace District for a period of up to ninety (90) days, commencing immediately upon said issuance.
- (3) Third and subsequent offense. Any person ticketed for a prohibited activity noted in subsection (c) of this section as a third or subsequent offense may also be issued an order of no trespass prohibiting the recipient from entering the Church Street Marketplace District for a period of up to one (1) year commencing immediately upon said issuance.
- (4) Hearing procedure and staying of order of no trespass.
 - a. Recipients of an order of no trespass issued pursuant to subsections (d)(2) and (3) of this section may appeal said order to a hearing panel designated by the Church Street Marketplace commission pursuant to the procedure detailed below. Any such appeal shall stay the order of no trespass pending the hearing and written decision of the hearing panel.
 - b. Any individual subject to the trespass provisions of subsection (d)(1), (2), or (3) of this section may request in writing that a hearing panel of the Church Street Marketplace commission hold a public hearing for the purpose of challenging the issuance of the order of no trespass and/or to request a waiver to access the Church Street Marketplace District for purpose of work, residence, access to government services, the exercise of constitutionally protected activities, and/or for any other good reason as determined by a hearing panel.
 - c. Recipients shall have thirty (30) days from the date of issuance of an order of no trespass to request a hearing. Requests shall be sent to the executive director of the marketplace commission at 2 Church Street, Suite 2A, Burlington, VT 05401-4457.
 - d. If a hearing is requested, the hearing shall be scheduled within ten (10) calendar days of receipt of the request, and a written notice of the hearing shall be sent to the recipient at least seven (7) calendar days prior to the hearing.

ORIGINAL

AN ORDINANCE
IN RELATION TO

Introduced by

Councilor

Read in City Council first time

_____, 20_____.

Attest,

_____, Clerk.

Rules suspended, and ordinance placed in all stages of passage.

_____, 20_____.

Attest,

_____, Clerk.

Read in City Council second time

_____, 20_____.

Attest,

_____, Clerk.

Passed in City Council at meeting held

_____, 20_____.

Attest,

_____, Clerk.

Approved

_____, 20_____.

_____, Mayor.

I, _____, City Clerk of the City of Burlington and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has been duly published according to Law and the Charter of the City, and in compliance with said Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day,

namely the _____ day of _____, 20_____.

Adopted _____ Published _____ Effective _____, City Clerk

Distribution

I hereby certify that this Ordinance has been sent to the following department(s) on _____

Attest:

* * * * *

* * * * *

- 376
- 377 e. The hearing panel shall consist of three (3) people designated by the Church Street Marketplace
- 378 commission or its designee, and be comprised of one (1) representative from the business
- 379 community, one (1) representative from the social services community, and one (1)
- 380 representative from the general public.
- 381
- 382 f. The hearing panel shall allow for oral and/or written testimony and evidence from the recipient
- 383 of the order of no trespass, the issuing city official/~~police~~-officer, and any other witnesses
- 384 requesting to be heard.
- 385
- 386 g. The hearing panel shall issue a written decision within ten (10) calendar days of the hearing.
- 387
- 388
- 389
- 390

391 * Material stricken out deleted.

392 ** Material underlined added.

393

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397 KS/Ordinances 2024/BCO 21-45 – 21-49, Trespass

398 November 15, 2024

ORIGINAL

AN ORDINANCE

IN RELATION TO

BURLINGTON CODE OF ORDINANCES-Sections 21-45

- 21 - 49 Trespass

Introduced by

Bradley K. Kuenberger Ordinance Committee

Read in City Council first time

December 18, 2023

Attest,

Bradley K. Kuenberger, Clerk.

Rules suspended, and ordinance placed in all stages of passage.

_____, 20____.

Attest,

_____, Clerk.

Read in City Council second time

November 18, 2024

Attest,

Bradley K. Kuenberger, Clerk.

Passed in City Council at meeting held

November 18, 2024.

Attest,

Bradley K. Kuenberger, Clerk.

Approved

Nov 19, 2024

Clayton S. [Signature], Mayor.

I, DOF Bradley Kuenberger, City Clerk of the City of Burlington and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has been duly published according to Law and the Charter of the City, and in compliance with said Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ Wednesday _____ day,

namely the _____ 27th _____ day of November _____, 20____.

Adopted _____ 11/18/24 Published _____ 11/27/24 Effective _____ 12/18/24

Bradley K. Kuenberger, DOF
City Clerk

Distribution

I hereby certify that this Ordinance has been sent to the following department(s) on _____

Attest:

* * * * *

* * * * *

Resolution Relating to

PRIVATE TRESPASS POLICY

RESOLUTION 8.9

Sponsor(s): Ordinance Committee

Introduced: 11/18/24

Referred to:

Action: adopted

Date: 11/18/24

Signed by Mayor: 11/19/24

CITY OF BURLINGTON

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

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

1 That WHEREAS, the City Council Ordinance Committee has been reviewing proposed changes to the
2 City's trespass ordinance; and

3 WHEREAS, the Committee received questions and comments regarding the process for issuing a
4 trespass notice on private property; and

5 WHEREAS, the Burlington Police Department (BPD) does not currently have a written public policy
6 regarding the issuance of trespass notices on private property; and

7 WHEREAS, concerns have been raised by businesses and other private property owners regarding the
8 ability to obtain assistance with trespassing individuals off their properties; and

9 WHEREAS, certain questions have been raised by BPD; and

10 WHEREAS, the Ordinance Committee has reviewed this matter and recommends that the City Council
11 request BPD to work with the City Attorney's Office and establish policies regarding trespass on private
12 property;

13 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby requests BPD to review and
14 revise its policies regarding trespass on private property to establish a clear system where BPD is able to issue
15 trespass notices on private property, working with the City Attorney's Office on the drafting to help address
16 concerns raised; and

17 BE IT FURTHER RESOLVED, that BPD shall clarify the process for issuing a trespass on private
18 properties, including a communication with contact information and forms and other necessary documents to
19 be available on the BPD's website, including a communication for the public that clarifies the process and
20 providing any documents needed to start the process, including a list of who besides property owners are able
21 to trespass and how process achieved and contact information; and

22 BE IT FURTHER RESOLVED that while drafting the policies/directives, BPD shall review Seattle's
23 model for guidance and the policy that is developed should reflect the new authority given in the ordinance to
24 a variety of city employees and how that works in the protocol and how we are communicating that to public,
25 include private security issuing notice; and

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20.....
..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

* * * * *

BE IT FURTHER RESOLVED that the BPD shall report back to the Ordinance Committee by January 15, 2025 with a copy of the report to the full city council (as a communication on consent), and sent directly to the Public Safety Committee.

*Materials underlined added

**Materials stricken deleted

KS/Resolutions 2024/Private Trespass Policy
11/15/24

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

Private Trespass Policy

.....

Adopted by the City Council

November 18, 2024

[Signature] Clerk

Approved Nov 19, 2024

[Signature] Mayor

Attest:

Vol. Page

* * * * *



To: City Council
Board of Finance

From: Ben Traverse, City Council President

CC: Mayor Emma Mulvaney-Stanak
Kara Alnasrawi, Director of Business & Workforce Development
Katherine Schad, Chief Administrative Officer
Jon Murad, Chief of Police
Joe Corrow, BPOA President

Date: November 18, 2024

Re: Authorizing Expanded Downtown Security Services

Background:

Burlington's business community, local residents, and other visitors to our downtown continue to express serious concerns for our community safety. The City Council acknowledged these concerns via resolution passed earlier this year regarding a potential public safety hub, authorizing its Public Safety Committee to engage the downtown community on how community safety personnel can better establish a physical presence downtown.

A common thread among raised concerns is a desire for a greater presence of police personnel downtown, particularly as our business community enters the holiday shopping season, which local businesses have highlighted as a vital time for meeting annual sales goals. Unfortunately, due to chronic short staffing, recruitment issues, and a need to address higher priority calls on a citywide basis, our police officers are limited in their ability to maintain downtown patrols on their regular schedules.

In recent years, the City has addressed downtown safety concerns through, among other initiatives, securing third-party public safety resources through the Vermont State Police, Chittenden County Sheriff's Office, and private security companies. Officers of the Burlington Police Department have also enjoyed past opportunities to staff special City events and provide expanded security services downtown, including through a December 3, 2023 contract between the Church Street Marketplace (CSM) and Burlington Police Officers' association (BPOA), a copy of which is included with this memorandum.

Request:

In response to concerns raised by local businesses, Burlington residents, and downtown visitors, the City Council is requested to authorize Director Alnasrawi, on behalf of the CSM, to enter into a new contract with the BPOA to provide security services totaling \$60,000 on terms and

conditions outlined in this memorandum. This contract will be funded by transferring \$60,000 to the CSM from the Burlington Police Department (BPD) FY25 budget for police salaries.

The security services shall begin on November 24, 2024 and continue until January 1, 2025. The contract shall allow for a team of two (2) uniformed officers to provide security in the form of patrol for the CSM and the block east and west (including City Hall Park, the Downtown Transit Center, and the Marketplace garage), and these services shall also be authorized to respond as necessary to security concerns as far east as South Union Street (including the Fletcher Free Library and portions of Buell Street) and as far west as Battery Street (including the area surrounding Downtown BHS).

The hours for these security services may be posted in irregular shifts no longer than five hours to accommodate police officers arriving before or starting immediately after their regular day, evening, or midnight shift. For each shift interval, two (2) shifts will be posted in tandem so as to accommodate a team of two (2) uniformed officers.

Prior to commencing security services under this contract, the BPOA shall provide the CSM clear information on how officers on patrol should be contacted for non-emergency services. Officers providing security services under this contract should be further encouraged to use this as an opportunity to proactively engage and further develop positive relationships with local businesses and community members.

Recommended Board of Finance Motion:

To recommend that the City Council approve and authorize the Chief Administrative Officer to make a FY25 budget adjustment that transfers \$60,000 to the CSM from the BPD FY25 budget for police salaries, and to authorize the Director of Business & Workforce Development to enter into a contract between the CSM and BPOA for security services to be provided under the terms and conditions set forth in this memorandum.

Recommended City Council Motion:

To approve and authorize the Chief Administrative Officer to make a FY25 budget adjustment that transfers \$60,000 to the CSM from the BPD FY25 budget for police salaries, and to authorize the Director of Business & Workforce Development to enter into a contract between the CSM and BPOA for security services to be provided under the terms and conditions set forth in this memorandum.

BURLINGTON POLICE OFFICERS ASSOCIATION AGREEMENT

This Agreement made this 3rd day of December 2023, by and between the Burlington Police Officers' Association, hereinafter referred to as the "Association", and the Church Street Marketplace, a partnership/corporation duly organized and existing under the laws of the State of Vermont, with a place at business at 131 Church Street Suite 209 Burlington, VT 05401, hereinafter referred to as "Company".

WITNESSETH:

WHEREAS, Company wishes to employ the services of off-duty City of Burlington Police Officers; and

WHEREAS, Association has available to it the services of off-duty City of Burlington Police Officers, hereinafter referred to as "officers";

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained, Company and Association agree as follows:

Association shall make available to Company **the following** off-duty uniformed Burlington Police Officer(s) to provide the following security services:

From December 5th, 2023 to January 1st, 2024 one (1) uniformed police officer will provide security in the form of patrol for the Marketplace and the block East and West (including City Hall Park) from the hours of 1200-0000 hours. The hours maybe posted in irregular shifts to accommodate day, evening, and midnight shift officers.

1. The Association cannot force officers to cover overtime jobs. In the chance that no one signs up for this security service, it can go uncovered. But all efforts will be made to fill the position.
2. The officers are to be guided by the rules, policies, procedures and regulations of the Burlington Police Department. In the event of a conflict between directives of Company and rules, policies, procedures and regulations of the Burlington Police Department, the latter shall control.
3. Association shall provide the Company with officers with uniforms and equipment, including sidearms, belt, holster, and badges without cost to the Company. Further, Company shall not be responsible for social security benefits, workers' compensation benefits, or unemployment taxes of the officers provided by the Association.
4. For the services specified in this Agreement, **Company shall pay Association the sum of \$85.00 per hour per officer.**

Payment is due and payable and shall be made in full within thirty (30) days of date of billing ("due date") at the office of the following:

Burlington Police Department
ATTN: Payroll
One North Avenue
Burlington, VT 05401

Interest shall accrue at the rate of twelve percent (12%) per annum on any payments not made by the due date.

Said Company may cancel contract prior to 5:00 P.M. on the day previous to the scheduled security service. Otherwise, **Company agrees to a minimum compensation of three hours pay for each officer scheduled to provide security.**

5. Company agrees to indemnify and hold the City of Burlington ("City") harmless for any and all claims, to include claims for bodily injury, property damage, or wrongful death that may arise from the actions of officers within the scope of services to be performed pursuant to this Agreement. The Company agrees to provide the City with proof of insurance coverage (i.e. a certificate of insurance or equivalent documentation) which states adequate proof of coverage for the activities and time period covered by this Agreement. Additionally, the Company agrees that it shall be liable to the City for any cost it incurs, including attorney's fees, in defending against any such actions. A Company will only be required to provide such proof of insurance once during every coverage period. However, the Company is required to notify the City if its insurance coverage during the policy period for which coverage has been represented to the City is cancelled, altered, or limited in any way.

6. Company acknowledges and assumes the risk of injury to its employees and its property in connection with the actions of officers within the scope of services to be performed pursuant to this Agreement, and Company agrees that if any loss occurs to its employees or its property that it will make no claim whatsoever against Association or the City of Burlington or any of their officers, employees, agents, or representatives.

7. The parties intend that an independent contractor-employer relationship will be created by this Agreement. Company is interested only in the results to be achieved and the conduct and control of the work will lie solely with the Association. Association is not to be considered an agent or employee of Company for any purpose, and the officers are not entitled to any of the benefits that the Company provides for Company's employees.

8. The Company understands that the City maintains the right to cancel the scope or period of work to be performed under this Agreement due to City Police Departmental emergencies, as determined by the City.

8. The Company understands that the City maintains the right to cancel the scope or period of work to be performed under this Agreement due to City Police Departmental emergencies, as determined by the City.

9. This Agreement and any amendments thereto shall not be binding on either party until they have been approved by the Chief of Police and signed by the Chief of Police.

PLEASE FILL IN BILLING INFORMATION BELOW:

The Church Street Marketplace.

Attn: Samantha McGinnis

131 Church Street Suite 209

Burlington, VT 05401

IN WITNESS WHEREOF, the parties have caused these presents to be executed by themselves or by their respective officer or representative thereunto duly authorized, the day and year first above written.

IN PRESENCE OF:

Samantha McGinnis

Witness (Sign)

Samantha McGinnis

Witness (Print)

Kara Alnasrawi

Duly Authorized Agent for
Company (Sign)

Kara Alnasrawi

Duly Authorized Agent (Print)

APPROVED BY:

Agent for Chief of Police City of Burlington

Date

Resolution Relating to

MARCH 4, 2025 ANNUAL CITY MEETING – CHARTER
CHANGE RE: BAN ON FIREARMS IN ANY
ESTABLISHMENT WITH A LIQUOR LICENSE

RESOLUTION _____

Sponsor(s): __Bergman,
Traverse_____
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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

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

1 That WHEREAS, at the March 4, 2014 Annual City Meeting, the voters of the City of Burlington voted by
2 a margin of 68% to 32% in favor of a Charter change to ban possession of firearms in any establishment with
3 a first class liquor license; and

4 WHEREAS, the General Assembly did not take action to approve the proposed Charter change
5 respecting guns in bars; and

6 WHEREAS, gun violence continues to end, maim, and negatively impact human lives in our City,
7 including a homicide on August 23, 2024, involving a gun carried into a downtown bar by the alleged
8 assailant; and

9 WHEREAS, without a change to state law or a Charter amendment, 24 V.S.A. § 2295 prevents the
10 City from adopting a ban on firearms at establishments with first class liquor licenses; and

11 WHEREAS, at its September 9, 2024 meeting, the City Council adopted a resolution that, among other
12 matters, called upon the General Assembly to adopt the voter approved Charter change respecting guns in
13 bars, and to take other actions to prevent violence in our community and statewide; and

14 WHEREAS, the City Council renews its call and encourages the General Assembly not only to adopt
15 the voter approved Charter change, but also to adopt statewide legislation prohibiting firearms in
16 establishments with liquor licenses or authorizing any Vermont municipality to enact such a prohibition by
17 ordinance; and

18 WHEREAS, the City Council desires to place the 2014 Charter change on the ballot to provide the
19 community the opportunity to express its commitment to the proposal a second time;

20 NOW, THEREFORE, BE IT RESOLVED that the City Council approves the proposed Charter
21 amendment attached hereto as Attachment A, which was previously placed before voters in 2014, and requests
22 that the Mayor warn the question therein and place it on the ballot for the Annual City Meeting to be held on
23 March 4, 2025, and that the City Clerk set public hearings on this question in accordance with § 303 of the
24 City Charter and 17 V.S.A. § 2645, said hearings to be warned for the 15th and 21st of January, 2025, or
25 otherwise as soon as necessary or convenient and in accordance with applicable law.

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*er/ Resolutions 2024/Charger Change re firearms in bars
November 12, 2024*

MARCH 4, 2014 ANNUAL CITY MEETING

**PROPOSED CHARTER CHANGE RE BAN ON FIREARMS IN ANY
ESTABLISHMENT WITH A LIQUOR LICENSE
—Article 99, Section 510**

Shall the Charter of the City of Burlington, Acts of 1949, No. 298 as amended be further amended to add Article 99. General Weapons Requirements Sec. 510 entitled “Ban on Firearms in Any Establishment with a First Class Liquor License” thereto to read as follows:

Sec. 510. Ban on Firearms in Any Establishment with a First Class Liquor License.

- (a) This act expressly supersedes 24 V.S.A. §§ 2291(8) & 2295 and authorizes the City of Burlington to regulate the possession and carrying of firearms in the manner indicated below.
- (b) Ban. Within the City of Burlington, no person may carry or possess a firearm, as defined by Section 4016(a)(3) of Chapter 13 of the Vermont Statutes Annotated, in any building or on any real property or parking area under the ownership or control of an establishment licensed to serve alcohol on its premises.
- (c) Exceptions. This provision shall not apply to
 - (1) any federal, state, or local law enforcement officer acting within the scope of that officer’s official duties;
 - (2) any member of the armed forces of the United States or the Vermont National Guard acting within the scope of that person’s military duties;
 - (3) any government officer, agent, or employee authorized to carry a weapon and acting within the scope of that officer’s duties;
 - (4) the owner or operator of such establishment, as long as that person is not prohibited from possessing or carrying that weapon under any other federal, state, or local law.
- (d) The penalty for any violation of this section shall be as follows:
 - (1) Criminal Offense. Any violation of this Article may be considered a criminal offense, which shall be punishable by a fine of no more than \$1,000 and/or by imprisonment for not more than ninety (90) days.

- (2) Civil Offense. Any violation of this Article may also be considered a civil ordinance violation punishable by a fine of no less than \$200 and no more than \$500 and civil forfeiture of the weapon as provided below.
- (3) Forfeiture. Upon probable cause that a person is in violation of this provision, a law enforcement officer may seize the weapon involved in the violation. The person from whom the weapon is seized, or the owner of the weapon (if different), may appeal the forfeiture of the weapon within thirty (30) days of the seizure to the Vermont Superior Court, Civil Division, pursuant to Chapter 102 of Title 12 of the Vermont Rules of Civil Procedure and Rule 74 of the Vermont Rules of Civil Procedure. In any appeal, the burden of proof shall rest upon the City to establish the violation by a preponderance of the evidence. If the City fails to establish the required burden of proof, the items shall be returned to the person from whom they were seized. If no appeal is taken within thirty days, or if the City prevails in the superior court proceedings, the items so seized shall become the property of the City of Burlington.

* Material underlined added.

Resolution Relating to

MARCH 4, 2025 ANNUAL CITY MEETING – CHARTER
CHANGE RE: BAN ON FIREARMS IN ANY
ESTABLISHMENT WITH A LIQUOR LICENSE

RESOLUTION

Sponsor(s): Councilor Bergman
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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

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

1 That WHEREAS, at the March 4, 2014 Annual City Meeting, the voters of the City of Burlington voted by
2 a margin of 68% to 32% in favor of a Charter change to ban possession of firearms in any establishment with
3 a first class liquor license; and

4 WHEREAS, in the more than one decade since, the General Assembly still has not taken action to
5 approve the proposed Charter change respecting guns in bars; and

6 WHEREAS, during the same election, voters approved two other changes to the Charter to address gun
7 safety, which were not adopted by the General Assembly, but the substance of which has since been addressed
8 by statutes of statewide application; and

9 WHEREAS, gun violence continues to end, maim, and negatively impact human lives in our City,
10 including a homicide on August 23, 2024, involving a gun carried into a downtown bar by the alleged
11 assailant; and

12 WHEREAS, without a change to state law or a Charter amendment, 24 V.S.A. § 2295 prevents the
13 City from adopting a ban on firearms at establishments with first class liquor licenses; and

14 WHEREAS, at its September 9, 2024 meeting, the City Council adopted a resolution that, among other
15 matters, called upon the General Assembly to adopt the voter approved Charter change respecting guns in
16 bars, and to take other actions to prevent violence in our community and statewide; and

17 WHEREAS, the City Council renews its call and encourages the General Assembly not only to adopt
18 the voter approved Charter change, but also to adopt statewide legislation prohibiting firearms in
19 establishments with liquor licenses or authorizing any Vermont municipality to enact such a prohibition by
20 ordinance; and

21 WHEREAS, the City Council desires to place the 2014 Charter change on the ballot to provide the
22 community the opportunity to express its commitment to the proposal a second time, in hopes of spurring
23 action in the General Assembly;

24 NOW, THEREFORE, BE IT RESOLVED that the City Council approves the proposed Charter
25 amendment attached hereto as Attachment A, which was previously placed before voters in 2014, and requests

26 that the Mayor warn the question therein and place it on the ballot for the Annual City Meeting to be held on
27 March 4, 2025, and that the City Clerk set public hearings on this question in accordance with § 303 of the
28 City Charter and 17 V.S.A. § 2645, said hearings to be warned for the 15th and 21st of January, 2025, or
29 otherwise as soon as necessary or convenient and in accordance with applicable law.

30

31

32

33

er/ Resolutions 2024/Charger Change re firearms in bars
November 12, 2024

MARCH 4, 2014 ANNUAL CITY MEETING

**PROPOSED CHARTER CHANGE RE BAN ON FIREARMS IN ANY
ESTABLISHMENT WITH A LIQUOR LICENSE
—Article 99, Section 510**

Shall the Charter of the City of Burlington, Acts of 1949, No. 298 as amended be further amended to add Article 99. General Weapons Requirements Sec. 510 entitled “Ban on Firearms in Any Establishment with a First Class Liquor License” thereto to read as follows:

Sec. 510. Ban on Firearms in Any Establishment with a First Class Liquor License.

- (a) This act expressly supersedes 24 V.S.A. §§ 2291(8) & 2295 and authorizes the City of Burlington to regulate the possession and carrying of firearms in the manner indicated below.
- (b) Ban. Within the City of Burlington, no person may carry or possess a firearm, as defined by Section 4016(a)(3) of Chapter 13 of the Vermont Statutes Annotated, in any building or on any real property or parking area under the ownership or control of an establishment licensed to serve alcohol on its premises.
- (c) Exceptions. This provision shall not apply to
 - (1) any federal, state, or local law enforcement officer acting within the scope of that officer’s official duties;
 - (2) any member of the armed forces of the United States or the Vermont National Guard acting within the scope of that person’s military duties;
 - (3) any government officer, agent, or employee authorized to carry a weapon and acting within the scope of that officer’s duties;
 - (4) the owner or operator of such establishment, as long as that person is not prohibited from possessing or carrying that weapon under any other federal, state, or local law.
- (d) The penalty for any violation of this section shall be as follows:
 - (1) Criminal Offense. Any violation of this Article may be considered a criminal offense, which shall be punishable by a fine of no more than \$1,000 and/or by imprisonment for not more than ninety (90) days.

- (2) Civil Offense. Any violation of this Article may also be considered a civil ordinance violation punishable by a fine of no less than \$200 and no more than \$500 and civil forfeiture of the weapon as provided below.
- (3) Forfeiture. Upon probable cause that a person is in violation of this provision, a law enforcement officer may seize the weapon involved in the violation. The person from whom the weapon is seized, or the owner of the weapon (if different), may appeal the forfeiture of the weapon within thirty (30) days of the seizure to the Vermont Superior Court, Civil Division, pursuant to Chapter 102 of Title 12 of the Vermont Rules of Civil Procedure and Rule 74 of the Vermont Rules of Civil Procedure. In any appeal, the burden of proof shall rest upon the City to establish the violation by a preponderance of the evidence. If the City fails to establish the required burden of proof, the items shall be returned to the person from whom they were seized. If no appeal is taken within thirty days, or if the City prevails in the superior court proceedings, the items so seized shall become the property of the City of Burlington.?

* Material underlined added.

Resolution Relating to

MARCH 4, 2025 ANNUAL CITY MEETING – CHARTER
CHANGE RE: BAN ON FIREARMS IN ANY
ESTABLISHMENT WITH A LIQUOR LICENSE

RESOLUTION 8.11

Sponsor(s): Bergman, Traverse

Introduced: 11/18/24

Referred to: _____

Action: adopted

Date: 11/18/24

Signed by Mayor: 11/19/24

CITY OF BURLINGTON

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

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

1 That WHEREAS, at the March 4, 2014 Annual City Meeting, the voters of the City of Burlington voted by
2 a margin of 68% to 32% in favor of a Charter change to ban possession of firearms in any establishment with
3 a first class liquor license; and

4 WHEREAS, the General Assembly did not take action to approve the proposed Charter change
5 respecting guns in bars; and

6 WHEREAS, gun violence continues to end, maim, and negatively impact human lives in our City,
7 including a homicide on August 23, 2024, involving a gun carried into a downtown bar by the alleged
8 assailant; and

9 WHEREAS, without a change to state law or a Charter amendment, 24 V.S.A. § 2295 prevents the
10 City from adopting a ban on firearms at establishments with first class liquor licenses; and

11 WHEREAS, at its September 9, 2024 meeting, the City Council adopted a resolution that, among other
12 matters, called upon the General Assembly to adopt the voter approved Charter change respecting guns in
13 bars, and to take other actions to prevent violence in our community and statewide; and

14 WHEREAS, the City Council renews its call and encourages the General Assembly not only to adopt
15 the voter approved Charter change, but also to adopt statewide legislation prohibiting firearms in
16 establishments with liquor licenses or authorizing any Vermont municipality to enact such a prohibition by
17 ordinance; and

18 WHEREAS, the City Council desires to place the 2014 Charter change on the ballot to provide the
19 community the opportunity to express its commitment to the proposal a second time;

20 NOW, THEREFORE, BE IT RESOLVED that the City Council approves the proposed Charter
21 amendment attached hereto as Attachment A, which was previously placed before voters in 2014, and requests
22 that the Mayor warn the question therein and place it on the ballot for the Annual City Meeting to be held on
23 March 4, 2025, and that the City Clerk set public hearings on this question in accordance with § 303 of the
24 City Charter and 17 V.S.A. § 2645, said hearings to be warned for the 15th and 21st of January, 2025, or
25 otherwise as soon as necessary or convenient and in accordance with applicable law.

26 ER/ Resolutions 2024/Charger Change re firearms in bars
27 November 12, 2024

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

March 4, 2025 Annual City Meeting-Charter Change Re; Ban On Firearms In Any
Establishment With A Liquor License.

.....

Adopted by the City Council

November 18, 2024

Bethy... Clerk

Approved Nov 19, 2024

[Signature] Mayor

Attest:

Vol. Page

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MARCH 4, 2014 ANNUAL CITY MEETING

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