



## Board of Finance

**Monday, June 16, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor**

Join from PC, Mac, iPad, or Android:

<https://zoom.us/j/98835686156>

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### 1. Agenda

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<b>Subject</b>	<b>1.1. Motion to adopt agenda</b>
Meeting	June 16, 2025 - Board of Finance Meeting - Monday, June 16, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda

### 2. Public Forum

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<b>Subject</b>	<b>2.1. Verbal Comments</b>
Meeting	June 16, 2025 - Board of Finance Meeting - Monday, June 16, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	2. Public Forum
Department	Council and Board

Type	Procedural Action
Recommended Action	open Public Forum close Public Forum

### 3. Consent Agenda

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<b>Subject</b>	<b>3.1. Motion to adopt the consent agenda and take the actions indicated</b>
Meeting	June 16, 2025 - Board of Finance Meeting - Monday, June 16, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural

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

<b>Subject</b>	<b>3.2. June 2, 2025 Board of Finance Meeting Minutes - C/T</b>
Meeting	June 16, 2025 - Board of Finance Meeting - Monday, June 16, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Minutes

Recommended Action approve the minutes

<b>Subject</b>	<b>3.3. Recertification of the FY24 City of Burlington Waterfront TIF District Report to the Vermont Economic Progress Council (VEPC) - C/T</b>
Meeting	June 16, 2025 - Board of Finance Meeting - Monday, June 16, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)

Recommended Action to accept the staff report

<b>Subject</b>	<b>3.4. Resolution: Approving Obtaining Standby Letter(s) Of Credit For The City's Workers' Compensation Program - C/T</b>
Meeting	June 16, 2025 - Board of Finance Meeting - Monday, June 16, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda

Department	Clerk/Treasurer's Office
Type	Action (Consent) Resolution
Recommended Action	to approve and recommend that Council approve the attached resolution
<b>Subject</b>	<b>3.5. Industrial Pollution Prevention Program Project Amendment Authorization to Execute and Amended Engineering Services Agreement - DPW/Water Resources</b>
Meeting	June 16, 2025 - Board of Finance Meeting - Monday, June 16, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent)
Recommended Action	1. "To approve and authorize the Director of Public Works to execute an engineering services contract amendment with Hoyle, Tanner & Associates for \$27,906, subject to review and approval by the City Attorney." 2. To approve and authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments in substantial conformance with this request.
<b>Subject</b>	<b>3.6. Ledgewood Circle Street Acceptance - DPW</b>
Meeting	June 16, 2025 - Board of Finance Meeting - Monday, June 16, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council waive the reading and approve the resolution accepting the street segment know as Ledgewood Circle, as show in Ex D, subject to review and approval by the City Attorney's Office of any instruments required to effectuate the transactions contemplated hereby

#### **4. Deliberative Agenda**

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<b>Subject</b>	<b>4.1. Request to execute a Non-Aeronautical Facility Lease Agreement with Beta Technologies for an industrial building located at 25 Customs Drive - Airport</b>
Meeting	June 16, 2025 - Board of Finance Meeting - Monday, June 16, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Airport
Type	Action

Recommended Action to approve and recommend that the City Council authorize the Mayor of the City of Burlington to execute the Non-aeronautical Facility lease agreement, subject to final review and approval by the City Attorney's Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby

**Subject 4.2. Re-classification of the Housing Program Specialist in CEDO - CEDO**

Meeting June 16, 2025 - Board of Finance Meeting - Monday, June 16, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Community & Economic Development Office (CEDO)

Type Action

Recommended Action to approve and recommend that the City Council approve and authorize the reclassification of the Housing Programs Specialist, a regular, full-time, non-exempt, AFSCME, Grade 17 position to a regular, full-time, non-exempt, AFSCME, Grade 18 position in the Community & Economic Development Office

**Subject 4.3. Creation of Limited Service Interim Deputy Chief of Operations Position - Police**

Meeting June 16, 2025 - Board of Finance Meeting - Monday, June 16, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Police Department

Type Action

Recommended Action to approve the creation of an Interim Deputy Chief of Operations, a Limited Service, Non-union, Full-time, Exempt position in the Police Department, with a paygrade on the PUPS scale at the Deputy Chief grade

**Subject 4.4. DPW - Technical Services Reorganization**

Meeting June 16, 2025 - Board of Finance Meeting - Monday, June 16, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Public Works Department

Type Action

Recommended Action Board of Finance Motion:  
To recommend that City Council approve the:  
 Elimination of the vacant Senior Public Works Engineer position, a Regular, Full-time, Exempt, Non-Union, Grade 22 role in the Technical Services Division of the Department of Public Works.  
 Creation of a Public Works Transportation Engineer position, a Regular, Full-time, Exempt, Non-Union, Grade 21 role in the Technical Services Division of the Department of Public Works.  
 Retitling of the Senior Planner position and associated job description updates, a Regular, Full-time, Exempt, Non-Union, Grade 22 role, to Senior Transportation

Engineer & Planner a Regular, Full-time, Exempt, Non-Union, Grade 22 role in the Technical Services Division of the Department of Public Works.

**Subject** **4.5. Authorization For Up to \$2,192,700 Step II Loan From Vermont Clean Water State Revolving Fund And For Amended Engineering Contract With Wright Pierce For Up To \$2,192,700 For Main Wastewater Plant Improvements (Stage 1) - DPW/Water Resources**

Meeting June 16, 2025 - Board of Finance Meeting - Monday, June 16, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Public Works Department - Water Resources

Type Action  
Resolution

Recommended Action to approve and recommend that the City Council adopt the attached resolution authorizing a Step II \$2,192,700 amended loan from the Vermont Clean Water State Revolving fund and a \$2,192,700 amended contract with Wright-Pierce for the Stage 1 Main Wastewater Plant Improvements project as more specifically set forth in the attached resolution

**Subject** **4.6. Authorization For Burlington Electric Department Revenue Refunding Bonds - Electric**

Meeting June 16, 2025 - Board of Finance Meeting - Monday, June 16, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Burlington Electric Department

Type Action

Recommended Action The Burlington Electric Department ("BED") respectfully requests Board and Council approval of the attached Resolution prepared by the City's bond counsel, Paul, Frank & Collins, authorizing (1) the refunding of certain BED revenue bonds and (2) the reimbursement of up to \$5 million in capital expenditures with the proceeds of the to-be issued tax-exempt Net Zero Energy & Grid Reliability revenue bonds authorized by voters in November, 2024.

## 5. Adjournment

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**Subject** **5.1. Motion to adjourn**

Meeting June 16, 2025 - Board of Finance Meeting - Monday, June 16, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 5. Adjournment

Department Council and Board

Type Action  
Procedural

Recommended Action Motion to adjourn



**BURLINGTON BOARD OF FINANCE  
BUSHOR CONFERENCE ROOM, 149 CHURCH STREET, 1ST FLOOR  
MINUTES OF MEETING  
June 2, 2025**

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## **1. Agenda**

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### **1. Agenda**

Mayor Mulvaney-Stanak convened the meeting at 4:46 pm.

Members present: Mayor Mulvaney-Stanak, CAO Schad, Councilors Barlow, Carpenter and City Council President Traverse (all in person); Councilor Neubieser (online)

<b>Subject</b>	<b>1.1. Motion to adopt agenda</b>
Meeting	June 2, 2025 - Board of Finance Meeting - Monday, June 2, 2025, 4:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural

Recommended Action    Motion to adopt agenda

#### **1.1. Motion to adopt agenda**

Motion made by City Council President Traverse, seconded by Councilor Carpenter, to adopt the agenda as presented. Motion passed unanimously.

## **2. Public Forum**

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### **2. Public Forum**

<b>Subject</b>	<b>2.1. Verbal Comments</b>
Meeting	June 2, 2025 - Board of Finance Meeting - Monday, June 2, 2025, 4:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	2. Public Forum
Department	Council and Board
Type	Action Procedural

Recommended Action    open Public Forum  
                                  close Public Forum

### 2.1. Verbal Comments

Andrea Vietz: Heineberg Center CORE needs transportation and food access

Sharon Bushor: regional programs \$2,500; American Red Cross/VNA ask (\$121k - ish); impact fees-agree to fund water and wastewater; transportation has other funding sources/we have other capital money freed up for other sources/5 year capital plan?

## 3. Consent Agenda

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### 3. Consent Agenda

**Subject                                    3.1. Motion to adopt the consent agenda and take the actions indicated**

Meeting                                    June 2, 2025 - Board of Finance Meeting - Monday, June 2, 2025, 4:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category                                    3. Consent Agenda

Department                                Council and Board

Type                                         Action (Consent)  
  Procedural

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

#### 3.1. Motion to adopt the consent agenda and take the actions indicated

Motion made by Councilor Carpenter, seconded by Councilor Barlow, to adopt the consent agenda as presented and take the actions indicated. Motion passed unanimously.

City Council President Traverse made a motion to move Impact Fee Resolution (consent agenda item 3.11) to the Deliberative Agenda--he withdrew the motion--

**Subject                                    3.2. May 5, 2025 Special Board of Finance Meeting Minutes - C/T**

Meeting                                    June 2, 2025 - Board of Finance Meeting - Monday, June 2, 2025, 4:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category                                    3. Consent Agenda

Department                                Clerk/Treasurer's Office

Type                                         Action (Consent)  
  Information  
  Minutes

Recommended Action    approve the minutes

#### 3.2. May 5, 2025 Special Board of Finance Meeting Minutes - C/T

**Subject                                    3.3. May 19, 2025 Board of Finance Meeting Minutes - C/T**

Meeting                                    June 2, 2025 - Board of Finance Meeting - Monday, June 2, 2025, 4:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda  
Department Clerk/Treasurer's Office  
Type Information Minutes

Recommended Action approve the minutes  
3.3. May 19, 2025 Board of Finance Meeting Minutes - C/T

**Subject 3.4. 1) Award of South End Pump Station and Force Main Preliminary Engineering Report Consultant Contract and 2) Amendment of previous Pre-Design Callahan CSO Storage Tank contract - DPW/Water Resources**  
Meeting June 2, 2025 - Board of Finance Meeting - Monday, June 2, 2025, 4:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda  
Department Public Works Department - Water Resources  
Type Action (Consent)

Recommended Action 1. "To approve and recommend that the City Council authorize the Director of Public Works, Chapin Spencer, to execute a contract with Hoyle, Tanner for total contract amount of \$307,896 for the South End Pump Station and Force Main Preliminary Engineering Report, subject to the review by the City Attorney."  
2. "To approve and recommend that the City Council authorize the Director of Public Works, Chapin Spencer, to execute an amended contract with Hoyle, Tanner for total contract amount of \$354,735 for the Callahan CSO Storage Tank Preliminary Engineering Report, subject to the review by the City Attorney."

3.4. 1) Award of South End Pump Station and Force Main Preliminary Engineering Report Consultant Contract and 2) Amendment of previous Pre-Design Callahan CSO Storage Tank contract - DPW/Water Resources

**Subject 3.5. Council Table at Juneteenth Event - Melo Grant, Central District City Councilor**  
Meeting June 2, 2025 - Board of Finance Meeting - Monday, June 2, 2025, 4:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda  
Department Council and Board  
Type Action (Consent)

Recommended Action to approve and recommend that the City Council approve the expenditure of \$250 in Council Initiative Funds to pay for a table at this year's Juneteenth event to be used for council member engagement

3.5. Council Table at Juneteenth Event - Melo Grant, Central District City Councilor

**Subject** **3.6. Request to Execute a Contract with Pike Industries, Inc. (Pike) for the Taxiway C/G Rehabilitation Project, to accept and execute a Federal Aviation Administration (FAA) Grant for the Taxiway C/G Rehabilitation Project - Airport**

Meeting June 2, 2025 - Board of Finance Meeting - Monday, June 2, 2025, 4:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Airport

Type Action (Consent)

Recommended Action

1. "To approve and recommend that the City Council authorize the Director of Aviation execute a contract with Pike Industries Inc. in the amount of up to \$2,625,845.00 for the construction of TW C/G Rehabilitation Project, subject to review and approval of the City Attorney's Office."
2. "To approve and recommend that the City Council authorize the Director of Aviation to execute an grant agreement from the Federal Aviation Administration to accept up to \$3,124,464.00, as allowed under the grant, for the Taxiway Rehabilitation Project, subject to review by the City Attorney's Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby."

3.6. Request to Execute a Contract with Pike Industries, Inc. (Pike) for the Taxiway C/G Rehabilitation Project, to accept and execute a Federal Aviation Administration (FAA) Grant for the Taxiway C/G Rehabilitation Project - Airport

**Subject** **3.7. Request to accept and execute a Federal Aviation Administration (FAA) Grant, execute a Contract with Strong Tower, Inc. and Jones Payne Group, Inc. (JPG) for the Residential Sound Insulation Project (RSIP) Phase 5 - Airport**

Meeting June 2, 2025 - Board of Finance Meeting - Monday, June 2, 2025, 4:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Airport

Type Action (Consent)

Recommended Action

1. "To approve and recommend that the City Council authorize the Director of Aviation to accept and execute a grant agreement with the Federal Aviation Administration in an amount up to \$2,507,877.00, for the Residential Sound Insulation Project (RSIP) Phase 5, subject to review and approval of the City Attorney's Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby."
2. "To approve and recommend that the City Council authorize the Director of Aviation execute a contract with Strong Tower in the amount of up to \$987,204.00 for the Residential Sound Insulation Project (RSIP) Phase 5 construction, subject to review and approval of the City Attorney's Office."
3. "To approve and recommend that the City Council authorize the Director of

Aviation to execute a contract with JPG in the amount of up to \$1,421,865.00, for the Residential Sound Insulation Project (RSIP) Phase 5 program management, subject to review and approval of the City Attorney's Office."

3.7. Request to accept and execute a Federal Aviation Administration (FAA) Grant, execute a Contract with Strong Tower, Inc. and Jones Payne Group, Inc. (JPG) for the Residential Sound Insulation Project (RSIP) Phase 5 - Airport

**Subject** **3.8. Authorization to Issue Early Learning Initiative Capacity Grants to First Congregational Church for \$50,000 - BWD**

Meeting June 2, 2025 - Board of Finance Meeting - Monday, June 2, 2025, 4:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Business and Workforce Development

Type Action (Consent)

Recommended Action to approve and authorize the Director of Business and Workforce Development to enter into an ELI Capacity grant agreement with First Congregational Church in the amount not to exceed \$50,000 to support the creation of a new infant/toddler child care program in downtown Burlington, subject to review and approval of grant agreement documents by the City Attorney's Office

3.8. Authorization to Issue Early Learning Initiative Capacity Grants to First Congregational Church for \$50,000 - BWD

**Subject** **3.9. FY25 Budget to Actuals Review through March 31, 2025 - C/T**

Meeting June 2, 2025 - Board of Finance Meeting - Monday, June 2, 2025, 4:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)  
Information

Recommended Action for information only

3.9. FY25 Budget to Actuals Review through March 31, 2025 - C/T

**Subject** **3.10. Approving The Issuance Of Grant Anticipation Notes For The Costs Of Airport Improvement Projects - C/T**

Meeting June 2, 2025 - Board of Finance Meeting - Monday, June 2, 2025, 4:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)  
Resolution

Recommended Action to approve, and recommend that Council approve, the attached resolution

3.10. Approving The Issuance Of Grant Anticipation Notes For The Costs Of Airport Improvement Projects - C/T

**Subject 3.11. Resolution: Impact Fees - C/T**

Meeting June 2, 2025 - Board of Finance Meeting - Monday, June 2, 2025, 4:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)  
Resolution

Recommended Action To approve and recommend that the City Council approve the resolution adopting the proposed Administrative Regulations, including the proposed transportation and water/wastewater impact fees.

Alternative No. 1: To approve the resolution adopting the proposed Administrative Regulations, including the proposed transportation and water/wastewater impact fees, and to recommend that the City Council approve the resolution at its June 23, 2025 meeting, after addressing any direction to staff provided at the City Council's June 2, 2025 meeting.

Alternative No. 2: To provide staff direction relating to the Administrative Regulations, and to direct staff to return on June 23, 2025 to present draft Administrative Regulations revised accordingly.

3.11. Resolution: Impact Fees - C/T

## **4. Deliberative Agenda**

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### **4. Deliberative Agenda**

**Subject 4.1. Accepting a grant from the Friends of the Fletcher Free Library to the Fletcher Free Library Preservation Project for the 1904 building (Preservation Project) - Library**

Meeting June 2, 2025 - Board of Finance Meeting - Monday, June 2, 2025, 4:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Fletcher Free Library

Type Action

Recommended Action 1. To approve and recommend that the City Council authorize the acceptance of a grant in an amount not to exceed \$845,000 from the Friends of the Fletcher Free Library in support of the FFL Preservation Project at 235 College Street, and further authorize the Chief Administrative Officer to execute a Grant Agreement between the City and the Friends of the Fletcher Free in furtherance of such acceptance,

subject to the final review of the City Attorney's Office.

2. To approve and recommend that the City Council authorize the Chief Administrative Officer to take all such further actions, including by taking any necessary steps to ensure the creation of the project budget reflecting the acceptance of the grant award, 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.

4.1. Accepting a grant from the Friends of the Fletcher Free Library to the Fletcher Free **Library Preservation Project for the 1904 building (Preservation Project)** - Library

Motion made by City Council President Traverse, seconded by Councilor Carpenter, to approve the motion as presented. Motion passed unanimously.

**Subject** 4.2. Mayor's FY26 Budget - Mayor/CAO  
Meeting June 2, 2025 - Board of Finance Meeting - Monday, June 2, 2025, 4:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor  
Category 4. Deliberative Agenda  
Department Mayor's Office  
Type Discussion  
Information  
Presentation

4.2. Mayor's FY26 Budget - Mayor/CAO

**Subject** 4.3. Gross Receipts Ordinance - C/T  
Meeting June 2, 2025 - Board of Finance Meeting - Monday, June 2, 2025, 4:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor  
Category 4. Deliberative Agenda  
Department Clerk/Treasurer's Office  
Type Action

Recommended Action to recommend approval of the ordinance re gross receipts tax

4.3. Gross Receipts Ordinance - C/T

City Council President Traverse, seconded by Councilor Barlow, moved to amend based on what is online- extend sunset until August 2025,

Roll call vote: YES vote: City Council President Traverse, Councilors Barlow and Carpenter; NO vote: Mayor Mulvaney-Stanak and Councilor Neubieser.

Underlying motion: roll call vote: YES vote: City Council President Traverse, Councilors Barlow and Carpenter; NO vote: Mayor Mulvaney-Stanak and Councilor Neubieser.

**Subject** 4.4. Regional Programs - Mayor's Office  
Meeting June 2, 2025 - Board of Finance Meeting - Monday, June 2, 2025, 4:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor  
Category 4. Deliberative Agenda  
Department Mayor's Office

Type Discussion  
Information  
Presentation

4.4. Regional Programs - Mayor's Office

**Subject 4.5. Africa Day Celebration 2025 and Sponsorship Agreements for REIB Empowerment Fund Awardees FY25 - REIB**

Meeting June 2, 2025 - Board of Finance Meeting - Monday, June 2, 2025, 4:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Racial Equity, Inclusion, & Belonging (REIB)

Type Action

Recommended Action **Correct Motion Language:**

1. To approve and authorize the Interim Director of the Racial Equity, Inclusion, and Belonging Office and the Chief Administrative Officer to issue the following 20 grant agreements totaling **\$39,645** from the Empowerment Fund GL, and to execute grant agreements memorializing the same, subject to review by the City Attorney's Office:

- All Heart Inspirations – \$2,000
- Black Sacred Soul – \$1,670
- Champlain Housing Trust – \$2,000
- The CoCo Bar – \$2,000
- Community Health Centers – \$2,000
- Erin Baker – \$2,000
- Golden Love Home Care LLC – \$2,000
- Haji Driving Academy – \$2,000
- Howard Center – \$2,000
- Jeh Kulu Dance and Drum Theater – \$2,000
- Jilib Jiblets – \$2,000
- Country Roads Jamaican Flair – \$2,000
- Joy Riders VT – \$1,975
- Maiz Vargas Sandoval – \$2,000
- Omega Jade Enterprises LLC – \$2,000
- Trinidadian Cuisine LLC – \$2,000
- Vermont Council on World Affairs – \$2,000
- Vermont Professionals of Color Network – \$2,000
- Vermont Racial Justice Alliance – \$2,000
- Yalla Eats – \$2,000

2. To retroactively approve three grant agreements totaling **\$2,800** from the previously authorized December 9, 2024 allocation of \$42,917 from the Empowerment Fund GL, awarded to the following organizations who were next in line after some original grantees declined funding:

- Unlikely Riders – \$1,000
- Burlington Trolley Tours – \$800
- Community Resilience Organizations – \$1,000

3. To approve and authorize a sponsorship grant in the amount of **\$2,000** to Vermont Family Inc., fiscal sponsor of the Africa Day Celebration, from the Community Celebrations GL, and to execute the agreement memorializing the same, subject to review by the City Attorney's Office.

**Total authorized expenditures: \$44,445**

- **\$39,645** from the Empowerment Fund GL
- \$2,800 retroactive from the Empowerment Fund GL
- \$2,000 from the Community Celebrations GL

**Original Motion Language:**

1. To approve and authorize the Interim Director of the Racial Equity, Inclusion, and Belonging Office and the Chief Administrative Officer to issue the following 20 grant agreements totaling **\$37,670** from the Empowerment Fund GL, and to execute grant agreements memorializing the same, subject to review by the City Attorney's Office:

- All Heart Inspirations – \$2,000
- Black Sacred Soul – \$1,670
- Champlain Housing Trust – \$2,000
- The CoCo Bar – \$2,000
- Community Health Centers – \$2,000
- Erin Baker – \$2,000
- Golden Love Home Care LLC – \$2,000
- Haji Driving Academy – \$2,000
- Howard Center – \$2,000
- Jeh Kulu Dance and Drum Theater – \$2,000
- Jilib Jiblets – \$2,000
- Country Roads Jamaican Flair – \$2,000
- Joy Riders VT – \$1,975
- Maiz Vargas Sandoval – \$2,000
- Omega Jade Enterprises LLC – \$2,000
- Trinidadian Cuisine LLC – \$2,000
- Vermont Council on World Affairs – \$2,000
- Vermont Professionals of Color Network – \$2,000
- Vermont Racial Justice Alliance – \$2,000
- Yalla Eats – \$2,000

2. To retroactively approve three grant agreements totaling **\$2,800** from the previously authorized December 9, 2024 allocation of \$42,917 from the Empowerment Fund GL, awarded to the following organizations who were next in line after some original grantees declined funding:

- Unlikely Riders – \$1,000
- Burlington Trolley Tours – \$800
- Community Resilience Organizations – \$1,000

3. To approve and authorize a sponsorship grant in the amount of **\$2,000** to Vermont Family Inc., fiscal sponsor of the Africa Day Celebration, from the Community Celebrations GL, and to execute the agreement memorializing the same, subject to review by the City Attorney's Office.

**Total authorized expenditures: \$42,470**

- \$37,670 from the Empowerment Fund GL
- \$2,800 retroactive from the Empowerment Fund GL
- \$2,000 from the Community Celebrations GL

4.5. Africa Day Celebration 2025 and Sponsorship Agreements for REIB Empowerment Fund Awardees FY25  
- REIB

Motion made by City Council President Traverse, seconded by Councilor Barlow, to adopt the corrected memo with corrected motion language. Motion passed unanimously.

**Subject** **4.6. Approval to Execute Master Lease - C/T**

Meeting June 2, 2025 - Board of Finance Meeting - Monday, June 2, 2025, 4:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action

Recommended Action to approve and recommend that the City Council authorize Katherine Schad, Chief Administrative Officer, or designee to execute a Tax-Exempt Lease Purchase with Key Government Finance for the amount \$1,524,188 with an annual payment of \$247,716 to be paid out of Water Resources, Airport and Fire Budgets within the approved Fiscal year 2025 Budgets subject to review by the City Attorney's Office; and to authorize Katherine Schad to take such further actions and execute such further instruments approved as to form by the City Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby

**4.6. Approval to Execute Master Lease - C/T**

Motion made by City Council President Traverse, seconded by Councilor Barlow, to approve the motion as presented. Motion passed unanimously.

## **5. Adjournment**

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### **5. Adjournment**

**Subject** **5.1. Motion to adjourn**

Meeting June 2, 2025 - Board of Finance Meeting - Monday, June 2, 2025, 4:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 5. Adjournment

Department Council and Board

Type Action  
Procedural

Recommended Action Motion to adjourn

5.1. Motion to adjourn  
CAO Schad adjourned the meeting at 6:02 pm.

# City of Burlington Capital Program

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



## MEMORANDUM

**To:** Board of Finance & City Council  
**Fr:** Ashley Parker, Capital Program Director  
**Cc:** Brian Pine, CEDO Director  
Kara Alnasrawi, Incoming CEDO Director  
Joseph Turner, City Assessor  
Stephen Donahue, Senior Accountant  
Katherine Schad, CAO

**Re:** Recertification of the FY24 City of Burlington Waterfront TIF District Report to the Vermont Economic Progress Council (VEPC)

**Date:** June 16, 2025

Under state law, the City is required to report annually on the status of its two Tax Increment Financing (TIF) districts. City staff have worked interdepartmentally, with VEPC and the Vermont Department of Taxes to compile these reports. We are now recertifying to the municipal legislative body (City Council) the amount by which the value within the stated fiscal year within our Waterfront tax increment financing (TIF) district has increased or decreased relative to the original taxable value (OTV) for each of the respective districts and that the information provided in the reports represent true and accurate statements. This report was originally certified before May 1, 2025; but a \$90.00 manual reporting error was found in the entry of interest payments made in FY24 during the VEPC Spring Monitoring Visit on May 27, 2025. This value has been adjusted and is now correct. Having thus certified and presented this report to Burlington's municipal legislative body as required by law, we will then execute the certification form which is included in the materials provided with the attached corrected Waterfront TIF District report for FY24. This report will next be certified and submitted by Mayor Mulvaney-Stanak to VEPC on or before June 30, 2025. Please do not hesitate to contact us with any questions or concerns.

**Motion:** To accept the staff report.

(No further action is required by the Board of Finance or City Council. State law merely requires presentation of this information to you.)

# CERTIFICATION OF INCREMENT AND ANNUAL REPORT

STATUTORY REQUIREMENT: (24 VSA §1895) “As of the date the district is created, the lister or assessor for the municipality shall certify the original taxable value and shall certify to the legislative body in each year thereafter during the life of the district the amount by which the total valuation as determined in accordance with 32 VSA Chapter 129 of all taxable real property located within the tax increment financing district has increased or decreased relative to the original taxable value.”

RULE REQUIREMENT: (SECTION 903) “Increase/Decrease in Assessed Valuation: Each year following the year of creation, the listers or assessor shall certify to the municipal legislative body the amount by which the total assessed valuation of taxable properties within the TIF District has increased or decreased compared to the municipal and education OTV. Prior to providing the certification to the municipal legislative body, the listers or assessor shall have the calculation of the increase or decrease, including an examination of the disposition and tax status of each parcel within the District, verified by a second party. Selection of the second party is up to the municipality and may be an individual within or outside of the municipal government. However, the individual should be familiar with parcel listings and valuation, property tax status, and the concepts of OTV and District increment. A copy of the certification of the value and the increase or decrease must be included in the Annual Report required by Section 1004.2 of this Rule along with a certification that a second party reviewed the information. The Council will provide a form on which to provide this certification.”

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## **SECTION 1: Certification of Increment by Assessor or Lister and 2nd Party Reviewer**

Check both certification boxes and sign this form. If the boxes or signatures are not completed, this form will be considered incomplete. The second party reviewer should be familiar with parcel listings and valuation, property tax status, and the concepts of OTV and District increment.

- We certify that, per TIF Rule Sections 903 and 1004.2, we have examined and verified the current value, the calculation of the increase or decrease in property values, the disposition and tax status of each parcel within the District, and any other issues relevant to the parcels listed in the Certified OTV Property Report.
- We have certified to the municipal legislative body, at a regular or duly warned meeting that the information provided in this report represent true and accurate statements.

Signature of Assessor or Lister

><

Name: \_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_ Date

Signature of 2nd Party Reviewer

><

Name: \_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_ Date

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## **SECTION 2: Certification of Annual Report**

Provide the date the annual report was presented to the municipal legislative body. Check both certification boxes and sign this form. If the boxes or signatures are not completed, this form will be considered incomplete.

Date report presented to the municipal legislative body:

- I certify that I am an official of the reporting municipality with the authority to report on this TIF District on behalf of the municipality.
- I certify that the annual report data entered and all documents attached in support of this annual report are true, correct and complete to the best of my knowledge.

Signature of Authorizing Official\*

><

Name: \_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_ Date

\* Authorizing Official is the Chief Executive Officer of the municipality as defined by 10 VSA § 683(8) such as a Select Board or City Council Member, Town or City Manager, or Town Administrator.



Tax Increment Financing District  
 Vermont Economic Progress Council  
 Vermont Department of Taxes

VEPC Staff Contact Information:  
 Ellie Beckett, (802) 622-4674, ellie.beckett@vermont.gov

**Reports are due on or before January 1, 2025**  
**Please submit reports to [acd.vepctifannualreport@vermont.gov](mailto:acd.vepctifannualreport@vermont.gov)**  
**Please submit GL23 TIF Proceeds Report with the District Annual Report**

**I. District Information:**

Municipality & District	Burlington: Waterfront TIF District	Reporting Period:	July 1, 2023 - June 30, 2024
Name of Person Completing Report	Ashley Parker	Grand List Year:	2023
Title	Capital Programs Director		
Email Address	<a href="mailto:aparker@burlingtonvt.gov">aparker@burlingtonvt.gov</a>		
Telephone	802-734-0292		
Date Report Completed			

**NOTE: All information reported on this form by the municipality must be for the Reporting Period and Grand List Year identified above.**

**II. TIF District Data:**

Base Data (Original Taxable Value)	1996 Value	2010 Value	2 Parcels	All Others
Municipal	\$ 42,412,900	\$ 122,308,400	0.31	104.91
Homestead- Education	\$ 1,163,200	\$ 19,636,800	2	111
Non Residential- Education	\$ 41,249,700	\$ 102,490,820		
<b>Total Education</b>	<b>\$ 42,412,900</b>	<b>\$ 122,127,620</b>		

Taxable Values as of April 1	Cherry St - 2 Parcels	Full District
Municipal	\$ 30,297,700	\$ 151,646,900
Commercial 120% Surcharge	\$ 3,253,740	\$ 12,285,500
Homestead- Education		\$ 26,500,800
Non Residential- Education	\$ 30,297,700	\$ 124,863,132
<b>Total</b>	<b>\$</b>	<b>\$ 151,363,932</b>

Increase (Decrease) in Taxable Values (auto-calculated)	From 1996 Value	From 2010 Value
Municipal	\$ 79,895,500	\$ 29,338,500
Homestead- Education	\$ 18,473,600	\$ 6,864,000
Non Residential- Education	\$ 61,241,120	\$ 22,372,312
<b>Total Education</b>	<b>\$ 79,714,720</b>	<b>\$ 29,236,312</b>

TIF Increment Revenue Retained for Reporting Year*	
Municipal	\$ 822,314.00
Commercial 120% Surcharge	\$ 92,424.00
DID Lump Sum	\$ 20,811.00
Homestead- Education	\$ 342,159.00
Non Residential- Education	\$ 1,189,569.00
Total Education	\$ 1,531,728
<b>Total TIF Revenue</b>	<b>\$ 2,467,277</b>

Parcel Information (All Parcels)		
Current Acres		104.47
Current Parcels		109

Tax Rates Applied to the April 1 Grand List	
Municipal (General Fund)	\$ 0.7523
Homestead	\$ 1.4485
Non Residential	\$ 1.4591

List Special Municipal Tax Rates		
1	Local Agreement	\$ 0.0005
2	DID Tax Rate	\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
<b>Total Special Municipal Tax Rates</b>		<b>\$ 0.0005</b>
<b>Total Municipal (General Fund) &amp; Special Rates</b>		<b>\$ 0.7528</b>

\*Provide VEPC with documentation of the calculation of increment.

Other TIF Fund Income				
	Source	Education	Municipal	Total
1		\$ -		\$ -
2	City Place Partner Tax Replacement Payments		\$ 133,332	\$ 133,332
3			\$ -	\$ -
4			\$ -	\$ -
5			\$ -	\$ -
<b>Total:</b>		<b>\$ -</b>	<b>\$ 133,332</b>	<b>\$ 133,332</b>

## Board of Finance and City Council Submission Checklist

Version: April 2025

Department: CT Office Submitter: Ashley Parker

Title/Subject: Recertification of FY24 WTF TIF District Annual Report to VEPC

Approval Requested:	Meeting Date:
<input type="checkbox"/> Board of Finance	Click or tap to enter a date.
<input type="checkbox"/> City Council	Click or tap to enter a date.
<input checked="" type="checkbox"/> Both BOF and Council	6/16/2025

**Instructions**

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a sign-off was received until it has actually been obtained.
4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	6/9/2025	Katherine Schad
Mayor's Office	Yes	6/10/2025	Erin Jacobsen
Board/Commission	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	6/6/2025	Erik Ramakrishnan
City Attorney's Office for memo and motion(s) or resolution(s)	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	6/9/2025	Katherine Schad
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.

**Resolution Relating to**

APPROVING OBTAINING STANDBY  
LETTER(S) OF CREDIT FOR THE CITY’S  
WORKERS’ COMPENSATION PROGRAM

**Resolution** \_\_\_\_\_  
Sponsor(s): Bd. of Finance  
Introduced: \_\_\_\_\_  
Referred to: \_\_\_\_\_  
\_\_\_\_\_  
Action: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signed by Mayor: \_\_\_\_\_

**CITY OF BURLINGTON**

In the Year Two Thousand and Twenty-Five .....

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

1 That WHEREAS, pursuant to the Burlington City Charter, Section 48(55), the City Council has the power  
2 and authority to provide for, create, establish, maintain and regulate an insurance sinking or reserve fund to be  
3 used for the purpose of paying any and all compensation that may become due from the City under the  
4 provisions of the laws of the State of Vermont relating to workers’ compensation; and  
5 WHEREAS, the City has the authority under Vermont state law, 21 V.S.A. Section 698, to obtain  
6 insurance to cover its liability under state law related to workers’ compensation; and  
7 WHEREAS, the City has established a workers’ compensation program with The Travelers Indemnity  
8 Company (“Travelers”) to provide workers’ compensation coverage; and  
9 WHEREAS, the City is responsible to Travelers for payment of certain workers’ compensation claims;  
10 WHEREAS, Travelers has required that the City post a standby letter of credit to cover some of the  
11 claims and workers’ compensation payments that the City would be obligated to pay Travelers or reimburse  
12 Travelers for payments made on the City’s behalf; and  
13 WHEREAS, it is expected that the standby letter of credit would only be drawn in the event that the City  
14 did not make the timely payment when due to Travelers; and  
15 WHEREAS, the City has obtained such a standby letter of credit from KeyBank National Association  
16 and wishes to have such letter of credit renewed and continued, and may seek other potential banks to provide  
17 such a letter of credit on the City’s behalf;  
18 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves of the City entering  
19 into one or more standby letter of credit and reimbursement agreements with KeyBank National Association, or  
20 such other reputable banks or financial institutions, as may be determined by the City’s Chief Administrative  
21 Officer, or renewing any current standby letter of credit and reimbursement agreement, to provide standby letters  
22 of credit, to cover the City’s expected workers’ compensation liability to Travelers, as may be determined from  
23 time to time, in an aggregate amount not to exceed \$2,000,000, and hereby authorizes the Mayor, Chief  
24 Administrative Officer, and Director of Finance, individually and collectively, to execute and deliver such letter  
25 of credit and reimbursement agreements and such other documents and instruments approved as to form by the

**Resolution Relating to**      **APPROVING OBTAINING STANDBY LETTER(S) OF CREDIT FOR THE CITY'S WORKERS' COMPENSATION PROGRAM**

26    City Attorney as may be necessary or convenient to obtain, renew or extend such standby letters of credit in  
27    order to provide for the workers' compensation insurance programs on behalf of the City.

28

29    *TM/Resolutions 2025/Approving Obtaining Standby Letter(s) of Credit for the City's Workers' Compensation Program*

30    *6/12/25*



## OFFICE OF THE CLERK/TREASURER City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

**To:** Board of Finance  
City Council

**From:** Darlene Bayko, Assistant Director of Finance

**Re:** Renewal of Standby Letter of Credit Workers' Compensation

**Date:** June 16 and 23, 2025

### **Background:**

The City of Burlington obtains a Standby Letter of Credit (SLOC) annually, which is required by Travelers Insurance as part of the contract to provide the City with workers' compensation insurance.

The SLOC is a guarantee of payment issued by KeyBank National Association (KeyBank) on behalf of the City of Burlington that is used as "payment of last resort" should the City fail to fulfill a contractual commitment with Travelers to pay for workers' compensation expenditures. The City has never had to use this but it is a requirement to have it in place. It is expected that KeyBank will renew the SLOC for the City. The City pays a \$11,000 commitment fee for the Standby of Credit and this fee is paid from the Insurance fund.

**Board of Finance Motion:** To approve and recommend that Council approve the attached resolution.

**City Council Motion:** To waive the reading and to approve the attached resolution.

**Board of Finance and City Council Submission Checklist**

Department: Clerk Treasurer Office      Submitter: Darlene Bayko

Title/Subject: Renewal of Worker’s Compensation Standby Letter of Credit

	Approval:	Meeting Date:
<input checked="" type="checkbox"/>	Board of Finance	6/16/2025
<input type="checkbox"/>	City Council	Click or tap to enter a date.
<input type="checkbox"/>	Concurrent	Click or tap to enter a date.

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

**Signoffs Received**

Signoff Needed	Received	Date Received	Note
Department Head	Yes	06/05/2025	Katherine Schad
Mayor’s Office informed and approved memo	Yes	06/13/2025	Erin Jacobsen
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney’s Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney’s Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	05/30/20258	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	6/5/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

**Materials Included**

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



## MEMORANDUM

TO: Board of Finance

FROM: Megan Moir, DPW Division Director – Water Resources

DATE: June 16, 2025

CC: Chapin Spencer, Director of Public Works

RE: Industrial Pollution Prevention Program Project Amendment Authorization to Execute an Amended Engineering Services Agreement

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### **REQUEST**

The Department of Public Works (“DPW”) and its Water Resources Division (“WRD”) seeks authorization for a \$27,906 increase to the previously amended \$398,881 engineering services agreement amount with our existing IPPP consultant Hoyle Tanner & Associates, Inc. (Hoyle, Tanner), for a total contract amount of \$426,787. This project is funded by a Clean Water State Revolving Fund (“CWSRF”) loan, \$100,000 of loan forgiveness and a \$183,188 grant from the State.

This amendment is within the loan amount authorized by Council in 2022.

### **BACKGROUND**

Wastewater from different users has different “strengths” depending on how much organic material goes down the drain. Businesses, such as breweries, cideries, bakeries etc. that produce or process food or beverage products will have higher strength wastewater than the typical residential or office building. Some industries also can, without proper practices, release other pollutants to the sewer system such as heavy metals, PFAS and excess total suspended solids.

Excessive organic loading can itself be a pollutant and has upset the biological treatment processes at our Wastewater Treatment Plants (WWTP), preventing those systems from cleaning the wastewater as well as we are usually able to do so. Industrial pollutants such as heavy metals can either pass through the WWTP or can contaminate the bio-solids which could otherwise be beneficially re-used. It is imperative as stewards of Lake Champlain and the wastewater systems that protect that Lake that we ensure there are effective means of controlling these additional pollutants at the source rather than allowing them to go down the drain. Industrial Pollution Prevention is the most effective source control for this type of wastewater discharge. Please see the previous memo regarding this project for additional background regarding the history of this project and Burlington’s decision to establish a local industrial pollution prevention program.

#### Work done to date

Significant work has been accomplished by the Hoyle Tanner and City team since the start of the IPPP development project in 2019. There have been various pauses on the project due to COVID and staff resourcing, but work completed to date includes:

- Data collection, processing, QA and coordination
- Preparation, distribution and compilation of data from Phase 1 & 2 Industrial User Survey
- Develop master list of all industrial users discharging to the City's wastewater collection and treatment system
- Categorize industrial users based on risk posed to the City's wastewater treatment facilities
- Prepare final report with Industrial Users survey results
- Develop a plan for a technically based Local Limits study including associated sampling plan
- Prepare Headworks Loading Analysis
  - Wastewater sampling program development and support
  - Calculate maximum allowable headworks loading (MAHL) and maximum allowable industrial loading (MAIL)
  - Proposed allocation strategy for industrial users
- Initial Sewer Use Ordinance (SUO) coordination and draft revisions
- Draft Enforcement Response Plan
- Ensure Compliance – draft Significant Industrial User (SIU) permit templates, BMPs, draft compliance monitoring program
- Program Organization and Funding
- Prepare America Rescue Plan Act (ARPA) grant deliverables and meeting coordination

*Drivers necessitating amendment:*

As is sometimes the case with grant awards, compliance and coordination with the ARPA grant is proving more intensive than originally estimated by Hoyle, Tanner, who had previously budgeted 40 hours for this effort. In addition, the consultant's effort to calculate the MAHL and MAIL was expanded to model and consider a series of scenarios relating to the upcoming upgrade at the Main WWTP and the recent updates to development projections within the City. The IPP program is ramping up prior to the Main WWTP upgrade necessitating that various program elements and requirements be appropriate now (prior to upgrade) and in the future (post upgrade). Furthermore, the consultant's effort to prepare Sewer Use Ordinance revisions, to support the IPP program, has been prolonged as various regulatory organizational frameworks have been considered (embedding within the ordinance vs. as a separate reference document). All of this necessitates a contract fee and time amendment in order to get this program across the finish line by or before the ARPA deadlines in 2026

**PROPOSED LOAN & CONTRACT AMENDMENTS**

A number of project scope and cost amendments and additions are necessary in order to produce a comprehensive Industrial Pollution Prevention Program that will not only satisfy the various regulatory obligations we are required to meet, but will also build a credible and verifiable foundation for achieving flexibility and authority in our future IPPP. Overall, these represent a total additional contractual cost of \$27,906 (Amendment #9).

A description and the associated reasoning for each of tasks in this contract scope and cost amendment is provided below:

- 1) ARPA Grant Deliverable Assistance (\$17,693): Consultants involvement with meeting ARPA Pretreatment Grant requirements including routine meetings with VTDEC and preparation of grant milestone deliverables has exceeded the previous estimate of 40 hours. Remaining grant deliverables include; Sewer Use Ordinance revisions and proof of adoption, final reporting, quarterly tracking reports and meetings with VTDEC.

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*This material is available in alternative formats for persons with disabilities. To request an accommodation, please call 802.863.9094 (voice) or 802.863.0450 (TTY).*

- 2) Separate Pretreatment Program Document based upon EPA Model SUO (Repurpose unused expense funds within the current contract. No new funds are required at this time.)
- 3) Additional MAIL/MAHL Scenarios (\$9,672): Prepare three (3) additional MAHL/MAIL scenarios addressing proposed development scenarios.
- 4) Additional Expenses (\$541): The amendment also includes budget for additional direct expenses.

The amendment also includes a time extension to June 30, 2026.

## **FUNDING**

Previous authorization by the City Council authorized a CWSRF loan amendment of \$198,926 for a total loan amount of \$398,881. Due to the City having been awarded the \$183,188 ARPA grant towards this work, the full loan authorization was not used and the existing loan (\$239,858) is currently below the \$398,881 authorization. As such, there is remaining authorization in the 2022 resolution to support this small amendment and no additional loan authorization is required. The City will seek a loan amendment with the State for this amended scope, resulting in a total loan of \$267,764. This project has also been awarded loan forgiveness of \$100,000 bring the total principal owed to \$167,764, much less than the \$398,881 loan amount authorized by Council in 2022. The total loan includes some funding of staff time spent managing the project.

## **MOTIONS**

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

1. "To approve and authorize the Director of Public Works to execute an engineering services contract amendment with Hoyle, Tanner & Associates for \$27,906, subject to review and approval by the City Attorney."
2. To approve and authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments in substantial conformance with this request.

Thank you for your consideration of this request.

## Board of Finance and City Council Submission Checklist

Version: April 2025

Department: DPW – Water Resources      Submitter: Megan Moir / Mike Schramm

Title/Subject: Industrial Pollution Prevention Program – Amendment Authorization

Approval Requested:	Meeting Date:
<input checked="" type="checkbox"/> Board of Finance	6/16/2025
<input type="checkbox"/> City Council	Click or tap to enter a date.
<input type="checkbox"/> Both BOF and Council	Click or tap to enter a date.

**Instructions**

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4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	6/10/2025	Chapin Spencer
Mayor's Office	Yes	6/11/2025	Erin Jacobsen
Board/Commission	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	6/10/2025	Erik Ramakrishnan
CAO for budget, financing, and memo	Yes	6/11/2025	Katherine Schad
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.



**CITY OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A  
Post Office Box 849  
Burlington, VT 05402-0849  
802.863.9094 VOX  
802.863.0466 FAX  
802.863.0450 TTY  
[www.burlingtonvt.gov](http://www.burlingtonvt.gov)

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**MEMORANDUM**

TO: Board of Finance/City Council

FROM: Caleb Manna, Associate Public Works Engineer, Department of Public Works

DATE: June 16, 2025

CC: Chapin Spencer, Director of Public Works  
Laura Wheelock, P.E.; Assistant Director of Public Works/City Engineer

RE: Ledgewood Circle Street Acceptance

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**Request**

To accept, through City Council Resolution, the formal conveyance of a portion of the street known as Ledgewood Circle, from the current ownership group, Ledgewood 1 Condominium Board, to the City.

A segment of Ledgewood Circle, (also know as the Austin Drive entryway) located between Austin Drive and Oakbeach Drive in the south end of the City of Burlington, serves as crucial connector street linking acces to Austin Drive, Oakbeach Drive, Southwind Drive, and Flynn Avenue. The current owner of the street, Ledgewood 1 Condominium Board, is requesting the lands be conveyed to the City for public right-of-way acceptance.

**History of Ledgewood Circle - 1960's**

On July 19, 1967, an agreement was made between the then owner, Champlain Associates, and the City, conveying ownership of the entire parcel lot, then know as Ledgewood Apartments, to the City. The street was never accepted via resolution by City Council. No documentation of an existing resolution pertaining to this location has been found. The original agreement demonstrates there was always intent to deed this section of road to city.

**1981**

In 1981, the then owner, Champlain Associates, deeded the 8.9 acre parcel (including the Austin Dr. entryway currenly proposed for acceptance) know as Ledgewood Apartments, to Ledgewood Associates.

At this time Ledgewood Associates (LA), in turn created the Ledgewood Home Owners Association (LHOA), by Declaration of Covenant, deeding to LHOA the exisiting pool and community building. It is important to note the role of a home owners association, (different from

a condo association) created for the function of maintaining shared facilities (pool and building) between four condo associations (Ledgewood South, Ledgewood East, Southwind Condo, and Ledgewood 1) making up the 8.9 acre parcel lot know as Ledgewood Apartments during this time.

Also in 1981, LA created Ledgewood 1 Condominium Association (Ledgewood 1), and conveyed to them, the same 8.9 acre parcel including the entryway from Austin Drive, into condo ownership, clearly assigning ownership of the entryway to Ledgewood 1. All 76 condo units were sold from LA to Ledgewood 1 at this time. Under the common elements of the parcel transfer to a condo association, this meant each owner owned a unit, and a percentage share of the parcel lot, which included the Austin Dr. entryway.

In July of 1981, the City and LA, executed an amendment to the 1967 agreement between City and Champlain Associates, amending the agreement to allow for the sale of individual units and townhouses. This amended agreement defines the roadway and infrastructure as privately owned and maintained by LA. Section 3 of this amendment contains language that allowing for the future acceptance of the Austin Drive entryway to the City, so long as the roadway was constructed to city specifications.

### **1982-1993**

In June of 1982, we begin to see some confusion over ownership of the parcel. LA executed an amendment to LHOA and Ledgewood 1 Declaration of Covenant, specifying that the roadway between Austin Dr. and Flynn Ave., would be dedicated to the City. Language from section 2 of this amendment, clearly states “ *the declarant (LA) and (LHOA,) shall dedicate to the City of Burlington a roadway connecting Austin Drive and Flynn Ave.*” Oakbeach Drive as we know it today, had not been constructed as of 1982, but was planned for future development, and was completed in 1988 as public roadway.

The issue being, that LA had previously deeded the parcel lot to Ledgewood 1 in the 1981 amendment, and that Ledgewood 1, as the owner, was not included in the above mentioned 1982 amendment to the Declaration of Covenant.

Between 1982 and 1993, LHOA assumed responsibility for maintaining the Austin Drive entry way used by the four condo associations, making up LHOA.

In 1993, LA executed a warranty deed conveying the Austin Drive entryway, southern extension of Oakbeach, and the tennis courts to LHOA. Had the title search under the warranty deed been properly executed, it was have become known that LA, did have the rights to convey this property.

### **2018-Present**

This discrepancy in ownership came to light in 2018, when LHOA began the process to convey the Austin Drive entryway to the City through a deed. LHOA in fact, has no rights to convey said property to the City, as the parcel was conveyed to Ledgewood 1 in 1981. LHOA has since recognized the error and disclaimed ownership.

For a full history and associated documentation of ownership transfers, see EX-A.

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*This material is available in alternative formats for persons with disabilities. To request an accommodation, please call 802.863.9094 (voice) or 802.863.0450 (TTY).*

### **Right-of-Way Acceptance**

The Department of Public Works, Technical Services Division, was tasked with compiling the missing documentation for the acceptance of the Austin Drive entryway in January of 2023. In collaboration with the current President of Ledgewood 1 Condo Assoc. Mr. Andrew Prendimano, which included securing a policy of title insurance, completing a boundary survey, establishing monumentation for the parcel, and a providing a warrenty deed dedicating said lands to the city.

DPW, following the guidance of the Right-of-Way Acceptance Procedure for Post Development, received sign offs from all city departments responsible for maintaining infrastructure, certifying any asset proposed for acceptance within the street segement is of adequate condition, and will not become a liability to the city as ownership is transferred.

These City Departments include:

- DPW Streets Maintenance
- DPW Water Resources
- DPW Technical Services
- DPW Traffic Division
- Department of Parks, Waterfront and Recreation
- Burlington Electric Department
- Burlington Fire Department

Historically, the city has provided a routine level of servive in maintaining the street segement. Typical maintenance over the years includes pothole filling, snow plowing, and catch basin repairs.

### **Future Plans for Ledgewood Circle**

Should the street be accepted, it is anticipated a bike lane and new sidewalk will be installed on the north side of the divided entryway at some point in the future. With the right-of-way acceptance, DPW will be authorized to establish no parking regulations in ordinance, and bring roadway signage up to current MUTCD standards. The existing street lighting will be added to BED's capital improvement plan, and brought up to current IES lighting standards applicable to Burlington city streets.

### **Recommendation**

The Department of Public Works is supportive of formally accepting the section of roadway known as Ledgewood Circle, as shown in EX-D, connecting Austin Drive to Oakbeach Drive in the City of Burlington, VT.

Thank you for consideration of this request, please do not hesitate to contact me directly at CManna@burlingtonvt.gov or 802-865-7562.

**Exhibits**

- A. Chronology of Events Related To Ownership Of The Austin Drive Entryway
- B. Title Insurance
- C. Warranty Deed
- D. Right-of-Way Final Drawing
- E. Future transportation design
- F. DPW Right-of-Way Acceptance Procedure
- G. Resolution of City Council

**Motions:**

Board of Finance:

“To approve and recommend that the City Council waive the reading and approve the resolution accepting the street segment known as Ledgewood Circle, as shown in Ex D, subject to review and approval by the City Attorney’s Office of any instruments required to effectuate the transactions contemplated hereby.”

City Council:

“To approve and recommend that the City Council waive the reading and approve the resolution accepting the street segment known as Ledgewood Circle, as shown in Ex D, subject to review and approval by the City Attorney’s Office of any instruments required to effectuate the transactions contemplated hereby.”

## CHRONOLOGY OF EVENTS RELATED TO OWNERSHIP OF THE AUSTIN DRIVE ENTRYWAY

[For anyone not familiar with the area, the **site map on the last page of the attached documents** may be helpful in following this chronology.]

1. On 1/12/81, Champlain Associates, then-owner of the Ledgewood Apartments at 80 Austin Drive, executed a warranty deed conveying an 8.9 acre parcel which included those apartments to developer Gerry Milot/ Ledgewood Associates. That deed included the Austin Drive entryway. {Attachment 3}
2. On 1/15/81, Ledgewood Associates executed a Declaration of Covenant creating the Ledgewood Home Owners Association. [Vol. 271/Pg.512 of the City Land Records/not attached.] (The LHOA is NOT a condo association; it is a home owners association that exists for the purpose of managing certain facilities -- principally a pool and tennis courts-- shared by the owners of units in Ledgewood I and three other adjacent condo associations. The LHOA has no legal relationship with those four condo associations as entities, only with the unit owners.) Ledgewood Associates conveyed to the LHOA, by deed, the pool and a small "community building" that were located on the Ledgewood Apartments parcel; the entryway was not part of the property conveyed to the LHOA by Ledgewood Associates at this time. {Attachment 6}
3. On 1/15/81, the developer, Ledgewood Associates, also executed a Declaration of Condominium creating the Ledgewood I Condominium and conveying the exact same 8.9 acre parcel acquired from Champlain Associates into condo ownership, again, clearly including the Austin Drive entryway, in both the detailed description of property and the site map that were part of that Declaration. Under the provisions of its Declaration. the entryway was part of the Common Elements of the Ledgewood I Condominium. {Attachment 1, 1a, 1b}
4. Ledgewood Associates subsequently sold all 76 of the units in the Ledgewood I Condominium, meaning that, like all other common elements, each unit's percentage share of the entryway was deeded to each unit. It is important to recognize that the Common Elements, or jointly owned property, of any condo association are not conveyed by deed to the Association per se, but rather, are conveyed into condo ownership via a Declaration of Condominium, and then subsequently deeded incrementally to individual owners as a percentage share of jointly held property, along with full ownership of the unit itself. In other words, a condo association, as a legal entity, does not hold a "deed" to its common elements. By contrast, the Ledgewood Home Owners Association, which is not a condo association, does own property as a corporate entity and must acquire that property by deed.
5. On 7/14/81, the City of Burlington and Ledgewood Associates ("owner") executed an amendment to a 7/67 agreement between the City and Champlain Associates pertaining to the Ledgewood Apartments. This 7/81 agreement served to resolve a dispute over subdivision rules. One provision of that agreement states, "*It is currently contemplated by the Owner and the City that, in connection with further development of the Ledgewood property, so called, the Owner will dedicate to the City a roadway, connecting Austin Drive and Flynn Avenue, said roadway to be constructed to City specifications...*" {Attachment 4}
6. On 6/21/82, Ledgewood Associates executed a single/identical amendment to both the LHOA Declaration of Covenant AND the Ledgewood I Declaration of Condominium, the provisions of which included the following: "*[Ledgewood Associates] and the [Ledgewood] Home Owners Association ... shall dedicate to the City...a roadway connecting Austin Drive and Flynn Avenue, subject to the provisions of [the above 7/81 Agreement].*" At that time, Ledgewood Associates owned the land on which the entire Oakbeach Drive portion of this roadway was eventually built, but it did not own the already-completed Austin Drive entryway portion of the roadway, having previously conveyed it to Ledgewood I in January 1981. And the Ledgewood Home Owners Association did not own ANY of the existing or anticipated roadway property. {Attachment 5}

By this time, more than half of the Ledgewood I units had been sold, so this Amendment to both the LHOA and Ledgewood I Declarations required approval of 75% of all LHOA and Ledgewood I owners, which was obtained. Because Ledgewood I owners were the only members of the LHOA at that time, they concurrently approved the amendment to both Declarations. One possible interpretation of this Amendment could be that Ledgewood I owners approved the conveyance of the Austin Drive entryway to the City in June 1982. (However, they could not have approved the conveyance of the Oakbeach Drive Extension to the City, since neither Ledgewood I nor LHOA owned the Oakbeach Drive extension.)

7. Then, (later) in 1982, 1984 and 1986 respectively, the separate Ledgewood South, Ledgewood East and Southwind Condo Associations were created, making the owners of the 210 units in all four condo associations members of the Ledgewood Home Owners Association by virtue of a covenant in their deeds.

8. At some point between 1982 and 1993, the Ledgewood Home Owners Association apparently assumed responsibility for maintenance of the entryway, perhaps because it was used by owners in all four condo associations. (Of course, ever since Oakbeach Drive was completed around 1988, it has been used by the general public as a thoroughfare between Austin Drive and Flynn Avenue.) It's unclear if the LHOA Board at that time believed that the LHOA owned the entryway, or if there was just an informal arrangement by which the LHOA paid for maintenance.

9. For many years, much of the regular maintenance of the actual roadway of the entryway has been done by the City, including plowing, fixing potholes, installing catch basins, etc. The LHOA's main expenses have been for summer grounds maintenance around the road, as well as paying for the leased street lights and associated City stormwater fees. I believe the LHOA paid to pave the entryway at least once, in the mid-90's, the need for which probably was connected to the deed executed in 1993 (#10, next.)

10. In January 1993, Ledgewood Associates executed a warranty deed purportedly conveying the Austin Drive entryway, the southern extension of Oakbeach Drive (the northern section of Oakbeach had already been accepted as a City street) and the Ledgewood tennis courts to the Ledgewood Home Owners Association. At the time, Ledgewood Associates owned the Oakbeach Drive extension and the tennis courts, but did not own the entryway. Either a proper title search was not conducted by any of the parties prior to execution of the deed, or the information was ignored. (The reason that Ledgewood Associates initiated this deed at this time is murky, but presumably was to avoid as much financial liability as possible. It is a complete mystery as to why the LHOA would have agreed to accept ownership of any roadway, since this was not in the best interest of the 210 LHOA owners, and the intent all along was for these to become City streets.) {Attachment 2}

11. Due to the existence of this deed, LHOA and LWI Boards since that time appear to have assumed that the LHOA, in fact, owned the entryway.

12. The LHOA has always wanted to convey the entryway to the City; it was pursued a few times but somehow never happened.

13. In 2018, the LHOA Board decided to again pursue conveying the entryway to the City, and while researching the documents related to entryway ownership, discovered that, in fact, the entryway was part of the property conveyed to Ledgewood I in 1981. This meant that the 1993 deed held by the LHOA was invalid with respect to the entryway, because Ledgewood Associates had no legal right to convey it. In response, the Ledgewood Home Owners Association Board formally notified the Ledgewood I Condo Association Board that the LHOA disclaimed ownership of the entryway, because Ledgewood Associates clearly did not own it at the time the 1993 deed was executed. This disclaimer is filed in the City Land Records. {Attachment 7}

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**ATTACHED DOCUMENTS:**

1. Pertinent excerpts from Ledgewood I Declaration of Condominium [Vol. 271/Pg. 481; Plat 118/71]
  - 1a. LWI Declaration of Condominium Exhibit B – parcel map (1/81)
  - 1b. LWI Declaration of Condominium Exhibit D – description of parcel (1/81)
2. 1/93 Warranty Deed from Ledgewood Associates to Ledgewood Home Owners Association for Austin Drive entryway, Oakbeach Drive extension & tennis courts [Vol. 473/Pg. 126]
3. 1/81 Warranty Deed from Champlain Associates to Ledgewood Associates for Ledgewood I parcel [Vol. 272/Pg. 669]
4. 7/81 Agreement between City of Burlington and Ledgewood Associates [Vol. 275/Pg.507]
5. 6/82 Amendment to Declaration of Covenant of the Ledgewood Home Owners Association and to Declaration of Condominium for Ledgewood I [Vol. 283/Pg. 141; Plat 141/28]
6. 1/81 Quit Claim Deed from Ledgewood Associates to Ledgewood Home Owners Association for pool & Community building [Vol. 272/Pg. 685]
7. 3/19 Letter from LHOA Board to Ledgewood I Board disclaiming ownership of entryway [Bk. 1437/Pg. 193]

## ATTACHMENT 1:

### Excerpts from DECLARATION OF LEDGEWOOD I CONDOMINIUM (January 1981)

[Vol. 271/Pg.481; Plat 118/71]

#### *Section 1.01. Submission of Property; Creation.*

*Ledgewood Associates, a Vermont general partnership having a place of business in Essex, Vermont (the "Declarant") in fee simple of **the lands described in Exhibit D**, located in the City of Burlington, County of Chittenden and State of Vermont (the "Land") , hereby submits the Land, together with all easements, rights and appurtenances thereto (the "Property") , to the provisions of Chapter 15 of Title 27 of the Vermont Statutes Annotated, known as the Vermont Condominium Ownership Act (the "Act"), and hereby creates with respect to the Property a condominium, to be known as Ledgewood I Condominium (the "Condominium").*

*Section 2.03. Description of Units; Allocation. The locations of all Apartments (the "Units") within the Buildings are shown on the "Plans" attached as Exhibits A and B. There are a total of 76 Units, of which 8 Units are one-bedroom apartments, 16 Units are two—bedroom apartments, 8 Units are three—bedroom apartments and 44 Units are two—bedroom townhouse style apartments occupying two stories.*

*Section 3.02. Common Areas and Facilities. The Common Elements are all the Property depicted on Exhibits A and B except Units and Limited Common Elements. The Common Elements shall remain undivided and shall be devoted to the common use and enjoyment of all Unit owners. No Unit owner nor any other person shall maintain any action for partition or division thereof, unless the Property has been removed from the provision of this Declaration pursuant to the Act. Each Unit owner may use the respective Common Elements in accordance with the purposes for which they were intended without hindering or encroaching upon the lawful rights of other Unit owners. The Common Elements include, without limitation, the following:*

- (a) the Land described in Exhibit D, including the real, estate upon which the Buildings and other improvements are located, together with the benefit of, and subject to, all rights, easements, restrictions and agreements recorded in the Land Records of the City of Burlington, including the specific reservations and grants set forth in a deed of Champlain Associates dated January 15 , 1981, to the Declarant, recorded in Volume Page of the Land Records of the City of Burlington;*
- (b) all portions of the Buildings, except those portions identified as Units and Limited Common Elements; and*
- (c) all improvements other than the Buildings and Limited Common Elements.*

*Section 5.03. Easement for Completion. The Declarant hereby reserves an easement through the Common Elements for the purpose of completing or making improvements described in this Declaration or to make improvements in the Condominium and to make and complete improvements on lands described in a Declaration of Covenants, Conditions and Restrictions, dated January , 1981, recorded in Volume , Page of the Land Records of the City of Burlington, and to erect and remove signs advertising the Condominiums.*

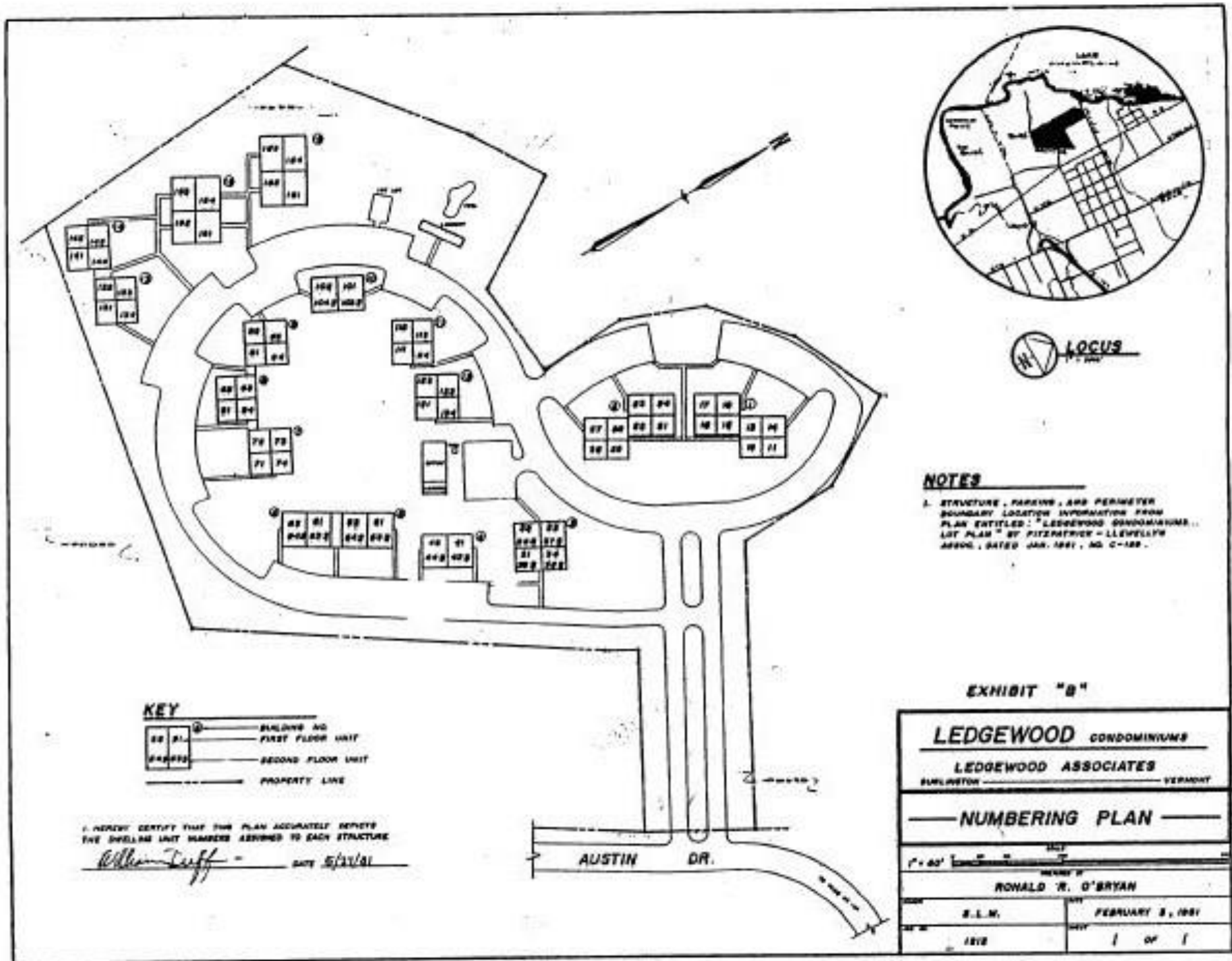


EXHIBIT "B"

EXHIBIT D

Being a certain piece or parcel of land lying or being northerly and westerly of Austin Drive in said City of Burlington, containing 8.97 acres and improved by a 76 unit apartment project known as Ledgewood Apartments and which said premises are more particularly described as follows: Commencing at a point which marks the intersection of the westerly line of Austin Drive with the northerly boundary of the right of way leading from Austin Drive northwesterly into the Ledgewood Development; thence continuing in a generally northwesterly direction a distance of 200.00 feet to a survey marker; thence continuing in the same course a distance of 118.00 feet; thence turning to the right so as to form an included angle of 238°00'00" and continuing in a northerly direction a distance of 112.00 feet; thence turning to the left so as to form an included angle of 151°30'00" and continuing in a northwesterly direction a distance of 113.00 feet; thence turning to the left so as to form an included angle of 97°00'00" and continuing in a generally westerly direction a distance of 114.00 feet; thence turning to the left so as to form an included angle of 163°30'00" and continuing in a southwesterly direction a distance of 103.00 feet; thence turning to the left so as to form an included angle of 153°00'00" and continuing in a generally southerly direction a distance of 95.00 feet; thence turning to the left so as to form an included angle of 155°00'00" and continuing in a southerly direction a distance of 100.00 feet; thence turning to the right so as to form an included angle of 269°00'00" and continuing in a westerly direction a distance of 110.00 feet; thence turning to the right so as to form an included angle of 242°00'00" and continuing in a northwesterly direction a distance of 141.00 feet; thence turning to the left so as to form an included angle of 91°00'00" and continuing in a southerly direction a distance of 96.00 feet; thence turning to the left so as to form an included angle of 173°23'00" and continuing in a southerly direction 219.76 feet, to a point on the boundary of lands now or formerly belonging to Cliffside Country Club, Inc.; thence turning to the left so as to form an included angle of 123°53'20" and continuing along the easterly boundary of the Cliffside land a distance of 315.80 feet to a survey marker located at the southwesterly-most corner of Phase I of the Ledgewood Town House Development; thence turning to the left so as to form an included angle of 104°26'00", and continuing along the northerly boundary of the numbered lots as delineated on the Harvell Plan referred to below, a distance of 480.64 feet in an easterly direction to a survey marker; thence turning to the left so as to form an included angle of 113°07'40", and continuing in a generally north-

Point		Cumul. Ft
1	200	
2	118	318
3	112	430
4	113	543
5	114	657
6	103	760
7	95	855
8	100	955
9	110	1065
10	141	1206
11	96	1302
12	220	1522
13	316	1838
14	481	2319
15	448	2767
16	42	2809
17	200	3009
18	120	3129
3129 ft.		
perimeter		

easterly direction approximately parallel with the boundary line of Austin Drive, a distance of 447.71 feet to a survey marker; thence turning to the left so as to form an included angle of 175°10'00" and continuing in a northeasterly direction a distance of 42.00 feet to a survey marker; thence turning to the right so as to form an included angle of 270°00'00" and continuing in a generally southeasterly direction parallel with the North line of the access road to Phase I of Ledgewood Development, a distance of 200.00 feet to a survey marker located at the intersection of the southerly line of the access road with the westerly line of the right of way of Austin Drive; thence turning to the left so as to form an included angle of 90°00'00" and continuing in a northeasterly direction along the boundary line of the right of way of Austin Drive a distance of 120.00 feet to the point of beginning.

The lands and premises herein described are delineated on a survey dated January 1969 by Harvell Associates, Inc. entitled "Perimeter of Phase I and Building Lots Champlain Associates, Ledgewood Townhouse Development, Burlington, Vermont", as recorded in Volume 188 at Page 638 of the Burlington City Land Records.

Being all and the same property conveyed to the within Mortgagor by Warranty Deed of Thomas Cholnoky, Imre Cholnoky, William C. Brooks and Ralph F. Brooks d/b/a Champlain Associates of or about even date herewith and to be recorded in the Burlington City Land Records.

The above described property is conveyed subject to the easements and rights reserved and with the benefit of a sewer easement granted, all as set forth in said aforementioned warranty deed; is conveyed subject to existing leasehold rights; and is conveyed subject to an Agreement and Covenant between Champlain Associates and the City of Burlington dated July 19, 1967 and recorded in Volume 183 at Pages 350-353 of the Burlington City Land Records.

Reference is hereby made to the above-mentioned instruments, the records thereof and the references therein contained in further aid of this description.



126  
WARRANTY DEED

CITY CLERK'S OFFICE  
 Registered 1-29-93  
 422 on Page  
 in 21 V.S.A. Chap. 208  
 NOTARIAL RECORDING  
 Hours, Conditions & Fees on Back  
 Attest  
 James L. Ruder, City Clerk

KNOW ALL MEN BY THESE PRESENTS:

That LEDGEWOOD ASSOCIATES, a Vermont general partnership of Essex Junction in the County of Chittenden and State of Vermont (the "Grantor"),

in consideration of TEN AND MORE DOLLARS paid to the Grantor's full satisfaction by

LEDGEWOOD HOME OWNERS ASSOCIATION, a Vermont non-profit corporation having a place of business in

Burlington in the County of Chittenden and State of Vermont (together, if more than one, the "Grantee"),

by these presents, do freely GIVE, GRANT, SELL, CONVEY AND CONFIRM unto the Grantee, and the heirs, successors and assigns of the Grantee forever, a certain piece of land in Burlington in the County of Chittenden and State of Vermont, described as follows, viz:

Being two pieces or parcels of land, with all improvements thereon, and being a portion of the lands and premises conveyed to LedgeWood Associates pursuant to a warranty deed, dated January 12, 1981, from Champlain Associates, recorded in Volume 272, Page 669 of the Land Records of the City of Burlington, more particularly described as follows:

- (a) the tennis courts, at LedgeWood, and have dimensions marked by the exterior fences thereof; and
- (b) being a piece or parcel of land, more particularly described as follows:

Beginning at a point, which point is in the westerly sideline of Austin Drive, so-called, and is also the northeasterly corner of the lands and premises known as "LedgeWood South", as more particularly described in the Declaration of Condominium, dated June 14, 1982, recorded in Volume 283, Page 90- of the Land Records of the City of Burlington;

thence proceeding N60°01'34"W a distance of 200.35 to a point; thence proceeding in the same course a distance of 84.46 feet to a point;

thence turning to the right, at an angle of 90°, and proceeding N29°58'26"E a distance of 120.53 feet to a point marked by a concrete monument;

thence proceeding in a general northerly direction in a curve to the left having a length of 134.16 feet to a point; thence proceeding N30°11'34"W a distance of 113.00 feet to a point; thence proceeding in the same course along the common sideline with lands and premises commonly known as "Southwind-By-The-Lake", as more particularly described in a Declaration of Condominium, dated July 30, 1986, recorded in Volume 341, Page 129- of the Land Records of the City of Burlington, a distance of 26.01 feet to a point;

thence proceeding along a curve to the left in the sideline of Southwind-By-The-Lake, the curve having a length of 85.52 feet to a point;

# feet in perimeter as described section by section in 1993 deed:

200	cumulative
84.5	284.5
120.5	405
134	539
113	652
26	678
85.5	763.5
18	781.5
60	841.5
119	960.5
120	1080.5
199	1279.5
220	1499.5
120	1619.5
1619.5	

estimated (omitted from deed)

from LWI property map/des

thence turning to the right and proceeding N50°11'03"E in the common line of Southwind By The Lake a distance of 17.89 feet to a point; thence proceeding in the same course a distance of 60.00 feet to a point;

thence turning to the right along a curve to the right in the common boundary with lands known as "Ledgewood East", more particularly described in the Declaration of Condominium, dated June 15, 1984, recorded in Volume 309, Page 52- of the Land Records of the City of Burlington, a distance of \_\_\_\_\_ to a point;

Measure  
ment  
missing,  
but can  
deduce

thence proceeding S30°31'34"E in the common boundary of Ledgewood East a distance of 139.01 feet to a point;

thence proceeding in a curve to the right in the common boundary of Ledgewood East, the curve having a length of 199.25 feet to a point;

thence turning to the left and proceeding S60°01'34"E in the common boundary of Ledgewood East a distance of 220.26 feet to a point in the westerly sideline of Austin Drive;

thence turning to the right and proceeding in the westerly boundary of Austin Drive to the point or place of beginning.

Final # ft.  
across  
road back  
to  
beginning  
taken from  
LWI parcel  
map &  
description

Meaning and intending hereby to describe and convey Ledgewood Road, so-called.

Reference is hereby made to the aforementioned instruments, the records thereof and the references therein in further aid of this description.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee, and the heirs, successors and assigns of the Grantee, to their own use and behoof forever;

And the Grantor, for itself and its successors and assigns, does covenant with the Grantee, and the heirs, successors and assigns of the Grantee, that until the execution of these presents it is the sole owner of the premises, and has good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE, except the Declaration of Covenants, Conditions and Restrictions, recorded in Volume 271, Page 512 of the Land Records of the City of Burlington, as amended, and real estate taxes and other municipal liens or assessments and, by acceptance hereof, the Grantee agrees to assume, be responsible for and hold harmless the Grantor from, all unpaid and future real estate taxes and other municipal liens or assessments; and that it hereby engages to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed this 27 day of February, 1993.

IN PRESENCE OF:

*[Handwritten signature]*  
*[Handwritten signature]*

LEDGEWOOD ASSOCIATES

BY *[Handwritten signature]* LS  
Duly Authorized Agent

Sketch of roadway described in 1-19-93 Warranty Deed from Ledgewood Assoc to LHOA, using coordinates from the deed. V473/P126 [Sketch revised 9-18-18 to improve accuracy using coordinates from LWI Decl. as well.]



Warranty Deed from Champlain Associates to Ledgewood Associates 1-15-81 for original LWI parcel

BROWNS COURT

*Amendment, see vol. 283 p141*

BASEMENT PROPOSED TO BE CONVEYED FROM THE CITY OF BURLINGTON TO COLLEGE, INC.

669

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS That WE, THOMAS CHOLNOKY, IMRE CHOLNOKY, WILLIAM C. BROOKS, RALPH F. BROOKS, all of Greenwich in the County of Fairfield and State of Connecticut d/b/a CHAMPLAIN ASSOCIATES, a Connecticut partnership, located at said Greenwich and duly authorized to transact business in Vermont, (formerly d/b/a Oakledge Associates, a Connecticut partnership) GRANTORS, in the consideration of One Dollar and other valuable consideration, paid to our full satisfaction by LEDGEWOOD ASSOCIATES, a partnership located at Burlington, in the County of Chittenden, and State of Vermont, GRANTEE, by these presents do freely GIVE, GRANT, SELL, CONVEY, AND CONFIRM unto the said Grantee, LEDGEWOOD ASSOCIATES, a Vermont partnership, and its successors and assigns forever, a certain piece of land in Burlington, in the County of Chittenden, and State of Vermont, described as follows:

Being a certain piece or parcel of land lying or being northerly and westerly of Austin Drive in said City of Burlington, containing 8.97 acres and improved by a 76 unit apartment project known as Ledgewood Apartments and which said premises are more particularly described as follows:

Commencing at a point which marks the intersection of the westerly line of Austin Drive with the northerly boundary of the right of way leading from Austin Drive northwesterly into the Ledgewood Development.

Then continuing in a generally northwesterly direction a distance of 200.00 feet to a survey marker.

Thence continuing in the same course a distance of 118.00 feet;

Thence turning to the right so as to form an included angle of 238° 00' 00" and continuing in a northerly direction a distance of 112.00 feet;

Thence turning to the left so as to form an included angle of 151° 30' 00" and continuing in a northwesterly direction a distance of 113.00 feet;

Vermont Property Transfer Tax 32 V.S.A. Chap. 231  
-ACKNOWLEDGMENT-  
Return Rec'd - Tax Paid - Board of Health Cert. Rec'd  
Vt. Land Use & Development Plans Act Cert. Rec'd  
Return No. 4550739  
Signed [Signature] Clerk  
Date 1/15/81

Attest [Signature] City Clerk

670

Thence turning to the left so as to form an included angle of  $97^{\circ} 00' 00''$  and continuing in a generally westerly direction a distance of 114.00 feet;

Thence turning to the left so as to form an included angle of  $163^{\circ} 30' 00''$  and continuing in a southwesterly direction a distance of 103.00 feet;

Thence turning to the left so as to form an included angle of  $153^{\circ} 00' 00''$  and continuing in a generally southerly direction a distance of 95.00 feet;

Thence turning to the left so as to form an included angle of  $155^{\circ} 00' 00''$  and continuing in a southerly direction a distance of 100.00 feet;

Thence turning to the right so as to form an included angle of  $269^{\circ} 00' 00''$  and continuing in a westerly direction a distance of 110.00 feet;

Thence turning to the right so as to form an included angle of  $242^{\circ} 00' 00''$  and continuing in a northwesterly direction a distance of 141.00 feet;

Thence turning to the left so as to form an included angle of  $91^{\circ} 00' 00''$  and continuing in a southerly direction a distance of 96.00 feet;

Thence turning to the left so as to form an included angle of  $173^{\circ} 23' 00''$  and continuing in a southerly direction 219.76 feet, to a point on the boundary of lands now or formerly belonging to Cliffside Country Club, Inc.;

Thence turning to the left so as to form an included angle of  $123^{\circ} 53' 20''$  and continuing along the easterly boundary of the Cliffside land a distance of 315.80 feet to a survey marker located at the southwest-most corner of Phase I of the Ledgewood Town House Development;

Thence turning to the left so as to form an included angle of  $104^{\circ} 26' 00''$ , and continuing along the northerly boundary of the numbered lots as delineated on the Harvell Plan referred to below, a distance of 480.64 feet in an easterly direction to a survey marker;

Thence turning to the left so as to form an included angle of  $113^{\circ} 07' 40''$ , and continuing in a generally northeasterly direction approximately parallel with the boundary line of Austin Drive, a distance of 447.71 feet to a survey marker;

Thence turning to the left so as to form an included angle of 175° 10' 00", and continuing in a northeasterly direction a distance of 42.00 feet to a survey marker;

Thence turning to the right so as to form an included angle of 270° 00' 00", and continuing in a generally southeasterly direction parallel with the North line of the access road to Phase I of Ledgewood Development, a distance of 200.00 feet to a survey marker located at the intersection of the southerly line of the access road with the westerly line of the right of way of Austin Drive;

Thence turning to the left so as to form an included angle of 90° 00' 00", and continuing in a northeasterly direction along the boundary line of the right of way of Austin Drive a distance of 120.00 feet to the point of beginning.

The lands and premises herein conveyed are delineated on a survey dated January 1969, by Harvell Associates, Inc., entitled, "Perimeter of Phase I and Building Lots Champlain Associates, Ledgewood Town House Development, Burlington, Vermont," a copy of which is filed in Burlington Land Records (Volume 188, Page 638) and reference may be made to said survey in aid of the description hereinabove set forth.

This conveyance is subject to the terms of a certain Agreement and Covenant dated 19 July 1967, between Champlain Associates and the City of Burlington, recorded in Burlington Land Records (Volume 183, Pages 350-353).

Excepting and reserving from the conveyance hereunder all apartment leasehold interests now in force in the 76 unit apartment project known as Ledgewood Apartments which is conveyed hereunder.

Grantors reserve for themselves and their successors and assigns, for the benefit of the remaining adjacent lands of Grantors, an easement and right of way over the roadways as they presently exist on the property herein conveyed, or as they may exist in the future on the property herein conveyed (Grantee to have the right to alter, relocate or improve same at its sole discretion, or as may be required by any municipal or state authority, and as long as any alteration, relocation, improvement, or imposed requirement does not terminate or prohibit the availability of access to Grantors' remaining lands), together with the right, at Grantors' sole expense, to extend said roadway at the northeasterly corner of the herein conveyed property, if necessary, to the perimeter of the herein conveyed

property in order to have a continuous uninterrupted way of access from Austin Drive in a northeasterly direction to the remaining lands of the within Grantors. Said easement and right of way shall be for the benefit of any future development on the remaining lands of Grantors, and Grantors shall have the right to create additional tenancies in said right of way for the benefit of subsequent owners or occupants of Grantors' remaining property. The expense of maintenance, repair, and/or replacement of the roadways whose use is shared shall be on a pro rata basis based on residential units using said roadways. Grantors reserve, for the benefit of the remaining lands of Grantors, the right to improve the existing roadway on the lands herein conveyed, if so required by any municipal or state authority or agency in connection with the development of the remaining lands of Grantors. Likewise, Grantors reserve for themselves and their successors and assigns, for the benefit of the remaining adjacent lands of Grantors, the right to hook on to and use existing utility services as they presently exist on the property conveyed herein, and to extend same, by underground means only, through the property herein conveyed for the benefit of and use on the remaining property of Grantors. No such extension, however, shall interfere with or adversely affect the property or improvements conveyed herein.

Further, Grantors reserve, for the benefit of the Grantors and their successors and assigns, and/or the occupants of units on the remaining lands of Grantors, and their successors and assigns, the right to use, in common with others, the laundry and pool facilities presently existing on the property conveyed herein, or any replacements thereof. The expenses of maintenance, improvements, replacements and/or capital expenses as to such facilities shall be shared on a pro rata basis based on residential units using said facilities. Grantee herein is not obligated by the terms of this paragraph to continue the existence of said facilities and same may be eliminated at Grantee's sole discretion. Upon 90 days' written notice to Grantee, or its successors and assigns, Grantors may elect to waive the rights reserved in this paragraph, whereupon its obligations to share in such expenses shall terminate. Grantors grant to Grantee, for the benefit of Grantee and its successors and assigns, the right to hook on to and use sewer lines now or hereafter existing on the remaining lands of Grantors, so as to connect to the Flynn Avenue sewer, so-called. If the Grantee, or its successors or assigns, does not or cannot hook on to sewer lines now or hereafter existing on remaining lands of Grantors, Grantors grant to Grantee, for the benefit of Grantee and its successors and assigns, an easement or right of way over the remaining lands of Grantors for the installation, construction, repair, maintenance and renovation of a sewer line, twenty feet in width in the location of the former Berkshire Life Insurance Company easement, and adjacent to the easterly boundary line of said easement, running from the lands herein conveyed to Flynn Avenue, said easement or right of way shall terminate however if Grantee, or its successors or assigns, shall exercise the right to hook on to sewer lines now or hereafter existing as herein granted.

Grantors covenant that any sewer line to be installed hereafter in the remaining lands of Grantors will be of sufficient size to connect to any hook-up made by Grantee, and Grantee shall reimburse Grantors, upon hook-up, for the additional costs incurred by Grantor, if any, on account of this covenant.

Being all of Parcel One as described and conveyed by Quitclaim Deed of Berkshire Life Insurance Company to Thomas Chohnoky, Imre Chohnoky, William C. Brooks and Ralph F. Brooks d/b/a Champlain Associates dated August 12, 1976 and recorded in Volume 237 at Page 477 of the Burlington City Land Records. Previously being Parcel One as described and conveyed to Berkshire Life Insurance Company by Warranty Deed of Imre Chohnoky, Thomas Chohnoky, William C. Brooks and Ralph F. Brooks d/b/a Champlain Associates and their respective wives dated February 26, 1969 and recorded in Volume 191 at Pages 638-643 of the Burlington City Land Records. Said property conveyed herein is a portion of the property originally conveyed to Imre Chohnoky, Thomas Chohnoky, William C. Brooks and Ralph F. Brooks d/b/a Oakledge Associates by Warranty Deed of Cliffside Country Club, Inc. dated December 14, 1966 and recorded in Volume 181 at Pages 116-121 of said Burlington City Land Records. A small portion of the herein conveyed property may originally have been conveyed to Imre Chohnoky, Thomas Chohnoky, William C. Brooks and Ralph F. Brooks d/b/a Oakledge Associates by Quitclaim Deed of Redstone Park, Inc. dated December 14, 1966 and recorded in Volume 181 at Page 121 of said Burlington City Land Records.

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, to the said Grantee LEDGEWOOD ASSOCIATES, a Vermont partnership, and its successors and assigns, to their own use and behoof forever; And we the said Grantors for ourselves and our successors and assigns, do covenant with the said Grantee LEDGEWOOD ASSOCIATES, and its successors and assigns, that until the ensealing of these Presents we are the sole owners of the premises, and have good right and title to convey the same in manner aforesaid, that they are FREE FROM EVERY ENCUMBRANCE, except as aforesaid;

And we hereby engage to WARRANT AND DEFEND the same against all lawful claims whatever, except as aforesaid.

IN WITNESS WHEREOF, The Grantors hereunto set our hands this 17th day of January A.D. 1981.

In the Presence of:

Leslie A. Young  
 Leslie A. Young  
Patricia B. Callan  
 Patricia B. Callan

Leslie A. Young  
 Leslie A. Young  
Patricia B. Callan  
 Patricia B. Callan

Leslie A. Young  
 Leslie A. Young  
Patricia B. Callan  
 Patricia B. Callan

Leslie A. Young  
 Leslie A. Young  
Patricia B. Callan  
 Patricia B. Callan

Thomas Cholnoky  
 Thomas Cholnoky

Imre Cholnoky  
 Imre Cholnoky

William C. Brooks  
 William C. Brooks

Ralph F. Brooks  
 Ralph F. Brooks,  
 PARTNERSHIP WITH  
 CHAMPLAIN ASSOCIATES.

STATE OF CONNECTICUT)  
 COUNTY OF FAIRFIELD )SS. At Greenwich this 12th day of  
 January A.D. 1981, Thomas Cholnoky, Imre Cholnoky, William C. Brooks  
 and Ralph F. Brooks personally appeared, and they acknowledged this  
 instrument, by them sealed and subscribed, to be their free act and  
 deed.

Before me Patricia B. Callan  
 Notary Public  
 Patricia B. Callan

(Authentication Certificate to be attached)

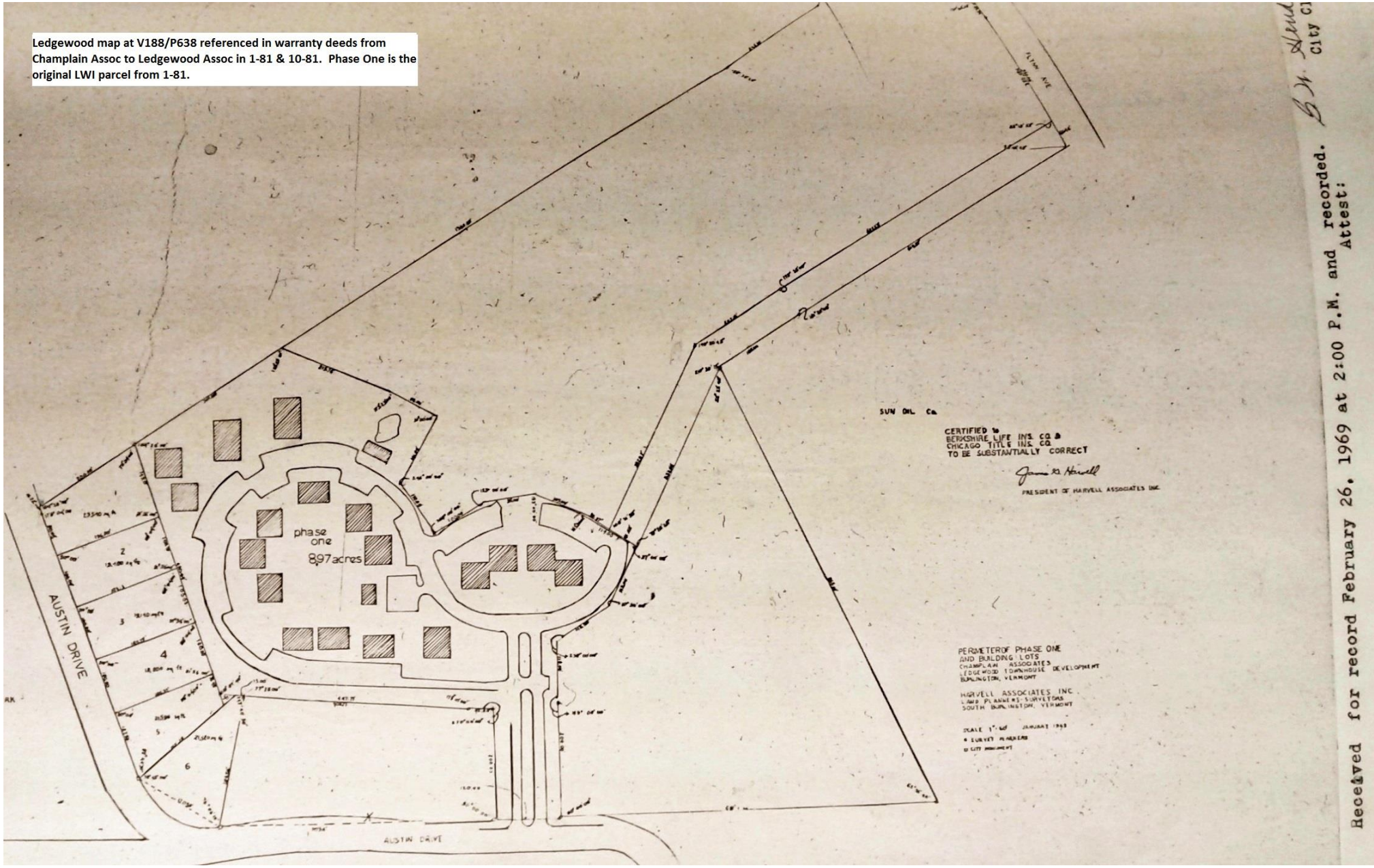
State of Connecticut  
 Judicial District  
 T.A. Fairfield  
 H. [Signature]

**BERNARD J. LUCKART**  
 I, Bernard J. Luckart Clerk of said Judicial District and of the Superior Court in and for said  
 District, the same being a Court of Record, having by law a seal hereby certify  
 That Patricia B. Callan  
 whose name is subscribed to the certificate of proof, acknowledgment or affidavit or to the instrument  
 thereon written, was, at the time of taking such proof, acknowledgment or affidavit, a person who is  
~~legally~~ within and for said Judicial District, being a resident thereof,  
 appointed, commissioned and sworn, and authorized by the laws of said State to take and certify  
 acknowledgments and proofs of debts or conveyances for lands, tenements and hereditaments, and to  
 instruments to be recorded herein, and to certify the same, that full faith and credit shall be given to  
 official acts; and I further certify that I have compared the signature to the original instrument with  
 this office by such person and verily believe that the signature, to the original instrument, is  
 signature and said certificate is not required to be under seal, and the person signing such certificate  
 law to file in this office an impression of the official seal.

her  
 In testimony whereof, I have hereunto set my hand and affixed the seal of said Court  
 and Judicial District and State, on the 13th day of January  
 1981  
 By Joyce M. [Signature]

Received for record Jan. 15 . 19 81  
 Attest: [Signature]

Ledgewood map at V188/P638 referenced in warranty deeds from Champlain Assoc to Ledgewood Assoc in 1-81 & 10-81. Phase One is the original LWI parcel from 1-81.



AGREEMENT BETWEEN CITY & LEDGEWOOD ASSOC

R. 507

7/14/81

AGREEMENT

Agreed

AGREEMENT, dated this 14 day of July, 1981, by and between LedgeWood Associates, a Vermont partnership having a place of business in Essex Junction, Vermont (the "Owner"), and the City of Burlington, a municipal corporation of the State of Vermont (the "City"):

WITNESSETH:

WHEREAS, the Owner has acquired the interests of Champlain Associates in certain lands and premises described in an Agreement and Covenant, dated July 19, 1967, recorded in Volume 183, Page 350 of the Land Records of the City of Burlington; and

WHEREAS, pursuant to the Agreement and Covenant, Champlain Associates obligated itself to satisfy certain standards at such time as such lands and premises were conveyed to anyone other than a purchaser who would continue to maintain them as a private and unitary development; and

WHEREAS, the Owner desires to commit said lands and premises to the provisions of the Vermont Condominium Ownership Act and to sell garden apartments and townhouse units to purchasers for value; and

WHEREAS, the Owner and the City have disagreed whether the conveyance of condominium apartments is consistent with the provisions of the Agreement and Covenant; and

WHEREAS, the Owner and the City desire to resolve their differences;

NOW, THEREFORE, THE Owner and the City, in consideration of Ten and More Dollars and other good and valuable consideration, hereby agree to modify and supplement the Agreement and Covenant, as follows:

- 1. The Owner may sell condominium apartments and townhouses on such lands and premises, providing that the deed from the Owner to each purchaser shall contain the following language:

The Grantee, by acceptance of this deed, acknowledges that certain of the water mains and services, sewer laterals and sewer facilities servicing the Apartments and the Condominium are owned by, and subject to maintenance, repair and replacement by the LedgeWood I Condominium Association or the LedgeWood Home Owners

Association; and the Grantee covenants for itself, its successors, heirs and assigns, not to petition or otherwise request the City of Burlington to accept such facilities as public facilities, nor to seek from the City of Burlington any repair, maintenance or replacement thereof.

2. The Owner shall further amend the Declaration of Covenants, Conditions and Restrictions, originally dated January 15, 1981, to add the following:

§2.05. Private Roads; Utilities. The Association shall own, and shall maintain, repair and replace all water mains and services, sewer laterals and secondary sewer facilities servicing the Property (including any portion thereof committed to Condominium ownership), and during such period of ownership the Association shall not, either directly or indirectly, petition or otherwise request the City of Burlington to accept such facilities as public facilities, nor seek from the City of Burlington any repair, maintenance or replacement thereof. At no time shall the City of Burlington be responsible for maintenance, repair or replacement thereof. At no time shall the City of Burlington be responsible for maintenance, repair or replacement of such water mains and services, sewer laterals and secondary sewer facilities.

*originally to the P  
at the time  
when "T"*

3. It is currently contemplated by the Owner and the City that, in connection with the further development of the LedgeWood property, so-called, the Owner will dedicate to the City a roadway, connecting Austin Drive and Flynn Avenue, said roadway to be constructed to City specifications and to contain within its right-of-way water, sewer and electrical lines, mains, and circuits. At the time that such roadway is dedicated to the City of Burlington, there shall be excluded from the dedication all secondary water mains and sewer laterals, so-called, which shall remain the responsibility of the appropriate Condominium Association or the LedgeWood Home Owners Association.

4. Except as otherwise provided herein the parties here-to ratify and affirm the Agreement and Covenant.

DATED at Burlington, Vermont this 14 day of July, 1981.

LEDGEWOOD ASSOCIATES

By: Gerald C. Milt  
Partner and Duly Authorized Agent

CITY OF BURLINGTON

By: Bernard Kander  
Mayor, Duly Authorized

Received for record July 14, 1981, at 1:55 P. M. and recorded.

Attest: A. F. Wagner  
City Clerk

Attachment 5

AMENDMENT

WHEREAS, on or about January 12, 1981, Ledgewood Associates (the "Declarant") acquired from Champlain Associates certain lands and premises at Ledgewood pursuant to a deed, recorded in Volume 272, Page 669 of the Land Records of the City of Burlington; and, on or about October 28, 1981, the Declarant acquired the remainder of Ledgewood from Champlain Associates' pursuant to a deed, recorded in Volume 279, Page 463 of the Land Records of the City of Burlington; and

WHEREAS, the Declarant intended that Ledgewood would be a fully integrated residential community and, to that end, the Declarant, on January 15, 1981, caused to be executed a Declaration of Covenants, Conditions and Restrictions, recorded in Volume 271, Page 512 of the Land Records of the City of Burlington, which has been amended by instruments recorded in Volume 225, Page 333 and Volume 275, Page 509 of the Land Records of the City of Burlington; and

WHEREAS, in connection with the governance of the original 76 units, the Declarant established a condominium regime, known as Ledgewood I as evidenced by a Declaration of Condominium, dated January 15, 1981, and recorded in Volume 271, Page 481 of the Land Records of the City of Burlington, as amended by an Amendment, dated May 29, 1981, and recorded in Volume 275, Page 328 of the Land Records of the City of Burlington; and

WHEREAS, in order to confirm certain rights reserved by Champlain Associates which are now possessed by the Declarant, and to assure further orderly development of Ledgewood, the parties hereto agree as follows:

1. The lands and premises acquired by the Declarant from Champlain Associates, recorded in Volume 279, Page 463 of the Land Records of the City of Burlington are, and shall be, subject to the provisions of the Declaration of Covenants, Conditions and Restrictions, as amended to date and from time to time hereafter.

2. The Declarant and the Home Owners Association (as defined in the Declaration of Covenants, Conditions and Restrictions) shall dedicate to the City of Burlington a roadway, connecting Austin Drive and Flynn Avenue, subject to the provisions of an Agreement, dated July 14, 1981 between the Declarant and the City of Burlington, recorded in Volume 275, Page 507 of the Land Records of the City of Burlington.

3. The Declarant, for itself and its successors and assigns, shall have a right to construct, install, use, maintain, repair and replace a total of 24 enclosed parking stalls, numbered 171 through 198, inclusive, at locations easterly and southerly of Buildings 4, 5, 6, 7, 8 and 9 and adjacent to the private roadway within Ledgewood I, together with the right of access to, over and through said roadway and the 24 open parking stalls adjacent thereto. The location of the parking facilities are shown and set forth on a plan of land entitled

4. This Amendment shall be an amendment to the Declaration of Covenants, Conditions and Restrictions, and to the Declaration of Condominium of the Ledgewood I Condominium, both as previously amended.

5. Vermont Service Corporation and Vermont Federal Savings & Loan Association join in the execution of and consent to this Amendment as mortgagees of the interests of the Declarant and Unit Owners.

6. The date of this Amendment is June 21<sup>st</sup>, 1982.

WITNESSES:

UNIT NO. 11

[Signature]  
[Signature]

Gerald C. Melot for  
Sedgewood Associates

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington in said County and State on this 21<sup>st</sup> day of June, 1982, personally appeared Gerald C. Melot and he acknowledged this instrument by his signed and sealed to be his free act and deed.

Before me

[Signature]  
Notary Public

Signature pages continue for pages 143 to 164, representing at least 75% of the 76 Ledgewood I/LHOA units

[Signature]  
[Signature]

UNIT NO. 12

Frederick R. Sporck  
Frederick R. Sporck

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington in said County and State on this 23<sup>rd</sup> day of June, 1982, personally appeared Frederick R. Sporck, he acknowledged this instrument by him signed and sealed to be his free act and deed.

Before me

[Signature]  
Notary Public

[Signature]  
[Signature]

UNIT NO. 13

Sedgewood Associates  
Gerald C. Melot

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

# Know all Men by these Presents

That LEDGEWOOD ASSOCIATES, a Vermont partnership having a place of business in

Quit Claim Deed for LW pool & community building, from LW Assoc to LHOA, signed 1/15/81, recorded 1/20/81 V272/P685

~~xxx~~ Essex in the County of Chittenden  
and State of Vermont Grantor, in the consideration of  
-----Ten and more-----Dollars

paid to its full satisfaction by  
LEDGEWOOD HOME OWNERS ASSOCIATION, a Vermont non-profit corporation having a place of business in

~~xxx~~ Burlington in the County of Chittenden  
and State of Vermont Grantee, have Remised, Released,  
and Foreber Quit-claimed unto the said

LEDGEWOOD HOME OWNERS ASSOCIATION, and its successors and assigns  
heirs or assigns,  
all right and title which

LEDGEWOOD ASSOCIATES

its successors and assigns ~~xxx~~ ~~xxx~~ have in, and to a  
certain piece of land in Burlington in the  
County of Chittenden and State of Vermont, described as  
follows, viz:

Being two pieces or parcels of land, with all buildings and improvements thereon, and being a portion of the lands and premises conveyed to Ledgewood Associates pursuant to a warranty deed, dated January 12, 1981 of Champlain Associates, recorded in Volume 272, Page 669 of the Land Records of the City of Burlington.

Said parcels of land are the swimming pool, pool building and community building, so-called, at Ledgewood, and have dimensions equal to five feet greater than the length and width of pool or building as the case may be.

Reference is hereby made to said deed and records and to the deeds and records therein referred in further aid of this description.

Vermont Property Transfer Tax  
32 V.S.A. Chap. 231  
--ACKNOWLEDGMENT  
Return Rec'd. - Tax Paid - Board of Health Cert.  
Vt. Land Use & Development Plans Act Cert.  
Return No. 1588063  
Signed - G. Wagner  
D. 1c 1/20/81

**To Have and to Hold** all its right and title in and to said quit-claimed premises, with the appurtenances thereof, to the said

LEDGEWOOD HOME OWNERS ASSOCIATION, and its successors

~~heirs~~ and assigns forever.

**And Furthermore** it the said

LEDGEWOOD ASSOCIATES

do for itself and its successors

~~heirs, executors and administrators~~ covenant with the said

LEDGEWOOD HOME OWNERS ASSOCIATION, and its successors

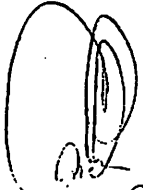
~~heirs~~ and assigns, that from and after the ensembling of these presents the said








LEDGEWOOD ASSOCIATES

will have and claim no right, in, or to the said quit-claimed premises.

In Witness Whereof, LEDGEWOOD ASSOCIATES hereunto sets its hand and seal  
this 15 day of January A. D. 1981




In Presence of

  
Toni A. Lisman

LEDGEWOOD ASSOCIATES   
BY:    
  
  
  


State of Vermont, } ss. At Burlington this  
CHITTENDEN County } 15 day of January A. D. 1981

Gerald C. Prout

personally appeared, and  acknowledged this instrument, by  
 sealed and subscribed, to be  free act and deed.  
and the free act and deed of LEDGEWOOD ASSOCIATES.  
Before me \_\_\_\_\_

Received for record Jan, 20, 19 81, at 2:05 P. M. and recorded

Attest:   
City Clerk

# Deed.

QUIT-CLAIM

LEDGEWOOD ASSOCIATES.

TO

LEDGEWOOD HOME OWNERS  
ASSOCIATION

Dated. January 19 81

Burlington CLERK'S OFFICE

RECEIVED FOR RECORD

January 20 A. D., 19 81  
AT 2 O'CLOCK 05 MINUTES P. M.

AND RECORDED IN Warranties  
BOOK 272 PAGE 685 OF LAND RECORDS

ATTEST D. F. Wagner  
Carl Raymond CLERK

RECORDERS FEE \$ \_\_\_\_\_

LISMAN & LISMAN  
ATTORNEYS AT LAW  
191 COLLEGE STREET  
BURLINGTON, VERMONT 05401

March 13, 2019

TO: LedgeWood I Condo Association Board:  
Werner Ostmann (President), Emily Ryan, Joe Johnson

FROM: LedgeWood Home Owners ("Master") Association Board:  
Betsy Liley (President), Heather Ballou, Ann Rugg, Judy Schultz, Craig Weatherly

RE: **DISCLAIMING OWNERSHIP OF AUSTIN DRIVE ENTRYWAY**

We are writing to notify you that the LedgeWood Home Owners Association Board has voted that effective immediately, the LedgeWood Home Owners Association disclaims any right, title or interest in or to the so-called "Austin Drive entryway", having determined that the deed by which that parcel was conveyed to the LHOA is invalid, and that the LedgeWood I Condo Association is the owner of the property.

The "Austin Drive entryway" is a portion of the property purportedly conveyed by the developer, LedgeWood Associates, to the LedgeWood Home Owners Association by warranty deed on January 27, 1993 [*City Land Records V473/P126*]. It consists of a roughly 120' by 285' rectangular parcel that encompasses the two paved entry/exit lanes connected to Austin Drive, the median between those lanes, a roughly 30' wide strip of land along the outer side of each lane, and the paved intersection with the southern extension of Oakbeach Drive.

The LedgeWood Home Owners Association will no longer arrange or pay for any property maintenance, services or fees related to the above-described parcel of land, including the paved roadway, grounds, leased street lights, underground utilities, and City stormwater management fees.

Last year, while pursuing the possible conveyance of the Austin Drive entryway to the City of Burlington, we determined that the 1993 warranty deed referenced above did not effect a conveyance of the Austin Drive entryway because:

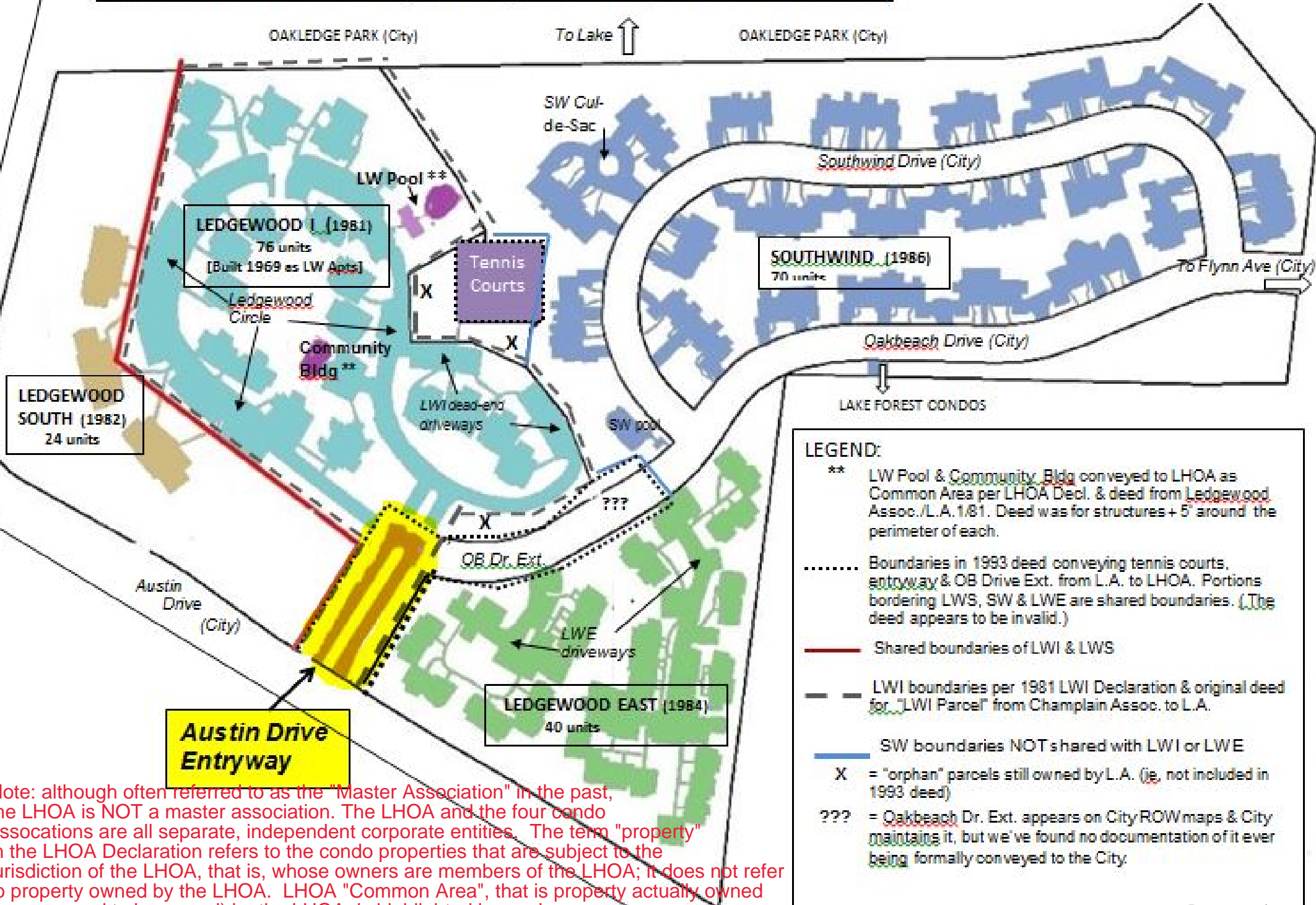
- It was part of the parcel of land that LedgeWood Associates conveyed into LWI Condo Association ownership on January 15, 1981 [*City Land Records V271/P481*]. Therefore, LedgeWood Associates did not own the entryway when it purported to convey it to the LHOA in 1993. LWI is and always has been the owner, since January 1981.
- §5.06 of the LHOA Declaration requires approval by 2/3 of owners in order to annex additional Common Area to the Property, which was never done when it was purportedly deeded to the LHOA.
- The LWI Declaration and/or pertinent state statutes presumably would have required some type of LWI owner approval, along with a vote of the LWI Board and a deed from LWI to the LHOA, in order to convey a LWI Common Element to the LHOA. This was not done.

The attached property site map shows the approximate location and boundaries of the Austin Drive entrance and exit. The exact property lines may be determined from the parcel description in the 1993 warranty deed [*City Land Records V473/P126*] combined with the parcel description in Exhibit D of the Declaration of LedgeWood I Condominium [*V271/P505*].

This action will be recorded in the City of Burlington Land Records. [Recorded in Book 1437/Pg. 193]

cc: All members of the LedgeWood Home Owners Association (owners of units in the LedgeWood I, LedgeWood South, LedgeWood East, and Southwind Condo Associations)

# LEDGEWOOD HOME OWNERS ("Master") ASSOCIATION "PROPERTY" SITE MAP



Note: although often referred to as the "Master Association" in the past, the LHOA is NOT a master association. The LHOA and the four condo associations are all separate, independent corporate entities. The term "property" in the LHOA Declaration refers to the condo properties that are subject to the jurisdiction of the LHOA, that is, whose owners are members of the LHOA; it does not refer to property owned by the LHOA. LHOA "Common Area", that is property actually owned (or presumed to be owned) by the LHOA, is highlighted in purple.

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: MSK Attorneys  
Issuing Office: 004949  
Loan ID Number:  
Agent File Number:  
Property Address: Austin Drive, Burlington, Vermont 05401

**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A**

1. Commitment Date: 5/5/2025
2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy (Standard)  
Proposed Insured: City of Burlington  
  
Proposed Policy Amount: \$50,000.00
3. The estate or interest in the Land at the Commitment Date is Fee Simple.
4. The Title is, at the Commitment Date, vested in:  
LedgeWood I Condominium Association and LedgeWood I Condominium Homeowners' Association, Inc.
5. The land is described as follows: Property Description attached.  
Austin Drive, Burlington, Vermont 05401

Countersigned and validated



By: Authorized Signatory

---

Jonathan S. R. Anderson,  
Vice President & Chief Underwriting Counsel

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by CATIC. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**SCHEDULE B - PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. An ALTA Homeowner's Policy or ALTA Owner's Policy must include the Vermont Definitions Endorsement.
6. If the property is unimproved, unoccupied, or otherwise vacant, confirm that seller or borrower is legitimate using reliable identity verification methods. Refer to our underwriting guidelines or contact one of our Underwriters for assistance.

See attached Schedule B - Part I Continuation Sheet for additional Requirements

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by CATIC. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form*

**Schedule B, Part I Requirements are continued as follows:**

All references are to recorded documents in the City of Burlington Land Records.

6. Execute and record Warranty Deed from Ledgewood I Condominium Association and Ledgewood I Condominium Homeowners' Association, Inc. to the City of Burlington.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by CATIC. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**SCHEDULE B, PART II  
Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of persons in possession, other than the insured, which are not shown by the Public Records.
2. (i) Boundary line disputes, overlaps, encroachments, title to filled lands (if any) and all other facts which an accurate survey and inspection of the land would disclose and which are not shown by the Public Records; (ii) Any easements or claims of easements not shown by the Public Records.
3. Real estate taxes, municipal assessments and private association assessments, if any, including liens and assessments, not yet due and payable.
4. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

See attached Schedule B - Part II Continuation Sheet for additional Exceptions from Coverage

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by CATIC. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**Schedule B, Part II  
Exceptions**

**Continuation Sheet**

All references are to recorded documents in the City of Burlington Land Records.

5. Easement and Right-of-Way Agreement granted by Ledgewood Associates to the City of Burlington dated March 1, 1982 and recorded March 3, 1982 in Volume 280 at Page 632.
6. Matters depicted and notes recited on a survey entitled "Burlington Electric Department, Burlington, Vermont, Ledgewood Condominiums, South Cluster, Drawing No. D-253 dated October 6, 1981".
7. Easement to Vermont Gas Systems, Inc. dated June 6, 2017 and recorded September 19, 2019 in Volume 1360 at Page 321.
8. Matters depicted and notes recited on a plan entitled "Boundary Survey Land of Ledgewood I Condominium To Be Conveyed To The City of Burlington" prepared by Krebs and Lansing Consulting Engineers, Inc. as Project 23159, dated June 1, 2023 and recorded in Map Slide 595B.
9. Matters depicted and notes recited on the following:
  - a. Site & Utility Plan entitled "Ledgewood Condominiums, Burlington, Vermont" prepared by Fitzpatrick – Llewellyn Associates dated August 1981 and recorded in Map Book 123 at Page 18.
  - b. Site & Utility Plan – South Cluster entitled "Ledgewood Condominiums, Burlington, Vermont" prepared by Fitzpatrick – Llewellyn Associates dated August 1981 and recorded in Map Book 124 at Page 21.
  - c. Site & Utility Plan – East Cluster entitled "Ledgewood Condominiums, Burlington, Vermont" prepared by Fitzpatrick – Llewellyn Associates dated June 1983 and recorded in Map Book 141 at Page 27.

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**ALTA COMMITMENT FOR TITLE INSURANCE****issued by  
CATIC****NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, CATIC (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS****1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued

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- pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements;
  - f. Schedule B, Part II—Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - i. comply with the Schedule B, Part I—Requirements;
    - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
    - iii. acquire the Title or create the Mortgage covered by this Commitment.
  - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.
  - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
  - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured

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- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. PRO-FORMA POLICY  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. CLAIMS PROCEDURES  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. CLASS ACTION  
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.



CATIC

By



JAMES M. CZAPIGA, PRESIDENT

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## Property Description

Re: Austin Drive, Burlington, VT 05401

Being the lands and premises identified as "Land To Be Conveyed to the City of Burlington Area = 0.73 Acres" on the plan entitled "Boundary Survey Land of Ledgewood I Condominium To Be Conveyed To The City of Burlington" prepared by Krebs and Lansing Consulting Engineers, Inc. as Project 23159, dated June 1, 2023 and recorded in Map Slide 595B of the City of Burlington Land Records.

Being a portion of the lands and premises declared as a Common Element of the Ledgewood I Condominium (the "Condominium"), a common interest community established by Declaration dated January 15, 1981 and recorded January 15, 1981 in Volume 271 at Page 481 of the City of Burlington Land Records, as amended including, without limitation, by Amendment dated June 21, 1982 and recorded in Volume 283 at Page 141 of the City of Burlington Land Records (the "Declaration").

Being a portion of the lands and premises conveyed by Warranty Deed from Thomas Chohnoky, Imre Chohnoky, William C. Brooks, Ralph F. Brook, d/b/a Champlain Associates to Ledgewood Associates dated January 12, 1981 and recorded January 15, 1981 in Volume 272 at Page 669 of the City of Burlington Land Records, and is described more particularly in the Declaration.

Reference is made to a letter from Ledgewood Home Owners ("Master") Association Board to Ledgewood I Condominium Association Board dated March 13, 2019 and recorded in Volume 1437 at Page 193 of the City of Burlington Land Records by which Ledgewood Home Owners ("Master") Association disclaimed "any right, title or interest in or to" the Property, which is described therein with reference to a Warranty Deed from Ledgewood Associates to Ledgewood Home Owners Association dated January 27, 1993 and recorded January 29, 1993 in Volume 473 at Page 126 of the City of Burlington Land Records.

Reference is hereby made to said deeds and their records, to all references therein and to the Stowe Land Records in aid of this description."

## WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **Ledgewood I Condominium Association**, an unincorporated Vermont association with its principal place of business in the City of Burlington, County of Chittenden and State of Vermont, and **Ledgewood I Condominium Homeowners' Association, Inc.**, a Vermont nonprofit corporation ("Grantor"), in consideration of the sum of Ten and More Dollars paid to its full satisfaction by the **City of Burlington**, a Vermont municipal corporation situated in Chittenden County, Vermont ("Grantee"), by these presents, does freely GIVE, GRANT, SELL, CONVEY and CONFIRM unto the said Grantee and to its successors and assigns forever, the following lands and premises with all appurtenances thereto located in the City of Burlington, County of Chittenden, and State of Vermont (the "Property") described as follows, viz:

Being the lands and premises identified as "Land To Be Conveyed to the City of Burlington Area = 0.73 Acres" on the plan entitled "Boundary Survey Land of Ledgewood I Condominium To Be Conveyed To The City of Burlington" prepared by Krebs and Lansing Consulting Engineers, Inc. as Project 23159, dated June 1, 2023 and recorded in Map Slide \_\_\_ of the City of Burlington Land Records.

Being a portion of the lands and premises declared as a common element by Declaration of Ledgewood I Condominium made by Ledgewood Associates, a Vermont general partnership, dated January 15, 1981 and recorded in Volume 271 at Page 481 of the City of Burlington Land Records, as amended (the "Declaration") including, without limitation, by Amendment dated June 21, 1982 and recorded in Volume 283 at Page 141 of the City of Burlington Land Records, which authorized and required the dedication of the property conveyed hereby to the City of Burlington for use as a public roadway. The Declaration identifies the association of unit owners that manages the common elements of the condominium as Ledgewood I Condominium Association, an unincorporated association, however, the unit owners have also formed a Vermont nonprofit corporation called Ledgewood I Condominium Homeowners' Association, Inc. to manage those same common elements; accordingly, this deed is executed by both entities.

The Property shall be used for the purpose of: (a) operating, maintaining, repairing, replacing and reconstructing an existing public roadway; and (b) operating, maintaining, repairing, replacing and reconstructing stormwater collection, detention and disposal infrastructure, including swales, pipes and catch basins, and associated appurtenances and equipment and other related facilities and improvements. By acceptance of this Deed, Grantee acknowledges and agrees that it has received all necessary certifications and test results, and it has performed all investigations, it deems necessary to accept the above-mentioned improvements in their "as-is, where-is" condition. By its conveyance of the Property, Grantor intends for the Property to longer be subject to the Declaration, to the Grantor's bylaws or rules and regulations, or to any other term or condition associated with the Property's prior status as a common element of a common interest community, except with respect to Grantor's management of any private utilities that may be located upon or within the Property.

The Property is conveyed subject to and with the benefit of: (1) applicable provisions of state laws and regulations, municipal ordinances, public laws and special acts; (2) all rights of the public and others legally entitled thereto in any portion of the Property lying within the boundaries of a public road, way, street, trail, or alley, not meaning to reinstate any claims barred by operation of the Vermont Marketable Record Title Act, 27 V.S.A. § 601 et seq.; (3) the requirements of applicable federal, state and municipal laws, ordinances, regulations, permits and approvals pertaining to the Property, as each may be modified or amended from time to time; (4) all existing utilities located upon or within the Property, including any associated easements; and

(5) the reservation by Grantor of an easement to install, inspect, maintain, repair and replace all private utilities owned or maintained by Grantor and located within the Property.

Reference is made to a letter from Ledgewood Home Owners (“Master”) Association Board to Ledgewood I Condominium Association Board dated March 13, 2019 and recorded in Volume 1437 at Page 193 of the City of Burlington Land Records by which Ledgewood Home Owners (“Master”) Association disclaimed “any right, title or interest in or to” the Property, which is described therein with reference to a Warranty Deed from Ledgewood Associates to Ledgewood Home Owners Association dated January 27, 1993 and recorded January 29, 1993 in Volume 473 at Page 126 of the City of Burlington Land Records. Ledgewood Home Owners Association joins in the execution of this deed to remise, release and forever quit claim any and all right, title, and interest that it may have in and to the Property and to covenant with the Grantee that from and after the execution of this deed it will have and claim no right in or to the Property.

Reference is hereby made to the above-referenced instruments, plans and deeds and the records thereof, and the references therein made all in further aid of this description.

TO HAVE AND TO HOLD the Property, with all the privileges and appurtenances thereto, to Grantee, the **City of Burlington**, and to its successors and assigns, to their own use and behoof forever; and Grantor, **Ledgewood I Condominium Association** and **Ledgewood I Condominium Homeowners’ Association, Inc.**, each for itself and its successors and assigns, does covenant with the said Grantee and its successors, and assigns, that until the ensealing of these presents, Grantor is the sole owner of the Property, and has good right and title to convey the same in the manner aforesaid, that the Property is FREE FROM EVERY ENCUMBRANCE, except as aforementioned; and Grantor hereby engages to WARRANT and DEFEND the same against all lawful claims whatever, except as aforesaid.

*Signature Page to Follow*

IN WITNESS WHEREOF, the undersigned does hereby execute this Warranty Deed on \_\_\_\_\_, 2023.

**Ledgewood I Condominium Association  
Ledgewood I Condominium Homeowners'  
Association, Inc.**

By: \_\_\_\_\_  
Andrew Prendimano  
Treasurer and Authorized Agent

STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.

This deed was acknowledged before me on \_\_\_\_\_, 2023 by Andrew Prendimano as Treasurer and Authorized Agent of Ledgewood I Condominium Association and of Ledgewood I Condominium Homeowners' Association, Inc.

Before me, \_\_\_\_\_  
Notary Public State of Vermont  
My commission expires: 1.31.25  
My credential number: \_\_\_\_\_

Ledgewood Home Owners Association

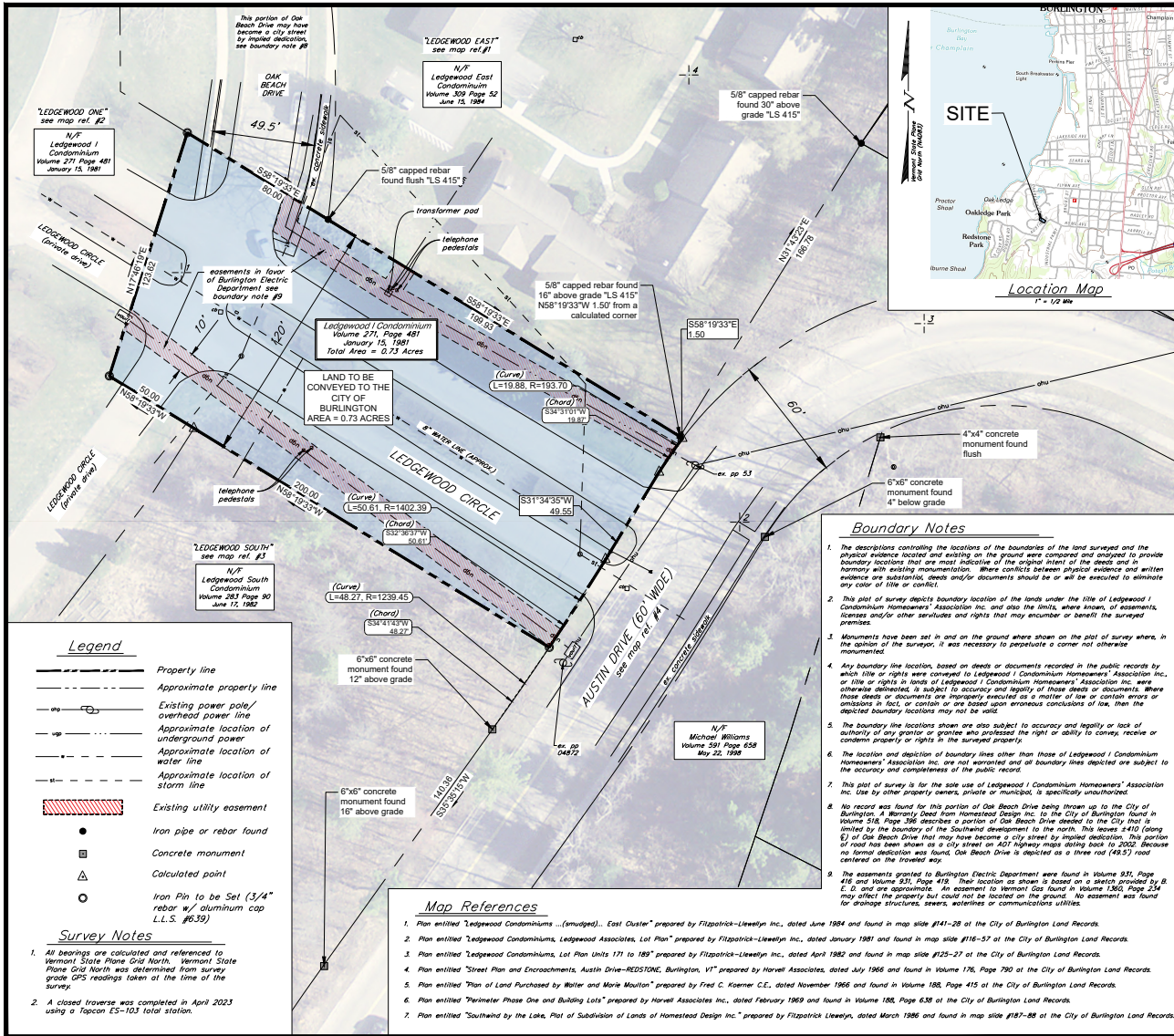
By: \_\_\_\_\_  
Betsy Liley  
President and Authorized Agent

STATE OF VERMONT  
COUNTY OF CHITTENDEN, SS.

This deed was acknowledged before me on \_\_\_\_\_, 2023 by Betsy Liley as President and Authorized Agent of Ledgewood Home Owners Association.

Before me, \_\_\_\_\_  
Notary Public State of Vermont  
My commission expires: 1.31.25  
My credential number: \_\_\_\_\_

EX-D



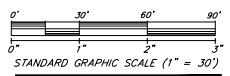
# Ledgewood I Condominium Homeowners' Association Inc.

80 Austin Drive, Burlington, Vermont



**Certification**  
 This survey is based on physical evidence found in the field and information abstracted from deeds and other pertinent records and this survey is consistent with that evidence. This plot conforms to V.S.A. section 1205.

*[Signature]*  
 JOHN JAMES, L.L.S. #639



## BOUNDARY SURVEY

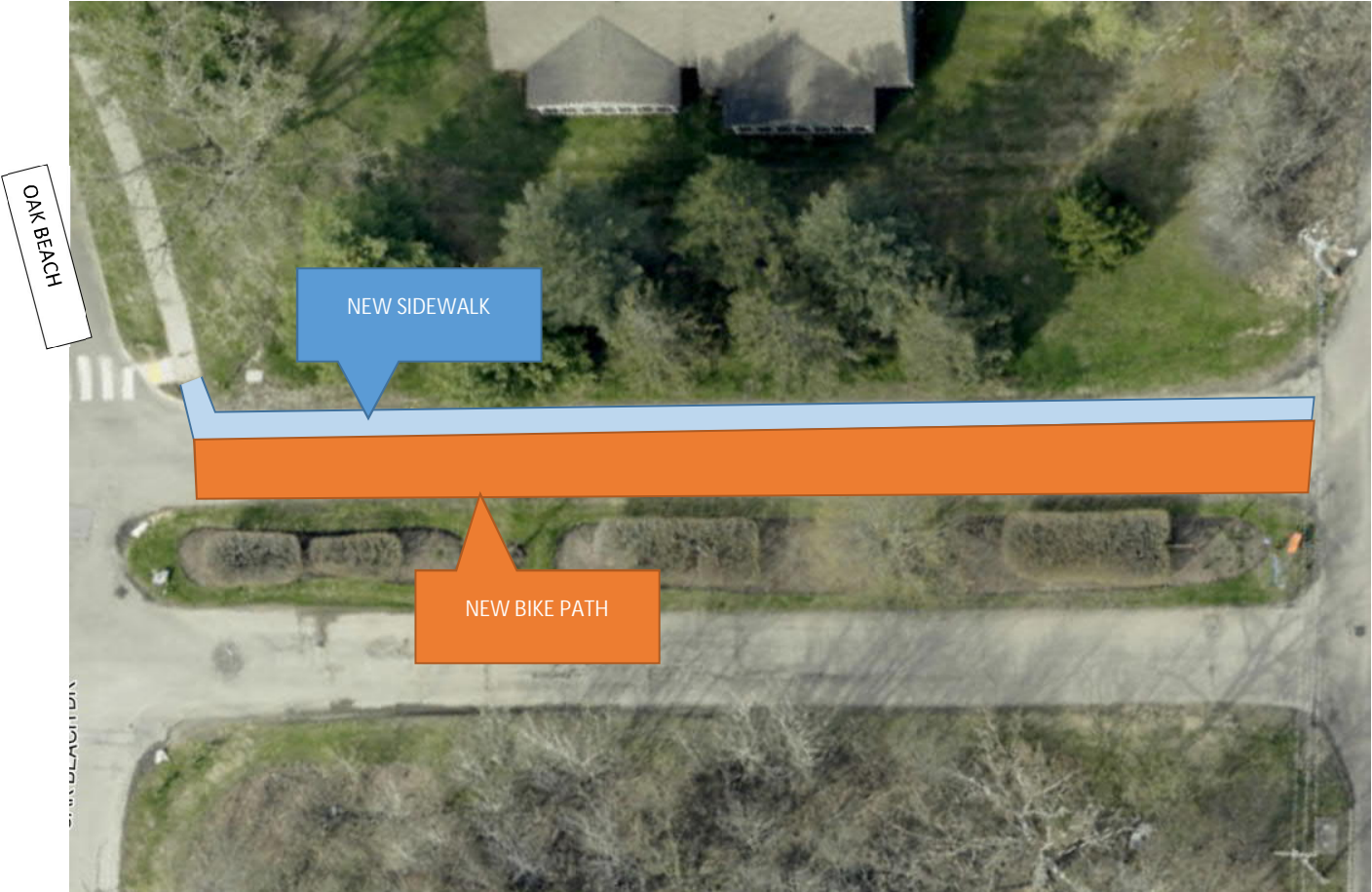
### LAND OF LEDGEWOOD I CONDOMINIUM TO BE CONVEYED TO THE CITY OF BURLINGTON

REV. NO.	REVISIONS/COMMENTS	DATE

Drawing Title:	
Boundary Survey	
DATE of Issue: 6/1/2023	
Drawn by: BLW	Checked by: IAJ
Project No: 23159	Scale: 1" = 30'
Drawing No:	Rev. No:

B-1

EX-E





**CITY OF BURLINGTON  
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street  
Post Office Box 849  
Burlington, Vermont 05402-0849  
802.863.9094 VOX  
802.863.0466 FAX  
802.863.0450 TTY

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

**Norman J. Baldwin, P.E.**  
*CITY ENGINEER*  
*ASSISTANT DIRECTOR OF PUBLIC WORKS*

**RIGHT OF WAY ACCEPTANCE PROCEDURE**

**JANUARY 26, 2014**

**PRE-DEVELOPMENT**

**Pre-Development Documentation**

Before a pre-construction meeting can be held, the Developer must provide the Public Works Department with the following information:

- All deeds and/or easements;
- Cost estimate for construction;
- Evidence that all requirements and conditions imposed by the Development Review Board have been met;
- Two (2) copies of all accepted plans and specifications;
- Evidence that the required Mylar depicting all lots, Rights-of-Way and easements has been filed.

**Project Duration**

Development projects are to be completed within fifteen (15) months of the first project meeting unless otherwise agreed in advance of the start of a project.

**Project Escrow Account**

All of the public works improvements to be dedicated to the City of Burlington are to be guaranteed through an escrow account provided to the City at no cost and in coordination with any development agreement under the City of Burlington Development Review Board. The escrow account shall be in an amount sufficient to cover the total estimated costs of the improvements as accepted by the City Engineer. The escrow account shall be conditioned upon the satisfactory completion of the improvements for a period of three (3) years, from the date of final acceptance by the City.

Prior to establishment of a satisfactory dollar value for the escrow account, the Developer shall submit an accurate construction cost estimate. The cost estimate shall be submitted to the City Engineer for review and acceptance, prior to the establishment of an escrow account. Releases to the escrow account will be made periodically based on satisfactory progress, however no more than one release per month will be allowed because of processing requirements.

Partial releases of the bond for water distribution, sanitary sewers, and storm drainage will only be made for those continuous sections which pass all required tests.

**Warranty and Retainage**

Following City acceptance of final construction there is a three (3) year guarantee period with a ten (10%) percent retainage.

**Work to Conform**

All materials, design, and workmanship must meet nationally accepted standards and practices along with all applicable standards of the City of Burlington. The City recognizes the State of Vermont Agency of Transportation Standard Specifications for Construction (latest edition as a supplemental source for standards not detailed in the City of Burlington specifications). Where a conflict arises between the published standards established in this document and other published City Engineering Standards, the more stringent shall apply.

During the progress of construction and upon completion, all work must conform to these standards and the plans permitted by the City of Burlington. Field revisions necessitated by the conditions of the site must be approved by the Design/Project Engineer and accepted by the City Engineer prior to acceptance of the completed work. The work shall be performed in conformance with current standard engineering practices and principles.

**Protection and Repair to Existing Utilities**

The Contractor shall notify Dig-Safe (1-888-344-7233) prior to any excavation in the public Right-of-Way or utility easement limits, except in the case of emergencies. In emergency situations, the Contractor shall notify the Public Works Department during regular office hours (8:00 a.m. to 4:30 p.m.). In addition, the Public Works Department shall be contacted seventy-two (72) hours prior to any scheduled work within the limits of the public Right-of-Way. Whenever culverts, sewers, drains, manholes, catch basin connections, water mains, electric conduits, telephone conduits, utility poles, overhead lines or other existing facilities are encountered, they shall be protected and firmly supported by the Contractor at his/her own expense, by methods approved by the Design/Project Engineer. Until excavation is backfilled and the existing structures are made secure, injury to any such structures caused by or resulting from the Contractor's Operations, shall be repaired at the Contractor's expense within a time period that will not place an unreasonable burden on the users. The authority having charge of any particular underground structure shall be notified promptly of injury to its structure. Pipes or other underground structures encountered in excavating or trenching shall be permanently supported by methods acceptable to the Public Works Department for municipal utilities and the utility owner

**Reconstruction of Existing Utilities**

In no case shall the Developer/Contractor move, change or repair any water main, sewer main, electric conduit, telephone conduit, utility pole, anchor, or any underground cables, conduits or structures without permission of the Public Works Director and the utility owner, and until they are satisfied that adequate warning to the users has been provided. The Developer shall be responsible for the work and for providing notice to users before interrupting service. Unless specifically provided for by written agreement, reconstruction, both overhead and underground, of the utilities shall be at the Developer/Contractor's expense.

**Permits-General**

It shall be the Contractor's responsibility to obtain all federal, state, local or utility company permits necessary for the construction of the project prior to initiation of construction. The Contractor is also responsible for maintaining these permits in force during the length of the contract and for taking all required actions to comply with the content of the permits. All permits shall be readily available on site at all times.

**Building Permits**

Building Permits will only be issued when

- A Zoning Permit has been issued and in the "Released" status.
- Construction Plan Sets have met with the satisfaction of the Building Inspectors and the State of Vermont Division of Fire Safety.
- A Development Project Escrow Account has been established that meets with the satisfaction of the Department of Public Works City Engineer.
- Evidence that the required Mylar depicting all lots, Rights-of-Way and easements have been filed.
- The design drawings containing a stamped and signed statement by a licensed land surveyor that all property corner markers and roadway monuments have been set in accordance with the accepted property plat.
- Street Addresses have been assigned.

#### **Unified Certificate of Occupancy**

- No Temporary or Permanent Certificates of Occupancy will be issued until the roadway has been accepted by the City of Burlington.

#### **Maintenance**

Projects are generally split into phases with approval from the DRB for each phase. To avoid conflicts over reductions in payment and questions over responsibility for winter maintenance during construction, the following procedure is established:

The City will provide winter snow removal and maintenance services during the first winter of the roadway construction phase only if prior acceptance is given and if the base course of asphalt has been constructed and Snow Plow Agreement has been accepted. If only the sub-base gravel course has been constructed, the Developer/Contractor shall be responsible for plowing and salting/sanding on all unpaved streets. Building permits should generally not be requested for streets which cannot have a base course of asphalt on them prior to winter.

It is recommended that the top course of asphalt not be laid during the first construction season as construction settlement or frost damage historically shows up the following spring. By postponing the top course, corrections can be made at less cost to the Developer. It should be noted however, heavy truck traffic may damage the base course pavement prior to paving the top course. To alleviate this problem, the base course shall be a minimum 2-½" thick if allowed to sit through the winter or construction equipment should be kept off the paved base course until the top course is applied and has been accepted by the Public Works Department.

#### **Liability Insurance Coverage**

In the event that the City is being asked to clear ice and snow in advance of the City's acceptance of the roadway the Owner/Developer of the roadway shall secure a Liability Insurance policy with at least \$2,000,000 in aggregate coverage. This insurance policy shall name the City as the additional insured and be in effect up until the date of acceptance.

### **DURING DEVELOPMENT**

#### **Supervisor on the Job Site**

The Contractor shall be responsible for ensuring that there is a supervisor or responsible individual with the authority to make decisions for the Contractor under his/her direct employ on the job site at all times

that construction is underway, whether or not the construction is being accomplished by a subcontractor hired by a general contractor.

**Contact List**

Developer will maintain and make available to the City a contact list for the project.

**Construction Meetings**

Regularly scheduled construction meetings shall occur and City Engineering staff and Utilities shall be given adequate notice to attend.

**Resident Engineer**

The Developer shall hire a Resident Engineer to inspect the work to ensure the work is built according to the permitted and approved design. A daily log of construction activities, testing and field inspections to properly document the work is being completed in accordance with the approved plan set. Inspection Documentation will be made available to the City for their review throughout the process of construction.

**Water Division-Water Distribution System Installation**

Public Works Water Division reserves the first right of refusal to make connections and install the water distribution and hydrant system. If it is agreed a private contractor will be performing the work then a member of the water distribution crew must be on site to ensure work is done in a manner that meets City Standards and ensures sanitary connections to our water supply system.

**BED Inspection Personnel**

BED will require an inspector on site to verify proper installation of our duct banks, pads and hand holes and all electrical Equipment/Infrastructure.

**POST DEVELOPMENT**

**Engineering Services During and at the end of Construction**

The Developer is required to have the Design/Project Engineer inspect the project during construction for the purpose of providing verification of tests and also to verify that the project was constructed in conformance with the accepted plans.

**Acceptance of Roadway**

The following shall occur where a roadway is to be irrevocably offered by way of dedication to the City:

- The survey map depicting the roadway shall be completed by a licensed surveyor and recorded with the City.
- All pins/concrete markers/other monumentation in and along the roadway must be installed before acceptance of the roadway and no later than the date of the offer of dedication.
- The complete inspection file which should include (field notes, daily logs, material testing, pressure tests, bacti tests) and will be made available at the point of dedication and City acceptance.
- The owner of the roadway shall secure an owner's policy of title insurance in favor of the City of Burlington.

- The owner will produce all waivers of lien from their design engineers, contractors, and material suppliers utilized in the development of the roadway seeking to be dedicated to the City.
- Counsel for the owner of the roadway shall certify that all permits and all acceptances for construction of the road have been secured and that the roadway and any water, storm, or sewer lines situated within the roadway have been constructed in accordance with such permits/acceptances.
- BED will participate in review of the final plans/plats to ensure that any necessary easements are in place and facilities are developed to a standard they are prepared to accept.
- The Warranty Deed transferring the roadway to the City shall contain a meets and bounds description of the roadway and reference to the recorded survey map.
- The Developer shall pay the reasonable costs of the City in reviewing the instruments of transfer and compliance with the foregoing conditions.

**City Engineer Fees**

City Engineer fees shall be assessed to all proposed development in the City of Burlington consistent with staff billable rates.

**City Attorney Fees**

CITY attorney fees shall be assessed at prevailing rates to all proposed development in the City of Burlington. The City Attorney assists the City in reviewing the instruments of transfer and compliance with the requirements where easement(s) and/or roadway is to be irrevocably offered by dedication to the City.

**Submittal of As-Built Drawings**

A Certificate of Compliance will not be issued for any portion of a project involving an extension of utilities or a road until all testing/inspection certifications have been submitted and an initial set of record drawings have been accepted by the City. Record drawings shall be submitted in electronic format (PDF) and should include the following information:

**Sanitary Sewers**

- Accurate locations, depths, pipe materials, sizes, and slopes, of all sanitary sewer lines, sewer service lines at the Right-of-Way, building connections, cleanouts, and manholes including rim elevations, invert elevations and distances between manholes.

**General Requirements Burlington Public Works Standards and Specifications**

- Results of leakage tests on all pipelines and manholes.
- Results of deflection and lamping tests.
- Results of sewerline video, if available.
- Documentation of three (3) distance tie measurements for each structure.

**Water Distribution**

- Accurate locations of all water lines, valves, and appurtenances.
- Accurate measurements and depths to all valves, tees, bends, curb stops, and any other fittings from permanent fixtures such as telephone poles, hydrants, buildings, transformers, etc.
- All curb boxes shall be marked with stakes so they can be easily located before building services are connected.

- Results of hydrostatic, leakage, and disinfection tests on all pipelines.
- Documentation of three (3) distance tie measurements for each structure.

#### **Storm Drains**

- Depth, size, location, and type of all storm drain lines and culverts, including underdrains and services along with elevations.
- Location of all catch basins.
- Location and details for all storm drainage facilities, such as detention ponds.
- Location of all drainage ways, water courses, etc.
- Location and width of drainage easements.
- Results of pipeline video, if available.

#### **Highways**

- Accurate locations of all streets, culverts, and other facilities.
- For streets, the following information shall be shown:
- Width of pavement from curb to curb or shoulder to shoulder;
- General Requirements (City of Burlington Public Works Standards and Specifications)
- Right-of-way dimensions for streets;
- Width of sidewalks, bike paths and easements;
- Location of street lights;
- Location of driveways;
- Location and size of planter islands, if any
- Typical cross-section of streets as installed with date of completed construction;
- Location of all underground electric, gas, telephone lines, and crossing sleeves.
- Results of all sieve analyses, compaction, and bituminous pavement tests.

#### **Electrical Utility**

- Accurate location both depth and horizontal position of all electrical and street lighting infrastructure.

#### **Record Drawings**

Record drawings are required for both subdivision and site development projects in the City of Burlington. Record drawings shall include all items as defined on the City's As-built Check List.

#### **Right of Way Final Drawings**

After review of final drawings by the Public Works Department, a final set of record drawings, including two (2) sets of prints, and all drawings on CD in AutoCAD and/or PDF format, shall be submitted to the City Engineer within sixty (60) days of the completion of a project and shall have a P.E. stamp by the Design/Project Engineer. The record drawings shall also contain a stamped and signed statement by a licensed land surveyor that all property corner markers and roadway monuments have been set in accordance with the accepted property plat.

**Resolution Relating to**

**RESOLUTION** \_\_\_\_\_

AUTHORIZATION TO ACCEPT THE DEDICATION IN  
FEE OF A PORTION OF LEDGEWOOD CIRCLE

Sponsor(s): \_\_\_\_\_  
Introduced: \_\_\_\_\_  
Referred to: \_\_\_\_\_  
\_\_\_\_\_  
Action: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signed by Mayor: \_\_\_\_\_

**CITY OF BURLINGTON**

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

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

1 That WHEREAS, the LedgeWood I Condominium Association and LedgeWood I Condominium  
2 Homeowner’s Association, Inc., a Vermont nonprofit corporation (collectively, “LedgeWood”), own in fee  
3 that certain portion of LedgeWood Circle more particularly described in Exhibit A hereto (the “Property”);  
4 WHEREAS, LedgeWood desires to dedicate the Property to the City in fee, by warranty deed, for  
5 right-of-way purposes (the “Dedication”); and  
6 WHEREAS, on May 27<sup>th</sup>, 2025 the Transportation, Utilities, and Energy Committee, considered the  
7 Dedication and recommended that the City Council accept it; and  
8 WHEREAS, for reasons explained in the staff report attached hereto as Exhibit B, the City Council  
9 desires to accept the Dedication;  
10 NOW, THEREFORE, BE IT RESOLVED THAT the City Council authorizes the Director of the  
11 Department of Public Works or designee to accept the Dedication on behalf of the City and to execute such  
12 instruments, subject to approval as to form by the City Attorney, and to take all such other actions, as may be  
13 necessary or convenient to effectuate the objects of this Resolution.

14  
15 lb/ER/Resolutions 2025/LedgeWood\_Circle\_Acceptance

Board of Finance and City Council Submission Checklist  
Version: April 2025

Department: DPW Tech Services      Submitter: Caleb Manna

Title/Subject: Ledgewood Circle Street Acceptance

Approval Requested:	Meeting Date:
<input checked="" type="checkbox"/> Board of Finance	6/16/2025
<input type="checkbox"/> City Council	6/23/2025
<input type="checkbox"/> Both BOF and Council	Click or tap to enter a date.

Instructions

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a sign-off was received until it has actually been obtained.
4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	5/14/2025	C. Spencer
Mayor's Office	Yes	6/9/2025	E. Jacobson
Board/Commission	Yes	5/27/2025	TUEC
City Attorney's Office for memo and contracts or legal documents	Yes	5/14/2025	E. Ramakrishnan
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	5/14/2025	E. Ramakrishnan
CAO for budget, financing, and memo	Yes	6/9/2025	K. Schad
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.

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

FROM: Patrick Leahy Burlington International Airport  
Nicolas Longo, Director of Aviation

DATE: June 16, 2025

SUBJECT: Request to execute a Non-Aeronautical Facility Lease Agreement with Beta Technologies for an industrial building located at 25 Customs Drive

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## REQUEST

The Patrick Leahy Burlington International Airport ("the Airport" or "BTV") respectfully requests approval and authorization to enter into a lease agreement with Beta Technologies for the use of a non-aeronautical, industrial facility located at 25 Customs Drive, South Burlington, Vermont.

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## EXECUTIVE SUMMARY

### Background

The property located at 25 Customs Drive is owned by the Airport and was previously leased to a long-term tenant whose business has grown significantly and recently relocated to accommodate their expansion needs. With the vacancy of the building, the Airport initiated a formal process to identify a new tenant by engaging Donahue & Associates, a commercial real estate firm, to actively market the property and solicit interest from potential occupants.

Following the advertisement, Beta Technologies was the sole respondent expressing interest in the site. Recognizing the strategic importance of securing a reputable, mission-aligned tenant quickly, the Airport entered into lease negotiations with Beta Technologies with the goal of minimizing vacancy time and continuing productive use of the facility.

The property consists of approximately 0.8 acres of land and includes a 15,680 square foot industrial building. The structure is well-suited for light industrial use, and the location is proximate to both the airfield and Beta Technologies' current operations, providing a strong fit for their continued growth and investment in the region.

## Lease Terms

The proposed lease includes the following key terms:

- **Initial Term:** 5 years
- **Renewal Option:** One 5-year extension
- **Rental Rate:** \$16,666 per month, or \$200,000 annually

The proposed rental rate is consistent with the rate paid by the previous tenant, aligning with current market conditions for industrial space in this location. The lease agreement is structured to ensure continued revenue to the Airport's non-aeronautical income stream while supporting local innovation and economic development.

## Conclusion

This lease represents a strategic opportunity for BTV to partner further with Beta Technologies—a rapidly growing and nationally recognized aviation and technology company with deep ties to the region. The reuse of this facility supports local job growth, maintains full utilization of Airport assets, and aligns with BTV's mission to be a hub for innovation and sustainable development.

We respectfully request the approval and authorization to proceed with finalizing and executing the lease agreement with Beta Technologies.

## MOTIONS:

### Board of Finance:

1. "To approve and recommend that the City Council authorize the Mayor of the City of Burlington to execute the Non-aeronautical Facility lease agreement, subject to final review and approval by the City Attorney's Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby."

### City Council:

1. To authorize the Mayor of the City of Burlington to execute the Non-aeronautical Facility lease agreement, subject to final review and approval by the City Attorney's Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby."

*[This copy for illustrative purposes only. Title page, TOC, and Opening Paragraph Omitted for Formatting Reasons]*

## RECITALS

WHEREAS, ~~the City is the owner and operator of the Patrick Leahy Burlington International Airport in South Burlington, Vermont (the “Airport”);~~

WHEREAS, the City has the right, title and interest in and to the real property on the Airport, together with the facilities, easements, rights, licenses, and privileges hereinafter granted, and has full power and authority to enter into this Agreement in respect thereof;

WHEREAS, the City owns that certain real property and facilities located within the Airport legally described and/or depicted on ~~Exhibit A~~ attached hereto and made part hereof, which has an address of 25 Customs Drive, South Burlington, Vermont 05403 and consists of a parcel of land measuring approximately 36,060 square feet, more or less, (the “Property”) upon which is located a facility measuring 15,680 square feet, more or less, together with its existing appurtenances, fixtures, and equipment (“Existing Facilities”) (collectively the Property and the Existing Facilities, are referred to herein as the “Leased Premises”);

WHEREAS, the City desires to lease the Leased Premises to Lessee for nonaeronautical administrative and light manufacturing purposes related to Lessee’s aeronautical business at the Airport; and

WHEREAS, the Parties hereto wish to memorialize their agreement herein and they agree as follows:

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which by this reference are hereby incorporated into this Agreement, and the mutual covenants contained in this Agreement, the Parties hereto hereby agree as follows:

### ARTICLE 1 DEFINITIONS

#### Section 1.1 Definitions.

~~1.L.~~ “Agreement” shall have the meaning set forth in the Preamble.

~~2.M.~~ “Airport” shall mean the Patrick Leahy Burlington International Airport located in South Burlington, Vermont.

~~3.N.~~ “Airport Rules and Regulations” shall mean all Airport rules, regulations, and policies adopted by the City, including but not limited to the Airport rules and regulations in Appendix E of the City Charter, as may be amended from time to time.

~~4.O.~~ “Applicable Laws and Regulations” shall mean any and all existing and future federal, state, and local laws, rules, and regulations (as amended or otherwise modified from time to time) that are applicable to this Agreement, Lessee’s construction of the Improvements, and Lessee’s use, occupancy, or operations at the Leased Premises, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law that may be applicable at any time during the Term, including, but not limited to, the Airport Rules and Regulations, the Grant Assurances, master plans and zoning codes, Environmental Laws, any and all plans and programs developed in compliance with such requirements.

~~P. E.~~ “Authorized Use” shall mean the nonaeronautical use and occupancy of the Leased Premises by Lessee to: (i) construct and/or install the Improvements in order to renovate the Existing Facilities in accordance with ~~the~~approved Plans and Specifications, including but not limited to the completion of office and manufacturing spaces to support Lessee’s operations on the Airport; (ii) conduct administrative and light manufacturing activities related to Lessee’s operations at the Airport, and to conduct other nonaeronautical activities in support of such operations; and (iii) to otherwise perform any of Lessee’s obligations, rights, or privileges set forth in this Agreement upon the Leased Premises, subject to the terms and conditions herein.

~~5.Q.~~ “Base Rent” shall have the meaning set forth in Section 3.1(A) herein.

~~6.R.~~ “City” shall mean the City of Burlington, Vermont, a municipal corporation under the laws of the State of Vermont, located in Chittenden County, Vermont.

~~7.S.~~ “Cure Period” shall have the meaning set forth in Section 10.1(A).

~~8.T.~~ “Default” shall mean Lessee’s or the City’s breach of this Agreement as set forth in Sections 10.1(A) and 10.2(B), respectively.

~~9.U.~~ “Electronic Payment” shall have the meaning set forth in 0 herein.

~~10.V.~~ “Electronic Payment Notice” shall have the meaning set forth in 0 herein.

L. “Environmental Laws” shall mean all and include all applicable federal, state, local statutes, ordinances, regulations and rules relating to protection of environmental quality, and human health, and safety, (as relates to exposure to Hazardous Materials), including contamination and clean-up of Hazardous Materials, as they currently exist or may exist in the future, including, without limitation, the Vermont Hazardous Waste Management Regulations; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq., the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42

U.S.C. §4901 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; and the Nuclear Waste Policy Act of 1982, ~~42 U.S.C. §1010 et seq.~~ 42 U.S.C. §1010 et seq.; ~~all applicable environmental statutes of the State of Vermont, along with the regulations adopted and guidelines promulgated pursuant thereto, and all local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials, and judicial precedent of each of the foregoing.~~

~~M.~~ M. —“Existing Facilities” shall have the meaning set forth in the Recitals. ~~N.~~

N. —“FAA” shall mean the United States Federal Aviation Administration.

~~O.~~ O. —“FF&E” shall mean movable furniture, fixtures, and other equipment that are not permanently affixed to the Leased Premises.

~~P.~~ P. —“Force Majeure Event” shall mean an act or event, whether foreseen or unforeseen, that prevents a Party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such Party, and that such Party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, pandemic, war, riots, strikes, accidents, fire, and changes in law.

~~Q.~~ Q. —“Governmental Authority” or “Governmental Authorities” shall mean any federal, state, county, municipal, or other governmental entity (including but not limited to the City in its governmental capacity), or any subdivision thereof, with ~~authority~~ regulatory or administrative authority, pursuant to Applicable Laws and Regulations, over Lessee, Lessee’s operations, the Authorized Use, the Airport, or aeronautical or nonaeronautical operations at or with respect to the Airport.

~~R.~~ R. —“Grant Assurances” shall have the meaning set forth in Section 12.5.0.

~~H.S.~~ S. —“Hazardous Materials” ~~includes~~ shall mean any ~~flammable explosives, radioactive materials, material, substance or waste that is defined, listed or regulated as hazardous materials, hazardous waste, hazardous or, toxic substances, a pollutant, a contaminant, or words of similar import and meaning under any Environmental Law, including~~ oil or petroleum products, and asbestos, or related materials; including as the same are defined in the Environmental Laws.

~~12.T.~~ T. —“Homeland Security” shall ~~mean the United States Department of Homeland Security.~~

~~U.~~ U. —“Improvements” shall mean any and all buildings, structures, fixtures, appurtenances, site work, site utilities, or other improvements, including tenant improvements, to be located, installed, or constructed on the Leased Premises by Lessee ~~to renovate the Existing Facilities in accordance with the Plans and Specifications~~, but shall not include the Existing Facilities.

~~13.V.~~ V. —“Leased Premises” shall have the meaning set forth in the Recitals and as further described and/or depicted in **Exhibit A**.

W. —“Lessee” shall have the meaning set forth in the Preamble.~~X.~~

~~14.X.~~ X. —“Lessee’s Associates” shall mean Lessee’s employees, officers, directors, personnel, approved sublessees, contractors, subcontractors, suppliers, agents, invitees, and other representatives.

Y. —“License Area” shall have the meaning set forth in Section 2.2.

Z. —“SIDA” shall mean the Secure Identification Display Area as designated by the City.

AA. —“Term” shall mean the duration of time in which this Agreement is effective, inclusive of the original term and any extensions thereof as specified in Section 2.3.

~~15.BB.~~ BB. —“Option Term” shall have the meaning set forth in Section 2.3

~~16.CC.~~ CC. —“Plans and Specifications” shall have the meaning set forth in Section 6.2.

DD. ~~DD.~~ —“Property” shall have the meaning set forth in the Recitals.

EE. ~~EE.~~ —“Rent Adjustment Date” shall mean the date upon which Rent is adjusted pursuant to Section 3.1(B).

~~17.FF.~~ FF. —“Rent” shall mean all amounts due and payable under this Agreement in accordance with 0, including but not limited to Base Rent, any adjustments thereto, charges, fess, and any interest accruing on the same.

GG. ~~GG.~~ —“Rent Commencement Date” shall mean the date upon which Lessee shall commence the payment of Base Rent, which ~~shall be the earlier of the date that is (i) three (3) months following Lessee’s receipt of a certificate of occupancy or (ii) nine (9) months from the Effective Date~~ September 1, 2025.

HH. ~~HH.~~ —“TSA” shall mean the United States Transportation Security Administration.

II. H. “Year” as used in this Agreement shall mean the twelve-month period beginning on the Effective Date, with successive years commencing on the anniversary of the Effective Date.

## ARTICLE II LEASE OF LEASED PREMISES; TERM

**Section 2.1** Lease of Leased Premises. The City hereby leases to Lessee, and Lessee hereby rents from the City for its exclusive use, the Leased Premises for and during the Term, upon and subject to the terms, provisions, and conditions set forth in this Agreement.

**Section 2.2** Parking. The City hereby grants to Lessee a non-exclusive license to use and allow Lessee’s Associates to use, for purposes related to the Authorized Use, twenty-six (26) parking spaces within the parking lot associated with and adjacent to the Leased Premises, which unassigned parking spaces shall be available twenty-four (24) hours per day, seven (7) days per week, on a first-come, first-serve basis (the “License Area”).

**Section 2.3** Term. The term of this Agreement shall be for a period of five (5) years commencing on the Effective Date, and unless sooner terminated pursuant to the provisions of this Agreement (the “Term”). The Term may be extended by one (1) optional renewal for an additional five (5) years (“Option Term”). Lessee shall submit a written request to exercise the Option Term to the City not more than one (1) year and not less than ninety (90) days prior to the scheduled expiration of the Term, and the City may grant or deny the Option Term in its reasonable discretion. If the City does not provide Lessee with written notice of decision to grant or deny the Option Term within thirty (30) days of Lessee’s request to exercise such Option Term, the City shall be deemed to have granted the Option Term. Any reference to the “Term” herein shall be inclusive of the Option Term, if exercised and granted.

**Section 2.4** Holding Over; Rights at Expiration-

A. Holding Over. If Lessee retains all or any portion of the Leased Premises after the termination of the Term by lapse of time or otherwise, such holding over shall constitute the creation of a tenancy at will with respect to such retained portion, terminable by the City at any time upon thirty (30) days prior written notice to Lessee. Under such tenancy at will, Lessee agrees to pay to the City as liquidated damages, and not as a penalty, One Hundred Fifty Percent (150%) of the amount otherwise payable hereunder (at the level applicable for the immediately preceding Rent Adjustment Date) that would have been due during the period of time Lessee remains in possession of the Leased Property. All provisions of this Agreement shall remain in full force and effect during such holdover period. The City’s acceptance of Rent after such termination shall not result in a renewal of this Agreement, nor affect the City’s right of re-entry or any rights of the City hereunder or as otherwise provided by law. If Lessee fails to vacate the Leased Premises despite the City’s termination and demand(s) to vacate, Lessee shall indemnify and hold the City harmless from all loss or liability including, without limitation, any claim made by any succeeding lessee resulting from such failure to surrender, together with interest, reasonable attorney’s fees, costs, and expenses.

B. *Ownership of Improvements Upon Termination.* Upon the expiration or termination of the Term, any Improvements and permanent fixtures on the Leased Premises shall immediately become property of the City and no compensation will be paid by the City for any such Improvements or fixtures. Lessee agrees that neither it nor any successor or assign of Lessee will pursue or file any claim against the City claiming compensation for the cost of any Improvements under a theory of condemnation inverse or otherwise or for any taking and further releases the City from any claim, presently or in the future, of any damages related to this Section- 2.4(B).

~~18.C.~~ *Return of Premises.* Upon the expiration or termination of the Term, Lessee shall at its own expense: (i) deliver the Leased Premises to the City in as good a condition as of the Effective Date (or if later improved, as so improved), the condition of the space prior to it being delivered is documented in photos included in **Exhibit B** attached hereto, excepting only casualty, condemnation, and normal wear and tear; (ii) remove all of Lessee's personal property (including its FF&E and trade fixtures, if any) and possessions from the Leased Premises. Lessee shall, at its sole cost and expense, repair any damage to the Leased Premises caused by Lessee's removal of such personal property. Any of Lessee's personal items remaining in or on the Leased Premises after the expiration or termination of this Agreement shall be deemed abandoned by Lessee and become the sole property of the City.

## **Section 2.5** City right of Entry

A. *Inspection of Leased Premises.* The City, through its duly authorized agents, shall have at any time the full and unrestricted right to enter the Leased Premises for the purpose of periodic inspection for fire protection and maintenance and to investigate compliance with the terms of this Agreement; provided that, except in the case of emergency, such right shall be exercised upon reasonable prior notice to Lessee and with an opportunity for Lessee to have an employee or agent present, and will not unreasonably interfere with Lessee's Authorized Use of the Leased Premises. Lessee shall provide the Director of Aviation with serviceable keys to all of its facilities to permit the exercise of the City's rights hereunder.

B. ~~B.~~ *Facility Maintenance.* The City, through its duly authorized agents, shall have the right to enter the Leased Premises, upon reasonable prior notice to Lessee and with an opportunity for Lessee to have an employee or agent present, to (i) perform essential maintenance, repair, relocation, or removal of existing underground or overhead facilities owned by the City, including but not limited to wires, pipes, drains, cables, and conduits located on or across the Leased Premises, and (ii) to construct, maintain, repair, relocate, and remove such facilities in the future if necessary to carry out the master plan of development of the Airport, provided that such work shall not unreasonably disrupt or unduly interfere with the Authorized Use or permitted operations of Lessee. Nothing herein shall be construed to impose upon the City any obligations to construct or maintain or to make repairs, replacements, alterations, or additions, or shall create any liability for any failure to do so, except as otherwise set forth in Article VIII, Section 6.2, Section 6.3, and this section. Furthermore, nothing herein shall be construed to lessen Lessee's responsibilities under Section 6.2. The City shall not be liable for any damage to the Leased Premises, any other property in Lessee's possession, or any other persons, improvements, or personal property located in or thereupon, other

than to repair or remedy such damage as may be occasioned by any activity undertaken by the City under this section Agreement.

**2.6 Ownership of Leased Premises.** The City and Lessee intend and hereby agree that the Leased Premises shall be and remain the property of the City during the entire term of this Agreement and thereafter.

**ARTICLE III  
RENTAL;  
SECURITY DEPOSIT**

**Section 3.1 Rent.** In consideration for the use of the Leased Premises herein granted, Lessee shall pay to the City the rental amounts as set forth below (the “Rent”).

**A. Base Rent.** Beginning on the Rent Commencement Date, Lessee shall pay to the City Rent equaling a total annual sum of **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)**, payable in equal monthly installments of **SIXTEEN THOUSAND SIX HUNDRED AND SIXTY SIX DOLLARS AND SIXTY SIX CENTS (\$16,666.66)** (the “Base Rent”).

**A.B. Rent Adjustment.** Beginning in the second (2<sup>nd</sup>) Year of the Term, the Base Rent shall be increased on each anniversary of the Effective Date during the Term (each a “Rent Adjustment Date”) by two and one-half percent (2.5%) annually.

**Section 3.2 Insufficient Funds Charge.** There shall be an extra charge of **THIRTY DOLLARS (\$30.00)** on any check returned by the bank for insufficient funds or account not existing.

**Section 3.3 Time and Place of Payments.** Lessee shall pay the City Rent on a monthly basis without demand and in advance on or before the first (1<sup>st</sup>) day of each calendar month during the Term. If the Rent Commencement Date does not fall on the first (1<sup>st</sup>) day of a calendar month, Lessee shall pay to the City, on or before the Rent Commencement Date, Rent prorated for the first (1<sup>st</sup>) month of the Term. Lessee shall pay to the City Rent, Additional Rent, and all other amounts due and payable under this Agreement to the City by check, made at the office of the Director of Aviation, Burlington International Airport, located at 1200 Airport Drive #1, South Burlington, Vermont 05403, or in the manner otherwise prescribed by the City after written notice to Lessee.

**Section 3.4 Electronic Payment.** Upon no less than thirty (30) days prior written notice to Lessee (the “Electronic Payment Notice”), the City shall have the right to require Lessee to make subsequent payments of Rent, any additional back rent, and other monies due pursuant to the terms of this Agreement by means of electronic funds transfer determined by the City in its sole and absolute discretion (the “Electronic Payment”). The Electronic Payment Notice shall set forth the proper bank ABA number, account number, and designation of the account to which such Electric Payment shall be made. Lessee shall promptly notify the City in writing of any additional information that will be required to establish and maintain Electronic Payment from Lessee’s bank or financial institution. The City shall have the right, after at least ten (10) days prior written notice to Lessee, to change the name of the depository for receipt of any Electronic Payment and to discontinue payment of any sum by Electronic Payment.

**Section 3.5** Failure to Pay Rent, Fees, or Charges. In the event Lessee fails to make timely payment of any Rent, fees, charges, or other amounts due and payable in accordance with the terms of this Agreement within ten (10) days of the date due, interest at the rate of two and one half percent (2.5%) shall accrue against the delinquent amounts from the date due until the date payment is received by the City. Notwithstanding the foregoing, the City shall not be prevented from utilizing the remedies under this Agreement or otherwise available at law or in equity to recover such delinquent amounts.

**Section 3.6** Security Deposit. Lessee shall deposit with the City upon the execution of this Agreement a sum equal to the first month's Rent as a security deposit.

**Section 3.7** Additional Rent. Lessee shall pay as Additional Rent hereunder the following payments to the City in the manner prescribed herein.

A. Real Estate Taxes. Lessee shall pay the City Lessee's proportionate share of all real estate taxes paid by the City assessed against the Leased Premises in the relevant real estate assessment. Lessee's proportionate share shall be calculated as the ratio that the total square footage of the Leased Premises bears to the total square footage of all other land and buildings included in the real estate assessment.

B. Casualty Insurance. Lessee shall pay the City Lessee's proportionate share of all casualty insurance paid by the City, including any premiums payable by the City covering the Leased Premises in which the building and improvements ~~in which the Leased Premises is~~are located.

C. Payment. All payments required this Section 3.7 shall be made in monthly installments by Lessee to the City on or before the first (1<sup>st</sup>) day of each calendar month, in advance, in an amount estimated by the City as evidenced by a written notice thereof, together with reasonable supporting documentation, delivered from the City to Lessee before the start of each Year. Within thirty (30) days after the end of each Year, the City shall provide Lessee with a statement (a "Reconciliation Statement") showing in reasonable detail the actual amounts incurred by the City during such Year. Lessee shall be entitled to inspect and examine and/or have a reputable independent certified public accountant or other consultant, paid on a non-contingency basis, selected by Lessee audit the books and records of the City relating to the determination of the Reconciliation Statement. If Lessee disputes any amounts shown in the Reconciliation Statement after concluding its audit, Lessee shall give the City a notice specifying in reasonable detail the basis for Lessee's disagreement and the amount of the Additional Rent payment refund Lessee claims is due. Lessee's notice shall be delivered within ten (10) days after the date Lessee concludes its audit and no later than six (6) months after Lessee's receipt of the Reconciliation Statement. The Parties shall make good faith efforts to reach mutual agreement on the claims made in Lessee's notice. If the total amount paid by Lessee under this section for any Year during the Term shall be less than the actual amount due from Lessee for such Year, Lessee shall pay to the City the difference between the amount paid by Lessee and the actual amount due within ten (10) days after (i) Lessee's receipt of the Reconciliation Statement, (ii) the date Lessee concludes its audit, or (iii) the Parties reach mutual agreement on the claims made in Lessee's notice, as the case may be. If the total amount paid by Lessee hereunder for any Year of the Term shall exceed such actual amount due from Lessee for such Year, such excess shall be credited against the next monthly installment or installments of Additional Rent due from Lessee to the City hereunder or,

if such excess occurs in the last lease Year, it shall be promptly paid to Lessee. For the Years in which this Agreement commences and terminates, the provisions of this section shall apply, and Lessee's liability for its proportionate share of any taxes and assessments and insurance premiums for such Years shall be subject to a pro rata adjustment based on the number of days of said Years during which the Term of this Agreement is in effect.

**ARTICLE IV  
OCCUPANCY, USE, AND  
CONDITIONS OF  
LEASED PREMISES**

**Section 4.1** Condition of Leased Premises. Lessee accepts the Leased Premises and License Area subject to the City fulfilling the final turnover responsibilities outlined in **Exhibit C** attached hereto. Lessee releases the City and holds it and its officers, directors, employees, and agents harmless for any claims arising out of any condition of the Leased Premises or License Area.

**Section 4.2** Construction of Improvements.

A. *Construction of Improvements-; Minimum Capital Investment.* Lessee shall have access to the Leased Premises upon the Effective Date. In consideration for the abatement of Base Rent until the Rent Commencement Date, Lessee shall design, build, construct, complete, and furnish Improvements to the Existing Facilities at its ~~own expense—sole cost, with an minimum expenditure of Fifty Thousand Dollars (\$50,000) (“Minimum Capital Investment”) being made within the first year following the Effective Date. The City may request reasonable documentation from~~ Lessee ~~shall evidencing Lessee’s expenditures on the Minimum Capital Investment. Lessee shall~~ complete the construction of ~~the any~~ Improvements in accordance with all governmental requirements, ~~the approved~~ Plans and Specifications pursuant to Section 6.1, and all Applicable Laws and Regulations. ~~Lessee shall commence construction on the Improvements within sixty (60) days of the Effective Date, and shall make reasonable efforts to complete the Improvements and obtain a certificate of occupancy no later than nine (9) months from the Effective Date.~~

B. *Modifications.* Except as set forth in the Plans and Specifications, Lessee shall not make any structural or material modifications to the Leased Premises or the Improvements without the prior written consent of the City, which consent shall not be unreasonably withheld. All such modifications, once approved, shall comply with the requirements of this Agreement.

**Section 4.3** Access. Lessee and Lessee's Associates may ingress and egress at all times across the common areas of the Airport (in the areas designated by the City, for the purposes for which they were designed, and as permitted by Applicable Laws and Regulations) on a non-exclusive basis and to the extent reasonably necessary for Lessee's Authorized Use of the Leased Premises. Lessee shall comply, and shall cause Lessee's Associates to comply, with any ground vehicle driver training program the City may require. During special events at the Airport, Lessee acknowledges that the standard operating procedure at the Airport may be altered such that egress and ingress to the Leased Premises may be altered by the City. The City will notify Lessee in writing of any special events or closures that will impede Lessee's use of the Leased Premises, at least five (5) days prior to such alteration, and shall provide Lessee with a reasonable alternative for access to and from the Leased Premises. Lessee's failure to comply with the altered procedure is

a Default of this Agreement, which shall be subject to the Cure Period as set forth in Section 10.1(A).

**Section 4.4** Use of Leased Premises and License Area. At all times during the Term, Lessee shall use the Leased Premises only for the Authorized Use subject to the terms and conditions of this Agreement. Additionally, Lessee shall only use, and permit Licensee's Associates to use, the License Area for purposes related to Lessee's Authorized Use of the Leased Premises.

**Section 4.5** No Unauthorized or Prohibited Use. Lessee and Lessee's Associates shall use the Leased Premises and the Airport only for the Authorized Use and other purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized or prohibited use of the same. Prohibited uses include, but are not limited to: restricting access on any road or other area that Lessee does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Applicable Laws and Regulations; non-aeronautical uses that impede the aeronautical utility of the Airport; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; driving a motor vehicle in a prohibited Airport location; the use of parking areas in a manner not authorized by the City; any use that would interfere with Airport operations, threaten the safety or efficiency of such operations or Airport users, or violate any Applicable Laws and Regulations; and any use that would be prohibited by or would impair coverage under either Party's insurance policies or would cause an increase in the existing rate of insurance upon the Leased Premises.

**Section 4.6** Compliance with Laws. Lessee shall comply, and cause Lessee's Associates to comply, with any and all Applicable Laws and Regulations and all permits and licenses which may be necessary or required for the Authorized Use, including but not limited to the construction of the Improvements. Upon the City's written request, Lessee shall verify, within a reasonable time, compliance with any Applicable Laws and Regulations.

**Section 4.7** Permits and Licenses. Lessee, at its sole cost and expense, shall obtain and maintain in current status all permits and licenses that are required under any Applicable Laws and Regulations in connection with this Agreement, including but not limited to the Authorized Use, Lessee's construction and/or installation of the Improvements, and Lessee's use, occupancy, or operations at the Leased Premises or the Airport. Lessee shall furnish copies of all such permits and licenses to the City upon the request of the City.

**Section 4.8** Payment of Taxes. Lessee shall timely pay all taxes, fees, assessments, and levies related to Lessee's use, occupancy, or operations at the Leased Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for any Improvements).

**Section 4.9** No Liens. Lessee shall pay for all labor done or materials furnished in the repair, replacement, maintenance, development, or improvement of the Leased Premises by Lessee and shall keep the Leased Premises, Improvements, and Lessee's interest therein free and clear of any lien or encumbrance created by Lessee's act or omission, or that of Lessee's Associates. Within thirty (30) days of the filing of any lien or claim, Lessee shall pay all lawful claims made against the City and discharge all liens filed or which exist against the Leased Premises, the Improvements, or any other portion of the Airport (other than Lessee's trade fixtures or trade equipment) to the extent such claims arise out of or in connection with labor done or materials furnished in the repair,

replacement, maintenance, development or improvement of the Leased Premises. However, Lessee shall have the right to contest the amount or validity of any such claim or lien without being in default under this Agreement upon furnishing security in form acceptable to the City, in an amount equal to one hundred percent (100%) of such claim or lien, which insures that such claim or lien will be properly and fully discharged in the event that such contest is determined against Lessee or the City. Lessee shall give timely notice to the City of all such claims and liens of which it becomes aware. When contracting for any work in connection with the Leased Premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against the City's real property or any interest therein. Lessee is solely responsible for ensuring that all requirements are met such that such lien waivers are effective and enforceable.

**Section 4.10** ADA. Lessee shall, at its own expense, comply with the standards for accessible design known as the Americans with Disabilities Act Accessibility Guidelines in designing, constructing, and operating the Improvements. Lessee shall be subject to this obligation regardless of whether any Governmental Authority requires the City to be the applicant of record. The City shall, at its own expense, ensure that the Existing FacilitiesLeased Premises comply with such guidelines.

**ARTICLE V**  
**REPRESENTATIONS**  
**AND WARRANTIES**

**Section 5.1** Representations by the City. The City represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of the City.

**Section 5.2** Representations by Lessee. Lessee represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of Lessee.

**ARTICLE VI**  
**OBLIGATIONS OF LESSEE**

**Section 6.1** Plans and Specifications. With respect to any Improvements, Lessee shall, at its sole cost and expense, select qualified architects and engineers to prepare, as applicable, the architectural, site, structural, mechanical and/or electrical drawings and specifications for the Improvements as required by the appropriate local planning and zoning authorities and pursuant to this Agreement and all Applicable Laws and Regulations (collectively, the "Plans and Specifications"). Before implementing the Plans and Specifications or any changes thereto, Lessee shall obtain the City's prior written approval of such Plans and Specifications and any changes thereto, which approval shall not be unreasonably withheld.

**Section 6.2** Operations and Maintenance. The City shall make all capital repairs that it deems reasonably necessary to ensure continuous and sound operation of the Leased Premises, in its sole discretion, during the Term. As used herein, "capital repairs" includes repairs to the structure

of the building on the Leased Premises and operating systems, including, without limitation, the foundation, roof, windows, doors, pavement, HVAC system, plumbing, and electrical. Lessee, at its sole cost and expense, shall be responsible for maintenance, other than capital repairs, of the Leased Premises, all Improvements, and all FF&E thereon in a condition that is clean, free of debris, safe, sanitary, and in good repair (including, without limitation, the Improvements to the foundation, roof, windows, doors, pavement, HVAC system, plumbing, and electrical). Lessee, at its sole cost and expense, shall at its own expense create, execute, and maintain a comprehensive snow removal and landscaping plan for the Leased Premises. Lessee shall perform all work, maintenance, and repairs in accordance with Applicable Laws and Regulations and in a good and workmanlike manner. Lessee shall promptly remedy any condition that fails to meet the standards set forth in this Section 6.2. Without limiting the foregoing obligations, Lessee shall not store on the Leased Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard and shall not use areas outside of enclosed buildings for storage. Lessee shall store trash in covered metal receptacles and shall not accumulate or permit the accumulation of any trash, refuse, or debris on the Leased Premises. Any Hazardous Materials shall be governed by Article 7. Failure to maintain the Leased Premises, Improvements, or FF&E in a state of good repair or in the condition required by this Section 6.2 shall be a Default, which shall be subject to the Cure Period as set forth in Section 10.1(A).

**Section 6.3** Utilities. Lessee shall furnish to the Leased Premises and pay for all utilities, including but not limited to telephone, gas, electric power, water, heat, air conditioning, sewer, storm water, janitorial services, and garbage and trash removal associated with the Leased Premises and shall make such deposits as are required to secure service. Lessee shall be responsible for any water or sewer impact fees incurred by Lessee's use of the Leased Premises. Any repairs of the utility lines other than those which are the responsibility of the utility service are the responsibility of Lessee, except that the City shall be responsible for repairing any damages the City causes to the utility lines. If utilities are billed to a common meter, Lessee shall pay to the City the pro-rated amount based on square footage of the Leased Premises, unless such utility usage results from an activity undertaken by the City within the Leased Premises.

**Section 6.4** Signs. Lessee shall not place, or cause to be placed, any sign or signs on the Leased Premises without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Lessee obtains the consent of the City, Lessee shall be responsible for all costs and labor associated with such signage.

**Section 6.5** Security. Lessee shall maintain the safety and security of the Leased Premises during the Term of this Agreement.

**Section 6.6** Obstruction Lights. Lessee shall, at its expense, provide and maintain obstruction lights on any structure on the Leased Premises if required by the City or FAA regulations. Any obstruction lights so required shall comply with the specifications and standards established for such installations by the City or FAA.

**Section 6.7** Trash, Garbage and Other Refuse. Lessee shall pick up, and provide for a complete and proper arrangement for the adequate sanitary handling and disposal, of all trash, garbage, and other refuse caused as a result of its operation on the Leased Premises. Lessee is responsible for disposal and payment of such services pursuant to Section 6.3. Lessee shall provide and use suitable covered metal receptacles for all such garbage, trash and other refuse on the Leased

Premises. Lessee shall not pile boxes, cartons, barrels, pallets, debris or similar items in an unattractive or unsafe manner, on or about the Leased Premises.

**Section 6.8** Supervision. Lessee shall ensure that management, maintenance, and operation of the Leased Premises shall at all times be under the supervision and direction of an active, qualified, competent representative of Lessee. Upon the City's request, Lessee shall identify such representative, and any successor, in writing to the City.

**ARTICLE VII  
ENVIRONMENTAL CONDITIONS**

**Section 7.1** General Conditions.

A. *Environmental Representations.* Notwithstanding any other provisions of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants

B. and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to the City, upon which the City expressly relies that:

- (i) Lessee shall comply, and cause all Lessee's Associates to comply, with all applicable Environmental Laws in connection with its use and occupancy of the Leased Premises and ~~any Airport facilities and property and~~ accepts full responsibility and liability for such compliance. In the event of any noncompliance with Environmental Laws, Lessee shall take prompt and appropriate action to address the conditions causing the noncompliance and return to full compliance.
- (ii) Lessee is knowledgeable of any and all Environmental Laws ~~without limitation which govern or which in any way apply~~ applicable to ~~the direct or indirect results Lessee's use and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee~~ occupancy of its operations pursuant to or upon the Leased Premises ~~and the Airport, including all operations conducted thereto.~~ Lessee shall keep informed of future changes in Environmental Laws.
- (iii) Lessee and Lessee's Associates have been fully and properly trained in the handling and storage of all Hazardous Materials and other pollutants and contaminants regularly used by Lessee or Lessee's Associates on the Leased Premises, and such training complies with any and all ~~Applicable~~ applicable Environmental Laws ~~and Regulations.~~
- (iv) Lessee agrees that it will neither handle nor store any Hazardous Materials on the Leased Premises in excess of, and excepting, those quantities required to carry out the Authorized Use, if any, and that all such Hazardous Materials will be stored, used, and disposed of in accordance with all ~~Applicable~~ applicable Environmental Laws ~~and Regulations.~~
- (v) Lessee shall provide the City satisfactory documentary evidence of all such requisite legal permits and notifications required under any Environmental Law.
- (vi) Lessee agrees to cooperate with any investigation, audit, or inquiry by the City or any Governmental Authority regarding possible violation of any Environmental Laws at the Leased Premises.

C. ~~B.~~ Generator of Hazardous Waste. If Lessee is deemed to be a generator of Hazardous Materials or hazardous waste, as defined by ~~Applicable~~ applicable Environmental Laws ~~and Regulations,~~ Lessee shall obtain an EPA identification number and the appropriate generator permit and shall comply with all Environmental Laws imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with Environmental Law.

D. Inventory List. ~~Lessee shall maintain an accurate inventory list (including quantities) of all such Hazardous Materials on the Leased Premises, whether stored, disposed of, or recycled by Lessee, which shall be available for inspection at any time on the Leased Premises by the City, fire department officials, or other personnel of Governmental Authorities having jurisdiction over the Leased Premises, for implementation of proper storage, handling, and disposal procedures.~~

E. D. Notification and Copies. ~~Notification of all activities relating to Hazardous Materials by Lessee shall be provided on a timely basis to the City or such other Governmental Authorities as required by the Applicable Environmental Laws and Regulations. In the event of any release or threatened release of Hazardous Materials caused by or discovered by Lessee or any Lessee Associate at, on, under, or about the Leased Premises ~~or the Airport, or in, Lessee shall provide notice to the City of all known facts pertinent to such release or threatened release within twenty-four (24) hours of Lessee's discovery of such release or threatened release.~~ In the event any claim, demand, complaint, or action arising under Environmental Laws is made or taken against Lessee with respect to activities on the Leased Premises ~~or the Airport~~, or if Lessee receives any notice pertaining to Lessee's failure or alleged failure to comply with any Environmental Laws at the Leased Premises, Lessee shall notify the City of all known facts pertinent to such ~~release, threatened release~~, claim, demand, complaint, action, or notice, and shall provide the City with copies of any and all claims, demands, complaints, notices, or actions so made no later than ~~twenty-four (24) hours~~ three days following receipt of the same. If Lessee is required by any Environmental Laws or applicable Governmental Authority to file any notice or report of a release or threatened release at, on, under or about the Leased Premises ~~or the Airport~~, Lessee shall simultaneously provide a copy of such notice or report to the City. Lessee shall provide to the City the name of Lessee's twenty-four (24)-hour emergency coordinator and his or her phone number in case of any release, spill, leak, or other emergency situation involving Hazardous Materials at the Leased Premises.~~

F. E. Environmental Permits. Lessee at its expense, shall obtain, maintain, and comply with any and all permits required by any Environmental Laws to conduct the activities or business in which Lessee or Lessee's Associates will engage on the Leased Premises. Lessee agrees to provide the City copies of all permit application materials, permits, monitoring reports, environmental response plan, and regulated materials storage and disposal plans relating to the Leased Premises.

G. F. Recordkeeping. Lessee shall maintain, in an orderly and easily accessible manner, all correspondence and communications with any Governmental Authority, records, or other information evidencing its compliance with all Environmental Laws for all Hazardous Materials brought upon, kept, used, stored, generated or disposed of in, on or about the Leased Premises, or transported to or from the Leased Premises by Lessee or Lessee's Associates. Lessee must maintain these records for the period of time as is required by Environmental Laws or ~~ten (10) years~~ (3) years following termination of this Agreement, whichever time is longer; provided that, prior to their destruction, the City shall be provided notice and a reasonable opportunity to request delivery of an electronic copy of such records.

~~H. G.~~ *Review of Environmental Documents.* At the City's written request, Lessee shall make available for inspection and copying, upon reasonable notice and at reasonable times, any and all non-privileged correspondence and communications with Governmental Authority, records, or other information, to the extent required to be maintained pursuant to this Article 7, evidencing its compliance with all Environmental Laws for all Hazardous Materials brought upon, kept, used, stored, generated, managed, or disposed of in, on, or about the Leased Premises, or transported to or from the Leased Premises by Lessee or Lessee's Associates.

I. *Access for Environmental Inspection.* The City shall have access to the Leased Premises upon reasonable prior written notice to inspect the same in order to confirm that Lessee is in compliance with the requirements of this ~~Article 7~~; provided, however, that the City may enter the Leased Premises for such purposes without prior written notice in the event of an emergency pertaining that, in the City's reasonable discretion, poses an imminent risk of material harm to the environment or human health pursuant to Environmental Laws, as determined by the City. Lessee agrees to fully cooperate with any such inspections; provided that such inspections shall not unreasonably interfere with Lessee's operations. ~~If the City reasonably believes or has received information leading it to reasonably believe that Lessee's operations are not in compliance with the requirements of this Article 7, then, upon and Lessee fails to produce documentation or other evidence of Lessee's compliance within a reasonable timeframe following receipt of written~~ request by the City, then, the City may request, and Lessee shall conduct, such inspection, testing, and analysis as the City reasonably deems necessary to ascertain whether Lessee is in compliance with this ~~Article 7~~. Lessee shall pay all actual costs associated with any such environmental inspection, testing, and analysis. Any such tests shall be conducted by qualified independent environmental consultants chosen by Lessee, but such environmental consultants, and the scope and the methods of such investigation, shall be subject to the City's approval, which shall not be unreasonably withheld. Lessee shall provide copies of any and all relevant reports prepared by such experts to the City within a reasonable time after Lessee receives such reports.

~~J. I.~~ *Violations.* If the City receives a notice from any Governmental Authority asserting a violation by Lessee of any Environmental Laws at or relating to the Leased Premises or Lessee's covenants and agreements contained herein, or if the City otherwise has reasonable grounds upon which to believe that such a violation has occurred, the City or its duly appointed consultants shall have the right, but not the obligation, to enter the Leased Premises and/or perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost, or expense to the City. The City shall perform such tests on the Leased Premises as may be necessary, in the opinion of the City or its duly appointed consultants, acting reasonably, to conduct a prudent environmental site assessment; provided, however, such environmental site assessment shall not unreasonably interfere with Lessee's operations or use and enjoyment of the Leased Premises unless Lessee's alleged violation or environmental condition poses a risk to the health, safety, or security of Airport users or Airport operations. If Lessee receives a written notice of violation, written notice of an enforcement action, or other written notice of noncompliance, Lessee shall provide a copy of same to the City within three (3) days of receipt by Lessee or Lessee's agent.

**Section 7.2** Obligations upon Termination; Remediation.

A. *Removal of Hazardous Materials.* Upon any expiration or termination of this Agreement, Lessee shall demonstrate to the City's reasonable satisfaction that Lessee has removed any and all Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the Leased Premises. Lessee shall provide the City with copies of all waste manifests for Hazardous Materials removed from the Leased Premises at least thirty (30) days prior to the termination or expiration date of the Agreement. If Lessee or Lessee's Associates cause ~~an impermissible~~ release of Hazardous Materials or otherwise cause the contamination of the Leased Premises ~~or other Airport facility or property~~ constituting a violation of Environmental Law, Lessee shall bear all costs and responsibility for the required clean up and remediation to the extent required by an applicable Governmental Authority for compliance with Environmental Laws, and shall indemnify and hold the City harmless therefrom.

B. *Remediation.* Lessee, at its sole cost and expense, shall undertake all necessary steps to remedy and remediate a release of Hazardous Materials or other condition ~~on~~ the extent Leased Premises, as required ~~by~~ for compliance with applicable Environmental Laws or the requirements of this Agreement to the extent caused by, or resulting from the activities, conduct, or omissions of Lessee or its Lessee's Associates, ~~on the Leased Premises or at the Airport, as necessary to reasonably protect the public health and safety to the extent required by Applicable Law and/or to bring the Leased Premises or the Airport into compliance with all Environmental Laws applicable to the Leased Premises or Lessee's operations.~~ The remediation must continue until the Governmental Authorities with jurisdiction determine that no further action is necessary ~~for~~ compliance with applicable Environmental Laws. Notwithstanding the foregoing, Lessee shall be obligated to clean-up and remediate the Leased Premises to achieve such standards or clean-up levels as are reasonably required ~~by~~ for the ~~City for properties at~~ City's future commercial use of the Airport Leased Premises. If the City is unable, after commercially reasonable efforts, to lease the Leased Premises during ~~the any~~ period of cleanup and remediation due to the environmental condition or cleanup work being performed for a period of one year following termination or expiration of this Agreement, in addition to any other damages, Lessee shall be responsible for payment of lost rent or lost use to the City.

C. *Step-In Rights.* Notwithstanding Lessee's obligations under this ~~Article 7~~, the City and any Governmental Authorities shall at all times have the right, should Lessee fail to comply with its obligations under 0, after reasonable advance written notice, which shall include a reasonable opportunity to cure (except where a Governmental Authority other than the City is empowered by Applicable Law to act without notice), or immediately, if necessary to prevent additional harm to the environment, to take any and all actions as they individually or collectively may reasonably deem necessary to cease, contain, investigate, remediate, or otherwise respond to a condition which results from, causes, or threatens to cause a ~~Releaser~~ release of Hazardous Materials or other condition in violation of Environmental Laws at, under, or about the Leased Premises ~~or at the Airport.~~ Lessee agrees to cooperate with any and all such actions.

**Section 7.3** No Liability for Business Interruption. The City shall not be responsible to Lessee or any Lessee Associate for any Hazardous Materials in existence in, on, under, or

migrating from the Leased Premises or at the Airport, which condition may interfere with Lessee's business or other operations or activities, or which might otherwise cause damages to Lessee through loss of business, destruction of property, or injury to Lessee, Lessee's Associates, customers, or clients, except to the extent such conditions are caused by the actions or omissions of the City or otherwise exist in, on or under the Leased Premises prior to Lessee's first occupancy thereof (which may pre-date the Effective Date), except to the extent exacerbated by Lessee's acts or omissions.

**Section 7.4** Environmental Indemnification. In addition to any indemnification set forth elsewhere in this Agreement, Lessee hereby indemnifies and agrees to defend and hold harmless the City from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to: (i) a presence or release of Hazardous Materials caused by Lessee or any of Lessee's Associates at the Leased Premises ~~or any Airport facility or property~~, or the subsurface, waters, air, or ground thereof, in excess of levels allowable by Environmental Laws or in violation of any Environmental Laws due to Lessee's or Lessee's Associate's management, control, authorization, handling, possession, or use of Hazardous Materials ~~at the Airport~~; (ii) any breach by Lessee of any of its warranties, representations, or covenants in this Article 7; (iii) Lessee's violation of Environmental Laws at or affecting the Leased Premises or in the course of Lessee's operation thereof; or (iv) Lessee's remediation of, or failure to remediate, Hazardous Materials at, or migrating from, the Leased Premises, as required by this Agreement. Lessee's obligations hereunder will survive the termination or expiration of this Agreement, and will not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Airport Leased Premises or any part thereof, except that, in the event that the City recovers funds from insurance carriers in connection with claims associated with (i), (ii), (iii), or (iv) above, the City may not recover the same funds from Lessee. Notwithstanding the foregoing, Lessee shall have no indemnification obligation under this Section 7.4 for any costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to any release or existence of Hazardous Materials in, on or under the Leased Premises prior to the date of Lessee's first occupancy of the Leased Premises (which may pre-date the Effective Date), except to the extent materially exacerbated by Lessee or any of Lessee's Associates or invitees, ~~or otherwise if Lessee's use, operation, or occupancy of the Leased Premises fails to comply with Environmental Laws.~~

**Section 7.5** Remedies Cumulative. Lessee agrees that all remedies of the City as provided in this Article 7 with regard to Hazardous Materials or violations of any Environmental Laws shall be deemed cumulative in nature and the City's right to indemnification as provided under this Article 7 shall survive the termination of this Agreement.

**Section 7.6** Survival. Notwithstanding anything to the contrary, the obligations of this Article 7 shall survive any termination or expiration of this Agreement. \_\_\_\_\_

## ARTICLE VIII OBLIGATIONS OF THE CITY

**Section 8.1** Delivery of Leased Premises. Upon the Effective Date, the City shall deliver to Lessee the Leased Premises vacant and professionally cleaned, and with all systems of the Existing Facilities operational.

**Section 8.2** Access. The City shall ensure reasonable ingress and egress at all times to and from the Leased Premises for Lessee as set forth in Section 4.3.

**Section 8.3** Snow Removal. The City shall provide for snow removal from the industrial park access roads and License Area.

## **ARTICLE IX INSURANCE AND INDEMNIFICATION**

**Section 9.1** Insurance. Throughout the Term of this Agreement, Lessee shall obtain and maintain insurance in the types and amounts required under this Section 9.1.

A. *Insurance Certificates*. Lessee shall submit certificates of insurance to the City prior to the Effective Date and annually thereafter. Lessee shall provide to the City certificates of insurance listing “City of Burlington, Burlington International Airport” as the certificate holder and containing information reasonably required by the City, including but not limited to (i) the name, address, and contact information of the authorized agent, Lessee as the insured, and the City as certificate holder; (ii) the name of the insurance company; (iii) description of policies, including coverage types and amounts; (iv) policy number(s) and period(s); (v) limits of liability; and (vi) the signature of the authorized agent.

B. *Additional Insured*. Each required insurance policy as it relates to the Leased Premises, the Improvements, and Lessee’s Authorized Use thereof, shall name the City as an additional insured and loss payee, with the specific exception of professional liability workers compensation insurance.

C. *Policy Provisions*. Each of the insurance coverage required herein (i) shall be issued by a company licensed by the State of Vermont to transact the business of insurance in the State of Vermont for the applicable line of insurance, and (ii) shall be issued by an insurer with a Best Policyholders Rating of “A-/VIII” or better by the latest *Best Insurance Report* or has an analogous rating from a comparable rating service approved by the City. All insurance coverages required under this Agreement, except for workers’ compensation, shall include the City and its officers, agents, and employees as additional named insured, provide thirty (30) days’ prior written notice of cancellation, change, or intent not to renew the insurance, a waiver of subrogation, and list any and all exclusions. Each such policy a provision stating that the policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents, or other representatives and shall contain a clause to the effect that such policies and the coverage evidenced thereby shall be primary with respect to any policies carried by the City, and that any coverage carried by the City shall be excess insurance. In no event shall the limits of said policies be considered as limiting the liability of Lessee under this Agreement.

D. *Insurance Coverages.* Lessee's liability under this Agreement shall not be limited to the amount of insurance carried. Any changes to insurance are at the sole expense of Lessee. Types and limits of insurance required as of the Effective Date are as follows:

- (i) Commercial General Liability Insurance. Lessee shall maintain Commercial General Liability Insurance naming the City as additional insured on a primary, non-contributory basis which shall include, but need not be limited to, coverage for bodily injury and property damage (including aircraft) arising from premises and operations liability, products and completed operations liability, personal injury, and advertising liability, contractual liability, fire legal liability, blasting and explosion, collapse of structures, and underground damage liability. The Commercial General Liability Insurance shall provide at minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.
- (ii) Workers' Compensation and Employer's Liability. Lessee shall provide Workers' Compensation Coverage in accordance with the statutory limits as established by the State of Vermont and with a minimum limit for employer's liability no lower than the following: \$500,000.00 per accident (bodily injury by accident) and \$500,000.00 policy limit, and \$500,000.00 per employee (bodily injury by disease). Lessee shall require all contractors and subcontractors performing work or occupying the Leased Premises under this Agreement to obtain an insurance certificate showing proof of Workers' Compensation coverages and Lessee shall require from its general contractor(s) that all subcontractors submit certificates of such insurance to the City prior to performing work or occupying the Leased Premises.(iii)Employers' Liability Insurance. If Lessee has employees, Lessee shall maintain Employers' Liability Insurance with limits of at least \$500,000 per accident (bodily injury by accident), \$500,000 per employee (bodily injury by disease), and \$500,000.00 policy limit (bodily injury by disease).
- (iv)Commercial Business Automobile Liability Insurance. Lessee shall provide Commercial Business Automobile Liability Insurance, which shall include coverage for bodily injury and property damage liability arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each accident.
- (v) Commercial Umbrella Liability Insurance. Lessee shall provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability, the Commercial Business Automobile Liability[, and Employers' Liability] on a follow form basis in addition to the minimum limits set forth herein and including identical additional insured requirements as required in the primary liability policies. The minimum amount of Umbrella limits required above the coverages and minimum limits stated above shall be [\$4,000,000] per occurrence and [\$4,000,000] in the aggregate. Alternatively, if excess coverage is not available for any of the liability policies referenced above, the minimum limits of the underlying

policy shall be increased by [\$4,000,000] per occurrence and [\$4,000,000] in the aggregate.

(vi) Builder's Risk Insurance. During the construction of the Improvements, any major renovation (defined to mean with a cost in excess of \$100,000), or major reconstruction of all or any portion of the Improvements, Lessee shall provide, or cause its contractor to provide, a Builder's Risk Insurance Policy to be made payable to the City and Lessee as their interests may appear, but in all instances subject to the terms and conditions of any Leasehold Mortgage and the requirements of any mortgagee. The policy amount should be equal to 100% of the contract amount under any construction contract applicable to any such construction, renovation, or reconstruction. All deductibles shall be the sole responsibility of Lessee or the contractor, and in no event shall the amount of any deductible exceed \$250,000.00. The policy shall be endorsed substantially as follows:

“The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: (i) furniture and equipment may be delivered to the insured premises and installed in place ready for use; and (ii) partial or complete occupancy by Lessee; and (iii) performance of work in connection with construction operations insured by Lessee, by agents or sublessees or other contractors of Lessee, or by contractors of Lessee.”(vii) Property Insurance. Upon completion of the construction, renovation, or reconstruction of the Improvements (as may be applicable), during the Term, Lessee shall provide an “all risk” Property Insurance Policy to be made payable to the City and Lessee as their interests may appear. The policy amount should be equal to 100% of the replacement value of the completed Improvements and shall include replacement cost, demolition cost, and increased cost of construction endorsements. All deductibles shall be the sole responsibility of Lessee, and in no event shall the amount of the “all risk” deductible exceed \$100,000.00. Any improvements constructed by Lessee upon the Leased Premises shall be constructed and maintained at Lessee's risk.

E. *Maintaining Coverage; Modification*. The City may require certificates of insurance for any insurance policies entered into by Lessee, and Lessee is responsible for annually verifying and confirming in writing to the City that all sub-contractors, agents, operators, or workers meet the minimum coverage and limits plus maintain current certificates of coverage, and that all work activities related to this Agreement shall meet minimum coverage and limits, with any sub-contractors, agents, operators or workers complying with the same insurance requirements as Lessee. The City reserves the right to review the insurance coverage requirements upon Lessee's exercise of the Option Term to ensure that the specified coverages and limits remain commercially reasonable for similar improvements and facilities, and Lessee shall modify its coverage upon commencement of the Option Term at Lessee's sole expense upon the reasonable request of the City if the specified coverages and limits are no longer commercially reasonable for similar improvements and facilities.

F. *Application to Others.* Lessee shall require all contractors, subcontractors, agents, or workers performing work or occupying the Leased Premises to be properly licensed and to obtain insurance coverage meeting the requirements of this Section 9.1 as evidence on a certificate of insurance. Lessee shall require that all such persons submit certificates of such insurance to the City prior to performing work or occupying the Leased Premises. The insurance provisions herein shall likewise apply to any permitted sublessee or assign of Lessee. Any sublessee must comply with the provisions as set forth in this Article 9.

**Section 9.2** Lessee's Indemnification and Duty to Pay Damages.

A. Lessee shall, from and after the Effective Date, defend, indemnify and hold harmless the City, its officers and employees, from and against all loss, liability, damages, claims, proceedings, costs (including costs of defense and reasonable attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity), expenses, demands, suits and causes of action (all of the foregoing collectively referred to as "Liabilities") arising out of or in connection with the following, except to the extent such Liabilities, damage, death, or injury are caused by or arise from the willful misconduct or negligence of the City:

- (i) Damage to the Leased Premises or death or injury to any person sustained on or about the Leased Premises, or arising (directly or indirectly) out of or in connection with Lessee's possession, use, occupation, or control of the Leased Premises;
- (ii) Damage to any property or death or injury to any person anywhere occasioned, or claimed to have been occasioned, by any willful misconduct or any negligent act or omission of Lessee or Lessee's Associates; and
- (iii) Any breach or default of this Agreement by Lessee or Lessee's Associates.

B. The City shall not be liable to Lessee for any damage by or from any act or negligence of any owner, tenant, occupant, user of adjoining or contiguous property.

C. Lessee agrees to pay for all damages of Leased Premises caused by Lessee's use, misuse, or neglect thereof.

D. Lessee shall be responsible and liable for the conduct of Lessee's Associates in and around the Leased Premises.

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

F. Lessee shall reimburse the City for costs associated with violations issued by state and federal Governmental Authorities in connection with the Leased Premises and resulting from Lessee's misconduct, incompetence, or negligence as reasonably determined by the City. Such violations include, but are not limited to, letters of investigation issued by TSA.

**Section 9.3** Performance Bond and Payment Bond. During the construction of any major renovation or major reconstruction with a cost in excess of \$500,000 of all or any portion of the Improvements, Lessee shall deliver to the City, at the time of execution of a subsequent contract related to such reconstruction work, evidence of, (i) a performance bond of Lessee’s contractor equal to 100% of the completed value of the work with Lessee named as a co-obligee, and (ii) a labor and materials payment bond from Lessee’s contractor in the amount equal to 100% of the completed value with Lessee named as a co-obligee. This Section 9.3 shall not apply with respect to the initial construction of the Improvements.

**ARTICLE X  
DEFAULT AND REMEDIES**

**Section 10.1** Termination by the City.

A. *Lessee Default.* The occurrence of any of the following events shall constitute a default by Lessee (“Default”) under this Agreement unless cured within the time period set forth in this subsection (A) (the “Cure Period”):

- (i) Lessee fails to timely pay any Rent, Additional Rent, or other amount due under this Agreement and such nonpayment shall continue for a period of ten (10) business days after written notice thereof from the City;
- (ii) Lessee or Lessee’s Associates violate any requirement under this Agreement (including, but not limited to, violation of any Applicable Laws or Regulations or failure to maintain the Leased Premises or the Improvements located thereon), other than the violations referred to in the foregoing subsection (i), and such default shall continue for a period of thirty (30) days after written notice from the City to Lessee specifying the items in default, or in case of a default or contingency which cannot with due diligence be cured within said thirty (30) day period, Lessee fails to proceed within said thirty (30) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence (it being understood that the time of Lessee within which to cure shall be extended for such period as may be necessary to complete the same with all due diligence);
- (iii) Lessee abandons the Leased Premises for a period of sixty (60) consecutive days or more;
- (iv) Lessee assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Leased Premises (except as expressly permitted in this Agreement);
- (v) Lessee files a voluntary petition in bankruptcy or has a petition filed against Lessee in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee, which petition is not dismissed within sixty (60) days;
- (vi) Lessee petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or

(vii) Lessee dissolves.

B. *Termination for Lessee Default.* In the event of a Default, if Lessee fails to cure such Default within the applicable Cure Period, the City may terminate this Agreement upon sixty (60) days prior written notice to Lessee.

C. *Remedies for Failure to Pay Rent.* In addition to the remedies under Section 10.1(B) and those otherwise available at law or in equity, if Lessee fails to timely pay any Rent required by this Agreement and fails to cure the same within the applicable Cure Period, the City may:

- (i) Terminate this Agreement in accordance with Section 10.1(B), resume possession of the Leased Premises, and recover immediately from Lessee the differences between the Rent and the fair rental value of the Leased Premises, together with the Improvements, for the remainder of the Term; ~~or (ii)~~ provided that the City makes good faith efforts to mitigate Lessee's damages;  
or
- (ii) Resume possession and relet the Leased Premises and the Improvements thereon for the remainder of the Term, and recover from Lessee, at the end of the Term or at the time each payment of Rent comes due under this Agreement as the City may choose, the difference between the Rent and the rent received on the re-leasing or renting, provided that the City makes good faith efforts to mitigate Lessee's damages.

D. *Reservation of Rights.* Notwithstanding the foregoing, the City reserves all rights and remedies at law or in equity to recover for any uncured Default or other violation of this Agreement resulting in damages, loss, or harm to the City. This Section 10.1(E) shall survive expiration or termination of this Agreement for a period of two (2) years. Termination by Lessee.

**Section 10.2 Termination by Lessee.** Lessee may terminate this Agreement upon thirty (30) days prior written notice to the City in the event one of the following events occur:

A. *Injunction.* The issuance by any court of competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Lessee of all or any substantial part of the Leased Premises, which remains in force, unvacated, or unstayed for a period of at least sixty (60) consecutive days.

B. *City Default.* The failure of the City to perform a material obligation required of the City under this Agreement within thirty (30) days after written notice by Lessee to the City. If the nature of the City's obligation is such that more than thirty (30) days are reasonably required for performance or cure, the City shall not be in default if the City (i) provided notice to Lessee that its cure of an alleged violation is reasonably expected to take more than thirty (30) days, and (ii) it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

**Section 10.3 Survival.** The provisions of this Article 10 and the remedies and rights provided herein shall survive any expiration or termination of this Agreement.

**ARTICLE XI**  
**ASSIGNMENT AND SUBLEASING**

**Section 11.1** Assignment by Lessee.

A. Lessee shall not assign any of its rights under this Agreement, including, but not limited to, rights in any Improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), and shall not delegate any performance under this Agreement, except with the prior written consent of the City, which may be granted or withheld in the City's sole discretion. As a condition of obtaining such consent, the transferee receiving any such right shall be required to execute a new lease agreement provided by the City. Regardless of the City's consent, Lessee shall not be released from any obligations for matters arising during the time when this Agreement is in effect. Any purported assignment or delegation of rights or delegation of performance in violation of this section is void. Notwithstanding anything to the contrary, the City's consent shall not be required with respect to an assignment to a direct or indirect Affiliate of Lessee so long as the ultimate parent company, currently Beta Technologies, Inc., a Delaware corporation, remains liable for the obligations of the tenant under this Agreement. As used in this Agreement, "Affiliate" means a person or entity that Controls, is Controlled by, or is under common Control with another person or entity, and "Control" or "Controlled" means ownership of more than fifty percent (50%) of the outstanding voting stock of a corporation, or other majority equity and control interest of an entity which is not a corporation, or the possession of power to direct or cause the direction of the management and policy of such corporation or other entity, whether through the ownership of voting securities, by statute or according to the provisions of a contract.

B. Upon the termination of this Agreement, Lessee hereby assigns, transfers, and conveys to the City, without warranty and to the extent assignable by Lessee without requiring third-party consents, the following:

- (i) The right to the use of ~~the~~ approved Plans and Specifications to the extent owned by Lessee;
- (ii) Any copyright interests in ~~the~~ approved Plans and Specifications held by Lessee; and
- (iii) The right to enforce, in Lessee's own name as a proper party, any subcontracts related to the Improvements or other maintenance or services contracts in force with respect to the Leased Premises or Improvements and any warranties arising under any of them or in connection with the performance thereof, as the case may be.

**Section 11.2** Subleasing by Lessee. Lessee shall not sublease any portion of the Leased Premises or Improvements without prior written consent of the City, which may be granted or withheld in the City's sole but reasonable discretion. Any sublease or sublease form approved by the City must, at a minimum, be subordinate to this Agreement and provide the City with the right of attornment in the event of Lessee's default under this Agreement or the expiration or termination of this Agreement. Any sublessee must comply with the provisions as set forth in this Article 11. Notwithstanding anything to the contrary, the City's consent shall not be required with respect to any sublease to a direct or indirect Affiliate of Lessee.

**Section 11.3** Assignment by City. The City shall have the right, in the City's sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to have delegate its duties), and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this Agreement in favor of such assignee.

**Section 11.4** Encumbrances. Lessee shall not encumber or permit the encumbrance of the City's title to the Leased Premises. Lessee shall not encumber or permit the encumbrance of Lessee's leasehold interest in the Leased Premises, the Improvements, or any of Lessee's rights under this Agreement without the City's prior written consent, which may be granted or withheld in the City's sole discretion. Lessee shall not record this Agreement or any document or interest relating thereto. Any purported encumbrance of rights in violation of this Section 11.4 is void.

**ARTICLE XII  
MISCELLANEOUS PROVISIONS**

**Section 12.1** Notices. Any notices to be given pursuant to this Agreement shall be sufficient if given by a writing deposited in the United States mails, certified mail or registered mail, return receipt requested, postage prepaid, by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, by email (provided the electronic process used is reasonably secure and not easily susceptible to manipulation and that if notice is delivered by email, notice must also be delivered by one of the other methods described above unless the recipient or its counsel waives for foregoing) addressed as follows:

To the City:

City of Burlington  
Attn: Office of the City Attorney  
City Hall, 149 Church St.  
Burlington, VT 05401  
Email: [REDACTED]

with a copy to:

Patrick Leahy Burlington International Airport  
Attn: Director of Aviation  
1200 Airport Drive  
South Burlington, VT 05403  
Email: [REDACTED]

To Lessee:

Beta Technologies, Inc.  
Attn: CEO & OOO  
1150 Airport Drive  
South Burlington, VT 05403  
Email: [REDACTED]

with a copy to:

Beta Technologies, Inc.  
Attn: General Counsel  
1150 Airport Drive  
South Burlington, VT 05403  
Email: [REDACTED]

or to such other address as the addressee may designate in writing by notice to the other Party delivered in accordance with the provisions of this Section 12.1. Any such notice or other communication shall be deemed given: (i) if mailed, three days after being deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by courier, the next day after being deposited with the courier, properly addressed and with prepaid; (iii) if sent by email, when

transmitted, provided that the sender does not receive an automated delivery failure or “out of office” message.

**Section 12.2** No Waiver. The waiver by the City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by the City shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Agreement, other than the failure of Lessee to pay the particular Rent so accepted, regardless of the City’s knowledge of such preceding breach at the time of acceptance of such Rent.

**Section 12.3** Lessee’s Subordination. The City represents and warrants to Lessee that there are no mortgages, trust indentures, or other security interests encumbering the Leased Premises as of the Effective Date. Lessee hereby subordinates and makes this Agreement inferior to all future mortgages, trust indentures, or other security interest of the City or the City’s successor in interest. Lessee shall execute and deliver any documents required to evidence and perfect such subordination, provided that the holders or beneficiaries under such mortgages, trust indentures, or other security interests provide, for the benefit of Lessee, a non-disturbance agreement in a commercially reasonable form.

**Section 12.4** Relocation. In the event that proper, planned, and orderly development of the Airport shall require that the City devote any part of the Leased Premises to a different use than that contemplated by this Agreement, or in the case of an emergency, the City shall have the right—upon ~~sixty (60) days~~ not less than three (3) years’ advance written notice to Lessee and without cost or expense to Lessee—to relocate all or part of the Leased Premises. Said relocated ~~premises~~ shall be of no less ~~area, -as -conveniently located-~~ as is reasonable considering all demands for space at the Airport, and shall be replacement premises of the same or substantially similar quality as those premises vacated. All of Lessee’s fixed improvements shall, without cost or expense to Lessee, be relocated or replaced on said relocated premises. All terms and conditions of this Agreement, except the description of the Leased Premises, shall apply to said relocated premises.

**Section 12.5** Subordination to Grant Assurances. This Agreement shall be subject and subordinate to the provisions of any existing or future agreements between the City and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the City of federal funds for the development of the Airport (“Grant Assurances”). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the City has the right to amend, alter or otherwise modify the terms of this Agreement in order to resolve such conflict or violation.

**Section 12.6** Non-Interference With Operation of the Airport. Lessee expressly agrees for itself, its successors and assigns, and all other Lessee’s Associates that Lessee shall not conduct operations in or on the Leased Premises in a manner that (i) interferes or might interfere with Airport operations or the reasonable use by others of other leased spaces or common facilities at the Airport, (ii) hinders or might hinder police, fire fighting, or other emergency personnel in the discharge of their duties, (iii) would or would be likely to constitute a hazardous condition at the Airport, (iv) would or would be likely to increase the premiums for insurance policies maintained by the City unless such operations are not otherwise prohibited hereunder and Lessee pays the increase in insurance premiums occasioned by such operations, (v) is contrary to any applicable Grant

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Assurance; (vi) would contradict or violate any Applicable Laws or Regulations, directive, or similar restriction issued by any Governmental Authority having jurisdiction over the Airport, including the City, FAA, Homeland Security, TSA, and Customs and Border Patrol, or (vii) would involve any illegal purposes, (viii) directly or indirectly interferes with the operation by the City or the FAA of air navigational, communication, or flight equipment on the Airport. In the event this covenant is breached, the City reserves the right, after prior written notice to Lessee, to enter upon the Leased Premises and cause the abatement of such interference at the expense of Lessee. The City shall have the right to take any action it considers necessary to protect aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting or causing to be erected any building or other structure which, in the sole opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft. In the event of a breach in Airport security caused by Lessee, resulting in fine or penalty to the City of which Lessee has received prior written notice, such fine or penalty will be charged to Lessee.

**Section 12.7** Emergency Closures. During time of war or national emergency, the City shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities, and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with provisions of the agreement with the United States Government, will be suspended.

Lessee must comply with all local, state, federal orders, directives, regulations, guidance, advisories during public emergencies. Public emergencies include, but are not limited to, national, state and local security emergencies; public health emergencies and pandemics; evacuations; chemical spills; shelter-in-place alerts; severe weather advisories; boil water advisories; and roadway interruptions. Lessee's failure to comply with any local, state, federal orders, directives, regulations, guidance, or advisories during a public emergency shall constitute a breach of this Agreement. The City shall have sole discretion in determining if Lessee is compliant with the above. If a public emergency is declared, the City will not be responsible for any expenses or losses incurred as a result of any public emergency.

**Section 12.8** Interpretation.

A. References in the text of this Agreement to articles, sections or exhibits pertain to articles, sections or exhibits of this Agreement, unless otherwise specified.

B. The terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this Agreement refer to this Agreement. The term "including" shall not be construed in a limiting nature, but shall be construed to mean "including, without limitation."

C. Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.

D. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

E. Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.

**Section 12.9** Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Lessee from the prompt payment of Rent or any other amounts required to be paid under this Agreement. If the City (or Lessee in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a Force Majeure Event, such performance shall be excused to the extent so delayed or hindered during the time when such Force Majeure Event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the Party so delayed or hindered. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such Force Majeure Event. Lessee hereby releases the City from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee or Lessee's Associates during the Term, including, but not limited to, loss, damage or injury to the aircraft or other personal property of Lessee that may be located or stored in the Leased Premises due to a Force Majeure Event.

**Section 12.10** City's Limitation of Liability. The City shall not be liable to Lessee or Lessee's Associates for any damages or loss caused to them or their property by any of the following: water, rain, wind, snow ice, sleet, hail, fire, storms, earthquake, volcanic eruption, or any other weather event or condition outside of the City's control; any Airport tenant, user, operator, or any other third party; or by breakage, stoppage, or leakage of utilities on or adjacent to the Leased Premises. In the event of damage or destruction to the Leased Premises, the City is under no obligation to provide substitute space or property to Lessee.

**Section 12.11** Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction's principles of conflict of laws. The Parties consent to and submit to in personam jurisdiction and venue in the State of Vermont, County of Chittenden, and in the U.S. District Court for the District of Vermont. The Parties assert that they have purposefully availed themselves of the benefits of the laws of the State of Vermont and waive any objection to in personam jurisdiction on the grounds of minimum contacts, waive any objection to venue, and waive any plea of forum non conveniens. This consent to and submission to jurisdiction is with regard to any action related to this Agreement, regardless of whether the Parties' actions took place in the State of Vermont or elsewhere in the United States.

**Section 12.12** Amendments and Waivers. No amendment to this Agreement shall be binding on the City or Lessee unless reduced to writing and signed by both Parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the Party against whom the waiver is sought to be enforced.

**Section 12.13** Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any Party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

**Section 12.14** Merger. This Agreement constitutes the final, complete, and exclusive agreement between the Parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this

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Agreement, neither Party has relied on any statement, representation, warranty, nor agreement of the other Party except for those expressly contained in this Agreement.

**Section 12.15 Relationship of Parties.** This Agreement does not create any partnership, joint venture, employment, or agency relationship between the Parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

**Section 12.16 Further Assurances.** Each Party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

**Section 12.17 Governmental Immunity and Limitations on Liability.** Lessee is hereby advised that any claims made by Lessee against the City, its officers, directors, employees, contractors, or volunteers shall be subject to the limitations set forth 12 V.S.A. § 5601, as the same may be amended from time to time. Nothing in this Agreement shall be construed to waive or limit any governmental or sovereign immunity the City may have, from any claim whatsoever, under statute or judicial precedent.

**Section 12.18 Notice of Lease.** The Parties will at any time, at the request of either one, promptly execute multiple originals of an instrument, in recordable form which will constitute a notice of lease, setting forth the information required by 27 V.S.A. § 341(c). The City shall, upon request of Lessee, promptly execute and deliver to Lessee any transfer tax returns, affidavits or other documents which shall be required by any recording office as a condition of recording such memorandum or notice of this Agreement. Lessee shall be responsible for all recording fees and other recording costs, including recording taxes, related to the recording of the memorandum or notice of this Agreement.

**Section 12.19 No Discrimination.** In addition to the federal clauses in Section 12.20, Lessee, for itself, its representatives, successors, and assigns, does hereby covenant and agree that no person on the grounds of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, genetic information or other protected classification shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Lessee's facilities pursuant to its operations hereunder. Lessee shall comply with all the requirements of Title 21, V.S.A., Chapter 5, Subchapter 6 and 7, relating to fair employment practices, to the extent applicable. All subcontracts permitted hereunder shall include reference to the above.

**Section 12.20 Required Federal Clauses.** Lessee shall comply, and shall cause Lessee's Associates to comply, with all Laws and Regulations, including all of the required federal clauses in this Section 12.20.A. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees as follows:

- (i) **Compliance with Regulations:** Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

- (ii) **Non-discrimination:** Lessee, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (iii) **Information and Reports:** Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to the City or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (iv) **Sanctions for Noncompliance:** In the event of Lessee's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such sanctions as it or the FAA may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Agreement, in whole or in part.
- (v) **Incorporation of Provisions:** Lessee will include the provisions of paragraphs (i) through (iv) of this Section 12.20(A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Lessee will take action with respect to any contract or procurement as the City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, Lessee may request the City to enter into any litigation to protect the interests of the City. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

B. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

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

D. During the performance of this Agreement, Lessee agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- (ii) 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- (iii) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal- aid programs and projects);
- (iv) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (v) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (vi) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (vii) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- (viii) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

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\_\_\_\_\_ LESSEE

- (ix) The FAA's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (x) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (xi) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- (xii) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. In all its activities within the scope of its airport program, Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Lessee transfers its obligation to another, the transferee is obligated in the same manner as Lessee. The above provision obligates Lessee for the period during which the property is owned, used or possessed by Lessee and the airport remains obligated to the FAA.

F. In the event of breach of any of the above Nondiscrimination covenants, the City will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. This Agreement incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Lessee has full responsibility to monitor compliance to the referenced statute or regulation. Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

H. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Lessee retains full responsibility to monitor its compliance and any sublessee's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part

1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

I. Lessee agrees that it shall insert the above eight provisions (Section 12.20(A) through (H)) in any agreement by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Leased Premises herein leased or owned.

J. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises.

**Section 12.21 Condemnation.**

A. In the event of a condemnation or a taking by the use of eminent domain of all or any part of the Leased Premises, all proceeds of such condemnation or taking shall be apportioned to Lessee and the City as follows:

- (i) The amount awarded for the taking of the Leased Premises shall belong to the City.
- (ii) Lessee shall have the right to recover such compensation as may be awarded on account of the value of the Improvements owned and/or made by Lessee for the remainder of the Term, for moving and relocating expenses, for the value of its property interest and business conducted on the Leased Premises including but not limited to the loss, if any, sustained by Lessee as a result of the termination of this Agreement for loss of business, fixtures, goodwill, moving expenses and attorneys' fees and costs, and for any other damages sustained by Lessee as a result of such condemnation, provided that Lessee may not pursue the City for any such costs unless the City is the entity condemning or taking the Improvements.

B. If the condemnation or taking by eminent domain is such that Lessee cannot reasonably conduct its business, then at Lessee's option, the Agreement may be terminated upon sixty (60) days prior written notice to the City. In the event of a partial condemnation of the Leased Premises, this Agreement shall not be terminated, provided there should be an equitable reduction in the amount of Rent payable under this Agreement.

**Section 12.22 Public Records Act.** Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of the City. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the Vermont Public Records Act. It is not sufficient to merely state generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages, or sections that are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to

justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

**Section 12.23 Livable Wage Ordinance.** Lessee shall comply with all applicable requirements of the City’s Livable Wage Ordinance, B.C.O. 21-80 et seq (“LWO”), in connection with this Agreement. Among other things, Lessee shall pay all “covered employees” as defined in the LWO (including the covered employees of contractors and subcontractors) a livable wage, as determined or adjusted annually by the City, and shall provide paid time off during the entirety of the Term pursuant to the requirements of the LWO, to the extent such requirements are applicable to Lessee’s activities.

**Section 12.24 Outsourcing Ordinance.** Lessee shall comply with, and cause its officers, directors, employees, contractors, subcontractors, permitted sublessees, and other representatives to comply with, the City of Burlington’s Outsourcing Ordinance, B.C.O. §§ 21-90 – 21-93, in carrying out its rights and obligations under this Agreement.

**Section 12.25 Union Deterrence Ordinance.** Lessee shall comply with, and cause its officers, directors, employees, contractors, subcontractors, permitted sublessees, and other representatives to comply with, the City of Burlington’s Union Deterrence Ordinance, B.C.O. §§ 21-100 et seq., in carrying out its rights and obligations under this Agreement.

**Section 12.26 Casualty.** In the event of a casualty to the Existing Facilities or Improvements on the Leased Premises, the City shall promptly rebuild or repair the Leased Premises. All proceeds of the insurance policy of the City covering the casualty shall be applied first to the repair and restoration of the Existing Facilities and the Property, and any insurance proceeds in excess of the amounts required to repair and/or restore the Existing Facilities and the Property shall be apportioned freely to the City. All proceeds of the insurance policy of the Lessee covering the casualty to the Improvements shall be applied first to the repair and restoration of the Improvements, and any insurance proceeds in excess of the amounts required to repair and/or restore the Improvements shall be apportioned freely to Lessee. If the casualty is such that Lessee cannot reasonably conduct its business, then at Lessee’s option, the Agreement may be terminated upon sixty (60) days prior written notice to the City. In the event of a partial casualty of the Leased Premises, this Agreement shall not be terminated, provided ~~there should be that~~ Lessee can reasonably conduct its business and there is an equitable reduction in the amount of Rent payable under this Agreement. Lessee shall not be required to rebuild or repair any Improvements located on the Leased Premises but may do so at its option.

**Section 12.27 Cooperation.** The Parties shall make their designated representative available to meet within a reasonable time to discuss issues relating to the Agreement or the Leased Premises.

**Section 12.28 No Third-Party Beneficiaries.** This Agreement is made for the sole and exclusive benefit of the City and Lessee, and is not made for the benefit of any third party.

**Section 12.29 Authority.** The persons signing this Agreement hereby warrant that they have full authority to sign this Agreement on behalf of the respective Parties.

**Section 12.30 Entire Agreement.** This Agreement constitutes the entire agreement of the parties regarding the matters described herein, and any representations or understandings not included herein shall have no effect.

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CITY

\_\_\_\_\_  
LESSEE

**Section 12.31 Commissions and Fees.** The Parties warrant and represent to each other that they have no knowledge of any real estate broker or agent to whom a commission may be payable as a result of this transaction or any such knowledge of any finder's fees or commissions related thereto, except Donahue & Associates (the "Broker"). The City shall be solely responsible for paying the Broker any and all real estate commissions and/or fees associated with this Agreement. The Parties shall indemnify and hold harmless the other for all claims or demands of any other real estate agent or broker claiming by, through, or under such party, which indemnification shall also include payment of costs and attorneys' fees incurred by a party in defense of a claim for such real estate commissions or fees.

[SIGNATURE PAGES FOLLOW]

**NONAERONAUTICAL FACILITY LEASE AGREEMENT**

**between**

**THE CITY OF BURLINGTON, VERMONT**

**and**

**BETA TECHNOLOGIES, INC.**

**dated as of**

**June 10, 2025**

**TABLE OF CONTENTS**

	<b>Page No.</b>
<b>Article I DEFINITIONS .....</b>	<b>1</b>
<b>Section 1.1</b> <u>Definitions</u> .....	1
<b>Article II LEASE OF LEASED PREMISES; TERM.....</b>	<b>4</b>
<b>Section 2.1</b> <u>Lease of Leased Premises</u> .....	4
<b>Section 2.2</b> <u>Parking</u> .....	4
<b>Section 2.3</b> <u>Term</u> .....	5
<b>Section 2.4</b> <u>Holding Over; Rights at Expiration</u> .....	5
<b>Section 2.5</b> <u>City’s Right of Entry</u> .....	5
<b>Section 2.6</b> <u>Ownership of Leased Premises</u> .....	6
<b>Article III RENTAL; SECURITY DEPOSIT .....</b>	<b>6</b>
<b>Section 3.1</b> <u>Rent</u> .....	6
<b>Section 3.2</b> <u>Insufficient Funds Charge</u> .....	7
<b>Section 3.3</b> <u>Time and Place of Payments</u> .....	7
<b>Section 3.4</b> <u>Electronic Payment</u> .....	7
<b>Section 3.5</b> <u>Failure to Pay Rent, Fees, or Charges</u> .....	7
<b>Section 3.6</b> <u>Security Deposit</u> .....	7
<b>Section 3.7</b> <u>Additional Rent</u> .....	7
<b>Article IV OCCUPANCY, USE, AND CONDITIONS OF LEASED PREMISES .....</b>	<b>8</b>
<b>Section 4.1</b> <u>Condition of Leased Premises</u> .....	8
<b>Section 4.2</b> <u>Construction of Improvements</u> .....	8
<b>Section 4.3</b> <u>Access</u> .....	9
<b>Section 4.4</b> <u>Use of Leased Premises and License Area</u> .....	9
<b>Section 4.5</b> <u>No Unauthorized or Prohibited Use</u> .....	9
<b>Section 4.6</b> <u>Compliance with Laws</u> .....	9
<b>Section 4.7</b> <u>Permits and Licenses</u> .....	10
<b>Section 4.8</b> <u>Payment of Taxes</u> .....	10
<b>Section 4.9</b> <u>No Liens</u> .....	10
<b>Section 4.10</b> <u>ADA</u> .....	10
<b>Article V REPRESENTATIONS AND WARRANTIES .....</b>	<b>11</b>
<b>Section 5.1</b> <u>Representations by the City</u> .....	11
<b>Section 5.2</b> <u>Representations by Lessee</u> .....	11
<b>Article VI OBLIGATIONS OF LESSEE .....</b>	<b>11</b>
<b>Section 6.1</b> <u>Plans and Specifications</u> .....	11
<b>Section 6.2</b> <u>Operations and Maintenance</u> .....	11

Section 6.3	<u>Utilities</u> .....	12
Section 6.4	<u>Signs</u> .....	12
Section 6.5	<u>Security</u> .....	12
Section 6.6	<u>Obstruction Lights</u> .....	12
Section 6.7	<u>Trash, Garbage and Other Refuse</u> .....	12
Section 6.8	<u>Supervision</u> .....	12
<b>Article VII ENVIRONMENTAL CONDITIONS .....</b>		<b>12</b>
Section 7.1	<u>General Conditions</u> .....	12
Section 7.2	<u>Obligations upon Termination; Remediation</u> .....	15
Section 7.3	<u>No Liability for Business Interruption</u> .....	16
Section 7.4	<u>Environmental Indemnification</u> .....	16
Section 7.5	<u>Remedies Cumulative</u> .....	17
Section 7.6	<u>Survival</u> .....	17
<b>Article VIII OBLIGATIONS OF THE CITY .....</b>		<b>17</b>
Section 8.1	<u>Delivery of Leased Premises</u> .....	17
Section 8.2	<u>Access</u> .....	17
Section 8.3	<u>Snow Removal</u> .....	17
<b>Article IX INSURANCE AND INDEMNIFICATION.....</b>		<b>17</b>
Section 9.1	<u>Insurance</u> .....	17
Section 9.2	<u>Lessee’s Indemnification and Duty to Pay Damages.</u> .....	20
Section 9.3	<u>Performance Bond and Payment Bond</u> .....	21
<b>Article X DEFAULT AND REMEDIES.....</b>		<b>21</b>
Section 10.1	<u>Termination by the City</u> .....	21
Section 10.2	<u>Termination by Lessee</u> .....	23
Section 10.3	<u>Survival</u> .....	23
<b>Article XI ASSIGNMENT AND SUBLEASING.....</b>		<b>23</b>
Section 11.1	<u>Assignment by Lessee</u> .....	23
Section 11.2	<u>Subleasing by Lessee</u> .....	24
Section 11.3	<u>Assignment by City</u> .....	24
Section 11.4	<u>Encumbrances</u> .....	24
<b>Article XII MISCELLANEOUS PROVISIONS.....</b>		<b>25</b>
Section 12.1	<u>Notices</u> .....	25
Section 12.2	<u>No Waiver</u> .....	25
Section 12.3	<u>Lessee’s Subordination</u> .....	26
Section 12.4	<u>Relocation</u> .....	26
Section 12.5	<u>Subordination to Grant Assurances</u> .....	26

<b>Section 12.6</b>	<b><u>Non-Interference With Operation of the Airport</u></b> .....	26
<b>Section 12.7</b>	<b><u>Emergency Closures</u></b> .....	27
<b>Section 12.8</b>	<b><u>Interpretation</u></b> .....	27
<b>Section 12.9</b>	<b><u>Force Majeure</u></b> .....	27
<b>Section 12.10</b>	<b><u>City’s Limitation of Liability</u></b> .....	28
<b>Section 12.11</b>	<b><u>Governing Law and Venue</u></b> .....	28
<b>Section 12.12</b>	<b><u>Amendments and Waivers</u></b> .....	28
<b>Section 12.13</b>	<b><u>Severability</u></b> .....	28
<b>Section 12.14</b>	<b><u>Merger</u></b> .....	29
<b>Section 12.15</b>	<b><u>Relationship of Parties</u></b> .....	29
<b>Section 12.16</b>	<b><u>Further Assurances</u></b> .....	29
<b>Section 12.17</b>	<b><u>Governmental Immunity and Limitations on Liability</u></b> .....	29
<b>Section 12.18</b>	<b><u>Notice of Lease</u></b> .....	29
<b>Section 12.19</b>	<b><u>No Discrimination</u></b> .....	29
<b>Section 12.20</b>	<b><u>Required Federal Clauses</u></b> .....	29
<b>Section 12.21</b>	<b><u>Condemnation</u></b> .....	33
<b>Section 12.22</b>	<b><u>Public Records Act</u></b> .....	34
<b>Section 12.23</b>	<b><u>Livable Wage Ordinance</u></b> .....	34
<b>Section 12.24</b>	<b><u>Outsourcing Ordinance</u></b> .....	34
<b>Section 12.25</b>	<b><u>Union Deterrence Ordinance</u></b> .....	34
<b>Section 12.26</b>	<b><u>Casualty</u></b> .....	34
<b>Section 12.27</b>	<b><u>Cooperation</u></b> .....	35
<b>Section 12.28</b>	<b><u>No Third-Party Beneficiaries</u></b> .....	35
<b>Section 12.29</b>	<b><u>Authority</u></b> .....	35
<b>Section 12.30</b>	<b><u>Entire Agreement</u></b> .....	35
<b>Section 12.31</b>	<b><u>Commissions and Fees</u></b> .....	35



C. “Airport Rules and Regulations” shall mean all Airport rules, regulations, and policies adopted by the City, including but not limited to the Airport rules and regulations in Appendix E of the City Charter, as may be amended from time to time.

D. “Applicable Laws and Regulations” shall mean any and all existing and future federal, state, and local laws, rules, and regulations (as amended or otherwise modified from time to time) that are applicable to this Agreement, Lessee’s construction of the Improvements, and Lessee’s use, occupancy, or operations at the Leased Premises, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law that may be applicable at any time during the Term, including, but not limited to, the Airport Rules and Regulations, the Grant Assurances, master plans and zoning codes, Environmental Laws, any and all plans and programs developed in compliance with such requirements.

E. “Authorized Use” shall mean the nonaeronautical use and occupancy of the Leased Premises by Lessee to: (i) construct and/or install the Improvements in order to renovate the Existing Facilities in accordance with the Plans and Specifications, including but not limited to the completion of office and manufacturing spaces to support Lessee’s operations on the Airport; (ii) conduct administrative and light manufacturing activities related to Lessee’s operations at the Airport, and to conduct other nonaeronautical activities in support of such operations; and (iii) to otherwise perform any of Lessee’s obligations, rights, or privileges set forth in this Agreement upon the Leased Premises, subject to the terms and conditions herein.

F. “Base Rent” shall have the meaning set forth in Section 3.1(A) herein.

G. “City” shall mean the City of Burlington, Vermont, a municipal corporation under the laws of the State of Vermont, located in Chittenden County, Vermont.

H. “Cure Period” shall have the meaning set forth in Section 10.1(A).

I. “Default” shall mean Lessee’s or the City’s breach of this Agreement as set forth in Section 10.1(A) and Section 10.1D(B), respectively.

J. “Electronic Payment” shall have the meaning set forth in Section 3.4 herein.

K. “Electronic Payment Notice” shall have the meaning set forth in Section 3.4 herein.

L. “Environmental Laws” shall mean all and include all applicable federal, state, local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, as they currently exist or may exist in the future, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq., the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended by the Superfund

Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 et seq.; all applicable environmental statutes of the State of Vermont, along with the regulations adopted and guidelines promulgated pursuant thereto, and all local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials, and judicial precedent of each of the foregoing.

M. “Existing Facilities” shall have the meaning set forth in the Recitals.

N. “FAA” shall mean the United States Federal Aviation Administration.

O. “FF&E” shall mean movable furniture, fixtures, and other equipment that are not permanently affixed to the Leased Premises.

P. “Force Majeure Event” shall mean an act or event, whether foreseen or unforeseen, that prevents a Party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such Party, and that such Party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, pandemic, war, riots, strikes, accidents, fire, and changes in law.

Q. “Governmental Authority” or “Governmental Authorities” shall mean any federal, state, county, municipal, or other governmental entity (including but not limited to the City in its governmental capacity), or any subdivision thereof, with authority over Lessee, Lessee’s operations, the Authorized Use, the Airport, or aeronautical or nonaeronautical operations at or with respect to the Airport.

R. “Grant Assurances” shall have the meaning set forth in Section 12.5.

S. “Hazardous Materials” includes any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, oil or petroleum products, asbestos, or related materials; including as the same are defined in the Environmental Laws.

T. “Homeland Security” shall mean the United States Department of Homeland Security.

U. “Improvements” shall mean any and all buildings, structures, fixtures, appurtenances, site work, site utilities, or other improvements, including tenant improvements, to be located, installed, or constructed on the Leased Premises by Lessee to renovate the Existing Facilities in accordance with the Plans and Specifications, but shall not include the Existing Facilities.

V. “Leased Premises” shall have the meaning set forth in the Recitals and as further described and/or depicted in **Exhibit A**.

W. “Lessee” shall have the meaning set forth in the Preamble.

X. “Lessee’s Associates” shall mean Lessee’s employees, officers, directors, personnel, approved sublessees, contractors, subcontractors, suppliers, agents, invitees, and other representatives.

Y. “License Area” shall have the meaning set forth in Section 2.2.

Z. “SIDA” shall mean the Secure Identification Display Area as designated by the City.

AA. “Term” shall mean the duration of time in which this Agreement is effective, inclusive of the original term and any extensions thereof as specified in Section 2.3.

BB. “Option Term” shall have the meaning set forth in Section 2.3.

CC. “Plans and Specifications” shall have the meaning set forth in Section 6.1.

DD. “Property” shall have the meaning set forth in the Recitals.

EE. “Rent Adjustment Date” shall mean the date upon which Rent is adjusted pursuant to Section 3.1(B).

FF. “Rent” shall mean all amounts due and payable under this Agreement in accordance with Section 3.1, including but not limited to Base Rent, any adjustments thereto, charges, fess, and any interest accruing on the same.

GG. “Rent Commencement Date” shall mean the date upon which Lessee shall commence the payment of Rent, which shall be the earlier of the date that is (i) three (3) months following Lessee’s receipt of a certificate of occupancy or (ii) nine (9) months from the Effective Date.

HH. “TSA” shall mean the United States Transportation Security Administration.

II. “Year” as used in this Agreement shall mean the twelve-month period beginning on the Effective Date, with successive years commencing on the anniversary of the Effective Date.

## ARTICLE II LEASE OF LEASED PREMISES; TERM

**Section 2.1** Lease of Leased Premises. The City hereby leases to Lessee, and Lessee hereby rents from the City for its exclusive use, the Leased Premises for and during the Term, upon and subject to the terms, provisions, and conditions set forth in this Agreement.

**Section 2.2** Parking. The City hereby grants to Lessee a non-exclusive license to use and allow Lessee’s Associates to use, for purposes related to the Authorized Use, twenty-six (26) parking spaces within the parking lot associated with and adjacent to the Leased Premises, which unassigned parking spaces shall be available twenty-four (24) hours per day, seven (7) days per week, on a first-come, first-serve basis (the “License Area”).

**Section 2.3** Term. The term of this Agreement shall be for a period of five (5) years commencing on the Effective Date, and unless sooner terminated pursuant to the provisions of this Agreement (the “Term”). The Term may be extended by one (1) optional renewal for an additional five (5) years (“Option Term”). Lessee shall submit a written request to exercise the Option Term to the City not more than one (1) year and not less than ninety (90) days prior to the scheduled expiration of the Term, and the City may grant or deny the Option Term in its reasonable discretion. Any reference to the “Term” herein shall be inclusive of the Option Term, if exercised and granted.

**Section 2.4** Holding Over; Rights at Expiration.

A. *Holding Over*. If Lessee retains all or any portion of the Leased Premises after the termination of the Term by lapse of time or otherwise, such holding over shall constitute the creation of a tenancy at will with respect to such retained portion, terminable by the City at any time upon thirty (30) days prior written notice to Lessee. Under such tenancy at will, Lessee agrees to pay to the City as liquidated damages, and not as a penalty, One Hundred Fifty Percent (150%) of the amount otherwise payable hereunder (at the level applicable for the immediately preceding Rent Adjustment Date) that would have been due during the period of time Lessee remains in possession of the Leased Property. All provisions of this Agreement shall remain in full force and effect during such holdover period. The City’s acceptance of Rent after such termination shall not result in a renewal of this Agreement, nor affect the City’s right of re-entry or any rights of the City hereunder or as otherwise provided by law. If Lessee fails to vacate the Leased Premises despite the City’s termination and demand(s) to vacate, Lessee shall indemnify and hold the City harmless from all loss or liability including, without limitation, any claim made by any succeeding lessee resulting from such failure to surrender, together with interest, reasonable attorney’s fees, costs, and expenses.

B. *Ownership of Improvements Upon Termination*. Upon the expiration or termination of the Term, any Improvements and permanent fixtures on the Leased Premises shall immediately become property of the City and no compensation will be paid by the City for any such Improvements or fixtures. Lessee agrees that neither it nor any successor or assign of Lessee will pursue or file any claim against the City claiming compensation for the cost of any Improvements under a theory of condemnation inverse or otherwise or for any taking and further releases the City from any claim, presently or in the future, of any damages related to this Section 2.4(B).

C. *Return of Premises*. Upon the expiration or termination of the Term, Lessee shall at its own expense: (i) deliver the Leased Premises to the City in as good a condition as of the Effective Date (or if later improved, as so improved), the condition of the space prior to it being delivered is documented in photos included in **Exhibit B** attached hereto, excepting only casualty, condemnation, and normal wear and tear; (ii) remove all of Lessee’s personal property (including its FF&E and trade fixtures, if any) and possessions from the Leased Premises. Lessee shall, at its sole cost and expense, repair any damage to the Leased Premises caused by Lessee’s removal of such personal property. Any of Lessee’s personal items remaining in or on the Leased Premises after the expiration or termination of this Agreement shall be deemed abandoned by Lessee and become the sole property of the City.

**Section 2.5** City’s Right of Entry.

A. *Inspection of Leased Premises.* The City, through its duly authorized agents, shall have at any time the full and unrestricted right to enter the Leased Premises for the purpose of periodic inspection for fire protection and maintenance and to investigate compliance with the terms of this Agreement; provided that, except in the case of emergency, such right shall be exercised upon reasonable prior notice to Lessee and with an opportunity for Lessee to have an employee or agent present, and will not unreasonably interfere with Lessee's Authorized Use of the Leased Premises. Lessee shall provide the Director of Aviation with serviceable keys to all of its facilities to permit the exercise of the City's rights hereunder.

B. *Facility Maintenance.* The City, through its duly authorized agents, shall have the right to enter the Leased Premises, upon reasonable prior notice to Lessee and with an opportunity for Lessee to have an employee or agent present, to (i) perform essential maintenance, repair, relocation, or removal of existing underground or overhead facilities owned by the City, including but not limited to wires, pipes, drains, cables, and conduits located on or across the Leased Premises, and (ii) to construct, maintain, repair, relocate, and remove such facilities in the future if necessary to carry out the master plan of development of the Airport, provided that such work shall not unreasonably disrupt or unduly interfere with the Authorized Use or permitted operations of Lessee. Nothing herein shall be construed to impose upon the City any obligations to construct or maintain or to make repairs, replacements, alterations, or additions, or shall create any liability for any failure to do so, except as otherwise set forth in Article VIII. Furthermore, nothing herein shall be construed to lessen Lessee's responsibilities under Section 6.2. The City shall not be liable for any damage to the Leased Premises, any other property in Lessee's possession, or any other persons, improvements, or personal property located in or thereupon, other than to repair or remedy such damage as may be occasioned by any activity undertaken by the City under this section.

**Section 2.6** Ownership of Leased Premises. The City and Lessee intend and hereby agree that the Leased Premises shall be and remain the property of the City during the entire term of this Agreement and thereafter.

### ARTICLE III RENTAL; SECURITY DEPOSIT

**Section 3.1** Rent. In consideration for the use of the Leased Premises herein granted, Lessee shall pay to the City the rental amounts as set forth below (the "Rent").

A. *Base Rent.* Beginning on the Rent Commencement Date, Lessee shall pay to the City Rent equaling a total annual sum of **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)**, payable in equal monthly installments of **SIXTEEN THOUSAND SIX HUNDRED AND SIXTY SIX DOLLARS AND SIXTY SIX CENTS (\$16,666.66)** (the "Base Rent").

B. *Rent Adjustment.* Beginning in the second (2<sup>nd</sup>) Year of the Term, the Base Rent shall be increased on each anniversary of the Effective Date during the Term (each a "Rent Adjustment Date") by two and one-half percent (2.5%) annually.

**Section 3.2** Insufficient Funds Charge. There shall be an extra charge of **THIRTY DOLLARS (\$30.00)** on any check returned by the bank for insufficient funds or account not existing.

**Section 3.3** Time and Place of Payments. Lessee shall pay the City Rent on a monthly basis without demand and in advance on or before the first (1<sup>st</sup>) day of each calendar month during the Term. If the Rent Commencement Date does not fall on the first (1<sup>st</sup>) day of a calendar month, Lessee shall pay to the City, on or before the Rent Commencement Date, Rent prorated for the first (1<sup>st</sup>) month of the Term. Lessee shall pay to the City Rent, Additional Rent, and all other amounts due and payable under this Agreement to the City by check, made at the office of the Director of Aviation, Burlington International Airport, located at 1200 Airport Drive #1, South Burlington, Vermont 05403, or in the manner otherwise prescribed by the City after written notice to Lessee.

**Section 3.4** Electronic Payment. Upon no less than thirty (30) days prior written notice to Lessee (the "Electronic Payment Notice"), the City shall have the right to require Lessee to make subsequent payments of Rent, any additional back rent, and other monies due pursuant to the terms of this Agreement by means of electronic funds transfer determined by the City in its sole and absolute discretion (the "Electronic Payment"). The Electronic Payment Notice shall set forth the proper bank ABA number, account number, and designation of the account to which such Electric Payment shall be made. Lessee shall promptly notify the City in writing of any additional information that will be required to establish and maintain Electronic Payment from Lessee's bank or financial institution. The City shall have the right, after at least ten (10) days prior written notice to Lessee, to change the name of the depository for receipt of any Electronic Payment and to discontinue payment of any sum by Electronic Payment.

**Section 3.5** Failure to Pay Rent, Fees, or Charges. In the event Lessee fails to make timely payment of any Rent, fees, charges, or other amounts due and payable in accordance with the terms of this Agreement within ten (10) days of the date due, interest at the rate of two and one half percent (2.5%) shall accrue against the delinquent amounts from the date due until the date payment is received by the City. Notwithstanding the foregoing, the City shall not be prevented from utilizing the remedies under this Agreement or otherwise available at law or in equity to recover such delinquent amounts.

**Section 3.6** Security Deposit. Lessee shall deposit with the City upon the execution of this Agreement a sum equal to the first month's Rent as a security deposit.

**Section 3.7** Additional Rent. Lessee shall pay as Additional Rent hereunder the following payments to the City in the manner prescribed herein.

A. *Real Estate Taxes.* Lessee shall pay the City Lessee's proportionate share of all real estate taxes paid by the City assessed against the Leased Premises in the relevant real estate assessment. Lessee's proportionate share shall be calculated as the ratio that the total square footage of the Leased Premises bears to the total square footage of all other land and buildings included in the real estate assessment.

B. *Casualty Insurance.* Lessee shall pay the City Lessee's proportionate share of all casualty insurance paid by the City, including any premiums payable by the City covering the building and improvements in which the Leased Premises is located.

C. *Payment.* All payments required this Section 3.7 shall be made in monthly installments by Lessee to the City on or before the first (1<sup>st</sup>) day of each calendar month, in advance, in an amount estimated by the City as evidenced by a written notice thereof, together with reasonable supporting documentation, delivered from the City to Lessee before the start of each Year. Within thirty (30) days after the end of each Year, the City shall provide Lessee with a statement (a "Reconciliation Statement") showing in reasonable detail the actual amounts incurred by the City during such Year. Lessee shall be entitled to inspect and examine and/or have a reputable independent certified public accountant or other consultant, paid on a non-contingency basis, selected by Lessee audit the books and records of the City relating to the determination of the Reconciliation Statement. If Lessee disputes any amounts shown in the Reconciliation Statement after concluding its audit, Lessee shall give the City a notice specifying in reasonable detail the basis for Lessee's disagreement and the amount of the Additional Rent payment refund Lessee claims is due. Lessee's notice shall be delivered within ten (10) days after the date Lessee concludes its audit and no later than six (6) months after Lessee's receipt of the Reconciliation Statement. The Parties shall make good faith efforts to reach mutual agreement on the claims made in Lessee's notice. If the total amount paid by Lessee under this section for any Year during the Term shall be less than the actual amount due from Lessee for such Year, Lessee shall pay to the City the difference between the amount paid by Lessee and the actual amount due within ten (10) days after (i) Lessee's receipt of the Reconciliation Statement, (ii) the date Lessee concludes its audit, or (iii) the Parties reach mutual agreement on the claims made in Lessee's notice, as the case may be. . If the total amount paid by Lessee hereunder for any Year of the Term shall exceed such actual amount due from Lessee for such Year, such excess shall be credited against the next monthly installment or installments of Additional Rent due from Lessee to the City hereunder or, if such excess occurs in the last lease Year, it shall be promptly paid to Lessee. For the Years in which this Agreement commences and terminates, the provisions of this section shall apply, and Lessee's liability for its proportionate share of any taxes and assessments and insurance premiums for such Years shall be subject to a pro rata adjustment based on the number of days of said Years during which the Term of this Agreement is in effect.

#### **ARTICLE IV OCCUPANCY, USE, AND CONDITIONS OF LEASED PREMISES**

**Section 4.1** Condition of Leased Premises. Lessee accepts the Leased Premises and License Area subject to the City fulfilling the final turnover responsibilities outlined in **Exhibit C** attached hereto. Lessee releases the City and holds it and its officers, directors, employees, and agents harmless for any claims arising out of any condition of the Leased Premises or License Area.

**Section 4.2** Construction of Improvements.

A. *Construction of Improvements.* Lessee shall have access to the Leased Premises upon the Effective Date. Lessee shall design, build, construct, complete, and furnish Improvements at its own expense. Lessee shall complete the construction of the Improvements in

accordance with all governmental requirements, the Plans and Specifications, and all Applicable Laws and Regulations. Lessee shall commence construction on the Improvements within sixty (60) days of the Effective Date, and shall make reasonable efforts to complete the Improvements and obtain a certificate of occupancy no later than nine (9) months from the Effective Date.

B. *Modifications.* Except as set forth in the Plans and Specifications, Lessee shall not make any structural or material modifications to the Leased Premises or the Improvements without the prior written consent of the City, which consent shall not be unreasonably withheld. All such modifications, once approved, shall comply with the requirements of this Agreement.

**Section 4.3** Access. Lessee and Lessee's Associates may ingress and egress at all times across the common areas of the Airport (in the areas designated by the City, for the purposes for which they were designed, and as permitted by Applicable Laws and Regulations) on a non-exclusive basis and to the extent reasonably necessary for Lessee's Authorized Use of the Leased Premises. Lessee shall comply, and shall cause Lessee's Associates to comply, with any ground vehicle driver training program the City may require. During special events at the Airport, Lessee acknowledges that the standard operating procedure at the Airport may be altered such that egress and ingress to the Leased Premises may be altered by the City. The City will notify Lessee in writing of any special events or closures that will impede Lessee's use of the Leased Premises, at least five (5) days prior to such alteration, and shall provide Lessee with a reasonable alternative for access to and from the Leased Premises. Lessee's failure to comply with the altered procedure is a Default of this Agreement, which shall be subject to the Cure Period as set forth in Section 10.1(A) .

**Section 4.4** Use of Leased Premises and License Area. At all times during the Term, Lessee shall use the Leased Premises only for the Authorized Use subject to the terms and conditions of this Agreement. Additionally, Lessee shall only use, and permit Licensee's Associates to use, the License Area for purposes related to Lessee's Authorized Use of the Leased Premises.

**Section 4.5** No Unauthorized or Prohibited Use. Lessee and Lessee's Associates shall use the Leased Premises and the Airport only for the Authorized Use and other purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized or prohibited use of the same. Prohibited uses include, but are not limited to: restricting access on any road or other area that Lessee does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Applicable Laws and Regulations; non-aeronautical uses that impede the aeronautical utility of the Airport; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; driving a motor vehicle in a prohibited Airport location; the use of parking areas in a manner not authorized by the City; any use that would interfere with Airport operations, threaten the safety or efficiency of such operations or Airport users, or violate any Applicable Laws and Regulations; and any use that would be prohibited by or would impair coverage under either Party's insurance policies or would cause an increase in the existing rate of insurance upon the Leased Premises.

**Section 4.6** Compliance with Laws. Lessee shall comply, and cause Lessee's Associates to comply, with any and all Applicable Laws and Regulations and all permits

and licenses which may be necessary or required for the Authorized Use, including but not limited to the construction of the Improvements. Upon the City's written request, Lessee shall verify, within a reasonable time, compliance with any Applicable Laws and Regulations.

**Section 4.7** Permits and Licenses. Lessee, at its sole cost and expense, shall obtain and maintain in current status all permits and licenses that are required under any Applicable Laws and Regulations in connection with this Agreement, including but not limited to the Authorized Use, Lessee's construction and/or installation of the Improvements, and Lessee's use, occupancy, or operations at the Leased Premises or the Airport. Lessee shall furnish copies of all such permits and licenses to the City upon the request of the City.

**Section 4.8** Payment of Taxes. Lessee shall timely pay all taxes, fees, assessments, and levies related to Lessee's use, occupancy, or operations at the Leased Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for any Improvements).

**Section 4.9** No Liens. Lessee shall pay for all labor done or materials furnished in the repair, replacement, maintenance, development, or improvement of the Leased Premises by Lessee and shall keep the Leased Premises, Improvements, and Lessee's interest therein free and clear of any lien or encumbrance created by Lessee's act or omission, or that of Lessee's Associates. Within thirty (30) days of the filing of any lien or claim, Lessee shall pay all lawful claims made against the City and discharge all liens filed or which exist against the Leased Premises, the Improvements, or any other portion of the Airport (other than Lessee's trade fixtures or trade equipment) to the extent such claims arise out of or in connection with labor done or materials furnished in the repair, replacement, maintenance, development or improvement of the Leased Premises. However, Lessee shall have the right to contest the amount or validity of any such claim or lien without being in default under this Agreement upon furnishing security in form acceptable to the City, in an amount equal to one hundred percent (100%) of such claim or lien, which insures that such claim or lien will be properly and fully discharged in the event that such contest is determined against Lessee or the City. Lessee shall give timely notice to the City of all such claims and liens of which it becomes aware. When contracting for any work in connection with the Leased Premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against the City's real property or any interest therein. Lessee is solely responsible for ensuring that all requirements are met such that such lien waivers are effective and enforceable.

**Section 4.10** ADA. Lessee shall, at its own expense, comply with the standards for accessible design known as the Americans with Disabilities Act Accessibility Guidelines in designing, constructing, and operating the Improvements. Lessee shall be subject to this obligation regardless of whether any Governmental Authority requires the City to be the applicant of record. The City shall, at its own expense, ensure that the Existing Facilities comply with such guidelines.

**ARTICLE V  
REPRESENTATIONS AND WARRANTIES**

**Section 5.1** Representations by the City. The City represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of the City.

**Section 5.2** Representations by Lessee. Lessee represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of Lessee.

**ARTICLE VI  
OBLIGATIONS OF LESSEE**

**Section 6.1** Plans and Specifications. With respect to any Improvements, Lessee shall, at its sole cost and expense, select qualified architects and engineers to prepare, as applicable, the architectural, site, structural, mechanical and/or electrical drawings and specifications for the Improvements as required by the appropriate local planning and zoning authorities and pursuant to this Agreement and all Applicable Laws and Regulations (collectively, the “Plans and Specifications”). Before implementing the Plans and Specifications or any changes thereto, Lessee shall obtain the City’s prior written approval of such Plans and Specifications and any changes thereto, which approval shall not be unreasonably withheld.

**Section 6.2** Operations and Maintenance. The City shall make all capital repairs that it deems reasonably necessary, in its sole discretion, during the Term. As used herein, “capital repairs” includes repairs to the structure of the building on the Leased Premises and operating systems, including, without limitation, the foundation, roof, windows, doors, pavement, HVAC system, plumbing, and electrical. Lessee, at its sole cost and expense, shall be responsible for maintenance, other than capital repairs, of the Leased Premises, all Improvements, and all FF&E thereon in a condition that is clean, free of debris, safe, sanitary, and in good repair (including, without limitation, the Improvements to the foundation, roof, windows, doors, pavement, HVAC system, plumbing, and electrical). Lessee, at its sole cost and expense, shall at its own expense create, execute, and maintain a comprehensive snow removal and landscaping plan for the Leased Premises. Lessee shall perform all work, maintenance, and repairs in accordance with Applicable Laws and Regulations and in a good and workmanlike manner. Lessee shall promptly remedy any condition that fails to meet the standards set forth in this Section 6.2. Without limiting the foregoing obligations, Lessee shall not store on the Leased Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard and shall not use areas outside of enclosed buildings for storage. Lessee shall store trash in covered metal receptacles and shall not accumulate or permit the accumulation of any trash, refuse, or debris on the Leased Premises. Any Hazardous Materials shall be governed by Article 7. Failure to maintain the Leased Premises, Improvements, or FF&E in a state of good repair

or in the condition required by this Section 6.2 shall be a Default, which shall be subject to the Cure Period as set forth in Section 10.1(A).

**Section 6.3** Utilities. Lessee shall furnish to the Leased Premises and pay for all utilities, including but not limited to telephone, gas, electric power, water, heat, air conditioning, sewer, storm water, janitorial services, and garbage and trash removal associated with the Leased Premises and shall make such deposits as are required to secure service. Lessee shall be responsible for any water or sewer impact fees incurred by Lessee's use of the Leased Premises. Any repairs of the utility lines other than those which are the responsibility of the utility service are the responsibility of Lessee. If utilities are billed to a common meter, Lessee shall pay to the City the pro-rated amount based on square footage of the Leased Premises, unless such utility usage results from an activity undertaken by the City within the Leased Premises.

**Section 6.4** Signs. Lessee shall not place, or cause to be placed, any sign or signs on the Leased Premises without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Lessee obtains the consent of the City, Lessee shall be responsible for all costs and labor associated with such signage.

**Section 6.5** Security. Lessee shall maintain the safety and security of the Leased Premises during the Term of this Agreement.

**Section 6.6** Obstruction Lights. Lessee shall, at its expense, provide and maintain obstruction lights on any structure on the Leased Premises if required by the City or FAA regulations. Any obstruction lights so required shall comply with the specifications and standards established for such installations by the City or FAA.

**Section 6.7** Trash, Garbage and Other Refuse. Lessee shall pick up, and provide for a complete and proper arrangement for the adequate sanitary handling and disposal, of all trash, garbage, and other refuse caused as a result of its operation on the Leased Premises. Lessee is responsible for disposal and payment of such services pursuant to Section 6.3. Lessee shall provide and use suitable covered metal receptacles for all such garbage, trash and other refuse on the Leased Premises. Lessee shall not pile boxes, cartons, barrels, pallets, debris or similar items in an unattractive or unsafe manner, on or about the Leased Premises.

**Section 6.8** Supervision. Lessee shall ensure that management, maintenance, and operation of the Leased Premises shall at all times be under the supervision and direction of an active, qualified, competent representative of Lessee. Upon the City's request, Lessee shall identify such representative, and any successor, in writing to the City.

## ARTICLE VII ENVIRONMENTAL CONDITIONS

### **Section 7.1** General Conditions.

A. *Environmental Representations.* Notwithstanding any other provisions of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants

and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to the City, upon which the City expressly relies that:

- (i) Lessee shall comply, and cause all Lessee's Associates to comply, with all applicable Environmental Laws in connection with its use and occupancy of the Leased Premises and any Airport facilities and property and accepts full responsibility and liability for such compliance. In the event of any noncompliance with Environmental Laws, Lessee shall take prompt and appropriate action to address the conditions causing the noncompliance and return to full compliance.
- (ii) Lessee is knowledgeable of any and all Environmental Laws without limitation which govern or which in any way apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Leased Premises and the Airport. Lessee shall keep informed of future changes in Environmental Laws.
- (iii) Lessee and Lessee's Associates have been fully and properly trained in the handling and storage of all Hazardous Materials and other pollutants and contaminants regularly used by Lessee or Lessee's Associates on the Leased Premises, and such training complies with any and all Applicable Laws and Regulations.
- (iv) Lessee agrees that it will neither handle nor store any Hazardous Materials on the Leased Premises in excess of those required to carry out the Authorized Use, if any, and that all such Hazardous Materials will be stored, used, and disposed of in accordance with all Applicable Laws and Regulations.
- (v) Lessee shall provide the City satisfactory documentary evidence of all such requisite legal permits and notifications required under any Environmental Law.
- (vi) Lessee agrees to cooperate with any investigation, audit, or inquiry by the City or any Governmental Authority regarding possible violation of any Environmental Laws.

B. *Generator of Hazardous Waste.* If Lessee is deemed to be a generator of Hazardous Materials or hazardous waste, as defined by Applicable Laws and Regulations, Lessee shall obtain an EPA identification number and the appropriate generator permit and shall comply with all Environmental Laws imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with Environmental Law.

C. *Inventory List.* Lessee shall maintain an accurate inventory list (including quantities) of all such Hazardous Materials on the Leased Premises, whether stored, disposed of, or recycled, which shall be available for inspection at any time on the Leased Premises by the City,

fire department officials, or other personnel of Governmental Authorities having jurisdiction over the Leased Premises, for implementation of proper storage, handling, and disposal procedures.

D. *Notification and Copies.* Notification of all activities relating to Hazardous Materials by Lessee shall be provided on a timely basis to the City or such other Governmental Authorities as required by the Applicable Laws and Regulations. In the event of any release or threatened release of Hazardous Materials caused by or discovered by Lessee or any Lessee Associate at, on, under, or about the Leased Premises or the Airport, or in the event any claim, demand, complaint, or action arising under Environmental Laws is made or taken against Lessee with respect to activities on the Leased Premises or the Airport, or if Lessee receives any notice pertaining to Lessee's failure or alleged failure to comply with any Environmental Laws at the Leased Premises, Lessee shall notify the City of all known facts pertinent to such release, threatened release, claim, demand, complaint, action, or notice, and shall provide the City with copies of any and all claims, demands, complaints, notices, or actions so made no later than twenty-four (24) hours following receipt of the same. If Lessee is required by any Environmental Laws or applicable Governmental Authority to file any notice or report of a release or threatened release at, on, under or about the Leased Premises or the Airport, Lessee shall simultaneously provide a copy of such notice or report to the City. Lessee shall provide to the City the name of Lessee's twenty-four (24)-hour emergency coordinator and his or her phone number in case of any release, spill, leak, or other emergency situation involving Hazardous Materials at the Leased Premises.

E. *Environmental Permits.* Lessee at its expense, shall obtain, maintain, and comply with any and all permits required by any Environmental Laws to conduct the activities or business in which Lessee or Lessee's Associates will engage on the Leased Premises. Lessee agrees to provide the City copies of all permit application materials, permits, monitoring reports, environmental response plan, and regulated materials storage and disposal plans relating to the Leased Premises.

F. *Recordkeeping.* Lessee shall maintain, in an orderly and easily accessible manner, all correspondence and communications with any Governmental Authority, records, or other information evidencing its compliance with all Environmental Laws for all Hazardous Materials brought upon, kept, used, stored, generated or disposed of in, on or about the Leased Premises, or transported to or from the Leased Premises by Lessee or Lessee's Associates. Lessee must maintain these records for the period of time as is required by Environmental Laws or ten (10) years following termination of this Agreement, whichever time is longer.

G. *Review of Environmental Documents.* At the City's written request, Lessee shall make available for inspection and copying, upon reasonable notice and at reasonable times, any and all non-privileged correspondence and communications with Governmental Authority, records, or other information evidencing its compliance with all Environmental Laws for all Hazardous Materials brought upon, kept, used, stored, generated, managed, or disposed of in, on, or about the Leased Premises, or transported to or from the Leased Premises by Lessee or Lessee's Associates.

H. *Access for Environmental Inspection.* The City shall have access to the Leased Premises upon reasonable prior notice to inspect the same in order to confirm that Lessee is in compliance with the requirements of this Article 7; provided, however, that the City may enter the

Leased Premises for such purposes without prior written notice in the event of an emergency pertaining to Environmental Laws, as determined by the City. Lessee agrees to fully cooperate with any such inspections; provided that such inspections shall not unreasonably interfere with Lessee's operations. If the City reasonably believes or has received information leading it to reasonably believe that Lessee's operations are not in compliance with the requirements of this Article 7, then, upon request by the City, Lessee shall conduct such inspection, testing, and analysis as the City reasonably deems necessary to ascertain whether Lessee is in compliance with this Article 7. Lessee shall pay all actual costs associated with any such environmental inspection, testing, and analysis. Any such tests shall be conducted by qualified independent environmental consultants chosen by Lessee, but such environmental consultants, and the scope and the methods of such investigation, shall be subject to the City's approval, which shall not be unreasonably withheld. Lessee shall provide copies of any and all relevant reports prepared by such experts to the City within a reasonable time after Lessee receives such reports.

I. *Violations.* If the City receives a notice from any Governmental Authority asserting a violation by Lessee of any Environmental Laws or Lessee's covenants and agreements contained herein, or if the City otherwise has reasonable grounds upon which to believe that such a violation has occurred, the City or its duly appointed consultants shall have the right, but not the obligation, to enter the Leased Premises and/or perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost, or expense to the City. The City shall perform such tests on the Leased Premises as may be necessary, in the opinion of the City or its duly appointed consultants, acting reasonably, to conduct a prudent environmental site assessment; provided, however, such environmental site assessment shall not unreasonably interfere with Lessee's operations or use and enjoyment of the Leased Premises unless Lessee's alleged violation or environmental condition poses a risk to the health, safety, or security of Airport users or Airport operations. If Lessee receives a notice of violation, notice of an enforcement action, or other notice of noncompliance, Lessee shall provide a copy of same to the City within three (3) days of receipt by Lessee or Lessee's agent.

## **Section 7.2**     Obligations upon Termination; Remediation.

A. *Removal of Hazardous Materials.* Upon any expiration or termination of this Agreement, Lessee shall demonstrate to the City's reasonable satisfaction that Lessee has removed any and all Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the Leased Premises. Lessee shall provide the City with copies of all waste manifests for Hazardous Materials removed from the Leased Premises at least thirty (30) days prior to the termination or expiration date of the Agreement. If Lessee or Lessee's Associates cause an impermissible release of Hazardous Materials or otherwise cause the contamination of the Leased Premises or other Airport facility or property, Lessee shall bear all costs and responsibility for the required clean up and remediation, and shall indemnify and hold the City harmless therefrom.

B. *Remediation.* Lessee, at its sole cost and expense, shall undertake all necessary steps to remedy and remediate a release of Hazardous Materials or other condition to the extent required by Environmental Laws or the requirements of this Agreement to the extent caused by, or

resulting from the activities, conduct, or omissions of Lessee or its Lessee's Associates, on the Leased Premises or at the Airport, as necessary to reasonably protect the public health and safety to the extent required by Applicable Law and/or to bring the Leased Premises or the Airport into compliance with all Environmental Laws applicable to the Leased Premises or Lessee's operations. The remediation must continue until the Governmental Authorities with jurisdiction determine that no further action is necessary in compliance with applicable Environmental Laws. Notwithstanding the foregoing, Lessee shall be obligated to clean-up and remediate the Leased Premises to achieve such standards or clean-up levels as are reasonably required by the City for properties at the Airport. If the City is unable, after commercially reasonable efforts, to lease the Leased Premises during the period of clean-up and remediation due to the environmental condition or clean-up work being performed, in addition to any other damages, Lessee shall be responsible for payment of lost rent or lost use to the City.

C. *Step-In Rights.* Notwithstanding Lessee's obligations under this Article 7, the City and any Governmental Authorities shall at all times have the right, should Lessee fail to comply with its obligations under Section 7.2, after reasonable advance written notice, which shall include a reasonable opportunity to cure (except where a Governmental Authority other than the City is empowered by Applicable Law to act without notice), or immediately, if necessary to prevent additional harm to the environment, to take any and all actions as they individually or collectively may reasonably deem necessary to cease, contain, investigate, remediate, or otherwise respond to a condition which results from, causes, or threatens to cause a Release of Hazardous Materials or other condition in violation of Environmental Laws at, under, or about the Leased Premises or at the Airport. Lessee agrees to cooperate with any and all such actions.

**Section 7.3** No Liability for Business Interruption. The City shall not be responsible to Lessee or any Lessee Associate for any Hazardous Materials in existence in, on, under, or migrating from the Leased Premises or at the Airport, which condition may interfere with Lessee's business or other operations or activities, or which might otherwise cause damages to Lessee through loss of business, destruction of property, or injury to Lessee, Lessee's Associates, customers, or clients, except to the extent such conditions are caused by the actions or omissions of the City.

**Section 7.4** Environmental Indemnification. In addition to any indemnification set forth elsewhere in this Agreement, Lessee hereby indemnifies and agrees to defend and hold harmless the City from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to: (i) a presence or release of Hazardous Materials caused by Lessee or any of Lessee's Associates at the Leased Premises or any Airport facility or property, or the subsurface, waters, air, or ground thereof, in excess of levels allowable by Environmental Laws or in violation of any Environmental Laws due to Lessee's or Lessee's Associate's management, control, authorization, handling, possession, or use of Hazardous Materials at the Airport; (ii) any breach by Lessee of any of its warranties, representations, or covenants in this Article 7; (iii) Lessee's violation of Environmental Laws; or (iv) Lessee's remediation or failure to remediate Hazardous Materials as required by this Agreement. Lessee's obligations hereunder will survive the termination or expiration of this Agreement, and will not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting

the Airport or any part thereof, except that, in the event that the City recovers funds from insurance carriers in connection with claims associated with (i), (ii), (iii), or (iv) above, the City may not recover the same funds from Lessee. Notwithstanding the foregoing, Lessee shall have no indemnification obligation under this Section 7.4 for any costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to any release of Hazardous Materials in, on or under the Leased Premises prior to the date of Lessee's first occupancy of the Leased Premises (which may pre-date the Effective Date), except to the extent materially exacerbated by Lessee or any of Lessee's Associates or invitees, or otherwise if Lessee's use, operation, or occupancy of the Leased Premises fails to comply with Environmental Laws.

**Section 7.5 Remedies Cumulative.** Lessee agrees that all remedies of the City as provided in this Article 7 with regard to Hazardous Materials or violations of any Environmental Laws shall be deemed cumulative in nature and the City's right to indemnification as provided under this Article 7 shall survive the termination of this Agreement.

**Section 7.6 Survival.** Notwithstanding anything to the contrary, the obligations of this Article 7 shall survive any termination or expiration of this Agreement.

## ARTICLE VIII OBLIGATIONS OF THE CITY

**Section 8.1 Delivery of Leased Premises.** Upon the Effective Date, the City shall deliver to Lessee the Leased Premises vacant and professionally cleaned, and with all systems of the Existing Facilities operational.

**Section 8.2 Access.** The City shall ensure reasonable ingress and egress at all times to and from the Leased Premises for Lessee as set forth in Section 4.3.

**Section 8.3 Snow Removal.** The City shall provide for snow removal from the industrial park access roads and License Area.

## ARTICLE IX INSURANCE AND INDEMNIFICATION

**Section 9.1 Insurance.** Throughout the Term of this Agreement, Lessee shall obtain and maintain insurance in the types and amounts required under this Section 9.1.

A. *Insurance Certificates.* Lessee shall submit certificates of insurance to the City prior to the Effective Date and annually thereafter. Lessee shall provide to the City certificates of insurance listing "City of Burlington, Burlington International Airport" as the certificate holder and containing information reasonably required by the City, including but not limited to (i) the name, address, and contact information of the authorized agent, Lessee as the insured, and the City as certificate holder; (ii) the name of the insurance company; (iii) description of policies, including coverage types and amounts; (iv) policy number(s) and period(s); (v) limits of liability; and (vi) the signature of the authorized agent.

B. *Additional Insured.* Each required insurance policy as it relates to the Leased Premises, the Improvements, and Lessee's Authorized Use thereof, shall name the City as an additional insured and loss payee, with the specific exception of professional liability workers compensation insurance.

C. *Policy Provisions.* Each of the insurance coverage required herein (i) shall be issued by a company licensed by the State of Vermont to transact the business of insurance in the State of Vermont for the applicable line of insurance, and (ii) shall be issued by an insurer with a Best Policyholders Rating of "A-/VIII" or better by the latest *Best Insurance Report* or has an analogous rating from a comparable rating service approved by the City. All insurance coverages required under this Agreement, except for workers' compensation, shall include the City and its officers, agents, and employees as additional named insured, provide thirty (30) days' prior written notice of cancellation, change, or intent not to renew the insurance, a waiver of subrogation, and list any and all exclusions. Each such policy a provision stating that the policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents, or other representatives and shall contain a clause to the effect that such policies and the coverage evidenced thereby shall be primary with respect to any policies carried by the City, and that any coverage carried by the City shall be excess insurance. In no event shall the limits of said policies be considered as limiting the liability of Lessee under this Agreement.

D. *Insurance Coverages.* Lessee's liability under this Agreement shall not be limited to the amount of insurance carried. Any changes to insurance are at the sole expense of Lessee. Types and limits of insurance required as of the Effective Date are as follows:

- (i) Commercial General Liability Insurance. Lessee shall maintain Commercial General Liability Insurance naming the City as additional insured on a primary, non-contributory basis which shall include, but need not be limited to, coverage for bodily injury and property damage (including aircraft) arising from premises and operations liability, products and completed operations liability, personal injury, and advertising liability, contractual liability, fire legal liability, blasting and explosion, collapse of structures, and underground damage liability. The Commercial General Liability Insurance shall provide at minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.
- (ii) Workers' Compensation and Employer's Liability. Lessee shall provide Workers' Compensation Coverage in accordance with the statutory limits as established by the State of Vermont and with a minimum limit for employer's liability no lower than the following: \$500,000.00 per accident (bodily injury by accident) and \$500,000.00 policy limit, and \$500,000.00 per employee (bodily injury by disease). Lessee shall require all contractors and subcontractors performing work or occupying the Leased Premises under this Agreement to obtain an insurance certificate showing proof of Workers' Compensation coverages and Lessee shall require from its general contractor(s) that all subcontractors submit certificates of such insurance to the City prior to performing work or occupying the Leased Premises.

- (iii) Employers' Liability Insurance. If Lessee has employees, Lessee shall maintain Employers' Liability Insurance with limits of at least \$500,000 per accident (bodily injury by accident), \$500,000 per employee (bodily injury by disease), and \$500,000.00 policy limit (bodily injury by disease).
- (iv) Commercial Business Automobile Liability Insurance. Lessee shall provide Commercial Business Automobile Liability Insurance, which shall include coverage for bodily injury and property damage liability arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each accident.
- (v) Commercial Umbrella Liability Insurance. Lessee shall provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability, the Commercial Business Automobile Liability[, and Employers' Liability] on a follow form basis in addition to the minimum limits set forth herein and including identical additional insured requirements as required in the primary liability policies. The minimum amount of Umbrella limits required above the coverages and minimum limits stated above shall be [\$4,000,000] per occurrence and [\$4,000,000] in the aggregate. Alternatively, if excess coverage is not available for any of the liability policies referenced above, the minimum limits of the underlying policy shall be increased by [\$4,000,000] per occurrence and [\$4,000,000] in the aggregate.
- (vi) Builder's Risk Insurance. During the construction of the Improvements, any major renovation (defined to mean with a cost in excess of \$100,000), or major reconstruction of all or any portion of the Improvements, Lessee shall provide, or cause its contractor to provide, a Builder's Risk Insurance Policy to be made payable to the City and Lessee as their interests may appear, but in all instances subject to the terms and conditions of any Leasehold Mortgage and the requirements of any mortgagee. The policy amount should be equal to 100% of the contract amount under any construction contract applicable to any such construction, renovation, or reconstruction. All deductibles shall be the sole responsibility of Lessee or the contractor, and in no event shall the amount of any deductible exceed \$250,000.00. The policy shall be endorsed substantially as follows:

“The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: (i) furniture and equipment may be delivered to the insured premises and installed in place ready for use; and (ii) partial or complete occupancy by Lessee; and (iii) performance of work in connection with construction operations insured by Lessee, by agents or sublessees or other contractors of Lessee, or by contractors of Lessee.”

(vii) Property Insurance. Upon completion of the construction, renovation, or reconstruction of the Improvements (as may be applicable), during the Term, Lessee shall provide an “all risk” Property Insurance Policy to be made payable to the City and Lessee as their interests may appear. The policy amount should be equal to 100% of the replacement value of the completed Improvements and shall include replacement cost, demolition cost, and increased cost of construction endorsements. All deductibles shall be the sole responsibility of Lessee, and in no event shall the amount of the “all risk” deductible exceed \$100,000.00. Any improvements constructed by Lessee upon the Leased Premises shall be constructed and maintained at Lessee’s risk.

E. *Maintaining Coverage; Modification*. The City may require certificates of insurance for any insurance policies entered into by Lessee, and Lessee is responsible for annually verifying and confirming in writing to the City that all sub-contractors, agents, operators, or workers meet the minimum coverage and limits plus maintain current certificates of coverage, and that all work activities related to this Agreement shall meet minimum coverage and limits, with any sub-contractors, agents, operators or workers complying with the same insurance requirements as Lessee. The City reserves the right to review the insurance coverage requirements upon Lessee’s exercise of the Option Term to ensure that the specified coverages and limits remain commercially reasonable for similar improvements and facilities, and Lessee shall modify its coverage upon commencement of the Option Term at Lessee’s sole expense upon the reasonable request of the City if the specified coverages and limits are no longer commercially reasonable for similar improvements and facilities.

F. *Application to Others*. Lessee shall require all contractors, subcontractors, agents, or workers performing work or occupying the Leased Premises to be properly licensed and to obtain insurance coverage meeting the requirements of this Section 9.1 as evidence on a certificate of insurance. Lessee shall require that all such persons submit certificates of such insurance to the City prior to performing work or occupying the Leased Premises. The insurance provisions herein shall likewise apply to any permitted sublessee or assign of Lessee. Any sublessee must comply with the provisions as set forth in this Article 9.

G. *Existing Improvements*. Lessee shall insure the Existing Facilities for no less than the replacement value of such facilities and shall make the City the payee on any such policy of insurance.

**Section 9.2** Lessee’s Indemnification and Duty to Pay Damages.

A. Lessee shall, from and after the Effective Date, defend, indemnify and hold harmless the City, its officers and employees, from and against all loss, liability, damages, claims, proceedings, costs (including costs of defense and reasonable attorneys’ and professionals’ fees incurred in defense or incurred in enforcement of this indemnity), expenses, demands, suits and causes of action (all of the foregoing collectively referred to as “Liabilities”) arising out of or in connection with the following, except to the extent such Liabilities, damage, death, or injury are caused by or arise from the willful misconduct or negligence of the City:

- (i) Damage to the Leased Premises or death or injury to any person sustained on or about the Leased Premises, or arising (directly or indirectly) out of or in connection with Lessee's possession, use, occupation, or control of the Leased Premises;
- (ii) Damage to any property or death or injury to any person anywhere occasioned, or claimed to have been occasioned, by any willful misconduct or any negligent act or omission of Lessee or Lessee's Associates; and
- (iii) Any breach or default of this Agreement by Lessee or Lessee's Associates.

B. The City shall not be liable to Lessee for any damage by or from any act or negligence of any owner, tenant, occupant, user of adjoining or contiguous property.

C. Lessee agrees to pay for all damages of Leased Premises caused by Lessee's use, misuse, or neglect thereof.

D. Lessee shall be responsible and liable for the conduct of Lessee's Associates in and around the Leased Premises.

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

F. Lessee shall reimburse the City for costs associated with violations issued by state and federal Governmental Authorities in connection with the Leased Premises and resulting from Lessee's misconduct, incompetence, or negligence as reasonably determined by the City. Such violations include, but are not limited to, letters of investigation issued by TSA.

**Section 9.3** Performance Bond and Payment Bond. During the construction of any major renovation or major reconstruction with a cost in excess of \$500,000 of all or any portion of the Improvements, Lessee shall deliver to the City, at the time of execution of a subsequent contract related to such reconstruction work, evidence of, (i) a performance bond of Lessee's contractor equal to 100% of the completed value of the work with Lessee named as a co-obligee, and (ii) a labor and materials payment bond from Lessee's contractor in the amount equal to 100% of the completed value with Lessee named as a co-obligee. This Section 9.3 shall not apply with respect to the initial construction of the Improvements.

## ARTICLE X DEFAULT AND REMEDIES

### **Section 10.1** Termination by the City.

A. *Lessee Default.* The occurrence of any of the following events shall constitute a default by Lessee ("Default") under this Agreement unless cured within the time period set forth in this subsection (A) (the "Cure Period"):

- (i) Lessee fails to timely pay any Rent, Additional Rent, or other amount due under this Agreement and such nonpayment shall continue for a period of ten (10) business days after written notice thereof from the City;
- (ii) Lessee or Lessee's Associates violate any requirement under this Agreement (including, but not limited to, violation of any Applicable Laws or Regulations or failure to maintain the Leased Premises or the Improvements located thereon), other than the violations referred to in the foregoing subsection (i), and such default shall continue for a period of thirty (30) days after written notice from the City to Lessee specifying the items in default, or in case of a default or contingency which cannot with due diligence be cured within said thirty (30) day period, Lessee fails to proceed within said thirty (30) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence (it being understood that the time of Lessee within which to cure shall be extended for such period as may be necessary to complete the same with all due diligence);
- (iii) Lessee abandons the Leased Premises for a period of sixty (60) consecutive days or more;
- (iv) Lessee assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Leased Premises (except as expressly permitted in this Agreement);
- (v) Lessee files a voluntary petition in bankruptcy or has a petition filed against Lessee in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee, which petition is not dismissed within sixty (60) days;
- (vi) Lessee petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or
- (vii) Lessee dissolves.

B. *Termination for Lessee Default.* In the event of a Default, if Lessee fails to cure such Default within the applicable Cure Period, the City may terminate this Agreement upon sixty (60) days prior written notice to Lessee.

C. *Remedies for Failure to Pay Rent.* In addition to the remedies under Section 10.1(B) and those otherwise available at law or in equity, if Lessee fails to timely pay any Rent required by this Agreement and fails to cure the same within the applicable Cure Period, the City may:

- (i) Terminate this Agreement in accordance with Section 10.1(B), resume possession of the Leased Premises, and recover immediately from Lessee the differences between the Rent and the fair rental value of the Leased Premises, together with the Improvements, for the remainder of the Term; or

- (ii) Resume possession and relet the Leased Premises and the Improvements thereon for the remainder of the Term, and recover from Lessee, at the end of the Term or at the time each payment of Rent comes due under this Agreement as the City may choose, the difference between the Rent and the rent received on the re-leasing or renting, provided that the City makes good faith efforts to mitigate Lessee's damages.

D. *Reservation of Rights.* Notwithstanding the foregoing, the City reserves all rights and remedies at law or in equity to recover for any uncured Default or other violation of this Agreement resulting in damages, loss, or harm to the City. This Section 10.1(E) shall survive expiration or termination of this Agreement for a period of two (2) years. Termination by Lessee.

Lessee may terminate this Agreement upon thirty (30) days prior written notice to the City in the event one of the following events occur:

A. *Injunction.* The issuance by any court of competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Lessee of all or any substantial part of the Leased Premises, which remains in force, unvacated, or unstayed for a period of at least sixty (60) consecutive days.

B. *City Default.* The failure of the City to perform a material obligation required of the City under this Agreement within thirty (30) days after written notice by Lessee to the City. If the nature of the City's obligation is such that more than thirty (30) days are reasonably required for performance or cure, the City shall not be in default if the City (i) provided notice to Lessee that its cure of an alleged violation is reasonably expected to take more than thirty (30) days, and (ii) it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

**Section 10.3** Survival. The provisions of this Article 10 and the remedies and rights provided herein shall survive any expiration or termination of this Agreement.

## ARTICLE XI ASSIGNMENT AND SUBLEASING

### **Section 11.1** Assignment by Lessee.

A. Lessee shall not assign any of its rights under this Agreement, including, but not limited to, rights in any Improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), and shall not delegate any performance under this Agreement, except with the prior written consent of the City, which may be granted or withheld in the City's sole discretion. As a condition of obtaining such consent, the transferee receiving any such right shall be required to execute a new lease agreement provided by the City. Regardless of the City's consent, Lessee shall not be released from any obligations for matters arising during the time when this Agreement is in effect. Any purported assignment or delegation of rights or delegation of performance in violation of this section is void. Notwithstanding anything to the contrary, the City's consent shall not be required with respect to an assignment to a direct or indirect Affiliate of Lessee so long as the ultimate parent company, currently Beta Technologies, Inc., a Delaware corporation, remains liable for the obligations of the

tenant under this Agreement. As used in this Agreement, “Affiliate” means a person or entity that Controls, is Controlled by, or is under common Control with another person or entity, and “Control” or “Controlled” means ownership of more than fifty percent (50%) of the outstanding voting stock of a corporation, or other majority equity and control interest of an entity which is not a corporation, or the possession of power to direct or cause the direction of the management and policy of such corporation or other entity, whether through the ownership of voting securities, by statute or according to the provisions of a contract.

B. Upon the termination of this Agreement, Lessee hereby assigns, transfers, and conveys to the City, without warranty and to the extent assignable by Lessee without requiring third-party consents, the following:

- (i) The right to the use of the Plans and Specifications to the extent owned by Lessee;
- (ii) Any copyright interests in the Plans and Specifications held by Lessee; and
- (iii) The right to enforce, in Lessee’s own name as a proper party, any subcontracts related to the Improvements or other maintenance or services contracts in force with respect to the Leased Premises or Improvements and any warranties arising under any of them or in connection with the performance thereof, as the case may be.

**Section 11.2** Subleasing by Lessee. Lessee shall not sublease any portion of the Leased Premises or Improvements without prior written consent of the City, which may be granted or withheld in the City’s sole but reasonable discretion. Any sublease or sublease form approved by the City must, at a minimum, be subordinate to this Agreement and provide the City with the right of attornment in the event of Lessee’s default under this Agreement or the expiration or termination of this Agreement. Any sublessee must comply with the provisions as set forth in this Article 11. Notwithstanding anything to the contrary, the City’s consent shall not be required with respect to any sublease to a direct or indirect Affiliate of Lessee.

**Section 11.3** Assignment by City. The City shall have the right, in the City’s sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to have delegate its duties), and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this Agreement in favor of such assignee.

**Section 11.4** Encumbrances. Lessee shall not encumber or permit the encumbrance of the City’s title to the Leased Premises. Lessee shall not encumber or permit the encumbrance of Lessee’s leasehold interest in the Leased Premises, the Improvements, or any of Lessee’s rights under this Agreement without the City’s prior written consent, which may be granted or withheld in the City’s sole discretion. Lessee shall not record this Agreement or any document or interest relating thereto. Any purported encumbrance of rights in violation of this Section 11.4 is void.

**ARTICLE XII  
MISCELLANEOUS PROVISIONS**

**Section 12.1** Notices. Any notices to be given pursuant to this Agreement shall be sufficient if given by a writing deposited in the United States mails, certified mail or registered mail, return receipt requested, postage prepaid, by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, by email (provided the electronic process used is reasonably secure and not easily susceptible to manipulation and that if notice is delivered by email, notice must also be delivered by one of the other methods described above unless the recipient or its counsel waives for foregoing) addressed as follows:

To the City:

City of Burlington  
Attn: Office of the City Attorney  
City Hall, 149 Church St.  
Burlington, VT 05401  
Email: [REDACTED]

To Lessee:

Beta Technologies, Inc.  
Attn: CEO & OOO  
1150 Airport Drive  
South Burlington, VT 05403  
Email: [REDACTED]

with a copy to:

Patrick Leahy Burlington International Airport  
Attn: Director of Aviation  
1200 Airport Drive  
South Burlington, VT 05403  
Email: [REDACTED]

with a copy to:

Beta Technologies, Inc.  
Attn: General Counsel  
1150 Airport Drive  
South Burlington, VT 05403  
Email: [REDACTED]

or to such other address as the addressee may designate in writing by notice to the other Party delivered in accordance with the provisions of this Section 12.1. Any such notice or other communication shall be deemed given: (i) if mailed, three days after being deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by courier, the next day after being deposited with the courier, properly addressed and with prepaid; (iii) if sent by email, when transmitted, provided that the sender does not receive an automated delivery failure or "out of office" message.

**Section 12.2** No Waiver. The waiver by the City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by the City shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Agreement, other than the failure of Lessee to pay the particular Rent so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such Rent.

**Section 12.3** Lessee's Subordination. The City represents and warrants to Lessee that there are no mortgages, trust indentures, or other security interests encumbering the Leased Premises as of the Effective Date. Lessee hereby subordinates and makes this Agreement inferior to all future mortgages, trust indentures, or other security interest of the City or the City's successor in interest. Lessee shall execute and deliver any documents required to evidence and perfect such subordination, provided that the holders or beneficiaries under such mortgages, trust indentures, or other security interests provide, for the benefit of Lessee, a non-disturbance agreement in a commercially reasonable form.

**Section 12.4** Relocation. In the event that proper, planned, and orderly development of the Airport shall require that the City devote any part of the Leased Premises to a different use than that contemplated by this Agreement, or in the case of an emergency, the City shall have the right—upon sixty (60) days' advance written notice to Lessee and without cost or expense to Lessee—to relocate all or part of the Leased Premises. Said relocated premises shall be of no less area, as conveniently located as is reasonable considering all demands for space at the Airport, and shall be replacement premises of the same or substantially similar quality as those premises vacated. All terms and conditions of this Agreement, except the description of the Leased Premises, shall apply to said relocated premises.

**Section 12.5** Subordination to Grant Assurances. This Agreement shall be subject and subordinate to the provisions of any existing or future agreements between the City and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the City of federal funds for the development of the Airport ("Grant Assurances"). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the City has the right to amend, alter or otherwise modify the terms of this Agreement in order to resolve such conflict or violation.

**Section 12.6** Non-Interference With Operation of the Airport. Lessee expressly agrees for itself, its successors and assigns, and all other Lessee's Associates that Lessee shall not conduct operations in or on the Leased Premises in a manner that (i) interferes or might interfere with Airport operations or the reasonable use by others of other leased spaces or common facilities at the Airport, (ii) hinders or might hinder police, fire fighting, or other emergency personnel in the discharge of their duties, (iii) would or would be likely to constitute a hazardous condition at the Airport, (iv) would or would be likely to increase the premiums for insurance policies maintained by the City unless such operations are not otherwise prohibited hereunder and Lessee pays the increase in insurance premiums occasioned by such operations, (v) is contrary to any applicable Grant Assurance; (vi) would contradict or violate any Applicable Laws or Regulations, directive, or similar restriction issued by any Governmental Authority having jurisdiction over the Airport, including the City, FAA, Homeland Security, TSA, and Customs and Border Patrol, or (vii) would involve any illegal purposes, (viii) directly or indirectly interferes with the operation by the City or the FAA of air navigational, communication, or flight equipment on the Airport. In the event this covenant is breached, the City reserves the right, after prior written notice to Lessee, to enter upon the Leased Premises and cause the abatement of such interference at

the expense of Lessee. The City shall have the right to take any action it considers necessary to protect aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting or causing to be erected any building or other structure which, in the sole opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft. In the event of a breach in Airport security caused by Lessee, resulting in fine or penalty to the City of which Lessee has received prior written notice, such fine or penalty will be charged to Lessee.

**Section 12.7** Emergency Closures. During time of war or national emergency, the City shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities, and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with provisions of the agreement with the United States Government, will be suspended. Lessee must comply with all local, state, federal orders, directives, regulations, guidance, advisories during public emergencies. Public emergencies include, but are not limited to, national, state and local security emergencies; public health emergencies and pandemics; evacuations; chemical spills; shelter-in-place alerts; severe weather advisories; boil water advisories; and roadway interruptions. Lessee's failure to comply with any local, state, federal orders, directives, regulations, guidance, or advisories during a public emergency shall constitute a breach of this Agreement. The City shall have sole discretion in determining if Lessee is compliant with the above. If a public emergency is declared, the City will not be responsible for any expenses or losses incurred as a result of any public emergency.

**Section 12.8** Interpretation.

A. References in the text of this Agreement to articles, sections or exhibits pertain to articles, sections or exhibits of this Agreement, unless otherwise specified.

B. The terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this Agreement refer to this Agreement. The term "including" shall not be construed in a limiting nature, but shall be construed to mean "including, without limitation."

C. Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.

D. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

E. Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.

**Section 12.9** Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Lessee from the prompt payment of Rent or any other amounts required to be paid under this Agreement. If the City (or Lessee in connection with

obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a Force Majeure Event, such performance shall be excused to the extent so delayed or hindered during the time when such Force Majeure Event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the Party so delayed or hindered. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such Force Majeure Event. Lessee hereby releases the City from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee or Lessee's Associates during the Term, including, but not limited to, loss, damage or injury to the aircraft or other personal property of Lessee that may be located or stored in the Leased Premises due to a Force Majeure Event.

**Section 12.10 City's Limitation of Liability.** The City shall not be liable to Lessee or Lessee's Associates for any damages or loss caused to them or their property by any of the following: water, rain, wind, snow ice, sleet, hail, fire, storms, earthquake, volcanic eruption, or any other weather event or condition outside of the City's control; any Airport tenant, user, operator, or any other third party; or by breakage, stoppage, or leakage of utilities on or adjacent to the Leased Premises. In the event of damage or destruction to the Leased Premises, the City is under no obligation to provide substitute space or property to Lessee.

**Section 12.11 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction's principles of conflict of laws. The Parties consent to and submit to in personam jurisdiction and venue in the State of Vermont, County of Chittenden, and in the U.S. District Court for the District of Vermont. The Parties assert that they have purposefully availed themselves of the benefits of the laws of the State of Vermont and waive any objection to in personam jurisdiction on the grounds of minimum contacts, waive any objection to venue, and waive any plea of forum non conveniens. This consent to and submission to jurisdiction is with regard to any action related to this Agreement, regardless of whether the Parties' actions took place in the State of Vermont or elsewhere in the United States.

**Section 12.12 Amendments and Waivers.** No amendment to this Agreement shall be binding on the City or Lessee unless reduced to writing and signed by both Parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the Party against whom the waiver is sought to be enforced.

**Section 12.13 Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any Party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

**Section 12.14 Merger.** This Agreement constitutes the final, complete, and exclusive agreement between the Parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither Party has relied on any statement, representation, warranty, nor agreement of the other Party except for those expressly contained in this Agreement.

**Section 12.15 Relationship of Parties.** This Agreement does not create any partnership, joint venture, employment, or agency relationship between the Parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

**Section 12.16 Further Assurances.** Each Party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

**Section 12.17 Governmental Immunity and Limitations on Liability.** Lessee is hereby advised that any claims made by Lessee against the City, its officers, directors, employees, contractors, or volunteers shall be subject to the limitations set forth 12 V.S.A. § 5601, as the same may be amended from time to time. Nothing in this Agreement shall be construed to waive or limit any governmental or sovereign immunity the City may have, from any claim whatsoever, under statute or judicial precedent.

**Section 12.18 Notice of Lease.** The Parties will at any time, at the request of either one, promptly execute multiple originals of an instrument, in recordable form which will constitute a notice of lease, setting forth the information required by 27 V.S.A. § 341(c). The City shall, upon request of Lessee, promptly execute and deliver to Lessee any transfer tax returns, affidavits or other documents which shall be required by any recording office as a condition of recording such memorandum or notice of this Agreement. Lessee shall be responsible for all recording fees and other recording costs, including recording taxes, related to the recording of the memorandum or notice of this Agreement.

**Section 12.19 No Discrimination.** In addition to the federal clauses in Section 12.20, Lessee, for itself, its representatives, successors, and assigns, does hereby covenant and agree that no person on the grounds of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, genetic information or other protected classification shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Lessee's facilities pursuant to its operations hereunder. Lessee shall comply with all the requirements of Title 21, V.S.A., Chapter 5, Subchapter 6 and 7, relating to fair employment practices, to the extent applicable. All subcontracts permitted hereunder shall include reference to the above.

**Section 12.20 Required Federal Clauses.** Lessee shall comply, and shall cause Lessee's Associates to comply, with all Laws and Regulations, including all of the required federal clauses in this Section 12.20.

A. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees as follows:

- (i) **Compliance with Regulations:** Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
- (ii) **Non-discrimination:** Lessee, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (iii) **Information and Reports:** Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to the City or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (iv) **Sanctions for Noncompliance:** In the event of Lessee's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such sanctions as it or the FAA may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Agreement, in whole or in part.
- (v) **Incorporation of Provisions:** Lessee will include the provisions of paragraphs (i) through (iv) of this Section 12.20(A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Lessee will take action with respect to any contract or procurement as the City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, Lessee may request the City to enter into any litigation to protect the interests of the City. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

B. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

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

D. During the performance of this Agreement, Lessee agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- (ii) 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- (iii) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (iv) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (v) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (vi) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- (vii) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (viii) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- (ix) The FAA’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (x) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (xi) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- (xii) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. In all its activities within the scope of its airport program, Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Lessee transfers its obligation to another, the transferee is obligated in the same manner as Lessee. The above provision obligates Lessee for the period during which the property is owned, used or possessed by Lessee and the airport remains obligated to the FAA.

F. In the event of breach of any of the above Nondiscrimination covenants, the City will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. This Agreement incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Lessee has full responsibility to monitor compliance to the referenced statute or regulation. Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

H. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Lessee retains full responsibility to monitor its compliance and any sublessee's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

I. Lessee agrees that it shall insert the above eight provisions (Section 12.20(A) through (H)) in any agreement by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Leased Premises herein leased or owned.

J. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises.

**Section 12.21 Condemnation.**

A. In the event of a condemnation or a taking by the use of eminent domain of all or any part of the Leased Premises, all proceeds of such condemnation or taking shall be apportioned to Lessee and the City as follows:

- (i) The amount awarded for the taking of the Leased Premises shall belong to the City.
- (ii) Lessee shall have the right to recover such compensation as may be awarded on account of the value of the Improvements owned and/or made by Lessee for the remainder of the Term, for moving and relocating expenses, for the value of its property interest and business conducted on the Leased Premises including but not limited to the loss, if any, sustained by Lessee as a result of the termination of this Agreement for loss of business, fixtures, goodwill, moving expenses and attorneys' fees and costs, and for any other damages sustained by Lessee as a result of such condemnation, provided that Lessee may not pursue the City for any such costs unless the City is the entity condemning or taking the Improvements.

B. If the condemnation or taking by eminent domain is such that Lessee cannot reasonably conduct its business, then at Lessee's option, the Agreement may be terminated upon sixty (60) days prior written notice to the City. In the event of a partial condemnation of the Leased Premises, this Agreement shall not be terminated, provided there should be an equitable reduction in the amount of Rent payable under this Agreement.

**Section 12.22 Public Records Act.** Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of the City. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the Vermont Public Records Act. It is not sufficient to merely state generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages, or sections that are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

**Section 12.23 Livable Wage Ordinance.** Lessee shall comply with all applicable requirements of the City's Livable Wage Ordinance, B.C.O. 21-80 et seq ("LWO"), in connection with this Agreement. Among other things, Lessee shall pay all "covered employees" as defined in the LWO (including the covered employees of contractors and subcontractors) a livable wage, as determined or adjusted annually by the City, and shall provide paid time off during the entirety of the Term pursuant to the requirements of the LWO, to the extent such requirements are applicable to Lessee's activities.

**Section 12.24 Outsourcing Ordinance.** Lessee shall comply with, and cause its officers, directors, employees, contractors, subcontractors, permitted sublessees, and other representatives to comply with, the City of Burlington's Outsourcing Ordinance, B.C.O. §§ 21-90 – 21-93, in carrying out its rights and obligations under this Agreement.

**Section 12.25 Union Deterrence Ordinance.** Lessee shall comply with, and cause its officers, directors, employees, contractors, subcontractors, permitted sublessees, and other representatives to comply with, the City of Burlington's Union Deterrence Ordinance, B.C.O. §§ 21-100 et seq., in carrying out its rights and obligations under this Agreement.

**Section 12.26 Casualty.** In the event of a casualty to the Existing Facilities or Improvements on the Leased Premises, the City shall promptly rebuild or repair the Leased Premises. All proceeds of the insurance policy of the City covering the casualty shall be applied first to the repair and restoration of the Existing Facilities and the Property, and any insurance proceeds in excess of the amounts required to repair and/or restore the Existing Facilities and the Property shall be apportioned freely to the City. All proceeds of the insurance policy of the Lessee covering the casualty to the Improvements shall be applied first to the repair and restoration of the Improvements, and any insurance proceeds in excess of the amounts required to repair and/or restore the Improvements shall be apportioned freely to Lessee. If the casualty is such that Lessee cannot reasonably conduct its business, then at Lessee's option, the Agreement may be terminated upon sixty (60) days prior written

notice to the City. In the event of a partial casualty of the Leased Premises, this Agreement shall not be terminated, provided there should be an equitable reduction in the amount of Rent payable under this Agreement. Lessee shall not be required to rebuild or repair any Improvements located on the Leased Premises but may do so at its option.

**Section 12.27 Cooperation.** The Parties shall make their designated representative available to meet within a reasonable time to discuss issues relating to the Agreement or the Leased Premises.

**Section 12.28 No Third-Party Beneficiaries.** This Agreement is made for the sole and exclusive benefit of the City and Lessee, and is not made for the benefit of any third party.

**Section 12.29 Authority.** The persons signing this Agreement hereby warrant that they have full authority to sign this Agreement on behalf of the respective Parties.

**Section 12.30 Entire Agreement.** This Agreement constitutes the entire agreement of the parties regarding the matters described herein, and any representations or understandings not included herein shall have no effect.

**Section 12.31 Commissions and Fees.** The Parties warrant and represent to each other that they have no knowledge of any real estate broker or agent to whom a commission may be payable as a result of this transaction or any such knowledge of any finder's fees or commissions related thereto, except Donahue & Associates (the "Broker"). The City shall be solely responsible for paying the Broker any and all real estate commissions and/or fees associated with this Agreement. The Parties shall indemnify and hold harmless the other for all claims or demands of any other real estate agent or broker claiming by, through, or under such party, which indemnification shall also include payment of costs and attorneys' fees incurred by a party in defense of a claim for such real estate commissions or fees.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties, as evinced by the signatures of their duly authorized agents, do hereby execute this Agreement as of the Effective Date.

**CITY OF BURLINGTON,**  
a municipal corporation of the State of Vermont

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF VERMONT                    )  
  ) ss.  
COUNTY OF CHITTENDEN            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ and Authorized Agent of City of Burlington.

\_\_\_\_\_  
Notary Public  
My commission number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties, as evinced by the signatures of their duly authorized agents, do hereby execute this Agreement as of the Effective Date.

**LESSEE**  
BETA TECHNOLOGIES, INC.  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF VERMONT                    )  
  ) ss.  
COUNTY OF CHITTENDEN         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ and Authorized Agent of Beta Technologies, Inc.

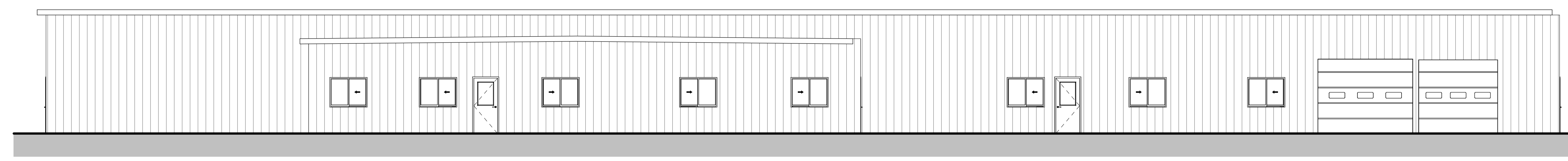
\_\_\_\_\_  
Notary Public

My commission number: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

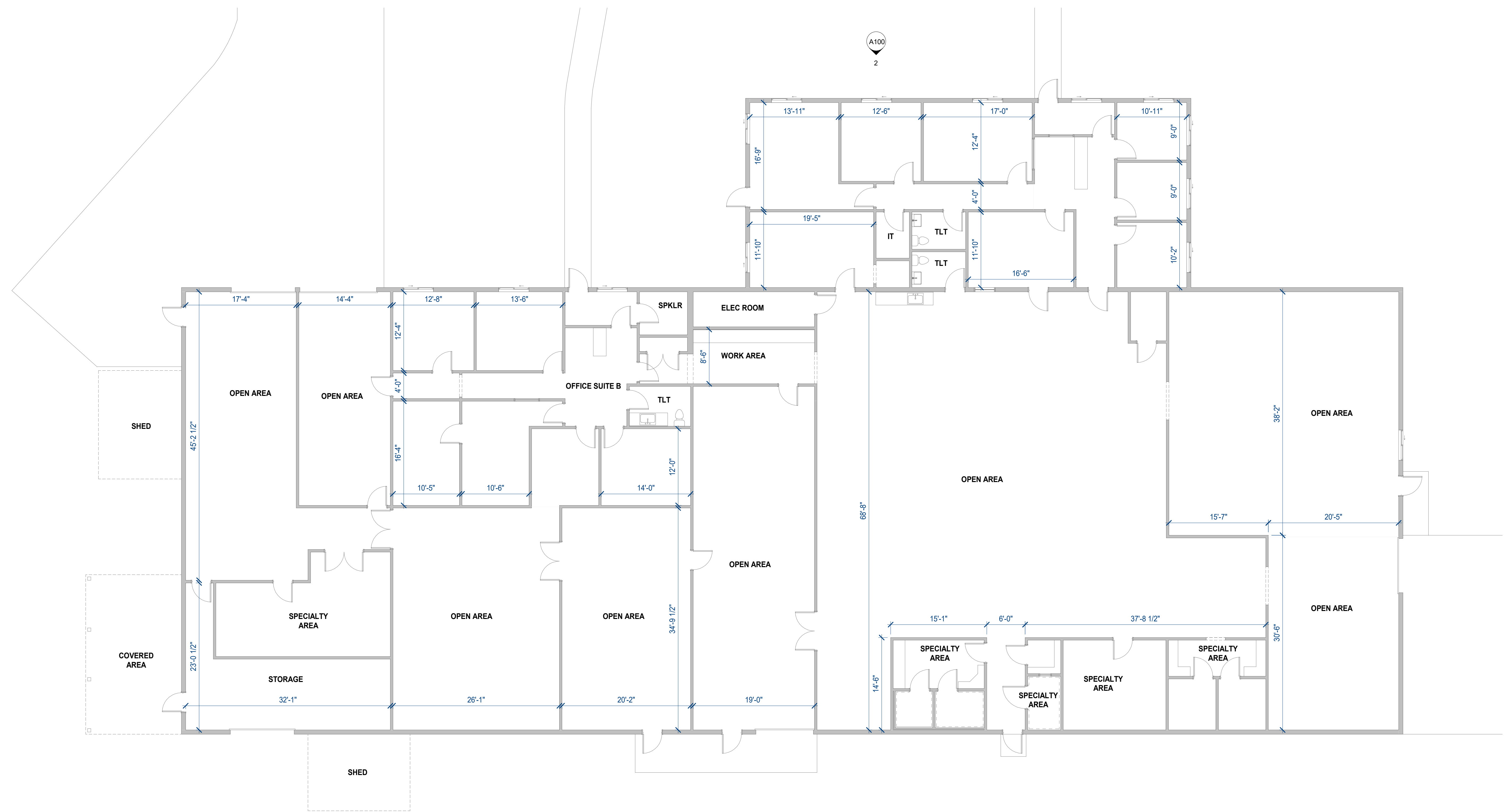
**EXHIBIT A**

Leased Premises and License Area

Exhibit A  
Leased Premises



**2** EXISTING ENTRY ELEVATION  
 A100 SCALE: 1/8" = 1'-0"



**1** EXISTING LEVEL 1 PLAN  
 A100 SCALE: 1/8" = 1'-0"

The purpose of this drawing is for general overall dimensions of the existing space. The drawing is not intended for construction purposes, and other than being to scale, it does not identify all existing conditions and metrics. The site has not been surveyed and accordingly site elements are diagrammatic for general reference only. Measurements to satisfy BOMA calculation requirements could be provided through supplemental services.

- GENERAL NOTES:**
1. ALL BUILDING DIMENSIONS ARE APPROXIMATE, BASED ON HAND MEASURING IN FIELD. THE CURRENT TENANT FURNITURE AND EQUIPMENT IS WITHIN THE SPACE MAKING IT DIFFICULT TO DIMENSION AND CONFIRM ALL EXISTING CONDITIONS.
  2. FOR DIAGRAMMATIC PURPOSE ONLY. DRAWINGS ARE NOT FOR CONSTRUCTION.

**25 CUSTOMS DRIVE**



**25 Customs Drive**  
 PATRICK LEAHY BURLINGTON  
 INTERNATIONAL AIRPORT

SOUTH BURLINGTON, VT

FFI PROJECT NO: **2501**

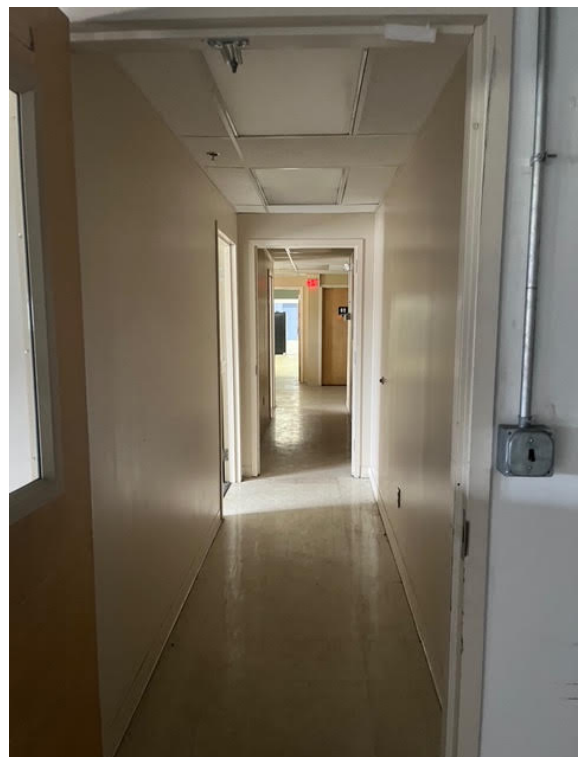
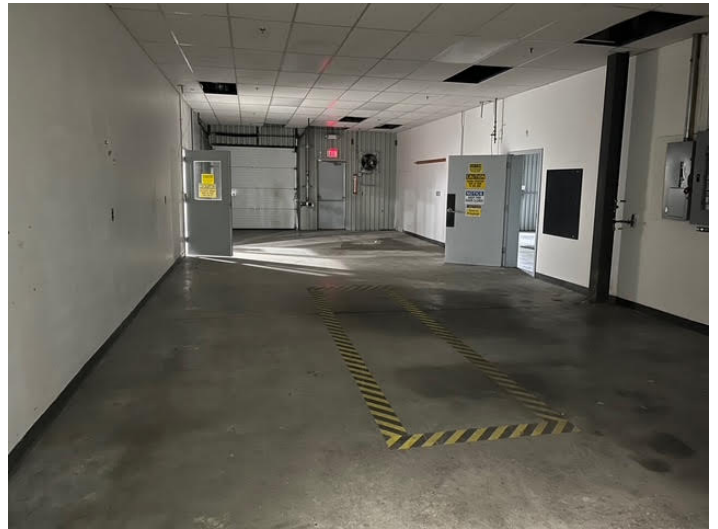
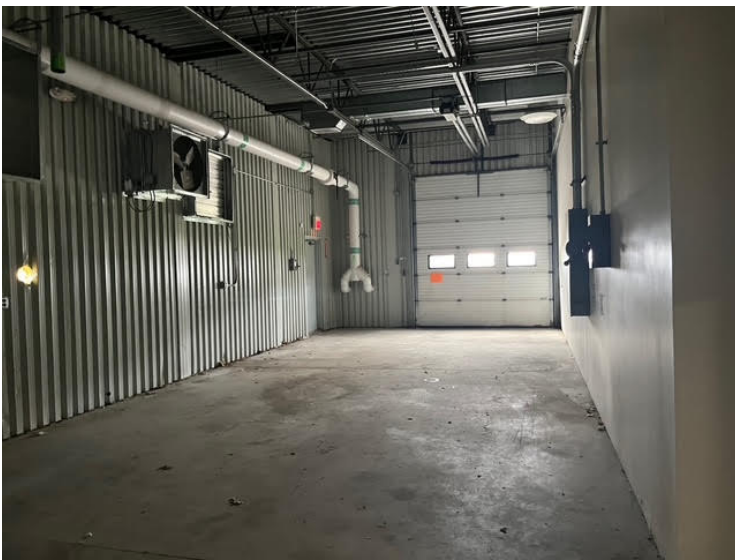
DATE: 03/07/2025	SCALE: 1/8" = 1'-0"
DRAWN BY: JG	CHECKED BY: AH

**EXISTING PLAN & ENTRY ELEVATION**

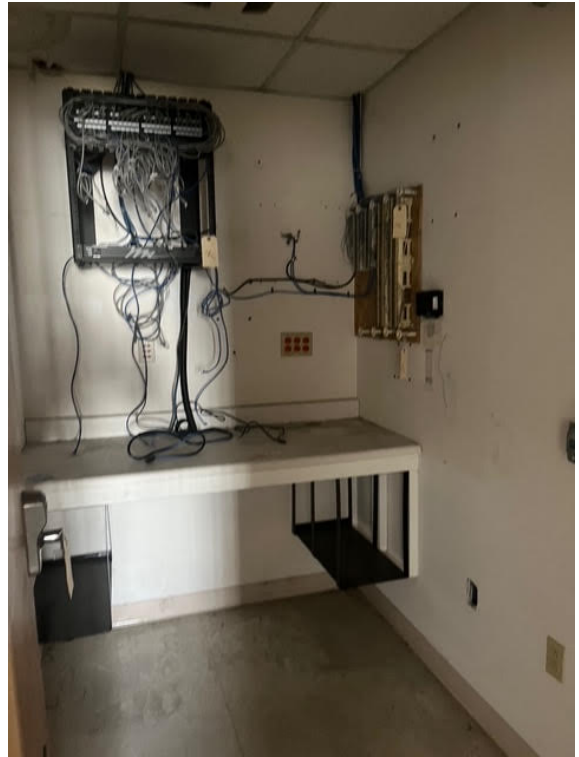
SHEET NO: **A100**

**EXHIBIT B**

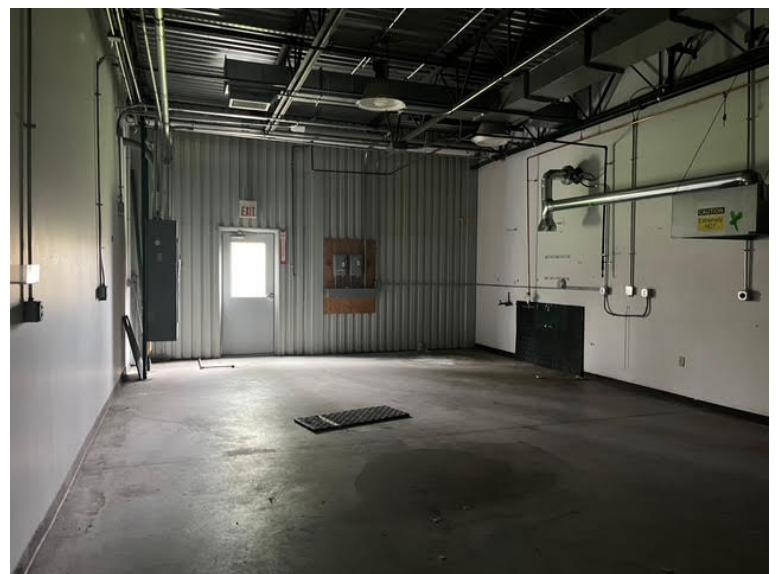
Leased Premises Existing Conditions as of May 5, 2025











**EXHIBIT C**

Turnover Responsibilities

25 Customs Drive  
Turnover Responsibilities

May 5, 2025

City Responsibilities

- Remove equipment/tooling left by previous Tenant (Complete)
- Perform a preventive maintenance on the RTUs and the hot water heaters. Share reports with BETA.
- Ensure the fire sprinkler systems is inspected and compliant.
- Inspect the fire sprinkler backflow preventor.
- Final clean of space that was not completed by the prior tenant. Final clean to include duct cleaning.
- Repair exterior doors that do not operator correctly. South West door is the only opening that remains to be fixed.
- Replace transformer in main electric room that was not functioning properly for base building lighting.
- Add backflow preventor per Champlain Water District to be code compliant.





## COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401  
(802) 865-7144 • (802) 865-7024 (FAX)  
[www.burlingtonvt.gov/cedo](http://www.burlingtonvt.gov/cedo)

To: Board of Finance and City Council

From: Brian Pine, incumbent Director Community & Economic Development Office (CEDO)  
Tim Clancy, HR Manager

CC: Kara Alnasrawi, incoming CEDO Director

Date: June 16, 2025

Re: Re-classification of the Housing Program Specialist in CEDO

---

### **Executive Summary:**

The Community & Economic Development Office (CEDO) is requesting the re-classification of the Housing Program Specialist position from a grade 17 to 18.

### **Background:**

With internal restructuring and the recent loss of capacity within CEDO the Housing Program Specialist is now tasked with administration and oversight of the City of Burlington's Permanent Supportive Housing grant(s) funded by the US Department of Housing & Urban Development (HUD). For more than ten years the permanent supportive housing (PSH) grants have provided rental assistance for up to 41 households who were experiencing homelessness ensuring they have an integrated, permanent home with supportive services in the community.

Chittenden County Homeless Alliance is a coalition of individuals, organizations, and government entities that support a vision of a safe, decent, affordable, stable home for every person and family in Chittenden County. On behalf of CCHA the City of Burlington annually submits a collaborative application to HUD's Continuum of Care funding competition. The PSH grant is one of several applications included in this collaborative application; these HUD funds are prioritized to persons in the community who are unhoused and experiencing the greatest vulnerabilities through the Coordinated Entry program.

This reclassification is necessary as this union non-exempt position is engaging in responsibilities that require additional skills and knowledge, were not a part of their original job description, and were a part

of a grievance filed by the AFSCME union. Specific new skills and tasks include: budgeting and financial monitoring, completing grant applications, periodic and annual reporting, tracking program participants, monitoring funding partners, leading grant compliance meetings, and acting as liaison and point-of-contact for stakeholders. The AFSCME union grievance will be resolved when the reclassification is formally approved and compensation is backdated to the 4/3/25 start date for taking on the additional responsibilities.

The updated job description was reviewed by the HR grading committee, and they recommended reclassification to pay grade 18 for the position.

There is an existing \$5,000 annual administrative fee that is derived from these grants, and CEDO staff are working with HUD to expand this funding amount. Time expended in administering this grant is also an allowed expense under the Housing Trust Fund as it extends housing opportunities and access to households in the City with very low or non-existent income.

These additional responsibilities were transferred to the Housing Program Specialist April 3, 2025

**Financial Impact:**

<b>Position</b>	<b>Current Grade/Step</b>	<b>Current Rate</b>	<b>Proposed Grade/Step</b>	<b>FY25 New Rate</b>
<b>Housing Program Specialist</b>	17/3	\$32.7568/hr	18/3	\$35.0363/hr

Motions:

Board of Finance Motion

To approve and recommend that the City Council approve and authorize the reclassification of the Housing Programs Specialist, a regular, full-time, non-exempt, AFSCME, Grade 17 position to a regular, full-time, non-exempt, AFSCME, Grade 18 position in the Community & Economic Development Office.

City Council Motion

To approve and authorize the reclassification of the Housing Programs Specialist, a regular, full-time, non-exempt, AFSCME, Grade 17 position to a regular, full-time, non-exempt, AFSCME, Grade 18 position in the Community & Economic Development Office.





**POLICE DEPARTMENT  
CITY OF BURLINGTON**

MEMORANDUM

To: Board of Finance  
From: Shawn P. Burke, Interim Chief of Police  
Date: June 16<sup>th</sup>, 2025  
Re: Creation of Limited Service Interim Deputy Chief of Operations Position

EXECUTIVE SUMMARY

I am pleased to bring forward for your consideration the creation of a Limited Service Interim Deputy Chief of Operations position to be filled by Jon Young who formerly served with BPD. Jon Young was identified in the search process and will assume the role of Deputy Chief of Operations on June 30<sup>th</sup>, 2025, contingent upon approval by the Board of Finance.

BACKGROUND and ROLE

The Deputy Chief of Operations position has been vacant since the fall of 2024 when Wade Labrecque retired. The former administration launched a national search for the position after concluding that there were no viable internal candidates.

This process led to the City offering Jon Young the role of Interim Deputy Chief of Operations and his acceptance of that offer for a term of three years beginning June 30<sup>th</sup>. This offer is strategic in terms of bringing immediate stability to the Command Team, providing leadership to the Uniform Service Bureau, and creating the opportunity for intentional staff development to assume command level positions in the future.

QUALIFICATIONS

Jon Young served with the BPD for 20 years and held the rank of Lieutenant upon his retirement in 2021. Young has maintained his Vermont Criminal Justice Council certification as a police officer and can immediately assume the critical duties of the Deputy Chief of Operations. Young's candidacy was compelling beyond his experience and certification. Young has spent the last four years in a leadership role in the private sector and misses policing, specifically policing in Burlington. Young has strong connections to both the community and staff and will be an instrumental member of the transitional leadership team the BPD will need over the next three years.

SALARY and FINANCIAL IMPACT

The Interim Deputy Chief of Operations position is classified as a non-union, exempt role. The City has offered Jon Young, subject to Board of Finance approval, an annual salary of \$135,775.75 which is step 2 of the Deputy Chief pay scale based on Jon's experience (see attached resume). The position is also



**POLICE DEPARTMENT  
CITY OF BURLINGTON**

eligible for the City's benefit package. However, as with all other limited-service positions, Young will not be eligible for participation in the City's pension system.

The position is currently fully funded, and this limited service opportunity is slightly favorable in terms of impact on the FY 26 budget. The permanent Deputy Chief of Operations position will be intentionally held vacant and unfunded during Young's tenure. The department will use this time to develop internal candidates as part of the rebuilding process – BPD has historically produced strong leaders from within, and this transitional team is committed to carrying this proud tradition forward.

**MOTIONS**

Board of Finance Motion:

To approve the creation of an Interim Deputy Chief of Operations, a Limited Service, Non-union, Full-time, Exempt position in the Police Department, with a paygrade on the PUPS scale at the Deputy Chief grade.

## City of Burlington Job Description

Position Title: **Interim Deputy Chief, Operations**

Department: **Police Department**

Reports to: **Police Chief**

Pay Grade: **PUPS DC**

Job Code: **1002**

Exempt/Non-Exempt: **Exempt**

Union: **N/A**

Remote Work Rating: **Tier 2**

Status: **Full Time Limited Service**

**General Purpose:** The position of Deputy Chief is second in the chain of command for the Burlington Police Department (BPD), reporting directly to the Chief of Police. There are two deputy chief positions. The **Deputy Chief, Operations**, manages the daily operations and activities of the Uniform Services Bureau, including patrol, the airport, and the Community Service Officers. The Deputy Chief, Administration, manages the Administrative Services Bureau and the Detective Services Bureau. The three bureaus overseen by the Deputy Chiefs are the agency's largest organizational components. (Additionally, the agency contains a business management component, and a social services component called CAIP, or Crisis Advocacy Intervention Programs. These are overseen by the Executive Manager and the Assistant Director, CAIP, respectively. The Deputy Chiefs, the Executive Manager, and the Assistant Director comprise the agency's executive staff, which works closely and collaboratively together, and reports to the Chief of Police.)

**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 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 the Chief of Police in formulating and reviewing plans and policies regarding public safety needs, and executing said plans and policies.
- Act as an ambassador of the BPD's vision, mission, and values.
- Participate in strategic planning and budgeting.
- Review the overall performance of the BPD, maintain disciplinary procedures and standards, and assist with preparing and adhering to the annual budget.
- Represent the BPD at regional, national, and international law-enforcement meetings.
- Meet with community stakeholders, members of local government, and peers at other City departments as needed, collaborating to help achieve the BPD's public safety vision, mission, and goals.

- Attend meetings of the independent Burlington Police Commission and other City committees, representing the BPD's mission and goals.
- Communicate effectively in presenting information to the public using a variety of media.
- Participate in labor relations and negotiation processes with City Unions representing police department employees.
- Assume the duties of the Chief of Police in their absence.
- Schedule shift assignments for both sworn and non-sworn personnel in the deputy chief's respective bureau(s).
- Transmit orders from the Chief of Police to subordinate supervisors and non-supervisory employees to ensure uniform interpretation of those orders and compliance.
- Issue memoranda and written guidance on operational issues as needed.
- Under the guidance of the City Attorney's office, represent the BPD for various litigation.
- Effectively implement a variety of managerial principles, including but not limited to leadership, oversight, mentoring, coaching, and supervision to ensure the BPD's mission and proper staff development.
- Develop employees and provide periodic evaluations to subordinates.
- Review and approve or reject all new hires prior to finalization by the Chief of Police.
- Perform periodic police service functions, such as patrol or investigative functions, in order to remain aware of the work done by subordinates and line officers, including enforcing criminal law violations, motor vehicle statutes, and City ordinances, and effecting arrests when necessary.
- When required, act as the Officer in Charge (OIC) of a shift.
- Carry out administrative practices to ensure proper police operation.
- Encourage and emphasize community-based policing, including compassionate service, the use of alternative justice when applicable, and the practices of Burlington's Community justice Center (CJC) and other alternatives to the traditional criminal justice system.
- Carry out the essential functions of a Level III Police Officer as defined by Vermont law and ensure that sworn employees in the deputy chief's respective bureau do the same.
- Delegate or assign work activities to subordinate sworn and civilian employees.
- Adhere to the BPD's Code of Ethics, Rules, and Directives, acting in a manner, on duty and off, that remains unsullied and does not bring discredit to one's self, the BPD, or the City of Burlington.
- Ensure subordinates understand and adhere to the BPD's Code of Ethics, Rules, and Department Directives.
- Support, attend, and/or help plan ceremonial events such as swearing-in ceremonies, promotions, police academy graduations, and the annual awards ceremony.
- Foster and ensure a harmonious and professional work environment.

### **Deputy Chief, Operations Specific**

- Oversee the Uniform Services Bureau (USB), including daily operational activities in the areas of patrol, airport security, and community services. (Patrol services include Animal Control, K-9 Handlers, School Resource Officers, the Domestic Violence Victim's Advocate, and all patrol-related police functions, including vehicle patrol, motorcycle patrol, and foot patrol.)
- Oversee police presence and security at major city events such as New Year's Eve, the Vermont City Marathon, the Third of July celebrations, and the Church Street Tree Lighting Ceremony.
- Directly supervise the patrol lieutenants, the Uniform Services Bureau Support & Administrative Coordinator, and the airport supervisor.
- Evaluate, guide, mentor, and develop all USB supervisors (community service manager, sergeants, and lieutenants).
- Oversee the Community Service Officer (CSO) program, made up of unarmed, non-sworn employees addressing animal issues, non-injury crashes, quality-of-life calls for service, and other incidents that do not automatically require sworn police.
- Ensure USB is collaborating and coordinating with CAIP.
- Oversee the BPD's wellness efforts in conjunction with the City's human resources department.
- Liaise with community stakeholders such as but not limited to the Burlington CJC, Fletcher Free Library, the faith community, the Burlington School District, the King Street Center, the Boys & Girls Club, the Vermont Department for Children and Families, the PRIDE Center, Howard Center, Spectrum, the University of Vermont Medical Center, AALV, etc.
- Liaise with the University of Vermont and the University of Vermont Police Department relative to noise complaints, on-campus crimes, commencement exercises, etc.
- Attend and support the Community BBQ, Creemee with a COP, Trunk or Treat, Parent University, etc.
- Monitor the use-of-force review process and prepare the monthly Use-of-Force Report for public release.
- Ensure Department Directives relative to USB are current, and are followed, and recommend changes or updates as needed.
- Perform Administrative Reviews or Internal Investigations as required.
- Periodically attend roll calls for all shifts.
- Approve permits for protests, parades, and special events.

**Non-Essential Job Functions:**

- Performs other duties as required.

**Qualifications/Basic Job Requirements:**

- Ability to actively support City diversity, equality, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Bachelor's degree or higher is preferred. Commensurate experience, including military experience, may be considered.
- Minimum of ten (10) years of police experience and a minimum of three (3) years in a supervisory police role.
- Demonstrated knowledge of and proficiency in management principles.
- Must possess, or be able to obtain within one month, a valid Vermont Driver's License and maintain said license.
- Must possess, or be able to obtain within one year, a Vermont Police Academy Law Enforcement Certification as a Level III officer. Out-of-state candidates must be current law-enforcement officers or have been separated from a certified law-enforcement role for no more than three (3) years.
- Thorough knowledge of the principles and practices of police administration, and approved police methods and procedures.
- Knowledge of City, State, and Federal laws and regulations affecting police work.
- Knowledge of the major functional areas of municipal government, with demonstrated knowledge of the City of Burlington preferred, or the ability to achieve such knowledge.
- Knowledge of budgetary procedures and fiscal accountability.
- Ability to establish and maintain effective working relationships with City officials, subordinates, the general public, and other law-enforcement officials.
- Ability to interpret research data for BPD planning projects.
- Ability to communicate clearly, both orally and in writing.
- Demonstrated ability to represent the City of Burlington and the BPD effectively and professionally in all written and verbal interactions with many stakeholders, including BPD personnel, City personnel, the media, elected officials, and community members.
- Ability to remain calm, prioritize work, and problem solve while addressing competing objectives and deadlines in a fast-paced, high-pressure, high-stakes environment.
- Strong interpersonal skills, including the ability to work closely and collaboratively with colleagues and subordinates in the BPD.
- Must be able to meet Criminal Justice Information Services (CJIS) standards established by the Federal Bureau of Investigation (FBI) within six (6) months of hire date, and be able to obtain and maintain Vermont Criminal Information Center (VCIC) and National Crime Information Center (NCIC) certification.

- Must successfully pass an oral board interview and full background check conducted by the BPD.
- Ability to work with a diverse population with a strong commitment to equity and inclusion, among City staff and the general public.

**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.

	<b>Task/Skill/ Ability</b>	<b>Frequency</b>	<b>Task/Skill/ Ability</b>	<b>Frequency</b>
X	Seeing	Constant	Ability to lift and Carry, push or pull	
X	Color perception (red, green, amber)	Constant	10 - 25lbs	Constant
X	Hearing/listening	Constant	25 - 50lbs	Frequent
X	Clear speech	Constant	50 - 75lbs	Occasional
X	Touch/ Dexterity -	Constant	75+ lbs	Occasional
X	Hand		Analysis/ Comprehension	Constant
X	Finger		Judgment/ decision making	Constant
X	Reading -		Utilization of pressurized equipment	
	Simple		Moving objects	
	Basic		high places	
X	Complex	Frequent	fumes/odors	
X	Writing -		hazardous materials	
	Simple		dirt/dust	
	Basic			
X	Complex	Frequent		
	Mathematics			
	Simple			
	Basic			
X	Complex	Frequent		
X	Walk or move over distances under own power			
X	within offices/ building or even terrain)	Constant		
X	outdoors or uneven terrain	Frequent		

X	Work alone, or under minimal supervision	Frequent		
X	Work directly and indirectly with others	Frequent		
X	Verbal contact with others	Constant		
X	Face-to-face contact	Frequent		
X	Work outdoors in -	Frequent		
X	extreme heat			
X	extreme cold			
X	other adverse weather conditions			

Never	Occasional	Frequent	Constant
0%	1-33%	34-66%	67-100%
0%	equal or less than 2.6 hours	2.7 -5.2 hours	equal or greater than 5.3 Hours
<b>* all times and %s are based on a the assumption of an 8 hour shift schedule</b>			

**Supervision:**

Directly Supervises: 15+

Indirectly Supervises: 75+

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

Updated 06/09/2025.

# Jonathan C. Young

28 Sidesaddle Drive  
Milton, VT. 05468

802.578.0164  
jcy103@gmail.com

**Highly organized and outcomes-focused leader with 16+ years of experience coaching and mentoring teams of 3 to 47 employees. Proven record of spearheading progressive and leading-edge projects to increase operational efficiency and advance collaboration among inter/intradepartmental teams.**

## PROFESSIONAL EXPERIENCE

**Vermont Gas Systems, Inc. (07/2021- Present)**

**South Burlington, Vermont**

**Manager, Field Services**

- Oversee daily operations for a staff of 32 people.
- SAP, OSHA, OSHA 10, and some DOT regulation and compliance.
- Strong knowledge of workplace safety with personnel.
- Administer testing and quality control measures to employees for quarterly evaluations.
- Conduct hiring panels for prospective employees and review applications/resumes to ensure qualifications and standards.
- Complete on-call schedules, utilizing union standards. Ensuring CBA compliance.
- Promote productivity and enthusiasm in the workplace/ leading by example.
- Policy reviews and change; writing job descriptions for specific talent needs in a variety of departments. HR/recruitment projects such as coordinating and collaborating with trade fairs, local and virtual projects with high schools and generally becoming very creative to reach a target-rich environment. Always ensuring qualifications review with other hiring team members and use of referral lists.
- Budgetary and staff oversight for efficient workflow, and appropriate financial acumen/forecasting with team.
- Monitor KPIs for short-term incentive goals, specifically for recruitment and retention. Annual 6.5 million+ Budget.
- Manage relationships/agreements with outside partners, Public Utility Commission.
- Safety and security committee, ensuring our brand.
- Lean processing methodologies and practices.
- Excellent presentation skills.

**Champlain College (01/2019 - Present)**

**Burlington, Vermont**

**Adjunct Professor /Criminal Justice Studies**

- Adjunct faculty for criminal law and criminal procedure classes.
- Responsible for aiding in the new criminal law curriculum design and implementation.
- Effective flex-hybrid teaching, both synchronous and asynchronous.

**Burlington Police Department (08/1998 - 12/2007 and 01/2011 - 08/2021)**

**Burlington, Vermont**

**Lieutenant-Uniform Services Bureau (07/2016-7/2021) (Watch Commander)**

Serving as a Watch Commander for the uniform division. Overseeing all aspects surrounding scheduling, shift operations and strategic field operations. Responsibilities also include command over the Downtown District. SMIP session #76 graduate; PERF, Senior Management Institute for Police.

- Reviewing and granting city permits.
- Implementing security plans citywide and internal protocol and directives related to personnel.
- Overseeing the motorcycle patrol and traffic safety operations.
- Collaborating internal relations with the training department for proper scheduling.
- Direct contact with payroll personnel to ensure work/schedule efficiency.
- Overseeing patrol supervisors, and their duties pertaining to the officers on shift.
- Applying for and managing a variety of federal and state grants.
- Axon group directives evaluations.
- Multi-task and prioritize demands under strict deadlines.
- Oversee interview panels for prospective employees and providing the city and the agency with direct advice on various appointment authorities and rating criteria.
- Five years in a senior management role.
- Assist with the development and implementation of departmental goals with strategic planning.
- Strong knowledge of departmental police/procedure and how to practically apply these actions.
- Constantly engage in rapport building to ensure a successful team for solid decision-making.

# Jonathan C. Young

28 Sidesaddle Drive  
Milton, VT. 05468

802.578.0164  
jcy103@gmail.com

## ***Sergeant – Uniform Services Bureau (07/2012 – 02/2016)***

Serving as a field supervisor for an assigned team of police officers. Assuring that all calls for service are handled timely and appropriately. Responsible for maintaining the accuracy of paperwork within multiple department bureaus, as well as various external Federal and State agencies.

- Maintaining a daily schedule for shift.
- Tasked with conducting daily briefings with team members.
- Assumed responsibility for representing the agency during department events, media appearances and critical events.
- Assigned managed projects which include traffic safety, police motorcycles, license plate readers, and community safety plans.
- Constant community policing to be certain the mission, vision and goals of the Burlington Police shine every day.

## ***Detective – Drug Enforcement Administration Task Force (01/2006 – 12/2007)***

Conducted criminal investigations with New England DEA field office including surveillance, interrogation, and prosecution of cases involving manufacturing, trafficking, and distribution of drugs.

- Became very well versed on Federal, State, County, and City laws, statutes, and regulations.
- Responsible for testimony on Federal trial.

## ***Detective – General Investigations (01/2004 – 01/2006)***

Investigation and prosecution of financial crimes including collecting evidence, maintaining chain of custody, completing search warrants and affidavits and testifying before Federal and State courts.

- Assisted fellow Detectives on several high-profile cases outside the financial sector.
- Exhibited a keen eye for detail and exceptional analytical skills in highly stressful situations such as homicides and narcotic involvements.

## ***Police Officer – Field Operations / Patrol Division (08/1998 – 01/2004 and 01/2011)***

Performed various protective services including law enforcement, criminal activity investigation, and public safety. Enforced vehicle operation and traffic laws and assisted with DUI enforcement checkpoints.

- Served as a Field Training Officer.
- Motorcycle and bicycle patrol.
- Many recognitions and awards for performance.

## ***Transportation Security Administration (01/2008 – 01/2011)***

**Arlington, Virginia**

### ***Federal Air Marshal – Boston Field Office***

Detect, deter, and defeat hostile acts targeting U.S. air carriers, airports, passengers, and crews. Highly trained in investigative techniques, criminal terrorist behavior recognition, firearms proficiency, aircraft-specific tactics, and close-quarter self-defense measures to protect the flying public.

- Selected as International Mission Team Leader.
- Supervised mission FAMS on all international flights.
- Highly trained in Federal laws and policies and procedures for serving as a Federal Agent.
- FLETC academy graduate, FAMS special tactics graduate.

## **EDUCATION, CERTIFICATIONS & TRAINING**

**Master of Science, Executive Leadership, Champlain College (2018)**

**Bachelor of Science, Business Administration, University of Phoenix (2008)**

**Associate degree, Criminal Justice, Champlain College (1996)**

\*Full CV of all training and certifications completed on request, as well as more historical employment\*

# Jonathan C. Young

28 Sidesaddle Drive  
Milton, VT. 05468

802.578.0164  
jcy103@gmail.com

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December 22, 2024

Re: Deputy Chief of Police, Burlington, Vermont

To whom it may concern,

I am writing this letter to express my genuine interest in taking on the role of **Deputy Chief of Police, Burlington, Vermont**. I have briefly stepped away (retired) from policing after a rewarding 24-year career and have transitioned to a manager role within the natural gas utility (VGS). Both positions have afforded me diverse and extensive experience in recruiting, vetting, and training of new/prospective employees and I am fully prepared for a new challenge in my continued leadership. I am passionate about my career and have exhibited this at both the local and federal level as well as the private sector over the last 27 years. I've fostered productive, working relationships with my supervisors, subordinates, peers, and citizens during this time. For the last 15 years, I have been in a leadership position where I excel at self-motivation and governance while imparting these important traits to others on a regular basis.

I have a strong passion for leadership and guiding others that is beyond remarkable. Leading by example is one of my strongest traits. My attention to detail, sharp critical thinking skills, dedication to my employment, and ability to adapt to scenarios at a moment's notice, shall all prove to be advantageous for this position.

Recognizing the importance of self-development through continuing education, I earned a Master's Degree in Executive Leadership from Champlain College during this time. I have encouraged all my subordinates to do the same.

I have extensive experience in the realm of leadership, talent acquisition and financial acumen. This, along with many other critical skills I possess, would deem me an incredible asset for this position. My involvements and accomplishments include, but are not limited to:

- Well-versed in hiring processes, from creating job descriptions and recruitment to onboarding.
- Exhibiting a keen eye for detail and exceptional analytical skills in highly stressful situations.
- Many recognitions and awards for exemplary performance on the job.
- Demonstrated continued leadership within the supervisory roles of my current and former agency.
- Promote structure and guidance in the workplace and ensure that effectiveness and efficiency spill over into the community to form trust.

I am proud to maintain my full-time certification as a police officer, remaining in a part-time status. My drive for policing and aiding in the structure and security of community-oriented safety goals are extremely important to me. This dedication to policing shows that I have the desire, strength and marked performance to excel as a prominent police leader.

My resume is attached, and I look forward to meeting with you in the near future. I can promise that I will be an incredible asset as **Deputy Chief of Police, Burlington, Vermont**, and I am confident I will not disappoint. Thank you for your time and consideration.

Graciously,

Jonathan C. Young

## Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Police Submitter: Shawn P. Burke, Interim Chief

Title/Subject: Creation – Limited Service Deputy Chief of Operations Position

Approval Requested:	Meeting Date:
<input checked="" type="checkbox"/> Board of Finance	6/16/2025
<input type="checkbox"/> City Council	Click or tap to enter a date.
<input type="checkbox"/> Both BOF and Council	Click or tap to enter a date.

**Instructions**

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a sign-off was received until it has actually been obtained.
4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	6/4/2025	Shawn Burke
Mayor’s Office	Yes	6/11/2025	Erin Jacobsen
Board/Commission	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney’s Office for memo and contracts or legal documents	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney’s Office for memo and motion(s) or resolution(s)	Yes	6/11/2025	Hayley McClenahan
CAO for budget, financing, and memo	Yes	6/11/2025	Katherine Schad
Human Resources, if personnel action or policy	Yes	6/9/2025	Tim Clancy – job description review.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.



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# Memo

Date: June 16, 2025 & June 23, 2025

To: Board of Finance and City Council

From: Laura Wheelock, PE, City Engineer/Division Director – Technical Services

CC: Chapin Spencer, Director of Public Works  
Lynn Reagan, Interim Director of Human Resources

Subject: DPW – Technical Services Reorganization

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## Executive Summary

We propose a reorganization within the group to eliminate the vacant Regular, Full-time, Exempt, Non-Union, Grade 22 Senior Public Works Engineer position and create a Regular, Full-time, Exempt, Non-Union, Grade 21 Public Works Transportation Engineer position. This change will update staff to management ratios which have previously been low in this division.

There is a coordinating update of the Senior Planner job description and title to support the supervision of engineering staff and allow this role to function similarly to the Senior Public Works Engineer.

## Background

The Department of Public Works – Technical Services (DPW-TS) has a very large number of complex capital projects actively in design and construction. Over the last year, DPW-TS has finally been able to hire key positions and get back to nearly full staffing. A recent vacancy of a senior level position has allowed the opportunity to reorganize this team to support higher staff-to-management ratios that align better with the Administration's Modern Gov recommendations and findings in the Operational Efficiency Study.

This change in our organizational structure will ensure we still have staff available to address the workload on our division that is able to focus on advancing and completing projects, as well as to shift the work that the senior level positions complete more towards staff management/oversight.

The Senior Public Works Engineer previously supervised two full time positions, these positions will be reorganized along with the newly created position as shown in the attached organizational charts. It is

also necessary to update the job description and title for the Senior Planner to represent that this role will support engineering staff in the highly technical work that they complete. This position will be titled Senior Transportation Engineer & Planner and also have updated minimum qualifications that align with the Senior Public Works Engineer.

### Financial Impact

DPW-TS is a division that make use of billing time to Federal/State grant source for project management time, and other non-general fund sources. This change will reduce Technical Services payroll expenses while overall resulting in a slight net savings as it is anticipated that staff will be able to maintain our billable percentages and the reduction in billable rate will be offset by the slightly lower salary. The result is an approximate savings to the overall budget of less than \$1,000.

The chart below shows just the salary change.

Current Grade	Current Salary	New Grade	New Salary	Difference
22	\$89,009	21	\$86,476	\$2,533

### Motions

#### Board of Finance Motion:

To recommend that City Council approve the:

- Elimination of the vacant Senior Public Works Engineer position, a Regular, Full-time, Exempt, Non-Union, Grade 22 role in the Technical Services Division of the Department of Public Works.
- Creation of a Public Works Transportation Engineer position, a Regular, Full-time, Exempt, Non-Union, Grade 21 role in the Technical Services Division of the Department of Public Works.
- Retitling of the Senior Planner position and associated job description updates, a Regular, Full-time, Exempt, Non-Union, Grade 22 role, to Senior Transportation Engineer & Planner a Regular, Full-time, Exempt, Non-Union, Grade 22 role in the Technical Services Division of the Department of Public Works.

#### City Council Motion:

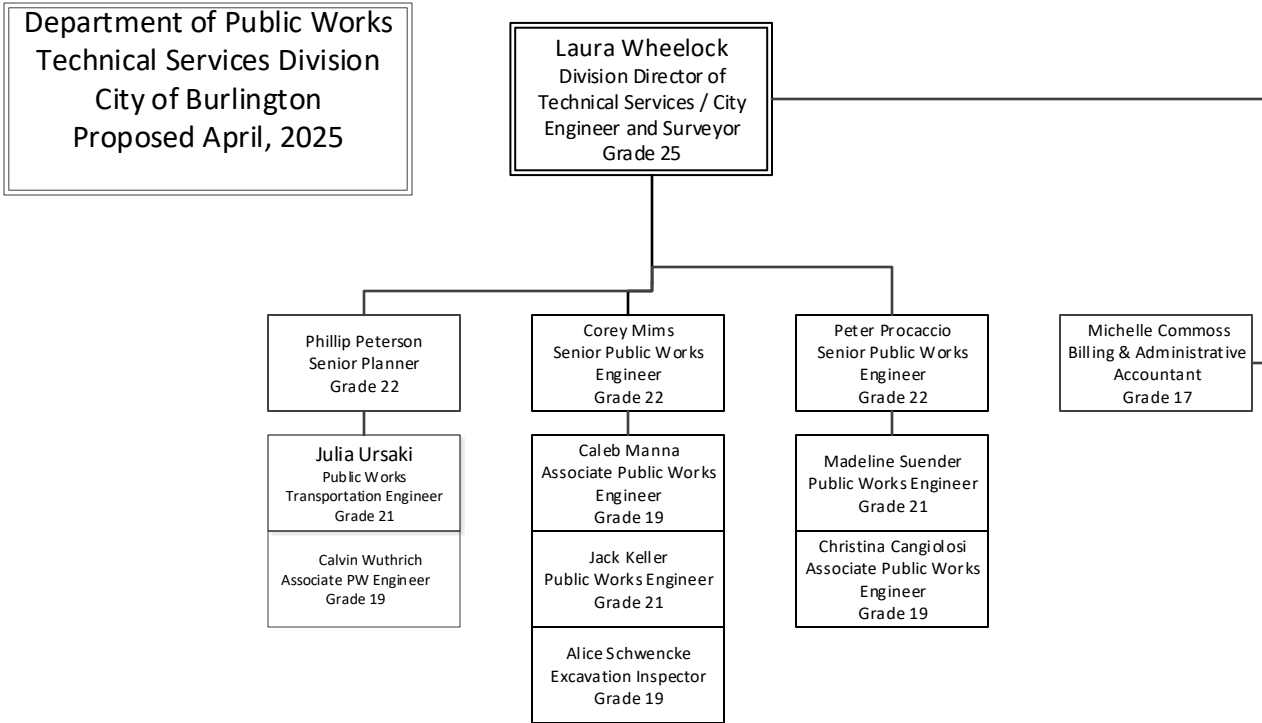
To approve the:

- Elimination of the vacant Senior Public Works Engineer position, a Regular, Full-time, Exempt, Non-Union, Grade 22 role in the Technical Services Division of the Department of Public Works.
- Creation of a Public Works Transportation Engineer position, a Regular, Full-time, Exempt, Non-Union, Grade 21 role in the Technical Services Division of the Department of Public Works.
- Retitling of the Senior Planner position and associated job description updates, a Regular, Full-time, Exempt, Non-Union, Grade 22 role, to Senior Transportation Engineer & Planner a Regular, Full-time, Exempt, Non-Union, Grade 22 role in the Technical Services Division of the Department of Public Works.

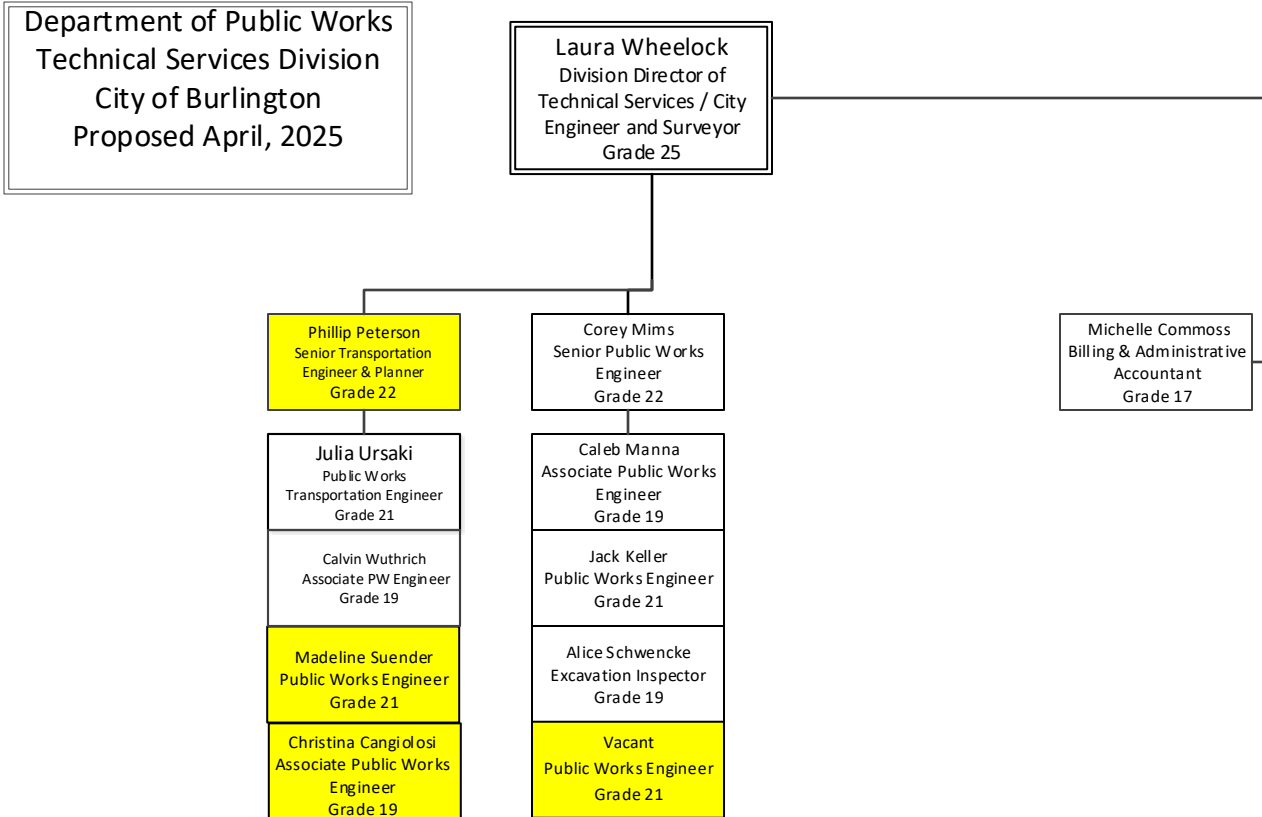
Attachments:

1. Existing and Proposed Organization Chart
2. Eliminated Senior Public Works Engineer Job Description
3. Created Position –Public Works Transportation Engineer Job Description
4. Updated Senior Planner Job Description, now titled Senior Transportation Engineer & Planner

# Existing



# Proposed



## City of Burlington Job Description

**Position Title:** Senior Public Works Engineer

**Department:** Department of Public Works

**Reports to:** Assistant Director of Technical Services

**Pay Grade:** 22

**Job Code:** 1271

**Exempt/Non-Exempt:** Exempt

**Union:** Non-Union

**General Purpose:** Under the supervision of the Assistant Director of Technical Services, this position is responsible for the management and oversight of technical staff and the professional and administrative engineering work involved in the development and implementation of various projects for the City of Burlington.

**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 management and technical oversight to assigned workgroups.
- Develop and manage program or capital project budgets.
- Prioritize workflow and meet established deadlines within workgroup.
- Assist the community, the City Administration, and all departments and commissions in developing plans for construction and/or improvements to roads, structures and facilities. This includes identifying the vision, goals, objectives, and needs; obtaining professional services; preparing contract documents; and obtaining permits.
- Collaborate and work cooperatively. Communicate regularly with officials at all levels within the City administration; City departments; local, regional, and state transportation planners, engineers, and providers; consultants and contractors; and the public.
- Balance needs and resources. Collaboratively prioritize projects and develops conceptual improvement plans that balance the needs of the public, the City, and the region with the availability and constraints of known resources.
- Encourage inclusivity. Understand the importance of diverse participation and includes all relevant stakeholders in project and program development. Advance public participation and outreach for the Engineering Division.
- Monitor the engineering and technical performance of contractors and consultants to ensure success of the projects.
- Maintain financial records for projects and makes recommendations for payments to contractors and consultants.
- Utilize the services of consulting engineering and designers through the competitive bid selection process.

- Represent the City at various public forums and meetings.
- Manage and advance infrastructure projects and programs.
- Manage in-house traffic engineering and safety projects from conceptual design to project completion. May prepare preliminary plans, specifications and bid documents, including an engineer's opinion of probable cost. Document and authorize appropriate plan deviations or variances from a standard as appropriate.
- Prepare and/or review transportation planning reports, traffic studies, and traffic engineering specifications/plans/estimates of cost, construction schedules, and project budget, design and construction details relative to individual traffic projects.

**Non-Essential Job Functions:**

- Performs other duties as required.

**Qualifications/Basic Job Requirements:**

- Bachelor's of Science Degree in Civil Engineering required. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- A P.E. License in the State of Vermont, or the ability to obtain within six months of employment.
- Minimum of ten (10) years of experience in civil engineering with demonstrated experience in any of the following fields: transportation, geotechnical, structural, environmental or construction engineering. Additional relevant educational experience may be considered for work experience on a one-for-one year basis.
- Minimum of two (2) years supervisory experience required.
- Must have experience in project and program management, including developing and maintaining project budgets, schedules, procurement, and project controls.
- Professional experience in a municipal setting desired.
- Demonstrated experience performing traffic studies, preparing traffic design plans, specifications, bid documents and cost estimating is desired.
- Preferred experience with municipal public works infrastructure planning, design, construction, operations.
- Preferred functional understanding and experience with ArcGIS.
- Must have knowledge of methods, materials, procedures, and standard practices of construction, including public works projects; contract negotiation and administration;
- Must have strong computer skills; demonstrated ability to effectively use computer equipment and related software; competent in use of Microsoft Office Suite (Excel, Word, Powerpoint, Publisher).
- Knowledge of transportation engineering principles is recommended.
- Knowledge of the principles, practices, and techniques of transportation planning is desired.
- Knowledge of State and Federal laws, policies, and regulations related to the field of urban transportation is desired.
- Ability to establish and maintain good relations with co-workers.
- Ability to receive constructive criticism and react appropriately.
- Demonstrated knowledge of engineering methods, design standards materials and project management.

- Ability to read, analyze and modify specifications and plan sets to ensure work complies with all contract specifications.
- Ability to provide excellent customer service, communicate clearly, professionally and diplomatically with contractors and the public both orally and in writing.
- Ability to establish and maintain effective working relationships and use good judgment, initiative, and resourcefulness when dealing with the media, the public, other employees, elected officials, consultants, contractors, and other government entities.
- Must be able to assess situations, solve problems, manage multiple projects, work effectively under stress, within deadlines, and in public situations.
- Ability to 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.
- Ability to facilitate and attend meetings at times other than regular business hours.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

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

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

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

x	verbal contact w/others		
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**Supervision:**

Directly Supervises: 4-8                      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 June 2017.

## City of Burlington Job Description

**Position Title:** Public Works Transportation Engineer

**Department:** Department of Public Works

**Reports to:** Senior Public Works Engineer

**Pay Grade:** 21

**Job Code:** 131

**Exempt/Non-Exempt:** Exempt

**Union:** Non-Union

**General Purpose:** Under the supervision of a Senior Public Works Engineer or Senior Planner, the Public Works Transportation Engineer is responsible for the professional and administrative engineering and design work involved in the development and implementation of various transportation-related civil engineering projects within the public right-of-way for the City of Burlington, generally including streets, multi-modal transportation facilities, traffic operations, and structures but excluding water, wastewater, and stormwater design. The Public Works Transportation Engineer is distinguished by the knowledge of basic transportation planning and civil engineering standards and policies, basic project management procedures, and the ability to make independent decisions regarding technical tasks. The Public Works Transportation Engineer provides assistance for projects and programs, manages small-scale projects, and has work assigned, reviewed, scheduled, and prioritized by a Senior Staff. This position will also manage and supervise seasonal staff within the group.

**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 the community, the City Administration, and all departments and commissions in developing concepts, plans and cost estimates for construction and/or improvements for transportation facilities. With guidance on the vision, goals, objectives, and needs of projects, this work includes obtaining professional services; preparing contract documents, plans and renderings, specifications, opinion of probable cost, bid documents; and obtaining permits.
- Lead, supervise, and/or support in-house civil/transportation engineering and traffic safety projects from conceptual design to project completion. Present plans and renderings at public and community meetings. Document and make recommendations for appropriate plan deviations or variances from a standard as appropriate.
- Prepare and/or review transportation planning reports; traffic studies; traffic engineering specifications/quantities/estimates of cost; construction schedules; and project budget, design and construction details relative to individual projects.
- Collect and analyze data.

- Collaborate and work cooperatively. Communicate regularly with officials at all levels within the City administration; City departments; local, regional, and state transportation planners, engineers, and providers; consultants and contractors; and the public.
- Balance needs and resources. Collaboratively prioritize projects and develop conceptual improvement plans that balance the needs of the public, the City, and the region with the availability and constraints of known resources.
- Encourage inclusivity. Understand the importance of diverse participation and include all relevant stakeholders in project and program development. Advance public participation and outreach for the Engineering Division.
- Monitor the engineering and technical performance of contractors and consultants to ensure success of the projects.
- Serve as project manager on projects to manage related budgets and schedules, lead deliverables, and assist with the development and management of plans, permit checklists and scopes of work.
- Maintain financial records for projects and make recommendations for payments to contractors and consultants.
- Solicit and utilize the services of consulting engineering and designers.
- Represent the City at various public forums and meetings.
- Stay abreast of and ensures compliance with local, State, and Federal rules and regulations.
- Maintain accurate records and files.
- Provide management and technical oversight to seasonal staff within workgroup.

**Non-Essential Job Functions:**

- Performs other duties as required.

**Qualifications/Basic Job Requirements:**

- Bachelor's Degree in Civil Engineering required; or a relevant field may be considered. Relevant additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Minimum of four (4) years of experience including civil engineering, transportation planning, or landscape architecture of public infrastructure. This will be in addition to any experience counted toward the degree requirement.
- EIT required.
- PTP, PTOE and/or AICP preferred.
- PE or the ability to obtain a Vermont PE within 3 years preferred. Demonstrated experience in project and program management, including maintaining project budgets, schedules, procurement, and project controls.
- Preference will be given to candidates with progressively complex work experience in transportation infrastructure or relevant municipal work experience.
- Demonstrated knowledge of modern transportation engineering principles.
- Demonstrated knowledge of the principles, practices, and techniques of transportation planning or design.
- Demonstrated knowledge of methods, materials, procedures, and standard practices of construction, including modern transportation projects.

- Knowledge of contract administration.
- Demonstrated experience with community engagement.
- Demonstrated experience performing and reviewing traffic studies, preparing roadway and multi-modal design plans, specifications, bid documents and cost estimating is strongly preferred.
- Demonstrated experience with AutoCAD or a similar program.
- Knowledge of ArcGIS software.
- Must have strong computer skills; demonstrated ability to effectively use computer equipment and related software; competent in use of Microsoft Office Suite (Excel, Word, Powerpoint, Publisher).
- Knowledge of State and Federal laws, policies, and regulations related to the field of urban transportation is desired.
- Ability to establish and maintain good relations with co-workers.
- Ability to receive constructive criticism and react appropriately.
- Ability to read, analyze and modify specifications and plan sets to ensure work complies with all contract specifications.
- Ability to provide excellent customer service, communicate professionally and diplomatically with contractors and the public.
- Ability to establish and maintain effective working relationships and use good judgment, initiative, and resourcefulness when dealing with the media, the public, other employees, elected officials, consultants, contractors, and other government entities.
- Ability to communicate clearly, professionally, diplomatically, and persuasively both orally and in writing.
- Must be able to assess situations, solve problems, manage multiple projects, work effectively under stress, within deadlines, and in public situations.
- 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.
- Ability to facilitate and attend meetings at times other than regular business hours.
- Ability to understand and comply with City standards, safety rules and personnel policies.

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

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

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (specify 50 pounds)
x	hearing/listening	x	carrying (specify 50 pounds)
x	clear speech		climbing
x	touching	x	driving
x	dexterity x hand x finger		ability to mount and dismount forklift

	reading – basic		pushing/pulling
x	reading – complex		shift work
	math skills – basic		moving objects
x	math skills – complex		pressurized equipment
	writing – basic	x	extreme heat
x	writing – complex	x	extreme cold
x	analysis/comprehension		high places
x	judgment/decision making	x	noise
x	clerical		fumes/odors
x	inside	x	dirt/dust
x	outside		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: 1-3

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 2006. Revised March 28, 2014. Revised January 29, 2015. Revised January 2016.  
Revised June 2017. Revised June 2019. Revised November 2021

# Retitled and Updated

Senior Transportation Engineer & Planner  
Page 1 of 4

## City of Burlington Job Description

**Position Title:** Senior Transportation Engineer & Planner

**Department:** Department of Public Works

**Reports to:** Assistant Director – Technical Services

**Pay Grade:** 22

**Job Code:** TBD

**Exempt/Non-Exempt:** Exempt

**Union:** Non-Union

### General Purpose:

Under the supervision of the Assistant Director of Technical Services, this position is responsible for managing and overseeing transportation planning and engineering efforts within the City of Burlington. This includes leading long-range and short-term transportation planning, project development, and infrastructure improvements while supervising technical and planning staff to ensure the city's transportation system is safe, efficient, and equitable. As the program manager and supervisor of the transportation planning team, this position promotes and implements the City's transportation vision, goals, and objectives through planning, scoping, and implementation of improvements for motorized and non-motorized transportation within the public right-of-way for the City of Burlington.

**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.)

- Develop and manage program or capital project budgets.
- ~~Manages the capital budget and staff for the transportation program from concept to project completion.~~
- Provide management and technical oversight to assigned workgroups.
- Supervises, assigns, reviews, schedules, and prioritizes the work of ~~other Planners~~ staff.
- Considers long-range, short-term, annual, and daily transportation issues. Leads, oversees and participates in all stages of project and program development: definition, planning, analysis, procurement, design, implementation, and management of projects and programs that advance the Municipal Development Plan, City policies, and community priorities for the transportation system. Monitors and reports performance.
- Collaborates and works cooperatively. Communicates regularly with officials at all levels within the City administration; City departments; local, regional, and state transportation planners, engineers, and providers; consultants and contractors; and the public.
- Balances needs and resources. Collaboratively prioritizes projects and develops conceptual improvement plans that balance the needs of the public, the City, and the

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region with the availability and constraints of known resources. Manages project budgets and makes recommendations for payments to contractors and consultants.

- Prepare and/or review transportation planning reports, traffic studies, and traffic engineering specifications/plans/estimates of cost, construction schedules, and project budget, design and construction details relative to individual traffic projects.
  - Manage in-house traffic engineering and safety projects from conceptual design to project completion. May prepare preliminary plans, specifications and bid documents, including an engineer's opinion of probable cost. Document and authorize appropriate plan deviations or variances from a standard as appropriate.
  - Maintain financial records for projects and makes recommendations for payments to contractors and consultants.
- 
- ~~Advances projects from planning to design; and collaborates when needed through construction. Transitions projects to Public Works Engineers and/or procures resources through competitive bid selection and prepares contracts to implement projects and programs. Prepares and/or reviews transportation planning reports, cost estimates, project budgets, and reviews traffic studies and engineering plans.~~
  - Encourages inclusivity. Understands the importance of diverse participation and includes all relevant stakeholders in project and program development. Advances public participation and outreach for the Engineering Division.
  - ~~Develops and reviews proposals for City projects for transportation planning projects. Prepares project plans and budgets.~~
  - Provides technical assistance for review of proposals and project review with consideration of City Standards and the short-term and long-range transportation plans. Assists with all phases of project development.
  - ~~Collects and analyzes data.~~
  - Stays abreast of and ensures compliance with local, State, and Federal rules and regulations.
  - ~~Oversees small construction projects. Performs infrastructure assessments and field inspections. Samples and tests materials as needed. Monitors the performance of contractors and consultants to ensure the success of the projects.~~
  - ~~Applies transportation engineering principles. Reviews and responds to results of surveying, mapping, and modeling.~~
    - Represent the City at various public forums and meetings.
  - ~~Serves as a liaison. Represents the City and advocates for the City's interests on various standing and ad-hoc boards and committees.~~

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**Non-Essential Job Functions:**

- Performs other duties as required.

**Qualifications/Job Requirements:**

- Bachelor's degree in urban / regional planning or civil engineering is required. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Minimum of ten (10) years of experience in planning and/or civil engineering with demonstrated experience in the principles, practices, and techniques of transportation

planning. Preferred experience with traffic engineering and the design of bicycle and pedestrian facilities. Additional relevant educational experience may be considered for work experience on a one-for-one year basis.

- Minimum of two (2) years supervisory experience required.
- A P.E. License in the State of Vermont, or the ability to obtain within six months of employment or Certification as a Transportation Professional Certification Board (TPCB): Professional Transportation Planner (PTP) and/or American Institute of Certified Planners (AICP): Certified Transportation Planner ~~is preferred.~~
- Must have a minimum of four (4) years experience in project and program management, including developing and maintaining project budgets, schedules, procurement, and project controls. Experience in a municipal setting preferred.
- Ability to facilitate and attend meetings at times other than regular business hours.
- Ability to read, analyze, and modify plan sets to ensure work complies with specifications.
- Knowledge of and ability to follow civil engineering principles, environmental review, site plans, architectural drawings, and topographical maps.
- Knowledge of State and Federal laws, policies, and regulations related to the field of urban transportation.
- Ability to assess situations, solve problems, manage multiple projects, work effectively under stress, within deadlines, and in public situations.
- Ability to follow written and oral instructions.
- Ability to organize work and set priorities to meet deadlines.
- Ability to record and maintain information for future access.
- Must have strong computer skills; demonstrated ability to effectively use computer equipment and related software; competent in use of Microsoft Office Suite (Excel, Word, Powerpoint, Publisher).
- ~~Ability to prepare spreadsheets, reports, presentations, outreach materials, and limited mapping/design in a Windows environment.~~
- Preferred functional understanding and experience with ArcGIS.
- Ability to communicate clearly, professionally, diplomatically, and persuasively both orally and in writing.
- Ability to provide excellent customer service.
- Ability to establish and maintain effective working relationships and use good judgment, initiative, and resourcefulness when dealing with the media, the public, other employees, elected officials, consultants, contractors, and other government entities
- Ability to supervise the work of others.
- Ability to receive constructive criticism and react appropriately.
- 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.

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**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.

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

**Supervision:**

Directly Supervises: 43

Indirectly Supervises: 2

**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 July 2015; Revised January, 2020; Revised August 2022; Revised June 2025

Board of Finance and City Council Submission Checklist  
Version: April 2025

Department: DPW Submitter: Laura Wheelock/Chapin Spencer

Title/Subject: DPW Tech Srvc Reorganization

Approval Requested:	Meeting Date:
<input checked="" type="checkbox"/> Board of Finance	6/16/2025
<input checked="" type="checkbox"/> City Council	6/23/2025
<input type="checkbox"/> Both BOF and Council	Click or tap to enter a date.

Instructions

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a sign-off was received until it has actually been obtained.
4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	6/10/2025	Chapin Spencer
Mayor's Office	Yes	6/11/2025	Erin Jacobsen
Board/Commission	Choose an item.	6/16/2025	Board of Finance
City Attorney's Office for memo and contracts or legal documents	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	6/10/2025	Erik Ramakrishnan
CAO for budget, financing, and memo	Yes	6/11/2025	Katherine Schad
Human Resources, if personnel action or policy	Yes	6/10/2025	Tony Berry Lynn Reagan
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

**Resolution Relating to**

**RESOLUTION \_\_\_\_\_**

AUTHORIZATION FOR UP TO \$2,192,700 STEP II LOAN FROM VERMONT CLEAN WATER STATE REVOLVING FUND AND FOR AMENDED ENGINEERING CONTRACT WITH WRIGHT PIERCE FOR UP TO \$2,192,700 FOR MAIN WASTEWATER PLANT IMPROVEMENTS (STAGE 1)

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

**CITY OF BURLINGTON**

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

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

1 That WHEREAS, the State of Vermont Clean Water State Revolving Fund (“CWSRF”) provides loans for  
2 planning and preliminary engineering (Step I) and final design engineering (Step II) of municipal wastewater  
3 and stormwater system projects; and

4 WHEREAS, the City has determined the need to replace, modernize and upgrade the Main Wastewater  
5 Treatment Plant equipment in order to ensure on-going compliance with Vermont discharge permit 3-1331  
6 and the Lake Champlain Phosphorus Total Maximum Daily Load (“TMDL”) and to ensure adequate  
7 wastewater treatment capacity for growth of residential and commercial development (the “Project”); and

8 WHEREAS, at an annual meeting of the City of Burlington (the “City”) held on March 4, 2025, the  
9 voters of the City approved borrowing up to a principal amount not to exceed \$152,000,000 in the aggregate,  
10 for the purpose of paying for (i) capital additions and improvements to the City’s wastewater and stormwater  
11 systems, including the City’s wastewater treatment plants, pump stations and collection system, the  
12 stormwater treatment and collection system, combined sewer outflow mitigation projects, stormwater outfall  
13 rehabilitation, and (ii) funding a debt service reserve fund and paying costs of issuance; and

14 WHEREAS, the Project is part of the capital additions and improvements authorized by the voters at  
15 said annual meeting; and

16 WHEREAS, the City Council has previously authorized a Step I loan for Preliminary Engineering  
17 (RF1-331-1.0) in a principal amount not to exceed \$643,800 for the Project pursuant to a resolution adopted  
18 on August 15, 2022; and

19 WHEREAS, the next phase of the Project is completion of 35% Final Design work for Stage 1 – Main  
20 Wastewater Treatment Plant Improvements; and

21 WHEREAS, the City has followed a competitive qualifications based procurement process required by  
22 the State and selected Wright Pierce as the most qualified contractor for the planning and design of this  
23 Project; and

24 WHEREAS, this phase of final design is estimated to require an amendment of an additional  
25 \$1,548,900 to the existing contract amount of \$643,800 for a total contract authorization of \$2,192,700; and

26            WHEREAS, the Project is eligible for a Step II State of Vermont CWSRF Final Design Loan totaling  
27 \$2,192,700 (inclusive of the Step I loan amount); and

28            WHEREAS, the standard CWSRF Loan terms for projects of this type are up to 10 years at 0%  
29 interest;

30            NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public  
31 Works, or his designee, to complete the Step II Loan Application for Revolving Loan Funds Revolving Loan  
32 Funds under 24 V.S.A. Chapter 120 and to apply to the Vermont CWSRF and Vermont Municipal Bond Bank  
33 (the “Bank”) for the financing of a Loan in a principal amount not to exceed \$2,192,700 (the “Loan”) subject  
34 to final review and approval by the Chief Administrative Officer, Director of Finance, and City Attorney’s  
35 Office; and

36            BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works to  
37 execute an amendment to the Engineering Services Agreement with Wright Pierce for the initial phase of Step  
38 II final design in an additional amount not to exceed \$1,548,900, for a total authorized expenditure not to  
39 exceed \$2,192,700, subject to review and approval by the City Attorney’s Office; and

40            BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative  
41 Officer, Director of Finance, and Assistant Director of Finance (the “Authorized Officers”), individually or  
42 collectively, to execute and deliver: (i) a loan agreement with the Bond Bank to evidence the Loan and the  
43 repayment thereof; (ii) one or more bond(s) or promissory note(s) in an aggregate principal amount not to  
44 exceed the Loan;’ (iii) such documents and instruments as the Bond Bank may request in connection with the  
45 Loan, in such form and with such terms as they deem necessary and in the City’s best interest; and (iv) such  
46 other documents and instruments necessary or convenient in connection with the Loan, all subject to the prior  
47 review and approval of the City Attorney’s Office; and

48            BE IT FURTHER RESOLVED that the City Council designates the following City staff member as an  
49 alternate authorized representatives of the Project with authority to execute administrative or reimbursement  
50 documents, and other ancillary documents other than the loan application or loan agreements: Department of  
51 Public Works Water Resources Division Director, Megan Moir.

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## MEMORANDUM

TO: Board of Finance / City Council

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

CC: Chapin Spencer, DPW Director

DATE: June 16, 2025 Board of Finance and June 23, 2025 City Council

RE: Stage 1 Wastewater Treatment Plant Improvements – Step II Loan Application and Consultant Final Design Contract

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### **REQUEST**

The Department of Public Works (“DPW”) and its Water Resources Division seeks authorization, through the attached resolution, to apply for a Clean Water State Revolving Fund (“CWSRF”) Step II loan amount of up to \$2,192,700 for the Wastewater Treatment Plant Stage 1 Improvements Project, to execute a contract amendment with Wright-Pierce for up to \$2,192,700 for the final design phase engineering of these improvements, and to designate the Mayor and appropriate City staff to execute associated documents.

### **INTRODUCTION AND BACKGROUND:**

The 2025 bond vote approval for the Water Resources Sustainable Infrastructure Plan Lake Bond includes \$138 million for improvements to Burlington’s wastewater infrastructure. More information on the bond can be found here: <https://www.burlingtonvt.gov/885/2025-Bonds>

Burlington’s Water Resources Division is near the end of implementing significant improvements associated with the 2018 Clean Water Resiliency Bond. The 2018 Bond included \$30 million dollars to tackle wastewater plant improvements, collection system improvements and stormwater infrastructure improvements. The major wastewater plant improvements completed over the last 5 years included new disinfection infrastructure at all 3 wastewater plants as well as a new Supervisory Control and Data Acquisition (SCADA) system at the main wastewater plant. There is a current construction project underway to rehabilitate the screening and grit handling equipment at the wastewater plants. In addition to the construction projects, initial engineering work has been underway since the 2018 bond vote to plan for additional wastewater infrastructure improvement needs. The engineering work is the basis for the 2025 Lake Bond.

The initial engineering work resulted in a Preliminary Engineering Report (PER) that has been peer reviewed and from the PER documents a \$124 million scope of work was

brought forward in the Lake Bond and the bond passed. **This memo is requesting approval to advance the Lake Bond wastewater plant improvement work scope to 35% final design.** At this time, we are requesting approval to execute a contract with Wright Pierce for a portion of the final design scope. We are also requesting approval to apply for and execute a Step II state revolving fund loan application for this initial phase of final design work. We anticipate returning for the balance of the final design work in 2026. Currently the full scope of final design (not including additional services such as Construction Management at Risk (CMAR) – see below- or value engineering) is estimated to be \$4,450,000 which is inclusive of the current 35% final design fee.

The benefits of not executing a 100% final design engineering contract with Wright Pierce include the ability to pivot on scope items as the final design advances as well as react to what the State will allow for a construction project delivery method. Water Resources has been coordinating with the engineering consultant and the State regarding the use of Construction Management at Risk (CMAR) as an appropriate project delivery method for a project of this scale and complexity. CMAR is an accepted project delivery method for SRF projects nationally and is similar to many projects managed by a General Contractor within Vermont. CMAR was recommended by the engineering company that did a third-party review of the PER. In CMAR, the contractor is brought on board during the design phase of the project to help eliminate surprises in scope and cost as the project reaches 100% design. The CMAR contractor provides a guaranteed maximum price for a project much earlier on in the project development phase when compared to traditional design-bid projects. The CMAR contractor would be considered a third-party reviewer of project costs during the design process for this project to align with the City Council expectations for this project. If CMAR is not an option for this project then Water Resources will need to react and find a different approach for obtaining third-party review of the final design work.

Wastewater treatment plant improvements have been split up into multiple stages – Stage 0, 1, 2, and 3:

- Stage 0 is the headworks improvements project which is underway with construction and estimated to be completed by the end of 2026. This project is funded by the 2018 Clean Water Resiliency Bond.
- **Stage 1** is the project we are requesting to advance to final design in this memo. Stage 1 advances improvements and upgrades at the Main Wastewater Plant. The WWTPs have not been comprehensively overhauled in 30+ years and multiple systems are nearing their failure point. Additionally, State and Federal regulations require that additional treatment be added to further remove phosphorus. Lastly, the growth in housing now anticipated to occur within the City in the coming decade necessitates expansions to several treatment components.
- Stage 2 is not part of the Lake Bond (except for sewer work on Cherry Street). The primary scope of work includes turning the east wastewater plant into a pump station and constructing new wastewater conveyance piping to bring the east wastewater plant flow to the main plant. Stage 2 work also includes important updates to the north wastewater plant. Stage 2 work was originally planned to be included in the Lake Bond but it was removed with the intention of another bond being brought forth in the 2027-2028 timeframe.

- Stage 3 is not part of the Lake Bond. The scope of work includes other important wastewater plant improvements for aging infrastructure at the wastewater plants, including but not limited to: wet weather pumps, wet weather screen, pumping systems which are not part of Stage 1 and 2, select buried infrastructure, and other infrastructure that is past useful life This scope of work is planned for a future bond vote.

**WASTEWATER CONSULTANT PROCUREMENT AND CONTRACTING:**

Wright-Pierce was previously selected as our Wastewater Treatment Facility design consultant in 2019<sup>1</sup> through a competitive Request for Qualifications which had 6 respondents and Wright-Pierce will provide final design engineering services for Stage 1. Please see the attachment for the draft contract and scope of work.

DPW closely followed the CWSRF procurement requirements for all project related engineering services in accordance with 40 U.S.C. § 1101-1104, which requires public issuance of a request for qualifications (RFQ) and negotiation of contracts using a qualifications-based selection (QBS) process.

Once we submit a finalized and executed engineering services agreement to the State and other project approvals are complete, we will obtain a “letter of authorized funding”. Once the State has issued this letter, the City is able to incur expenses even before the loan has been executed. Reimbursement for these expenses can only be processed once the loan is executed. However, it is not atypical for communities to begin engineering related work upon the submission of the loan application since there can be some delay in receiving the letter of authorized funding from the State and executing the loan agreements. Water Resources will authorize \$150,000 of consultant work once we get acknowledgement of the receipt of our loan application so that Wright Pierce can start final design engineering work.

**PROJECT COST AND LOAN SUMMARY:**

Water quality and rate affordability guide every decision we make. Therefore, we are advancing work through loans from the Clean Water State Revolving Fund (“CWSRF”). The CWSRF carries specific requirements during procurement, design, and construction phases of projects. While this adds some time on the front end, the advantages over a publicly offered bond include a lower borrowing cost (2% administration fee), potential access to subsidy and pollution control grants, repayment periods that can extend beyond 20 years where appropriate for longer life infrastructure, and a delayed repayment period (1 year from the completion of construction) which gives us some flexibility in budgeting for debt service. These benefits result in mitigated rate increases for our residents and customers.

The following summary table outlines the costs that comprise the total CWSRF Loan amounts for which we are seeking approval. We have estimated not-to-exceed (NTE) values for our loan applications to ensure there is contingency to make reasonable scope of work adjustments during the final review of the scope by the State.

**Stage 1 – Wastewater Treatment Plant Improvements**

<b>Item</b>	<b>Estimated Costs</b>	<b>Total Amended Loan Value</b>
Step I costs already approved	\$643,800	\$2,192,700
Step II: Wright Pierce 35% Final Design Engineering	\$1,548,900	

The next step in advancing the project is obtaining approval from the Board of Finance and City Council for approval to pursue the various steps in applying for and executing the associated SRF Loan. No debt will be incurred until the loans are executed by the Mayor and Chief Administrative Officer. We will return to the Board of Finance and City Council for approval on the next steps beyond this 35% final design scope of work.

This Step II loan will be rolled into a future CWSRF Step III Construction loan with the balance of the construction funding likely funded by a revenue bond, with both debt instruments authorized under the 2025 Lake Bond. The 5 year rate plan shared as part of the FY26 budget includes the estimated rate increases needed for repayment of the Stage 1 project starting in FY28 (for the revenue bond portion) and in FY31 for the CWSRF loan portion (one year after anticipated completion).

**ATTACHMENTS:**

- Attachment A: Draft Final Design Phase Engineering Services Agreement Scope of Work with Wright Pierce
- Attachment B: Resolution

**MOTIONS:**

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

**Board of Finance Actions:**

1. “To approve and recommend that the City Council adopt the attached resolution authorizing a Step II \$2,192,700 amended loan from the Vermont Clean Water State Revolving fund and a \$2,192,700 amended contract with Wright-Pierce for the Stage 1 Main Wastewater Plant Improvements project as more specifically set forth in the attached resolution.”

**City Council Actions:**

2. “To waive the reading and adopt the attached resolution authorizing a Step II \$2,192,700 amended loan from the Vermont Clean Water State Revolving fund and a \$2,192,700 amended contract with Wright-Pierce for the Stage 1 Main Wastewater Plant Improvements project as more specifically set forth in the attached resolution.”

Thank you for your consideration of this request.

This is **EXHIBIT J**, consisting of [8] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

## **Special Provisions**

---

The Agreement is/are amended to include the following agreement(s) of the parties:

**The attached DEC Certification Page is required as part of this Agreement.**

**The following City Ordinance Certification Pages are required to be signed as part of this Agreement: Livable Wage, Outsourcing and Union Deterrence Certifications.**

### **Scope of Services**

#### **Burlington Main WWTF Stage 1 Upgrade – Step II 30% Final Design**

The purpose of this project is to address age-related needs, effluent permit requirements, and accommodate growth within the City. To achieve these goals, a comprehensive upgrade is proposed at the Burlington, VT Main Wastewater Treatment Facility (WWTF). The following summarizes the elements of the recommended project as identified in the Preliminary Engineering Report (*Wright-Pierce, 02/2025*). For clarity, new tanks and processes are underlined.

#### **Influent Pumping**

- Replace six existing submersible pumps – new pumps will be selected for increased resiliency against high-grit influent
- New VFDs
- New pumps to be controlled by existing panel installed under Headworks Upgrade
- Influent wet well repairs as needed (crack fill, cementitious overlay, etc.)
- Replace wet well level instruments
- Replace Influent Wet Well sluice gates 9, 10, 11, 12
- Replace discharge piping and valves in Pipe Gallery
- Piping to bypass grit and primary clarifier facilities will be evaluated as part of the preliminary design.

#### **Foul Sewer Pumping**

- Replace two existing submersible pumps – new pumps will be selected for increased resiliency against high-grit influent
- New VFDs
- New pumps to be controlled by existing panel installed under Headworks Upgrade
- Foul sewer wet well repairs as needed (crack fill, cementitious overlay, etc.)
- Replace wet well level instruments
- Configuration of discharge piping will be evaluated as part of preliminary design.

## **Grit**

- Install electric actuators on two slide gates (SLD-16, SLD-17) in the Grit Building. Actuation will utilize level instruments installed under the Headworks Upgrade.

## **Primary Clarifiers**

- Replace mechanisms for two 75-ft diameter clarifiers (platform, rake and plow collectors, center drive column, drive, weirs, baffles).
- New drive to be installed at a higher elevation to accommodate maintenance activities from the platform.
- Concrete tank repairs (types and extents of tank repairs to be identified during final design)
- Modify concrete launder to direct effluent flow to north end of WWTF
- Preliminary design will include evaluation and cost estimates for launder covers, full tank covers, and odor control at the primary clarifiers

## **Existing Aeration Tanks**

- Demolish tank internals
- In-fill abandoned tanks as needed and complete site prep to support construction of the intermediate pump station and tertiary system

## **Existing Secondary Clarifiers**

- Replace mechanisms for four 65-ft diameter clarifiers (platform, rake and plow collectors, center drive column, drive, weirs, baffles).
- Construct Stamford baffles
- Raise weir elevations to 105 feet ASL (increase side water depths of Clarifiers 1 and 2 to 11.15-ft and Clarifiers 3 and 4 to 13.15-ft.) Includes structural review of existing clarifier structures.
- Concrete tank repairs
- Preliminary design will include evaluation and cost estimates for launder covers

## **New Aeration Tanks**

- Construct three (3) aeration tanks, 2 MG each for a total of 6 MG.
- Install air headers, diffusers, and control/sampling instruments within the new tanks.
- Install selector zones with mixers
- Install five (5) new blowers (Turbo or Hybrid rotary screw)

## **5<sup>th</sup> Secondary Clarifier**

- Construct 5<sup>th</sup> 65-ft diameter secondary clarifier to match existing clarifiers
- Construct density current baffles (McKinney or Stamford style baffles)
- Preliminary design will include evaluation and cost estimates for launder covers

## **Intermediate Pump Station**

- Construct 19 MGD submersible pump station. Scope assumes axial flow style station.
- Install five submersible pumps (3,300 gpm at 10-12 ft TDH) with VFDs
- Cast base slab and walls for divided wet well within existing aeration tank (use existing tank to support formwork)
- Power and controls for pump station to be housed within new Filter Building

### **Tertiary Treatment**

- Install 19 MGD Cloth Media Filtration system (sole-source to Aqua Aerobics)
  - Two trains, each rated for 19 MGD
  - Three backwash pumps (20 hp)
- Install one 7,000-gallon rapid mixing tank (with one 1.5 hp mixer)
- Construct one 72,500-gallon coagulation tank (with one 3 hp mixer)

### **Chlorine Contact Tanks**

- Raise interior chlorine contact tank walls to prevent short circuiting.
- Inspect tanks during Step 2 to identify approximate degree/quantity of structural repairs needed.
- The design will evaluate the impacts of dosing sodium hypochlorite at the secondary clarifier launders or after tertiary treatment.

### **Waste Sludge Storage**

- Construct three 100,000-gallon waste sludge storage tanks
- 9-inch EPDM diffuser system (1 per tank) with stainless steel air piping
- Install three recessed impeller WAS transfer pumps with VFDs (pumps to be in new Blower Building)
- Install new blowers (size TBD) in new Blower Building

### **Existing Sludge Pumping and Storage**

- Install 5<sup>th</sup> RAS pump (existing RAS pumps are WEMCO E5k-S-E2SM, Horizontal)
- Replace the existing four RAS Pumps. Replacement of the existing four RAS pumps was a Stage 3 item that has been prioritized to Stage 1 based on current pump reliability.
- Replace the Existing Two Waste Sludge Pumps and add a 3<sup>rd</sup> waste sludge pump.
- Evaluate the cost of replacing all sludge piping in the Control Building for the Return and Waste Sludge Pumps.
- Demolish existing mixing system (blowers, diffusers, air piping)
- Install new large-bubble mixing system (air headers, nozzles, compressors)
- Compressors (two at 15 HP each) to be located in Sludge Aeration Blower Room
- Demolish existing odor control system and replace with new activated carbon odor control unit to treat forced ventilation from basement-level tanks.
- Replace six access hatches to prevent air leakage from sludge storage tanks into Dewatering Room
- Replace tank level elements

### **Dewatering System**

- Preliminary design will include evaluation and cost estimates for replacement of sludge discharge conveyor
- Install activated carbon odor control unit to treat forced ventilation from Dewatering Room
- Preliminary design will include evaluation and cost estimates for alternative sludge storage using a sludge blend tank vs. using inline mechanical mixing.
- Electrical design will be sized to accommodate future centrifuge dewatering equipment or screw presses. Items noted above will be designed to accommodate either centrifuges or screw presses as part of a future upgrade.

### **Aluminum Sulfate Feed System**

- Demolish existing chemical feed pumps and exposed pump discharge piping
- Install four peristaltic feed pumps (City has standardized on Watson Marlow pumps)

- Re-line existing 8,000-gallon tank

### **Electrical & PLC/SCADA System**

- Upgrade existing service
- Install new utility transformer (2500 kVA with a 4000 AMP service) and secondary switchboard
- Demolish existing generator and buried exterior fuel storage tank.
- Convert Generator Room into a new Electrical Room for housing new switchboard and service main disconnect.
- Construct new MCCs (MCC-1A, MCC-1B, MCC-1C) and panels (PP-1A, PP-1B) in the Control Building
- Install new diesel-driven 2000 kW standby generator with sound attenuating walk-in enclosure and integral fuel tank.
- PLC and SCADA Systems – scope of work to be fully defined during the Pre-Design Phase. Two virtual workshops with City are assumed.

### **Administration Building**

- Replace exterior windows and doors
- Roof repair/replacement
- Reconfigure administration and laboratory spaces to meet space programming goals. Proposed locations for improvement include: Entrance, Laboratory, shared office space, private offices, Seminar Room, Storage, Lunch Room, locker rooms, bathrooms.
- Upgrades will include electrical, mechanical, and plumbing upgrades required to meet space needs including electrical upgrades identified in the Burlington Wastewater Treatment Administration Building Existing Conditions Survey (GVV, 2019).
- Remove vestibule and entryway to un-fenced public space on west side of building
- Add electrical vehicle charging stations near the building

### **Control Building**

- Ventilation modifications to separate air streams being treated by the existing adsorption unit in the Garage.
- Two new odor control systems to treat separated airstreams from the Dewatering Room and the Sludge Storage Tanks.
- Expansion of old Generator Room to house new MCCs within new Electrical Room
- HVAC Upgrades required to meet current code for spaces with process equipment and electrical distribution equipment modifications. WP to also evaluate options to get Control Building air intake further from the sludge garage door.

### **Filter Building**

- New two-story building to house cloth media filters, backwash pump gallery, and electrical room.
- Building to utilize existing aeration tanks to support concrete work.
- Cost estimates will be developed during design to determine the cost impacts of adding a second coagulation tank for redundancy.

### **Blower Building**

- New two-story building to house aeration blowers, WAS transfer pump gallery, and electrical room.
- Blower piping will include inlet filters, and acoustic insulation to minimize noise pollution.

## Site Work

- Stormwater management system (3-acre rule)
- Replace existing exterior fencing; install new exterior fencing around new northern property.
- Driveway extension to new site spaces
- Sidewalk extension to new site spaces
- Cost and feasibility of an automated/actuated gate will be evaluated.

**Per the Owner's request, the Engineer proposes to provide professional engineering services to prepare the Pre-Design and Final Design for the construction of the wastewater treatment facility upgrade:**

### 1. Pre-Design Services

#### a. Dilution Study

- i. Develop a Dilution Study Plan for review and concurrence by Owner and VTDEC.
- ii. Complete a dilution study in Burlington Bay to evaluate the current receiving water conditions at the Main WWTF discharge.
- iii. Hydrodynamic modeling study to demonstrate the existing and proposed impacts on the public water supply raw water source intakes for the Champlain Water District and City of Burlington Water.
- iv. Prepare an analysis of results and study report following completion of the field studies. A Draft report will be provided for review and comment prior to submittal of the Final report.
- v. A not to exceed budget has been identified for this task.

b. **Scope Acceptance Workshops** – Meet with Owner to discuss and select improvements not finalized during the PER process: approximate layout of new tanks and buildings, PLC & SCADA system improvements, and sludge dewatering technology. Four meetings are assumed. It is assumed that weekly and bi-weekly meetings will be virtual and milestone workshop meetings will be in person. A not to exceed budget has been identified for this task.

c. **Basis for Final Design** – The Basis for Final Design document will be prepared for review and approval. One (1) meeting with Vermont DEC-WID is included. A not to exceed budget has been identified for this task.

d. **Wetland Classification and Delineation Services** – Delineation to be completed according to the methodology from the 1987 Corps of Engineers Wetland Delineation Manual and 2012 regional Supplement. The wetland boundary will be marked by a line of sequentially numbered WETLAND DELINEATION flags for survey and mapping by others. Field notes will be taken sufficient for documentation of the delineation and for assessment of wetland values & functions as required for a Vermont Wetland Permit. Documentation will include completion of Army Corps of Engineers Wetland Determination Data Forms and letter report, and submission to State of Vermont District Wetland Ecologist for concurrence. A not to exceed budget has been identified for this task.

- e. **Survey** – Survey consultant will perform the topographic survey for this project in accordance with the WP Survey Scope of Services within the approximately 6.8-acre area (existing Main WWTF and adjacent Perkins Pier parking lot site). It is assumed that facility operators will assist with access to sanitary structures, and with obtaining invert elevations/pipe diameters in those structures. All surveying activities will be conducted under the direction and supervision of a Vermont Licensed Land Surveyor. The survey will be expressed in U.S. Survey Feet, referenced vertically to NAVD 88, and horizontally to NAD 83 SPC (4400 VT). A not to exceed budget has been identified for this task.
  
- f. **Utility Coordination** – A not to exceed budget has been identified for these tasks
  - i. Engineer will attend two meetings (assume virtual) with Owner and Burlington Electric Department (BED) representatives to coordinate the following efforts: relocation of existing overhead power line and utility pole from Perkins Pier property and coordination of new electric service for the Main WWTF.
  - ii. Vermont Gas: Engineer will attend two meetings (assume virtual) with Owner and Vermont Gas Systems (VGS) representatives to coordinate work around existing gas man and requirements for relocation of existing gas main (if needed).
  
- g. **Parks Department Coordination** – Engineer will attend two meetings (assume virtual) with Owner and Burlington Parks and Recreation Department (PRD) to discuss impacts of the project on the Perkins Pier layout and the bike path adjacent to the existing WWTF site. This will include input from the PRD on the proposed topographic surveying task and future boundary survey task. A not to exceed budget has been identified for this task.
  
- h. **Archaeological Resources Assessment** – A subcontractor will be used for archaeological assessment. A not to exceed budget has been identified for this task.
  - i. Compile project information including the project size, location, and description of proposed undertaking.
  - ii. Review environmental information including soils, bedrock geology, topography, and hydrology.
  - iii. Conduct a site visit to observe and photograph existing conditions, present land use, and any evidence of prior soil disturbance.
  - iv. Consult the Vermont Division for Historic Preservation’s Online Resource Center (ORC) to identify known archeological sites, previous archeological surveys, and National Register listed and eligible properties and districts in the vicinity of the APE.
  - v. Examine historical maps and provide an interpretation of potential historic resources.
  - vi. Photograph structures within the APE.
  - vii. Assess the archeological sensitivity and potential and provide recommendations regarding Phase IB testing.
  - viii. The report will be prepared according to the Guidelines for Conducting Archeology in Vermont (2017). As appropriate, the report will contain text, tables, color maps and photographs.

- i. **Explorations and Geotechnical Engineering Services** – Geotechnical Engineer will coordinate an exploration program consisting of test borings, perform soils laboratory testing and make a geotechnical evaluation of the subsurface findings relative to the foundation and earthwork associated with the proposed structures. Their findings will be presented in a written report. One day of test borings is anticipated to identify soil conditions. Boring depths will be based on the anticipated depths of the proposed structures (Blower Building, 5th Secondary Clarifier, Aeration Tanks, WAS Storage Tank). Note this task will be updated once proposal has been received from geotechnical engineer. A not to exceed budget has been identified for this task.
  - j. **Tertiary Treatment Equipment Pre-selection** – Provide necessary documentation to VTDEC to validate City selection of tertiary treatment manufacturer. A not to exceed budget has been identified for this task.
  - k. **Permitting** – A not to exceed budget has been identified for this task.
    - i. A Finding of No Significant Impact (FONSI) process is anticipated. Effort includes preparation of materials for two (2) presentations (Presentation of Alternatives and Public Hearing).
    - ii. Preparation and submittal of the Permit Review Sheet to VTDEC project review. *Coordination with the requisite State agencies will occur during final design.*
    - iii. Permit coordination with the City of Burlington Zoning Division.
2. **Final Design** – A not to exceed budget has been identified for this task.
- a. **Preparation of 30% Final Design Plans and Specifications** – The Engineer will make engineering investigations as necessary and will compile data as required for the design and drawings for the project.
    - i. Basis of design memoranda will be developed for process equipment and major electrical equipment to support development of 30% plans and specifications.
    - ii. 30% Drawings (plans) will depict existing conditions, demolition drawings, and preliminary layout for proposed new equipment and tankage.
    - iii. Specifications Table of Contents for all disciplines.
  - b. **Engineer’s Opinion of Probably Construction Cost** – An opinion of probable construction cost and total project cost, based upon 30% drawings and specifications, will be furnished to the Owner and review agencies. Periodic (as often as monthly) updates of the project costs between WP and the City can be scheduled. WP will keep the City informed of project cost changes that will impact project cost.
  - c. **Design Meetings** – The Engineer will meet at reasonable and customary intervals to provide close liaison with the Owner, the State of Vermont Department of Environmental Conservation (VTDEC) and other recognized authorities having jurisdiction regarding the engineering phases of the project.
    - i. Kick-off meeting
    - ii. 30% review meeting

- iii. Weekly or bi-weekly meetings (depending on project status) will be held between WP and City to coordinate information requests and solicit City feedback on design alternatives.

**3. CMAR GC Procurement – A not to exceed budget has been identified for this task.**

- a. Request for Qualifications (RFQ) – The Engineer will develop a draft RFQ for selection of a Construction Management contractor for pre-construction and construction services for the Stage 1 Upgrade at the Main WWTF. The draft RFQ will be provided to the City for administrative, engineering, and legal review and comment. The RFQ will include: general project information, project sequencing requirements, project funding information, proposal format/submission requirements, and selection criteria.
- b. Pre-submission Meeting – The Engineer will facilitate an on-site meeting for interested RFQ candidates, including development of an agenda, site tour, and development of meeting minutes.
- c. RFQ Selection Process – The Engineer will answer questions submitted by RFQ candidates regarding project design, construction sequencing, or other applicable topics.

**4. Special Services**

- a. Permitting Assistance – Begin coordination efforts with VTDEC regarding anticipated Act 250 Permit amendments required because of the proposed upgrade to define the permitting scope for the next phase. A not to exceed budget has been identified for this task.
- b. Funding Assistance – The Engineer will provide assistance and coordination with funding agencies and with potential applications to new funding sources. A not to exceed budget has been identified for this task.

**Work Not Included in Scope** – The following tasks are not included in the scope of work and could be provided, if necessary, via future addendum.

- Boundary survey
- Permitting assistance beyond tasks identified in the scope of work.
- Design of additional project elements not identified in the recommended project as outlined in the Preliminary Engineering Report.
- Asbestos, lead and PCB survey of existing buildings where construction impacts are anticipated.
- Completion of Act 250 permitting.

This is **EXHIBIT J**, consisting of [8] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

## **Special Provisions**

---

The Agreement is/are amended to include the following agreement(s) of the parties:

**The attached DEC Certification Page is required as part of this Agreement.**

**The following City Ordinance Certification Pages are required to be signed as part of this Agreement: Livable Wage, Outsourcing and Union Deterrence Certifications.**

### **Scope of Services**

#### **Burlington Main WWTF Stage 1 Upgrade – Step II 30% Final Design**

The purpose of this project is to address age-related needs, effluent permit requirements, and accommodate growth within the City. To achieve these goals, a comprehensive upgrade is proposed at the Burlington, VT Main Wastewater Treatment Facility (WWTF). The following summarizes the elements of the recommended project as identified in the Preliminary Engineering Report (*Wright-Pierce, 02/2025*). For clarity, new tanks and processes are underlined.

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- Replace six existing submersible pumps – new pumps will be selected for increased resiliency against high-grit influent
- New VFDs
- New pumps to be controlled by existing panel installed under Headworks Upgrade
- Influent wet well repairs as needed (crack fill, cementitious overlay, etc.)
- Replace wet well level instruments
- Replace Influent Wet Well sluice gates 9, 10, 11, 12
- Replace discharge piping and valves in Pipe Gallery
- Piping to bypass grit and primary clarifier facilities will be evaluated as part of the preliminary design.

#### **Foul Sewer Pumping**

- Replace two existing submersible pumps – new pumps will be selected for increased resiliency against high-grit influent
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- Replace wet well level instruments
- Configuration of discharge piping will be evaluated as part of preliminary design.

## **Grit**

- Install electric actuators on two slide gates (SLD-16, SLD-17) in the Grit Building. Actuation will utilize level instruments installed under the Headworks Upgrade.

## **Primary Clarifiers**

- Replace mechanisms for two 75-ft diameter clarifiers (platform, rake and plow collectors, center drive column, drive, weirs, baffles).
- New drive to be installed at a higher elevation to accommodate maintenance activities from the platform.
- Concrete tank repairs (types and extents of tank repairs to be identified during final design)
- Modify concrete launder to direct effluent flow to north end of WWTF
- Preliminary design will include evaluation and cost estimates for launder covers, full tank covers, and odor control at the primary clarifiers

## **Existing Aeration Tanks**

- Demolish tank internals
- In-fill abandoned tanks as needed and complete site prep to support construction of the intermediate pump station and tertiary system

## **Existing Secondary Clarifiers**

- Replace mechanisms for four 65-ft diameter clarifiers (platform, rake and plow collectors, center drive column, drive, weirs, baffles).
- Construct Stamford baffles
- Raise weir elevations to 105 feet ASL (increase side water depths of Clarifiers 1 and 2 to 11.15-ft and Clarifiers 3 and 4 to 13.15-ft.) Includes structural review of existing clarifier structures.
- Concrete tank repairs
- Preliminary design will include evaluation and cost estimates for launder covers

## **New Aeration Tanks**

- Construct three (3) aeration tanks, 2 MG each for a total of 6 MG.
- Install air headers, diffusers, and control/sampling instruments within the new tanks.
- Install selector zones with mixers
- Install five (5) new blowers (Turbo or Hybrid rotary screw)

## **5<sup>th</sup> Secondary Clarifier**

- Construct 5<sup>th</sup> 65-ft diameter secondary clarifier to match existing clarifiers
- Construct density current baffles (McKinney or Stamford style baffles)
- Preliminary design will include evaluation and cost estimates for launder covers

## **Intermediate Pump Station**

- Construct 19 MGD submersible pump station. Scope assumes axial flow style station.
- Install five submersible pumps (3,300 gpm at 10-12 ft TDH) with VFDs
- Cast base slab and walls for divided wet well within existing aeration tank (use existing tank to support formwork)
- Power and controls for pump station to be housed within new Filter Building

### **Tertiary Treatment**

- Install 19 MGD Cloth Media Filtration system (sole-source to Aqua Aerobics)
  - Two trains, each rated for 19 MGD
  - Three backwash pumps (20 hp)
- Install one 7,000-gallon rapid mixing tank (with one 1.5 hp mixer)
- Construct one 72,500-gallon coagulation tank (with one 3 hp mixer)

### **Chlorine Contact Tanks**

- Raise interior chlorine contact tank walls to prevent short circuiting.
- Inspect tanks during Step 2 to identify approximate degree/quantity of structural repairs needed.
- The design will evaluate the impacts of dosing sodium hypochlorite at the secondary clarifier launders or after tertiary treatment.

### **Waste Sludge Storage**

- Construct three 100,000-gallon waste sludge storage tanks
- 9-inch EPDM diffuser system (1 per tank) with stainless steel air piping
- Install three recessed impeller WAS transfer pumps with VFDs (pumps to be in new Blower Building)
- Install new blowers (size TBD) in new Blower Building

### **Existing Sludge Pumping and Storage**

- Install 5<sup>th</sup> RAS pump (existing RAS pumps are WEMCO E5k-S-E2SM, Horizontal)
- Replace the existing four RAS Pumps. Replacement of the existing four RAS pumps was a Stage 3 item that has been prioritized to Stage 1 based on current pump reliability.
- Replace the Existing Two Waste Sludge Pumps and add a 3<sup>rd</sup> waste sludge pump.
- Evaluate the cost of replacing all sludge piping in the Control Building for the Return and Waste Sludge Pumps.
- Demolish existing mixing system (blowers, diffusers, air piping)
- Install new large-bubble mixing system (air headers, nozzles, compressors)
- Compressors (two at 15 HP each) to be located in Sludge Aeration Blower Room
- Demolish existing odor control system and replace with new activated carbon odor control unit to treat forced ventilation from basement-level tanks.
- Replace six access hatches to prevent air leakage from sludge storage tanks into Dewatering Room
- Replace tank level elements

### **Dewatering System**

- Preliminary design will include evaluation and cost estimates for replacement of sludge discharge conveyor
- Install activated carbon odor control unit to treat forced ventilation from Dewatering Room
- Preliminary design will include evaluation and cost estimates for alternative sludge storage using a sludge blend tank vs. using inline mechanical mixing.
- Electrical design will be sized to accommodate future centrifuge dewatering equipment or screw presses. Items noted above will be designed to accommodate either centrifuges or screw presses as part of a future upgrade.

### **Aluminum Sulfate Feed System**

- Demolish existing chemical feed pumps and exposed pump discharge piping
- Install four peristaltic feed pumps (City has standardized on Watson Marlow pumps)

- Re-line existing 8,000-gallon tank

### **Electrical & PLC/SCADA System**

- Upgrade existing service
- Install new utility transformer (2500 kVA with a 4000 AMP service) and secondary switchboard
- Demolish existing generator and buried exterior fuel storage tank.
- Convert Generator Room into a new Electrical Room for housing new switchboard and service main disconnect.
- Construct new MCCs (MCC-1A, MCC-1B, MCC-1C) and panels (PP-1A, PP-1B) in the Control Building
- Install new diesel-driven 2000 kW standby generator with sound attenuating walk-in enclosure and integral fuel tank.
- PLC and SCADA Systems – scope of work to be fully defined during the Pre-Design Phase. Two virtual workshops with City are assumed.

### **Administration Building**

- Replace exterior windows and doors
- Roof repair/replacement
- Reconfigure administration and laboratory spaces to meet space programming goals. Proposed locations for improvement include: Entrance, Laboratory, shared office space, private offices, Seminar Room, Storage, Lunch Room, locker rooms, bathrooms.
- Upgrades will include electrical, mechanical, and plumbing upgrades required to meet space needs including electrical upgrades identified in the Burlington Wastewater Treatment Administration Building Existing Conditions Survey (GVV, 2019).
- Remove vestibule and entryway to un-fenced public space on west side of building
- Add electrical vehicle charging stations near the building

### **Control Building**

- Ventilation modifications to separate air streams being treated by the existing adsorption unit in the Garage.
- Two new odor control systems to treat separated airstreams from the Dewatering Room and the Sludge Storage Tanks.
- Expansion of old Generator Room to house new MCCs within new Electrical Room
- HVAC Upgrades required to meet current code for spaces with process equipment and electrical distribution equipment modifications. WP to also evaluate options to get Control Building air intake further from the sludge garage door.

### **Filter Building**

- New two-story building to house cloth media filters, backwash pump gallery, and electrical room.
- Building to utilize existing aeration tanks to support concrete work.
- Cost estimates will be developed during design to determine the cost impacts of adding a second coagulation tank for redundancy.

### **Blower Building**

- New two-story building to house aeration blowers, WAS transfer pump gallery, and electrical room.
- Blower piping will include inlet filters, and acoustic insulation to minimize noise pollution.

## Site Work

- Stormwater management system (3-acre rule)
- Replace existing exterior fencing; install new exterior fencing around new northern property.
- Driveway extension to new site spaces
- Sidewalk extension to new site spaces
- Cost and feasibility of an automated/actuated gate will be evaluated.

**Per the Owner's request, the Engineer proposes to provide professional engineering services to prepare the Pre-Design and Final Design for the construction of the wastewater treatment facility upgrade:**

### 1. Pre-Design Services

#### a. Dilution Study

- i. Develop a Dilution Study Plan for review and concurrence by Owner and VTDEC.
- ii. Complete a dilution study in Burlington Bay to evaluate the current receiving water conditions at the Main WWTF discharge.
- iii. Hydrodynamic modeling study to demonstrate the existing and proposed impacts on the public water supply raw water source intakes for the Champlain Water District and City of Burlington Water.
- iv. Prepare an analysis of results and study report following completion of the field studies. A Draft report will be provided for review and comment prior to submittal of the Final report.
- v. A not to exceed budget has been identified for this task.

b. **Scope Acceptance Workshops** – Meet with Owner to discuss and select improvements not finalized during the PER process: approximate layout of new tanks and buildings, PLC & SCADA system improvements, and sludge dewatering technology. Four meetings are assumed. It is assumed that weekly and bi-weekly meetings will be virtual and milestone workshop meetings will be in person. A not to exceed budget has been identified for this task.

c. **Basis for Final Design** – The Basis for Final Design document will be prepared for review and approval. One (1) meeting with Vermont DEC-WID is included. A not to exceed budget has been identified for this task.

d. **Wetland Classification and Delineation Services** – Delineation to be completed according to the methodology from the 1987 Corps of Engineers Wetland Delineation Manual and 2012 regional Supplement. The wetland boundary will be marked by a line of sequentially numbered WETLAND DELINEATION flags for survey and mapping by others. Field notes will be taken sufficient for documentation of the delineation and for assessment of wetland values & functions as required for a Vermont Wetland Permit. Documentation will include completion of Army Corps of Engineers Wetland Determination Data Forms and letter report, and submission to State of Vermont District Wetland Ecologist for concurrence. A not to exceed budget has been identified for this task.

- e. **Survey** – Survey consultant will perform the topographic survey for this project in accordance with the WP Survey Scope of Services within the approximately 6.8-acre area (existing Main WWTF and adjacent Perkins Pier parking lot site). It is assumed that facility operators will assist with access to sanitary structures, and with obtaining invert elevations/pipe diameters in those structures. All surveying activities will be conducted under the direction and supervision of a Vermont Licensed Land Surveyor. The survey will be expressed in U.S. Survey Feet, referenced vertically to NAVD 88, and horizontally to NAD 83 SPC (4400 VT). A not to exceed budget has been identified for this task.
  
- f. **Utility Coordination** – A not to exceed budget has been identified for these tasks
  - i. Engineer will attend two meetings (assume virtual) with Owner and Burlington Electric Department (BED) representatives to coordinate the following efforts: relocation of existing overhead power line and utility pole from Perkins Pier property and coordination of new electric service for the Main WWTF.
  - ii. Vermont Gas: Engineer will attend two meetings (assume virtual) with Owner and Vermont Gas Systems (VGS) representatives to coordinate work around existing gas man and requirements for relocation of existing gas main (if needed).
  
- g. **Parks Department Coordination** – Engineer will attend two meetings (assume virtual) with Owner and Burlington Parks and Recreation Department (PRD) to discuss impacts of the project on the Perkins Pier layout and the bike path adjacent to the existing WWTF site. This will include input from the PRD on the proposed topographic surveying task and future boundary survey task. A not to exceed budget has been identified for this task.
  
- h. **Archaeological Resources Assessment** – A subcontractor will be used for archaeological assessment. A not to exceed budget has been identified for this task.
  - i. Compile project information including the project size, location, and description of proposed undertaking.
  - ii. Review environmental information including soils, bedrock geology, topography, and hydrology.
  - iii. Conduct a site visit to observe and photograph existing conditions, present land use, and any evidence of prior soil disturbance.
  - iv. Consult the Vermont Division for Historic Preservation’s Online Resource Center (ORC) to identify known archeological sites, previous archeological surveys, and National Register listed and eligible properties and districts in the vicinity of the APE.
  - v. Examine historical maps and provide an interpretation of potential historic resources.
  - vi. Photograph structures within the APE.
  - vii. Assess the archeological sensitivity and potential and provide recommendations regarding Phase IB testing.
  - viii. The report will be prepared according to the Guidelines for Conducting Archeology in Vermont (2017). As appropriate, the report will contain text, tables, color maps and photographs.

- i. **Explorations and Geotechnical Engineering Services** – Geotechnical Engineer will coordinate an exploration program consisting of test borings, perform soils laboratory testing and make a geotechnical evaluation of the subsurface findings relative to the foundation and earthwork associated with the proposed structures. Their findings will be presented in a written report. One day of test borings is anticipated to identify soil conditions. Boring depths will be based on the anticipated depths of the proposed structures (Blower Building, 5th Secondary Clarifier, Aeration Tanks, WAS Storage Tank). Note this task will be updated once proposal has been received from geotechnical engineer. A not to exceed budget has been identified for this task.
  - j. **Tertiary Treatment Equipment Pre-selection** – Provide necessary documentation to VTDEC to validate City selection of tertiary treatment manufacturer. A not to exceed budget has been identified for this task.
  - k. **Permitting** – A not to exceed budget has been identified for this task.
    - i. A Finding of No Significant Impact (FONSI) process is anticipated. Effort includes preparation of materials for two (2) presentations (Presentation of Alternatives and Public Hearing).
    - ii. Preparation and submittal of the Permit Review Sheet to VTDEC project review. *Coordination with the requisite State agencies will occur during final design.*
    - iii. Permit coordination with the City of Burlington Zoning Division.
2. **Final Design** – A not to exceed budget has been identified for this task.
- a. **Preparation of 30% Final Design Plans and Specifications** – The Engineer will make engineering investigations as necessary and will compile data as required for the design and drawings for the project.
    - i. Basis of design memoranda will be developed for process equipment and major electrical equipment to support development of 30% plans and specifications.
    - ii. 30% Drawings (plans) will depict existing conditions, demolition drawings, and preliminary layout for proposed new equipment and tankage.
    - iii. Specifications Table of Contents for all disciplines.
  - b. **Engineer’s Opinion of Probably Construction Cost** – An opinion of probable construction cost and total project cost, based upon 30% drawings and specifications, will be furnished to the Owner and review agencies. Periodic (as often as monthly) updates of the project costs between WP and the City can be scheduled. WP will keep the City informed of project cost changes that will impact project cost.
  - c. **Design Meetings** – The Engineer will meet at reasonable and customary intervals to provide close liaison with the Owner, the State of Vermont Department of Environmental Conservation (VTDEC) and other recognized authorities having jurisdiction regarding the engineering phases of the project.
    - i. Kick-off meeting
    - ii. 30% review meeting

- iii. Weekly or bi-weekly meetings (depending on project status) will be held between WP and City to coordinate information requests and solicit City feedback on design alternatives.

**3. CMAR GC Procurement – A not to exceed budget has been identified for this task.**

- a. Request for Qualifications (RFQ) – The Engineer will develop a draft RFQ for selection of a Construction Management contractor for pre-construction and construction services for the Stage 1 Upgrade at the Main WWTF. The draft RFQ will be provided to the City for administrative, engineering, and legal review and comment. The RFQ will include: general project information, project sequencing requirements, project funding information, proposal format/submission requirements, and selection criteria.
- b. Pre-submission Meeting – The Engineer will facilitate an on-site meeting for interested RFQ candidates, including development of an agenda, site tour, and development of meeting minutes.
- c. RFQ Selection Process – The Engineer will answer questions submitted by RFQ candidates regarding project design, construction sequencing, or other applicable topics.

**4. Special Services**

- a. Permitting Assistance – Begin coordination efforts with VTDEC regarding anticipated Act 250 Permit amendments required because of the proposed upgrade to define the permitting scope for the next phase. A not to exceed budget has been identified for this task.
- b. Funding Assistance – The Engineer will provide assistance and coordination with funding agencies and with potential applications to new funding sources. A not to exceed budget has been identified for this task.

**Work Not Included in Scope** – The following tasks are not included in the scope of work and could be provided, if necessary, via future addendum.

- Boundary survey
- Permitting assistance beyond tasks identified in the scope of work.
- Design of additional project elements not identified in the recommended project as outlined in the Preliminary Engineering Report.
- Asbestos, lead and PCB survey of existing buildings where construction impacts are anticipated.
- Completion of Act 250 permitting.

## Board of Finance and City Council Submission Checklist

Version: April 2025

Department: DPW-Water Resources      Submitter: Martin Lee

Title/Subject: Stage 1 Wastewater Treatment Plant Improvements 35% Final Design and Loan

Approval Requested:	Meeting Date:
<input checked="" type="checkbox"/> Board of Finance	6/16/2025
<input checked="" type="checkbox"/> City Council	6/23/2025
<input type="checkbox"/> Both BOF and Council	Click or tap to enter a date.

### Instructions

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a sign-off was received until it has actually been obtained.
4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	6/9/2025	Chapin Spencer
Mayor's Office	Yes	6/11/2025	Erin Jacobsen
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	6/9/2025	Erik Ramakrishnan
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	6/9/2025	Erik Ramakrishnan
CAO for budget, financing, and memo	Choose an item.	6/10/2025	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

**Resolution Relating to**

AUTHORIZATION FOR BURLINGTON ELECTRIC  
DEPARTMENT REVENUE REFUNDING BONDS

**RESOLUTION** \_\_\_\_\_

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

**CITY OF BURLINGTON**

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

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

1 That WHEREAS, the City has previously authorized and issued its \$12,000,000 Electric System Revenue  
2 Bonds, 2014 Series A (the “2014 Bonds”) for the purpose of financing the acquisition of the Winooski One  
3 Hydroelectric Facility by the Burlington Electric Department (“BED”); and

4 WHEREAS, pursuant to Section 228 and Section 436 of the City Charter, the City Council has the  
5 authority to issue revenue refunding bonds to currently refund the 2014 Bonds; and

6 WHEREAS, BED and the City have discussed with the Vermont Bond Bank the possibility of issuing  
7 such revenue refunding bonds to the Vermont Bond Bank in an effort to reduce transaction costs and, through  
8 utilizing the State’s general credit rating, lower interest costs on such refunding bonds;

9 NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 228 and Section 436 of the City  
10 Charter, as amended, the City Council hereby approves the issuance of electric revenue refunding bonds, to be  
11 issued in one or more series (referred to as the 2025 Series A Bonds), in the aggregate principal amount not  
12 exceeding \$6,544,000 (the “Bonds”) for the current refunding of all or a portion of the 2014 Bonds; and

13 BE IT FURTHER RESOLVED, that in order to authorize the issuance of such Bonds under the BED  
14 General Bond Resolution adopted October 7, 1981 (as amended to the date hereof, the “General Bond  
15 Resolution”), the City Council hereby approves Supplemental Resolution No. 18, adopted by the Board of  
16 Electric Commissioners (the “BED Board”), a copy of which is attached hereto (“Supplemental Resolution  
17 No. 18”), and authorizes the series certificate referenced in Supplemental Resolution No. 18 (the  
18 “Series Certificate”), to be executed and delivered by the General Manager of BED and the Mayor, Chief  
19 Administrative Officer, or Director of Finance prior to the issuance of the Bonds as provided in Supplemental  
20 Resolution No. 18, each with such changes and completion of information as may be approved by the Mayor,  
21 the Chief Administrative Officer, the Director of Financial Operations, or the General Manager of BED; and

22 BE IT FURTHER RESOLVED, that the Bonds may be issued and sold to the Vermont Bond Bank, or  
23 in a private placement, public offering, competitive sale, or negotiated sale with one or more underwriters or  
24 underwriting firms, and may be issued on a taxable or tax-exempt basis, and the City may enter into a bond

**Resolution Relating to** AUTHORIZATION FOR BURLINGTON ELECTRIC DEPARTMENT  
REVENUE REFUNDING BONDS

25 purchase agreement or loan agreement with the Vermont Bond Bank, lender, or underwriter, as the case may  
26 be, for such purpose; and

27 BE IT FURTHER RESOLVED, that if the Bonds are issued to the Vermont Bond Bank, the Bonds  
28 shall be subject to the rights of the Vermont Bond Bank, including the rights set forth in Title 24, Chapter 119  
29 of the Vermont Statutes Annotated; and

30 BE IT FURTHER RESOLVED, that in the event that the true interest cost of the 2025 Series A Bonds  
31 would exceed six and one half percent (6.50%) per annum, the prior approval of the Board of Finance of the  
32 City Council shall be required for the issuance of the Bonds; and

33 BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of  
34 Finance, and the General Manager of BED are, and each one of them is, hereby authorized and directed to  
35 prepare one or more Official Statements of the City as they deem necessary in the City’s best interest. The  
36 Mayor, the Chief Administrative Officer, the Director of Finance, and the General Manager of BED are, and  
37 each one of them is, hereby authorized to execute and deliver one or more final Official Statement and to  
38 execute and deliver such agreements, including one or more bond purchase agreement with the underwriter or  
39 underwriters for the Bonds, continuing disclosure certificates, certificates as to use of proceeds, the Series  
40 Certificate, escrow agreement, and all other documents, agreements and instruments necessary or convenient  
41 in connection with the issuance of the Bonds; and

42 BE IT FURTHER RESOLVED that, if in the opinion of the Chief Administrative Officer or the  
43 General Manager of BED, it is desirable and in the City’s best interest to obtain bond insurance for the Bonds,  
44 the Mayor, the Chief Administrative Officer, the Director of Finance, and the General Manager of BED are,  
45 and each one of them is, hereby authorized, to enter into such agreements and instruments with the bond  
46 insurer in order to obtain bond insurance for the Bonds; and

47 BE IT FURTHER RESOLVED that it is the official intent of the City Council that BED may  
48 reimburse some capital expenditures made for BED and the City, an amount not to exceed \$5,000,000 in the  
49 aggregate, with the proceeds of tax-exempt bonds as authorized by the voters of the City at a special meeting  
50 of the City held November 5, 2024, in accordance with the requirements of Section 1.150-2 of the Treasury  
51 Regulations adopted under the Internal Revenue Code of 1986, as amended. The City reasonably expects on  
52 the date hereof that it will reimburse such expenditures with the proceeds of tax-exempt bonds as so  
53 authorized by the voters; and

54 BE IT FURTHER RESOLVED that the City’s Chief Administrative Officer, the Director of Finance,  
55 and the General Manager of BED are each further authorized to declare additional official notices of intent to

56 reimburse capital expenditures made in furtherance of such capital improvements for the City and its  
57 departments with the proceeds of tax-exempt bonds.

58

59 *TM/Resolutions 2025/Authorization for Burlington Electric Department Revenue Refunding Bonds*

60 6/11/25



To: Burlington Board of Finance  
Burlington City Council

From: Darren Springer, General Manager  
Emily Stebbins-Wheelock, CFO and Manager of Strategy & Innovation

Date: June 16, 2025

Re: Refunding of 2014 Series A Electric System Revenue Bonds and Authorization to Reimburse Capital Projects Related to Net Zero Energy & Grid Reliability Revenue Bond

The Burlington Electric Department (“BED”) respectfully requests Board and Council approval of the attached Resolution prepared by the City’s bond counsel, Paul, Frank & Collins, authorizing (1) the refunding of certain BED revenue bonds and (2) the reimbursement of up to \$5 million in capital expenditures with the proceeds of the to-be issued tax-exempt Net Zero Energy & Grid Reliability revenue bonds authorized by voters in November, 2024.

### **Refunding authorization**

In 2014 the City of Burlington authorized and issued \$12,000,000 in Electric System Revenue Bonds, 2014 Series A, on behalf of BED for the purpose of financing the acquisition of the Winooski One Hydroelectric Facility. That bond issuance provided that the 2014A bonds maturing on or after July 1, 2025 may be redeemed at the option of the City, allowing for potential refunding of those obligations.

As of July 1, 2025, the amount of principal remaining to be potentially refunded is \$6,544,000. The Vermont Bond Bank has provided BED with a pro forma analysis of refunding that shows a net present value savings of \$168,256.76, net of \$35,000 in issuance costs. BED and the City are planning to issue these refunding bonds to the Vermont Bond Bank to reduce transaction costs and take advantage of the State of Vermont’s general credit rating to lower interest costs.

**Burlington Electric Department**  
585 Pine Street Burlington, VT 05401  
burlingtonelectric.com  
Phone (802) 865-7300

Bond counsel has also prepared Supplemental Resolution No. 18 to the BED General Bond Resolution adopted October 7, 1981 (as amended), which is attached to the proposed Council Resolution, to authorize the issuance of these refunding bonds. Although the Resolutions provide the flexibility for the City to issue these bonds either through the Vermont Bond Bank or in a private placement, public offering, competitive sale, or negotiated sale, our financial advisors, PFM, have expressed that in their opinion there would be no savings with a traditional bond transaction in the current market and that it makes the most sense to move forward with the Vermont Bond Bank. The Resolutions also require prior approval of the Board of Finance if the true interest cost of these refunding bonds exceeds 6.50%.

The Burlington Electric Commission will vote on Supplemental Resolution No. 18 at its June 11, 2025 meeting.

**Reimbursement authorization**

On November 5, 2024, voters approved the \$20 million Net Zero Energy & Grid Reliability Revenue Bond proposal. In BED’s proposed budget for FY26, there are \$8.9 million of capital projects that are intended to be funded by the new Revenue Bond, and the attached Resolution authorizes expenditure for up to \$5 million on those projects with an intent to reimburse from the proceeds of the tax-exempt Revenue Bond when issued in late winter or spring of 2026. (BED is currently planning to issue the Net Zero Energy & Grid Reliability Revenue Bond through the Vermont Bond Bank in its “winter” sale in February or March 2026, and will seek Council authorization of the issuance in late 2025 or early 2026.) This Resolution helps BED responsibly manage capital expenditures and cash flows in anticipation of the Revenue Bond issuance, in line with our FY26 budget, and ensures BED’s compliance with IRS regulations pertaining to the use of proceeds from tax-exempt obligations to reimburse a previously paid capital expenditure.

BED staff and bond counsel will be present at the Board of Finance and City Council meetings on June 16, 2025, if you have any questions. We appreciate the Board and Council’s consideration of this Resolution.

CITY OF BURLINGTON, VERMONT

Board of Electric Commissioners

SUPPLEMENTAL RESOLUTION NO. 18

BE IT RESOLVED, by the Board of Electric Commissioners of the City of Burlington, Vermont (the "City") as follows:

**Section 1**  
**Authorization**

The Board of Electric Commissioners (the "Board") has previously authorized and issued \$12,000,000 Electric System Revenue Bonds, 2014 Series A (the "2014 Bonds"). The Board hereby authorizes the issuance of revenue bonds as the "2025 Series A Bonds" (such series, the "2025 Bonds") in the aggregate principal amount not to exceed \$6,544,000 to provide for the current refunding of all of the outstanding 2014 Bonds. The Board deems the issuance of revenue bonds as hereby authorized to be in the public interest.

The 2025 Bonds are to be issued pursuant to this Supplemental Resolution. It is presently estimated that the aggregate principal amount to be issued for the purpose of financing and refinancing various improvements to the Electric Plant is \$6,544,000.

It is further estimated that the 2025 Bonds will be payable, by serial maturities, as a term bond, or sinking fund installments or a combination of both, in the years 2025-2035, both dates being approximate.

It is expected that the 2025 Bonds will be issued to the Vermont Bond Bank (the "Bond Bank") through its pooled loan program, or may be issued through a public offering or a private placement in the event that the City's Mayor or Chief Administrative Officer determines that such an offering would be more advantageous to the City than the sale to the Bond Bank.

By adoption of one or more series certificates (the "Series Certificates") to be delivered by the Mayor or Chief Administrative Officer for the City and the General Manager of the Electric Department at the time of and in connection with the sale of the 2025 Bonds, the City's Mayor or Chief Administrative Officer and the General Manager of the Electric Department shall award the 2025 Bonds to the Bond Bank or the purchaser thereof and shall complete this supplemental resolution by insertion of the dates, maturities, principal amounts, interest rates, interest payment dates, redemption provisions, the amounts of proceeds of the 2025 Bonds, the inclusion of provisions for bond insurance, and any other terms and provisions which do not materially alter the substance of the transaction authorized hereby, all of which are to be determined by the City's Mayor or Chief Administrative Officer and the General Manager of the Electric Department and set forth in the Series Certificate; provided, however, that if the true interest cost of the 2025 Bonds would exceed six and one-half Percent (6.50%) per annum, the prior approval of the Board of Finance of the City Council shall be required.

## **Section 2** **Definitions**

(a) Except as provided in subsection (b) of this Section or unless the context clearly indicates some other meaning, the terms used in this Supplemental Resolution which are defined in the General Bond Resolution (the “General Bond Resolution”) adopted by the Board on October 7, 1981, as amended and supplemented, have the same meaning in this Supplemental Resolution as in the General Bond Resolution. The General Bond Resolution as amended or supplemented from time to time by Supplemental Resolutions is hereinafter referred to as the “Resolution.”

(b) In this Supplemental Resolution, unless a different meaning clearly applies from the context, the following terms shall have the respective meanings given as follows:

“Bond Insurer” means, if the 2025 Bonds are to be insured, such Bond Insurer as identified in the Series Certificate, or any successor thereto or assignee thereof.

“Bond Insurance Policy” means the insurance policy, if any, issued by the Bond Insurer guaranteeing the scheduled payment of principal of and interest on the Insured Bonds when due.

“Insured Bonds” means, if any, the 2025 Bonds designated in the Series Certificate

“Insured Bondholder” means the Bondholder of an Insured Bond.

“Series Certificate” has the meaning given in Section 1 of this Supplemental Resolution.

## **Section 3** **Authorization of 2025 Bonds**

There is hereby authorized to be issued a Series of Bonds designated “Electric System Revenue Refunding Bonds, 2025 Series A” in the aggregate principal amount not to exceed \$6,544,000. The 2025 Bonds shall be issued to (1) currently refund the outstanding 2014 Series A Bonds, and (2) pay the costs of issuance of the 2025 Bonds. The 2025 Bonds shall bear interest at the rates per annum and shall mature on July 1 in each of the years and in the principal amounts as provided in the Series Certificate. The 2025 Bonds may include both Serial Bonds and Term Bonds as provided in the Series Certificate.

The 2025 Bonds shall be issued only as fully-registered bonds in minimum denominations of \$5,000 and in any whole multiple thereof. If the 2025 Bonds are issued to the Bond Bank, the denominations may be \$1,000 or such other amount as established by the City under the loan agreement with the Bond Bank. The 2025 Bonds shall each be dated the date of issuance, and shall, for each series, be numbered in numerical order from R-1 upwards in chronological order as issued.

The 2025 Bonds shall bear interest from the date of issuance, payable on such dates as set forth in the Series Certificate. Interest shall be paid by the Bond Trustee by check or draft mailed to the registered owner at the owner’s address as it appears on the registration books kept pursuant to the Resolution. The principal of and premium, if any, on the 2025 Bonds shall be payable at the corporate trust office of the Bond Trustee.

The 2025 Bonds, registration provisions and forms of authentication and assignment pertaining thereto shall be in substantially the form set forth in Section 6 hereof, with necessary or appropriate variations, omissions and insertions which are incidental to their numbers,

denominations, maturities, interest rates, paying agencies, registration provisions, redemption provisions and other details.

#### **Section 4** **Redemption of 2025 Bonds**

*Optional Redemption:* To the extent set forth in the Series Certificate, the 2025 Bonds may be subject to redemption prior to maturity at the option of the City in whole or in part (and if in part, in such order of their maturities as the City in its discretion may determine), on any date, from any available moneys, all as shall be provided in the Series Certificate.

*Mandatory Sinking Fund Redemption:* To the extent set forth in the Series Certificate, the 2025 Bonds that are Term Bonds (if any) may be subject to mandatory redemption at the principal amount of the 2025 Bonds to be redeemed plus accrued interest to the date of redemption in the years and amounts as provided in the Series Certificate.

There is reserved the right to redeem the 2025 Bonds as a whole or in part at any time in any order of maturity and any amounts within maturities, but only from moneys available for such purpose in the Special Redemption Fund established by the Resolution, upon payment of the principal amount thereof together with the interest accrued thereon to the date fixed for redemption.

#### **Section 5** **Notice of Redemption of 2025 Bonds**

Notice of intention to redeem shall be given by the Bond Trustee at least 30 days but not more than 60 days before the redemption date by mail, postage prepaid, to the owners of any 2025 Bonds which are to be redeemed. Failure to mail any such notice or any defect in such notice shall not affect the validity of the proceedings for such redemption with respect to the owners to whom such notice was so given. If any 2025 Bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such Bond, a new 2025 Bond or 2025 Bonds in principal amount equal to the unredeemed portion of such Bond and of the same series and maturity and bearing interest at the same rate will be issued.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Bond Trustee on or prior to the redemption date of moneys sufficient to pay the principal of and premium, if any, and interest on such 2025 Bonds to be redeemed and that if such moneys are not so received, such notice shall be of no force or effect and such 2025 Bonds shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal of and premium, if any and interest on such 2025 Bonds are not received by the Bond Trustee on or prior to the purported redemption date, the redemption shall not be made, and the Bond Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

If less than all of the 2025 Bonds of any one maturity shall be called for redemption, the particular 2025 Bonds or portions thereof to be redeemed shall be selected by the Bond Trustee in such manner as the City in its discretion may determine; provided, however, that the portion of any 2025 Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof

and that, in selecting 2025 Bonds for redemption, each 2025 Bond shall be considered as representing that number of 2025 Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. So long as a book-entry system is used for determining beneficial ownership of the 2025 Bonds, if less than all of the 2025 Bonds within a maturity are to be redeemed, DTC and the DTC participants shall determine which of the 2025 Bonds within a maturity are to be redeemed by lot.

**Section 6**  
**Form of 2025 Bonds**

The 2025 Bonds, registration, exchange and transfer provisions and forms of authentication and assignment pertaining thereto shall be in substantially the form set forth below, with necessary or appropriate variations, omissions and insertions which are incidental to their numbers, denominations, maturities, interest rate and other details, including provisions for Bond Insurance, if the 2025 Bonds are to be insured:

*[Form of 2025 Bond Follows]*

No. R-

\$

UNITED STATES OF AMERICA  
STATE OF VERMONT  
CITY OF BURLINGTON ELECTRIC SYSTEM REVENUE REFUNDING BOND  
2025 SERIES A

Maturity Date: \_\_\_\_\_  
Interest Rate: \_\_\_\_\_ % Per annum  
Bond Date: [ \_\_\_\_\_ ]  
Registered Owner: Cede & Co.  
Principal Amount: \_\_\_\_\_ Dollars  
CUSIP: \_\_\_\_\_

The City of Burlington, Vermont (the “City”), for value received, promises to pay to the Registered Owner of this bond, or registered assigns, but solely from the Revenues provided under the Resolution mentioned in this bond, on the Maturity Date, the Principal Amount, upon presentation and surrender hereof, and to pay interest, but solely out of the Revenues, at the Interest Rate on such Principal Amount from the most recent [ \_\_\_\_\_ ] 1 or [ \_\_\_\_\_ ] 1 to which interest has been paid or duly provided for or, if no interest has been paid, from the Bond Date, payable on [ \_\_\_\_\_ ] 1, 20[ \_\_\_\_\_ ] and semi-annually on the first day of [ \_\_\_\_\_ ] and [ \_\_\_\_\_ ] in each year thereafter until payment of such Principal Amount, and, to the extent permitted by law, interest on overdue interest at the same rate. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The principal or redemption price of and interest on this bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts. The principal or redemption price of this bond shall be payable at the corporate trust office of Zions Bancorporation, National Association, in the City of Chicago, Illinois, the Bond Trustee under the Resolution, or its successor in trust. Interest on this bond shall be payable by check or draft mailed to the Registered Owner at its address appearing on the registration books of the City kept for that purpose at the corporate trust office of the Bond Trustee, determined as of the close of business on the applicable record date. The record date for payment of interest shall be the fifteenth day of the month next preceding the date on which the interest is to be paid or, if such fifteenth day is not a business day, the next preceding business day, provided that, with respect to overdue interest or interest payable on redemption of this bond other than on an interest payment date or interest on any overdue amount, the Bond Trustee may establish a special record date. The special record date may not be more than 20 days before the date set for payment. The Bond Trustee will give notice of a special record date by mailing a copy of such notice to the registered owners of all the Bonds outstanding at least 10 days before the special record date or in such other time and manner as the Bond Trustee may deem appropriate.

This bond is one of a series of bonds aggregating [ \_\_\_\_\_ ] Dollars (\$[ \_\_\_\_\_ ]) in principal amount, issued by the City for the purposes of its Electric Plant pursuant to No. 298 of the Vermont Acts of 1953 as amended and a Resolution duly adopted by the Board of Light Commissioners of the City on October 7, 1981 (as supplemented and amended by one or more

supplemental resolutions including a supplemental resolution duly adopted by the Board on [     ], 2025). Bonds may be issued under the Resolution in one or more series from time to time.

This bond is issued pursuant to Section 436 of the City Charter and does not constitute an indebtedness of the City but is payable solely from the revenues of the City's electric plant.

Reference is made to the Resolution (as supplemented and amended) for, among other things, definitions of terms; the nature and extent of the security for the Bonds; the covenants securing the Bonds; the properties constituting the Electric Plant of the City; the manner of enforcement of the pledge; the terms and conditions upon which additional Bonds may be issued; the conditions upon which the Resolution may be amended or supplemented with and without the consent of the holders of the Bonds; acceleration of principal in the event of default; remedies and limitations of remedies; and the terms upon which Bonds may no longer be secured by the Resolution if sufficient moneys or specified securities are deposited with the Bond Trustee in trust for their payment. Copies of the Resolution (including any supplemental resolutions) may be inspected at the office of the Board of Electric Commissioners of the City and in the corporate trust office of the Bond Trustee.

The Bonds of this series are subject to redemption prior to maturity as a whole or in part at any time in any order of maturity and amounts within maturities determined by the City and by lot within a maturity, at a redemption price equal to 100 percent of the principal amount but only to the extent of moneys in the Special Redemption Fund, together with interest to the date fixed for redemption.

In the event this bond is called for redemption, notice shall be mailed not less than thirty (30) days prior to the redemption date, to the Registered Owner at the owner's address as shown on the books of registry. If this bond is of a denomination in excess of \$5,000, portions of the Principal Amount in the amount of \$5,000 or any multiple of \$5,000 may be redeemed. If less than all of the Principal Amount is to be redeemed, upon the surrender of this bond to the Bond Trustee there shall be issued to the Registered Owner hereof at the corporate trust office of the Bond Trustee, without charge, registered Bonds for the unredeemed balance of the Principal Amount. If this bond (or any portion) is duly called for redemption and notice is duly given, and if on or before the redemption date there are on deposit with the Bond Trustee or any paying agent for this bond sufficient funds to pay the redemption price and the interest on the principal amount redeemed to the date of redemption, this bond (or the portion to be redeemed) shall become due and payable upon the redemption date and interest shall cease to accrue from and after the redemption date on the principal amount to be redeemed. [In the event the Bonds of this series are issued to the Vermont Bond Bank, the denominations shall be such amount as set forth in the attached amortization schedule for payment of the Bonds.]

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Bond Trustee on or prior to the redemption date of moneys sufficient to pay the principal of and premium, if any, and interest on such Bonds to be redeemed and that if such moneys are not so received, such notice shall be of no force or effect and such Bonds shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal of and premium, if any and interest on such Bonds are not received by the Bond Trustee on or prior to the purported redemption date, the redemption shall not be

made, and the Bond Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

The Bonds of this series are issuable as fully registered bonds in denominations of \$5,000 or any integral multiple in excess thereof.

This Bond is transferable, subject to the limitations and upon the payment of the charges, if any, provided in the Resolution, at the corporate trust office of the Bond Trustee by the Registered Owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Trustee duly executed by the Registered Owner or the owner's duly authorized attorney, and thereupon the City shall issue in the name of the transferee a new registered bond or bonds of the same aggregate principal amount and series, interest rate and maturity as the surrendered bond. This bond may also be exchanged, alone or with other Bonds of the same series, interest rate and maturity, at the corporate trust office of the Bond Trustee, for a new Bond or Bonds of the same aggregate principal amount, series, interest rate and maturity, without transfer to a new registered owner, subject to the limitations and upon the payment of the charges, if any, provided in the Resolution.

The Bonds issued under the Resolution do not constitute an indebtedness of the City but are payable solely from and are equally and ratably secured by a pledge of the Revenues derived by the City from the ownership and operation of its Electric Plant.

The terms and provisions of this Bond and definitions of certain terms used herein are continued on the reverse side hereof and such continued terms and provisions and definitions shall for all purposes have the same effect as though fully set forth at this place.

This Bond shall not be valid unless the Certificate of Authentication hereon is signed by the Bond Trustee.

CITY OF BURLINGTON, VERMONT

By: \_\_\_\_\_  
Chief Administrative Officer

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Resolution mentioned in the Bond.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,  
as Bond Trustee

Date of Authentication:  
\_\_\_\_\_, 2025

By: \_\_\_\_\_  
Authorized Signature

For value received the undersigned sells, assigns and transfers this bond to

\_\_\_\_\_  
(Name and Address of Assignee)  
\_\_\_\_\_

\_\_\_\_\_  
Social Security or Other Identifying Number of Assignee

and irrevocably appoints \_\_\_\_\_ attorney-in-fact to transfer it on the books kept for registration of the bond, with full power of substitution.

\_\_\_\_\_  
NOTE: The signature of this assignment must correspond with the name as written on the face of the bond without alteration or enlargement or other change.

Dated:  
Signature Guaranteed:

\_\_\_\_\_  
Participant in a Recognized Signature Guarantee Medallion Program

By: \_\_\_\_\_  
Authorized Signature

**[STATEMENT OF INSURANCE]**

**Section 7**  
**Disposition of Proceeds of 2025 Bonds**

From the proceeds derived from the sale of the 2025 Bonds, including accrued interest and original issue discount and net original issuance premium (if any), after payment of the underwriter's discount and the bond insurance premium, if any, there shall be deposited:

(a) an amount of such proceeds as set forth in the Series Certificate shall be deposited with the Bond Trustee to be invested and applied together with sums transferred from the Debt Service Fund and the Debt Service Reserve Fund for the current refunding of the 2014 Bonds;

(b) an amount equal to the premium for any credit enhancement purchased for any or all of the 2025 Bonds, if applicable, shall be paid to the provider of such credit enhancement in immediately available funds, as set forth in the Series Certificate;

(c) with the Bond Trustee, the balance of the proceeds estimated by the City to be required to pay the expenses of issue related to the 2025 Bonds.

Any unused amount shall be transferred to the City and any remaining expenses of issue shall be paid by the City.

**Section 8**  
**Debt Service Reserve Fund; Debt Service Fund**

None of the proceeds of the 2025 Bonds are to be deposited in the Debt Service Reserve Fund. The Debt Service Reserve Fund will be fully funded to the Debt Service Reserve Fund Requirement upon issuance of the 2025 Bonds.

**Section 9**  
**Renewal and Replacement Fund**

The Renewal and Replacement Fund Requirement shall be maintained at \$867,000. No proceeds of the 2025 Bonds are to be deposited in the Renewal and Replacement Fund.

**Section 10**  
**Fuel Fund**

No provision is made by this Supplemental Resolution for deposits into the Fuel Fund.

**Section 11**  
**Tax Exemption**

The City hereby covenants and agrees to take all lawful action necessary to ensure that interest on the 2025 Bonds will remain excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code") and to refrain from taking any action which would cause such interest to become includable in gross income under the Code. Without limiting the foregoing, to the extent required to maintain the exclusion of interest on the 2025 Bonds from gross income under the Code, the City will file any information report and pay any rebate due to the United States in connection with the issuance of the 2025 Bonds and will restrict yield on investments of the proceeds of the 2025 Bonds and of moneys held in funds

and accounts under the Resolution and allocable to the 2025 Bonds, all in accordance with the directions of Bond Counsel to the City which may be given from time to time. The City's Chief Administrative Officer, Director of Finance, and each of the General Manager and Chief Financial Officer of the Burlington Electric Department are hereby authorized and directed to execute and deliver from time to time, on behalf of the City, such certificates, instruments and documents as shall be deemed necessary or advisable to evidence compliance by the City with the Internal Revenue Code and the applicable regulations of the United States Treasury promulgated under the Internal Revenue Code, with respect to the investment and use of the proceeds of the 2025 Bonds.

## **Section 12** **Official Statement**

To the extent applicable as determined by the Chief Administrative Officer or the General Manager of the Burlington Electric Department, the City hereby authorizes an Official Statement, to be completed with such insertions and with such modifications as the Chief Administrator or the General Manager of the Burlington Electric Department, upon the advice of counsel and bond counsel to the City, approves. To the extent applicable, the City hereby ratifies its approval of the Preliminary Official Statement relating to the 2025 Bonds, its authorization of the use of the Preliminary Official Statement by the initial purchasers of the 2025 Bonds and its deeming of the Preliminary Official Statement "final" for purposes of Rule 15c2-12 of the Securities Exchange Commission.

## **Section 13** **Continuing Disclosure**

The City hereby authorizes and approves a Continuing Disclosure Undertaking with respect to the 2025 Bonds, under which the City will be obligated to provide financial information, operating data and financial statements with respect to the City and the Burlington Electric Department, notice of certain events if material, and certain other notices, to nationally recognized municipal securities information repositories and others, all as described therein.

## **Section 14** **Certain Findings and Determinations**

The Board of Electric Commissioners hereby finds and determines as follows:

(a) No bonds have heretofore been issued under the Resolution except (1) the \$8,050,000 Electric System Revenue Bonds, 1981 Series A, dated November 1, 1981, (2) the \$55,950,000 Electric System Revenue Bonds, 1982 Series A, dated June 1, 1982, (3) the \$71,095,000 Electric System Revenue Refunding Bonds, 1983 Series A, dated March 1, 1983, (4) the \$70,765,000 Electric System Revenue Bonds, 1986 Series A, dated September 1, 1986, (5) the \$35,285,000 Electric System Revenue Bonds, 1992 Series A, (6) the \$5,615,000 Electric System Revenue Bonds, 1992 Series B (Taxable), (7) the \$54,475,000 Electric System Revenue Refunding Bonds, 1996 Series A, (8) the \$10,995,000 Electric System Revenue Refunding Bonds, 2001 Series A, (9) the \$22,875,000 Electric System Revenue Refunding Bonds, 2002 Series A, (10) the \$10,000,000 Electric System Revenue Bonds, 2004 Series A, (11) the \$8,775,000 Electric System Revenue Bonds, 2011 Series A dated October 13, 2011, (12) the \$3,135,000 Electric System Revenue Bonds, 2011 Series B (Taxable), dated October 13, 2011, (13) the \$12,000,000 Electric

System Revenue Bonds, 2014 Series A dated August 28, 2014, (14) the \$5,820,000 Electric System Revenue Refunding Bonds, 2014 Series B dated August 28, 2014, (15) the \$4,010,000 Electrical System Revenue Refunding Bonds, 2017 Series A dated December 20, 2017, (16) the \$5,410,000 Taxable Electrical System Revenue Refunding Bonds, 2017 Series B dated December 20, 2017, and (17) the \$18,045,000 Electric System Revenue Bonds, 2022 Series A (Net Zero Energy Projects) dated April 5, 2022.

(b) other than the 2014 Series A Bonds and the 2022 Series A Bonds there are no outstanding bonds, notes or other evidences of indebtedness payable from and secured by a lien on or pledge or charge upon the Revenues pledged under the Resolution.

### **Section 15** **Consent to Supplemental Resolution No. 16**

Each purchaser of a 2025 Bond and/or any future series of bonds issued under the Resolution by the initial purchaser(s) thereof shall be deemed to constitute consent to Supplemental Resolution No. 16, the amendment to the General Bond Resolution, and the terms and conditions contained therein.

### **Section 16** **Bond Insurance**

In the event that the Mayor, Chief Administrative Officer, and Electric Department's General Manager determine that it is in the best interest of the City to obtain bond insurance for the 2025 Bonds, the Mayor, Chief Administrative Officer, and Electric Department's General Manager may include provisions in the Series Certificates as may be reasonably required by the Bond Insurer providing the Bond Insurance Policy to insure the payment of principal and interest on the 2025 Bonds (or any maturity thereof).

### **Section 17** **Award of Bonds; Preliminary Official Statement and Official Statement; Further Action**

The City's Mayor, Chief Administrative Officer, and Director of Finance, and the Electric Department's General Manager, are, and each of them hereby is, authorized either singly or together:

(a) to execute and deliver a loan application and a loan agreement with the Bond Bank, in such form as the signing officer shall approve;

(b) if the 2025 Bonds are not issued to the Bond Bank, to execute and deliver the Bond Purchase Agreement submitted by the purchaser or underwriter of the 2025 Bonds, in form and substance satisfactory to the Chief Administrative Officer or Director of Finance of the City or the General Manager of the Electric Department, and hereby approved with such changes therein as the signing officer may approve, the execution thereof constituting conclusive evidence of the approval of the Board of such changes in accordance with this Supplemental Resolution;

(c) if applicable, to prepare, make public and deliver to and authorize distribution by the underwriter of the 2025 Bonds to prospective purchasers and investors of a Preliminary Official Statement relating to the 2025 Bonds, as may be amended or supplemented as may be approved

by the Chief Administrative Officer, the Director of Finance, and the Electric Department's General Manager. The City Council hereby authorizes the Chief Administrative Officer, the Director of Finance, or the Electric Department's General Manager, acting singly, to deem such Preliminary Official Statement, as approved by the Chief Administrative Officer, the Director of Finance, or the Electric Department's General Manager, final, as such term is used in Section (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), except for the omission of certain information permitted by the Rule;

(d) if applicable, to prepare, make public, execute and deliver to and authorize distribution by the underwriter of the 2025 Bonds copies of an Official Statement substantially in the form of the Preliminary Official Statement after the same has been completed by the insertion of the rates and other data with respect to the 2025 Bonds and by making such other changes or corrections as the signing officer or officers may approve, such officer's or officers' execution to be conclusive evidence of such approval;

(e) if required in connection with the issuance of the 2025 Bonds, to execute and deliver a Continuing Disclosure Agreement, with such changes or corrections as the signing officers or officers may approve, such officer's or officers' execution to be conclusive evidence of such approval;

(f) to enter into such agreements to obtain a Credit Facility to be credited to the Debt Service Reserve Fund in lieu of the deposit of moneys or in substitution of moneys previously deposited in the Debt Service Reserve Fund in accordance with the Resolution; and

(g) to execute such other documents, enter into such covenants and take such other actions as are necessary or advisable to effect the issuance and delivery of the 2025 Bonds and the application of the proceeds thereof in accordance with the provisions of this Supplemental Resolution.

To the extent applicable, the Preliminary Official Statement is hereby deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), except for the omission of information permitted to be omitted under the Rule. Consent is also hereby given to the use by the underwriter of the 2025 Bonds (if applicable) of the final Official Statement in connection with the sale of the 2025 Bonds and the distribution of copies to those who may become purchasers of the 2025 Bonds.

## **Section 18**

### **Delegation to Mayor, Chief Administrative Officer, and General Manager**

The City and the Board have determined that flexibility is required with respect to the offering and award of the 2025 Bonds in order to attain the lowest interest cost with respect to the 2025 Bonds. Accordingly, the City and the Board have decided to delegate certain authority relating to the sale and issuance of the 2025 Bonds to the City's Mayor and Chief Administrative Officer and the Electric Department's General Manager. To provide greater specificity regarding the scope of such delegation, the City hereby delegates to the Mayor, Chief Administrative Officer and Electric Department's General Manager the power to do and carry out the following, subject to the limitations contained below:

- (a) To determine the aggregate principal amount of the 2025 Bonds, in an amount not to exceed the amount authorized under the section captioned, "Authorization" hereof, and to determine that the proceeds to be derived from the issuance of such

Bonds will be sufficient for the related purposes described in Section 7 of this Resolution;

- (b) To determine the maturities and maturity amounts of each Series of the 2025 Bonds and the dates for the payment of interest on the 2025 Bonds;
- (c) To determine which 2025 Bonds, if any, are to be designated as Serial Bonds and which 2025 Bonds, if any, are to be designated as Term Bonds, and to determine the sinking fund requirements for any such term Bonds;
- (d) To determine the interest rate or rates for the 2025 Bonds, subject to the limitations set forth in Section 1 hereof;
- (e) To determine the redemption provisions of the 2025 Bonds in accordance with the provisions of Section 4 hereof;
- (f) To determine the dated date of the 2025 Bonds;
- (g) To determine the date or dates of sale and issuance of the 2025 Bonds;
- (h) To determine whether the 2025 Bonds, or any portion thereof, shall benefit from the issuance of a insurance policy or other form of credit enhancement;
- (i) If a form of credit enhancement supports the payment of the principal of and interest on all or a portion of the 2025 Bonds, to accept provisions which are a condition precedent to the issuance of the form of credit enhancement to the extent such provisions are not inconsistent with the Bond Resolution;
- (j) If the 2025 Bonds are issued to the Bond Bank, to provide for direct payment of principal and interest to the Bond Bank as the holder of the 2025 Bonds;
- (k) To designate additional Authorized Officers of the City under the Resolution; and
- (l) To determine such other provisions of the 2025 Bonds as the Chief Administrative Officer or the Director of Finance shall deem to be in the best interest of the City.

The Mayor or Chief Administrative Officer for the City, and the General Manager for the Electric Department shall execute a Series Certificate evidencing determinations or other actions taken pursuant to the authority granted hereby, and such Certificate shall be conclusive evidence of the action or determination of the Mayor, Chief Administrative Officer, and Electric Department's General Manager as stated therein.

## Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Burlington Electric Dept      Submitter: Emily Stebbins-Wheelock  
Refunding of 2014 Series A Electric System Revenue Bonds and  
Authorization to Reimburse Capital Projects Related to Net Zero Energy &  
 Title/Subject: Grid Reliability Revenue Bond

Approval Requested:	Meeting Date:
<input type="checkbox"/> Board of Finance	Click or tap to enter a date.
<input type="checkbox"/> City Council	Click or tap to enter a date.
<input checked="" type="checkbox"/> Both BOF and Council	6/16/2025

### Instructions

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a sign-off was received until it has actually been obtained.
4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	6/9/2025	Darren Springer
Mayor's Office	Yes	6/10/2025	Erin Jacobsen
Board/Commission	Yes	6/11/2025	On 6/11/25 meeting agenda
City Attorney's Office for memo and contracts or legal documents	Yes	6/11/2025	Jessica Brown
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	6/11/2025	Jessica Brown/bond counsel
CAO for budget, financing, and memo	Yes	6/9/2025	Katherine Schad
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.