



City Council

Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

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

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

1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda as follows: remove from the consent agenda item 6.12. New North End Sidewalk Scoping Study Approval - DPW (per DPW Director Spencer)

2. Executive Session (30 mins.)

Subject	2.1. Contract Update
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Executive Session (30 mins.)

Department Public Works Department

Type Action
Procedural

Recommended Action

1. Motion 1: Move that the Council find that premature general public knowledge of municipal contract negotiations would clearly place the City at a substantial disadvantage;
2. Motion 2: Based upon that finding, move that the Council go into executive session to receive confidential attorney-client communications, 1 VSA §313(a)(1)(A), regarding contracts, including representatives from the Mayor's Office, City Attorney's Office, and Department of Public Works.

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

Subject 3.1. Verbal Comments

Meeting June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

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

Department Council and Board

Type Action
Procedural

Recommended Action open Public Forum
close Public Forum

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

Subject 4.1. Verbal reports

Meeting June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 4. Mayor - General City Affairs (to include Climate and Public Health & Safety Emergency Updates: up to 10 mins.)

Department Council and Board

Type Information

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

Subject 5.1. Verbal reports

Meeting June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

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

Department Council and Board

Type Information

6. Consent Agenda

Subject **6.1. Motion to adopt the consent agenda (as amended) and take the actions indicated**

Meeting June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Consent Agenda

Department Council and Board

Type Action (Consent)
Procedural

Recommended Action Motion to adopt the consent agenda (as amended) and take the actions indicated

Subject **6.2. Accountability List - C/T**

Meeting June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication
Information

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

Subject **6.3. Annual Report of the Burlington Development Review Board**

Meeting June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Information
Report

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

Subject **6.4. Annual Report of the Burlington Conservation Board**

Meeting June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Consent Agenda

Department	Clerk/Treasurer's Office
Type	Action (Consent) Report
Recommended Action	waive the reading, accept the report and place it on file
Subject	6.5. Council Table at Juneteenth Event - Central District City Councilor Melo Grant
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Council and Board
Type	Action (Consent)
Recommended Action	to 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
Subject	6.6. Approval to Execute Master Lease - C/T
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	to approve and authorize Katherine Schad, Chief Administrative Officer, or designee to execute a Tax-Exempt Lease Purchase with Key Government Finance for the amount of \$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
Subject	6.7. Special Event Outdoor Entertainment Permit Application (July - August): Party on the Bricks, 5:30 pm - 8:00 pm, Church Street Marketplace
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Church St. Marketplace
Type	Action (Consent)
Recommended Action	approve the special event outdoor entertainment permit application (July - August) for Party on the Bricks, 5:30 pm - 8:00 pm, Church Street Marketplace

Subject	6.8. Special Outdoor Entertainment Permit Application (July 5): Burlington Odd Fellows, 1416 North Avenue, 1 pm - 7 pm
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the one day only special event outdoor entertainment permit application for Burlington Odd Fellows, 1416 North Avenue, July 5, 1 pm - 7 pm
Subject	6.9. Indoor and Outdoor Entertainment Permit Renewals (2025-2026): see attached list
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the 2025-2026 Indoor and Outdoor Entertainment Permit Renewals as listed with all standard conditions
Subject	6.10. Department of Public Works - 200 Church - Encumbrance Permit Request
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve the Encumbrance Application and License Agreement for the sidewalk located off, and the public sidewalk and parking stall located on the south side of South Union Street directly to the adjacent of 174 South Winooski for construction activities and equipment staging, and authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office
Subject	6.11. planBTV Walk Bike Safety Action Plan Approval - DPW
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Public Works Department
Type	Action (Consent)

Recommended Action We are respectfully requesting that the City Council approve the following motion:
The City Council approves the planBTW Walk Bike Safety Action Plan, as presented and recommended (see Attachment-1).
Background

Subject 6.12. New North End Sidewalk Scoping Study Approval - DPW **AGENDA ITEM REMOVED PER DPW DIRECTOR SPENCER**

Meeting June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Consent Agenda

Department Public Works Department

Type Action (Consent)

Recommended Action We are requesting the City Council approve the following motion: The City Council approves the recommended preferred alternatives for the New North End Sidewalk Scoping Study (see Attachment-1):

- Stanbury Road – Alternative 3: A concrete sidewalk behind the existing curb on the east side of the road, continuing the sidewalk from Dale Road.
- Green Acres Drive – Alternative 2: A seasonal painted pedestrian zone on the east/north side of the street, which will serve as a pilot to evaluate the potential for a future permanent sidewalk project.
- Cottage Grove/Loaldo Drive – Alternative 1: No Build.

Subject 6.13. Communication: Susan Rittenhouse, re: The Rock Point bridge construction over Bike Path

Meeting June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

Subject 6.14. Communication: Ned Ryerson, re: Ban

Meeting June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

Subject 6.15. Compassionate Action - A Vision for Change in Burlington Two Things Can Be True At Once - Businesses and Community

Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.16. BBA Letter in Support of Downtown Resolution
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.17. Annual Commission Report - BED
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Burlington Electric Department
Type	Action (Consent) Information Report
Recommended Action	waive the reading, accept the report and place it on file
Subject	6.18. Re-classification of the Housing Program Specialist in CEDO - CEDO
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	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

Subject	6.19. Early Termination of 62 Church Street (Whim Boutique) Lease - CSM
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Church St. Marketplace
Type	Action (Consent)
Recommended Action	The Church Street Marketplace Department respectfully requests that the City Council approve the following motion: To authorize the early termination of the lease agreement with the term concluding May 31, 2025 with Paradigm RE, LCC for retail operations at 62 Church Street subject to final review and approval by the City Attorney's Office.
Subject	6.20. Recertification of the FY24 City of Burlington Waterfront TIF District Report to the Vermont Economic Progress Council (VEPC) - C/T
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	to accept the staff report
Subject	6.21. Designation of Staff to Issue Municipal Tickets - BPD
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Police Department
Type	Action (Consent)
Recommended Action	to authorize Burlington Police Department to submit the attached designation form designating Lucas Nasta to the Vermont Judicial Bureau as a municipal official authorized to issue tickets for Burlington municipal code violations
Subject	6.22. Unlicensed Dogs and Wolf-Hybrids - C/T
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office

Type	Action (Consent) Communication
Recommended Action	to receive the communication and place it in the file
Subject	6.23. Request to execute a Non-Aeronautical Facility Lease Agreement with Beta Technologies for an industrial building located at 25 Customs Drive - Airport
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	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
Subject	6.24. FIO Documents
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information
Recommended Action	for information only
Subject	6.25. Ordinance: An Amendment to Appendix D, Sections 1 and 4, Updating Parks Rules and Regulations (PACC)
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent) Ordinance - First Reading
Recommended Action	first reading, waive the reading, suspend the rules, and place the amendment to Appendix D of Burlington City Ordinances as detailed in the attached ordinance form in all stages of passage
Subject	6.26. Resolution: Approving The Issuance Of Grant Anticipation Notes For The Costs Of Airport Improvement Projects (Board of Finance)

Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	6.27. Resolution: Authorization For Burlington Electric Department Revenue Refunding Bonds (Board of Finance)
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Burlington Electric Department
Type	Action (Consent) Resolution
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.

7. 2025 Board and Commission Appointments

Subject	7.1. 2025 Commission/Board Appointment Worksheet
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. 2025 Board and Commission Appointments
Department	Council and Board
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	7.2. Chittenden County Regional Planning Commission: Term Expires 06/30/27
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. 2025 Board and Commission Appointments
Department	Clerk/Treasurer's Office

Type	Action
Recommended Action	Andy Montroll is being re-appointed.
Subject	7.3. Chittenden County Regional Planning Commission - alternate: Term Expires 06/30/27
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. 2025 Board and Commission Appointments
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	Jonathan D. Chapple-Sokol is being appointed.
Subject	7.4. Church Street Marketplace Commission: Term Expires 06/30/28
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. 2025 Board and Commission Appointments
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	Mark Bouchett is being re-appointed.
Subject	7.5. Church Street Marketplace Commission: Term Expires 06/30/28
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. 2025 Board and Commission Appointments
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	Linda Magoon is being re-appointed.
Subject	7.6. Church Street Marketplace Commission: Term Expires 06/30/28
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. 2025 Board and Commission Appointments
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	Samuel Tolstoi is being re-appointed.

Subject **7.7. Church Street Marketplace Commission: Term Expires 06/30/28**
Meeting June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. 2025 Board and Commission Appointments

Department Clerk/Treasurer's Office

Type Action

Recommended Action

Subject **7.8. Fence Viewer: Term Expires 06/30/26**
Meeting June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. 2025 Board and Commission Appointments

Department Clerk/Treasurer's Office

Type Action

Recommended Action Vikas Mangipudi is being re-appointed.

Subject **7.9. Fence Viewer: Term Expires 06/30/26**
Meeting June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. 2025 Board and Commission Appointments

Department Clerk/Treasurer's Office

Type Action

Recommended Action Shay Totten is being re-appointed.

Subject **7.10. Fence Viewer: Term Expires 06/30/26**
Meeting June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. 2025 Board and Commission Appointments

Department Clerk/Treasurer's Office

Type Action

Recommended Action Charlie Giannoni is being appointed.

Subject **7.11. Green Mountain Transit Board: Term Expires 06/30/28**
Meeting June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	7. 2025 Board and Commission Appointments
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	Matt Kobzik is being appointed.
Subject	7.12. Housing Board of Review: Term Expires 06/30/28
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. 2025 Board and Commission Appointments
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	Joshua Wronski is being re-appointed.
Subject	7.13. Housing Board of Review: Term Expires 06/30/28
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. 2025 Board and Commission Appointments
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	Olivia Irene Taylor is being re-appointed.
Subject	7.14. Housing Board of Review: Term Expires 06/30/28
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. 2025 Board and Commission Appointments
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	Elizabeth (Betsy) McGavisk is being re-appointed.

8. Deliberative Agenda

Subject	8.1. Resolution: Designating Church Street As "Canada Street/Rue Canada" To Welcome Canadian Visitors And Welcome Tourism (Councilors McKnight, Barlow, Litwin, Schachter, Singh, Traverse, Neubieser, Kane, Broderick, Bergman, Carpenter)(20 mins.)
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	8. Deliberative Agenda
Department	Council and Board
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	8.2. Resolution: Impact Fees (Board of Finance)(20 mins.)
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	8.3. Public Hearing Regarding Setting Common Area Fees FY26
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Church St. Marketplace
Type	Action Public Hearing
Recommended Action	open Public Hearing close Public Hearing
Subject	8.4. Resolution: Allocation Method And Standards For Common Area Fee Formula, And Establishment Of Common Area Fees For The Church Street Marketplace For Fiscal Year 2026 (Councilor Singh)(20 mins.)
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Church St. Marketplace
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	8.5. Outdoor Entertainment Permit Application (2025-2026): August First, 61 Main Street
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	8. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the 2025-2026 Outdoor Entertainment Permit Application for August First, 61 Main Street with all standard conditions
Subject	8.6. Tobacco License Application (2025-2026): Bangkok Bistro in the Alley
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the 2025-2026 Tobacco License Application for Bangkok Bistro in the Alley
Subject	8.7. Tobacco License and Tobacco Substitute Endorsement License Applications (2025-2026): Citizen Cider
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the 2025-2026 Tobacco License and Tobacco Substitute Endorsement License Applications for Citizen Cider
Subject	8.8. Ordinance: Water Resources Affordability Rate Setting (DPW-Water Resources)(15 mins.)
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Public Works Department - Water Resources
Type	Action Ordinance - First Reading
Recommended Action	1. To waive and approve the first reading of the proposed ordinance regarding Water Resources affordability enhancements and to suspend the rules (2/3 vote) to refer the ordinance to the Transportation, Utilities and Energy Committee (TEUC) in lieu of the Ordinance Committee. 2. To refer to the proposed policy regarding Water Resources affordability enhancements to the TEUC.

Subject	8.9. FY26 Budget Memo Update - Mayor and CAO (25 mins.)
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Communication Information Discussion

9. Committee Reports

Subject	9.1. Verbal reports
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	9. Committee Reports
Department	Council and Board
Type	Information

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

Subject	10.1. Verbal reports
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	10. City Council President - Council Updates (up to 5 mins.)
Department	Council and Board
Type	Information

11. Adjournment

Subject	11.1. Motion to adjourn
Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	11. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

12. Informational and Non-Discrimination Statements

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

Meeting	June 16, 2025 - Regular City Council Meeting - Monday, June 16, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	12. Informational and Non-Discrimination Statements
Department	Council and Board
Type	Information



Office of Mayor Emma Mulvaney-Stanak

MEMORANDUM

To: City Council
From: Mayor Emma Mulvaney-Stanak
Date: June 16, 2024
Re: Boards and Commissions Appointment Process

Tonight, we will appoint community members to various Boards and Commissions to advise and oversee parts of city government. This is an annual process with some appointments being made solely by the City Council and others by the Mayor and City Council.

Our process for appointing community members has evolved over the years. When I was on city council in 2009-2013 an informal committee was created between political caucuses to negotiate a possible slate of candidates where all parties could agree on who to appoint. This helped to create a more efficient process during Council meetings given the large number of appointments. The process evolved to become a committee appointed by the Council President to handle all appointments (Council-only appointees, as well as Mayor-and-Council appointees) by allowing the Mayor to appoint a designee to the committee. The committee followed a similar process of negotiations to find mutual agreement to inform a slate. However, this year, the negotiation process varied from historical practice because of the sometimes-deferential treatment of incumbent candidates over non-incumbents for appointed positions.

As a woman and member of the LGBTQ community in elected office, I have seen and experienced barriers to serving in appointed roles and elected positions due to the power of incumbency and informal practices. It is a well-documented and researched factor that favors white, cisgendered, heterosexual men, because historically, all elected and appointed roles, at one time, were held only by people with those identities. We continue to improve representation to elected and appointed roles in recent decades, but we are still far away from proportional representation based on our population.

In the City of Burlington, many of our boards and commission lack proportional representation. We must do better. To do so, among other things, we must improve our process of appointments by examining the informal weight given to the applications of incumbents over non-incumbents' applications. As Mayor, in my Chartered role as presiding officer over the Mayor-and-City-Council appointments process, I will be proposing some more formal procedures for the otherwise informal negotiations around putting forth a "slate" of nominees. I encourage the Council to do the same for council-only nominations.

Together we can improve how our boards and commissions become more representative of our city and make sure underrepresented voices are heard in every part of city government.

CITY COUNCIL ACCOUNTABILITY LIST

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

Prepared by: Lori Olberg, Council and Licensing Coordinator

6/12/2025

	Meeting Date	Type of Document and Title	Action Requested	Updated Next Steps in the Process
1	2/6/2023	Communication re Ward 2/3 NPA Resolution to Name the New Shelburne Street Roundabout After Tony Redington and Resolution in Support of Big Heavy World Teen Center Proposal for Memorial Auditorium	refer the communication to TEUC and CDNR Committees respectively for further review and engagement	TEUC Item was taken up at the March 2023 meeting. No further action taken
2	3/13/2023	Communication re Ward 5 NPA Steering Committee to Name the New Shelburne Street Roundabout after Tony Redington	refer the communication to TEUC for further review	TEUC Item was taken up at the March 2023 meeting. No further action taken
3	3/13/2023	Resolution: Supporting LGBTQIA+ Community Members and Condemning Transphobia	City Council will work in collaboration with community members and organizations and the City administration to develop a plan for ongoing activities to support and amplify the voices of the LGBTQIA+ community; City Council urges Burlington's state legislative delegation to look at current state hate crime statute to look to extend protections for schools and organizations that advocate/support LGBTQ+ (and other minoritized communities) from hate motivated targeted crimes, examine Burlington's graffiti ordinance and consider changes that address continued defacement of public property, and graffiti that spreads hateful and harmful messages.	There have been stakeholder meetings brought forward by the Administration to address the directives in the resolution. UPDATE: Work is being done in the Legislature, a former resident created a physical Burlington trans pride flag to fly in front of City Hall in recognition of Trans Day of Visibility; the flag will fly the flag from March 15 - April 15 to celebrate Trans Day of Visibility and reboot the Trans People Belong campaign.
4	7/24/2023	Resolution: The Climate Emergency and the Council Request to Count Vermont Air National Guard GHG Emissions and to Plan to Eliminate VTANG Aviation and Ground GHG Emissions in the Spirit of the City's 2030 Net Zero Goals	requests that the Vermont Air Force National Guard Adjutant General, beginning for the year 2023, calculate aviation and ground fuel usage at the VTANG base and to annually provide BTV Director and TEUC with a complete record of the calculated aviation and ground greenhouse gas emission; for VTANG to work collaboratively to draft a plan to adopt simulation and augmented reality training to substantially reduce or eliminate GHG with initial meeting on or before 12/31/23 and follow up at TUEC's March 2024 meeting	Initial meeting of the parties by 12/31/2023; UPDATE: parties met at March TEUC meeting
5	5/6/2024	Resolution Relating to The Relationship Between City Officials And The Neighborhood Planning Assemblies	to refer the resolution from the Ward 1 Neighborhood Planning Assembly Concerning the Relationship Between City Officials & the NPA to the Community Development and Neighborhood Revitalization Committee for further review and recommended action	no later than September 2024
6	5/20/2024	Resolution: A Building Emissions Reduction Ordinance	referred to TEUC	TEUC refer any working draft BERO and any related ballot language to the Ordinance Committee no later than the last City Council meeting in October of 2024
7	6/3/2024	Resolution: Review and Update To Rental Weatherization Standards	TEUC to hold one or two meetings to eaxmine implementation of the Rental Weatherization Standards and identify any reasons for delay in achieving the energy audtis and weatherization work required by Ordinance to take place	no later than October 1, 2024, TEUC shall provide the full Council an update on its findings and make any policy update recommendations to the Ordinance Committee
8	1/27/2025	Resolution: City Council Commitment To Rebuilding And Reconciling With The Burlington Police Department	Mayor to update the City Council referred to the Ordinance Committee, to report back to the City Council; CJC to report back to the City Council and Ordinance Committee	18-Feb-25
9	1/27/2025	Resolution: Establishing A Violation Reporting Incentivization Pilot (VRIP)	referred to the CDNR Committee to report back to the Council with any recommended actions on the report, including, but not limited to, any recommended actiosn related to the Clarke Street needle exchange	on or before March 24, 2025; by March 10, 2025
10	5/12/2025	Evaluation of Safe-Syringe Programs and the Impact of Syringe Litter in Burlington, Vermont - Board of Health		on or by September 1, 2025
11	5/19/2025	CDO SEID Stormwater Standards ZA-25-03	referred to the Ordinance Committee	not-specified
12	5/19/2025	CDO PlanBTV Downtown Code Parking Setbacks ZA-25-06	referred to the Ordinance Committee	not-specified
13	5/19/2025	CDO Impact Fees ZA-25-08	suspend rules and warn for a public hearing	not-specified

Burlington Development Review Board
 645 Pine Street
 Burlington, VT 05401
<https://www.burlingtonvt.gov/DPI/DRB>
 Telephone: (802) 865-7188
 (802) 865-7195 (FAX)

Alexander J. LaRosa, Chair
Caitlin Halpert
Sean McKenzie
Miles Waite
Bradford L. Rabinowitz
Leo Sprinzen
Geoff Hand
Marina Campbell, (alternate)
Evan Gould, (alternate)



Annual Report of the Burlington Development Review Board **Fiscal Year 2025: July 1, 2024 – June 30, 2025**

The Development Review Board (DRB) reviews applications for projects that include new construction and renovation, subdivisions, conditional uses, and appeals of administrative decisions. In their review, the DRB follows the guidelines and requirements of the Comprehensive Development Ordinance (CDO).

The DRB reviewed 49 projects in FY '25 (up to May 20, 2025) which included 2 Sketch Plans and 8 appeals. Applications reviewed are slightly less than the 56 reviewed in FY24. Applications included residential, commercial and (with a requested amendment to a condition of the JIPMP), institutional properties.

Review by the DRB is greatly enhanced through the support and work of both the DAB and the Conservation Board. Timely feedback from DPW on matters of traffic and stormwater has proven to be essential.

A breakdown of the applications, by type and decision is as follows (*some applications involve more than one type, and more than one review*):

Review Type	Total Number	Percent of Total
Certificate of Appropriateness	15	31
Conditional Use	11	22
Variance	4	8
Master Plan	1	2
Subdivision	2	4
Appeal*	8	16
Sketch Plan	2	4
Planned Unit Development	3	6
Time Extension requests	6	12

*This includes appeals of Notices of Violation.

Decision (as of 5.12.2025)	Total Number	Percent of Total (some projects are still within review without a recorded decision.)
Permit Application Approved	30	61
Permit Application Denied	4	8
Uphold Admin Decision (on appeal)	6	12
Permit incomplete	1	2
Permit request moot/withdrawn	2	4

Some of the significant projects that the DRB reviewed in FY 2025:

- ◆ **165 Shelburne Street:** Proposed change of use from hotel to 30 bed warming shelter.
- ◆ **311 North Avenue:** Installation of recreation path, fencing and associated stormwater improvements.
- ◆ **206-208 Dale Road:** Construction of a new duplex.
- ◆ **228 North Winooski Avenue:** Construction of addition to Feeding Champlain Valley.
- ◆ **South End Coordinated Redevelopment in the South End Innovation District.**
- ◆ **75 Cherry Street:** Revisions to north building including expansion of Level 10, addition of Level 11 and balconies.
- ◆ **251-253 South Union Street:** Planned Unit Development of one five-unit addition and two detached four-unit buildings.
- ◆ **44 Wright Avenue:** Planned Unit Development with construction of an additional principal structure.
- ◆ **93-97 North Street:** Demolition and reconstruction of rear addition, adding 7 new residential units.
- ◆ **50 Mansfield Avenue:** School renovation and addition.

The DRB was also afforded the opportunity to better understand the newly adopted Neighborhood Code, with a presentation by the office of City Planning.

DRB meetings continued in hybrid in-person / remote format with consistent public participation in both arenas.

The DRB has a representative on the Planning Commission Ordinance Committee that recommends possible zoning amendments for consideration by the Planning Commission and City Council. We also have a representative on the Planning Commission's Long Range Planning Committee.

The thorough and detailed work and support of the Permitting & Inspections staff is critical to the work of the DRB. Often applicants have spent much time prior to appearing before the DRB working with staff to bring applications in compliance with the CDO.

The current DRB of 7 members and 2 alternates has expertise in law, architecture, and community development among other areas. They are committed to taking the time to be familiar with the applications before them and to understand the CDO as it applies to each project. The appointment of members with this level of commitment and expertise is critical to the on-going work of the DRB.

X

A.J. LaRosa
Chair, Development Review Board

X

Miles Waite
Board member, DRB

X

Caitlin Halpert
Vice Chair, Development Review Board

X

Leo Sprinzen
Board member, DRB

X

Brad Rabinwitz
Board member, DRB

X

Marina Campbell
Alternate Board Member, DRB

X

Sean McKenzie
Board member, DRB

X

Geoff Hand
Board member, DRB

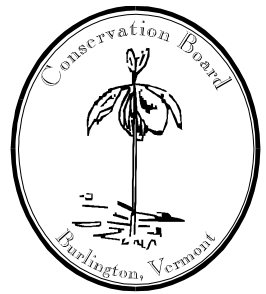
X

Evan Gould
Alternate Board Member, DRB

Burlington Conservation Board

645 Pine Street
Burlington, VT 05401
<http://www.burlingtonvt.gov/583/Conservation-Board>
Telephone: (802) 865-7188

*Rebecca Roman, Chair
Caryn Connolly, Vice Chair
Don Meals
Ryan Crehan
Zoe Richards
Kyle Tansley
Leslie Spencer
Ethan Ely
Elizabeth Cunningham, Student*



Annual Report of the Burlington Conservation Board Fiscal Year 2025: June 30, 2024 – July 1, 2025

The Burlington Conservation Board (BCB) acts as the primary entity within the City for comprehensive environmental planning and review. Conservation Board members provide volunteer services in their areas of environmental expertise, which include wetland biology, engineering, water quality, stormwater management, land conservation and management, and the law. The Board provides thoughtful comment and guidance on all major impact development projects and on those affecting significant natural areas. The Board also conducts field observations when appropriate. We strive to develop and sustain effective communication with the Planning Commission, Development Review Board, and other City departments. The BCB has partnered with the Department of Parks and Recreation on open space management and planning through the Conservation Legacy Program. The BCB has also worked with personnel from the Department of Public Works on stormwater management matters in the city. The work of the Conservation Board relies upon the support of the Department of Permitting & Inspections, which provides staffing, development review coordination, and planning expertise crucial to Board function.

In FY '25, member Hannah Brislin stepped down, and new member Ethan Ely joined the board.

In recent years, the Board has focused more on open space planning, policy, and development review and less on implementation of Chapter 26: Wastewater, Stormwater, & Pollution Control. Some of our achievements during the last year are described below.

FOCUS AREAS:

1) DEVELOPMENT REVIEW

The BCB reviewed 5 projects this year as opposed to 6 last year. As is typically the case, the scope and complexity of projects varied substantially. In FY 2025, the BCB evaluated the following development proposals and gave advice and specific recommendations to the Development Review Board, Department of Permitting & Inspections, and the Department of Public Works:

- **1074 Pine St** Stormwater infrastructure for Shelburne Road Plaza
- **49-55 Chase St** Subdivision and construction of multi-family housing
- **311 North Ave** Construction of recreation path, fencing, and stormwater improvements
- **125 Lakeside Ave** Sketch plan review of proposed mixed-use development
- **216 Leddy Park Rd** Construction of bike trails and related features

In review of these projects, the BCB made recommendations pertaining to stormwater management and maintenance and to the minimization of lakeshore buffer impacts.

2) POLICY

The programs and services of the Dept. of Permitting & Inspections are accessible to people with disabilities. For accessibility information call 865-7188.

The Board engaged with several community stakeholders on policy considerations throughout the year. Deer management in the Intervale has been an ongoing topic of consideration and has even included an analysis of deer density and management alternatives conducted by UVM natural resource seniors in prior years. The Board has updated its online applicant guidelines and has engaged in review and management of year two of the nature-based climate solutions grant program.

3) OPEN SPACE PLANNING

Over the course of FY '25, the Board considered a Conservation Legacy Fund request by WVDP for a Derway Cove conservation project and considered potential for acquisition of a lakeshore wetland area west of Claire Point. The primary planning effort has been the rewrite of the city's Open Space Plan. This effort began in late FY '24 and will span into the first several months of FY '26. FY '25 has seen one full round of stakeholder and public outreach and engagement, and a second round is underway. Foundational components for a new plan have been established, along with related goals and objectives. Stakeholder and public outreach and engagement through the end of FY '25 will seek to further inform and refine the emerging draft plan. Public hearings for adoption by city Boards, Commissions, and the City Council will stretch into FY '26 with Plan completion targeted for September, 2025.

OTHER ACTIVITIES:

CONNECTIONS

In the course of these activities, the BCB has maintained and developed important connections with other city departments and organizations during the past year, including:

- Development Review Board (review of individual development proposals)
- Parks & Recreation Department (Conservation Legacy Program, land acquisition, open space planning, urban reserve)
- Planning Commission (urban reserve, Open Space Plan rewrite)
- Long Range Planning Committee (comprehensive planning)
- Department of Public Works (stormwater management)
- Intervale Center
- Trust for Public Land

FUTURE PRIORITIES

The Burlington Conservation Board will continue to provide the City and developers with timely review of proposals that have potentially significant environmental impacts. We will continue to work with the DRB on development review issues. Implementation of the nature based climate solutions grant program will remain a priority, and the BCB will continue its work to complete the rewrite of the city's Open Space Protection Plan.

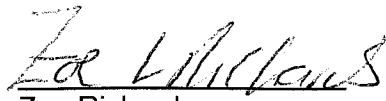


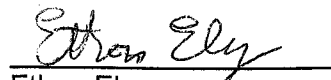
Rebecca Roman, Chair

Caryn Connolly (remote)

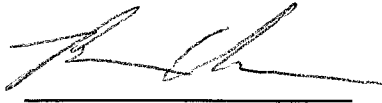
Caryn Connolly, Vice Chair

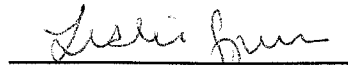
Don Meals


Zoe Richards


Ethan Ely


Kyle Tansley


Ryan Crehan


Leslie Spencer

Melo Grant
Central District City Councilor
megrant@burlingtonvt.gov

To: Board of Finance

From: Melo Grant

Re: Council Table at Juneteenth Event

Date: Saturday June 21, 2025

This memo requests \$250 in Council Initiative Funds to pay for a table at this year's Juneteenth event on June 21, 2025. The table will be used for city council members to engage with members of the public. All council members are invited to participate in this event to connect with Burlington residents and visitors. It will be an opportunity to encourage civic engagement and answer questions.

Motions:

Board of Finance: 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.

City Council: to 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.



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

MEMORANDUM

TO: Board of Finance and City Council

FROM: Darlene Bayko, Assistant Director of Finance

DATE: June 2 and 16, 2025

RE: Approval to Execute Master Lease

Overview

On May 6, 2025, the City of Burlington sent out a Request for Proposals (“RFP”) to solicit proposals from qualified firms to enter into a capital lease agreement (the “Lease”) in the amount of \$1,524,188 for the financing of various fleet and equipment which were approved August 12, 2024 by the Board of Finance and City Council. As the motion for that fleet purchase said at the time, financing would be determined by the Clerk/Treasurer’s Office “at a rate not to exceed 5% and a term of up to 7 years.” We now are bringing to the Council those financing terms.

The City determined that the leased assets had a useful life of seven years and the finance term may not exceed the useful life of such asset. The terms of the financing are summarized and are shown in Appendix A attached.

A complete detailed list of proposed Fleet to be leased is shown in Appendix B is attached. Please note that the lease payments will be covered under Water Resources, Airport and Fire.

RFP Process

The RFP was posted to the City’s website, and we sent emails to several reputable leasing companies across the United States. The City received bids as required by the May 23, 2025 deadline from the following firms: Bank Funding, LLC, JP Morgan Chase Bank, NA, M&T Bank, First American, and Key Government Finance.

As shown in Appendix A (Attached), we received five bids that were deemed responsive: the lowest bid was \$1,734,012 from Key Government Finance followed by First American \$1,743,793, BankFunding, LLC 1,744,834, M&T Bank 1,747,744, and J.P. Morgan Chase for \$1,764,320.

Recommendation

We recommend awarding the contract to the lowest bidder, Key Government Finance.

MOTION:

Board of Finance:

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.

City Council:

To approve and authorize Katherine Schad, Chief Administrative Officer, or designee to execute a Tax-Exempt Lease Purchase with Key Government Finance for the amount of \$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.

Appendix A
City of Burlington, Vermont
Capital Lease Financing
RFP Summary 2025

	J.P. Morgan	M&T Bank	BankFunding, LLC	First American	Key Government Finance
Financed Amount	\$1,524,188	\$1,524,188	\$1,524,188	\$1,524,188	\$1,524,188
Term	7 years	7 years	7 years	7 years	7 years
Interest Rate	4.69%	4.336%	4.32%	4.30%	4.11%
Total Cost	\$1,764,320	\$1,747,744	\$1,744,834	\$1,743,793	\$1,734,012
Payments	Fourteen (14) payments of \$126,022.88, payable semi-annually, first payment due 6/23/2025	Fourteen (14) payments of \$124,838.83, payable semi-annually, first payment due 6/23/2025	Fourteen (14) level payments of \$124,630.98 payment semi-annual, first payment 6/23/2025	Fourteen (14) payments of \$124,556.64, payable semi-annually, first payment due 6/23/2025	Fourteen (14) payments of \$112,858.03, payable semi-annually, first payment due 6/23/2025
Prepayments	The Financing may be prepaid in whole, but not in part, prior to maturity on any payment date, with 30 days prior written notice.	Provided there no events of default and that the lease is current, Lessee may prepay all, but not less than all, of the lease on any lease payment date for an amount equal to 103% of the then remaining principal balance.	Lessee will have the option to prepay the remaining lease balance on any payment date after the first anniversary for 102% of the remaining balance.	May elect to prepay the lease at any time. The prepayment price shall be the sum of: i) the present value of all future payments to become due, discounted at 2%, and ii) the amount of the purchase option	This Facility may be prepaid in whole prior to the Maturity Date subject to a prepayment premium equal to a percentage of the outstanding principal as set forth: Yr1, 3%, Yr2, 2%, Yr3, 1%, Yr4, .50%, Remaining, 0%
Notes	The Interest Rate is based on current market rates as indicated by the 4 Year SOFR Interest Rate Swap ("Index Rate"), which was 3.688% as of May 22, 2025. Rate Calculation: (IR Swap * 79%) + Spread = All-In Rate. 4-Yr Swap = (3.688% * 79%) + 1.77648% = 4.69%	The Interest Rate is based on M&T Bank's seven (7) year Cost of Funds (COF) as of May 22, 2025. The Interest Rate will be held for a closing to take place on or before June 23, 2025. Thereafter, the final pricing may change based on fluctuations in Lessor's COF, closing date, tax rates, any changes in tax or other legislation that impacts Lessor's pricing.	To hold the Interest Rate through the date of funding into escrow, Lessee must notify Lessor that the Lessor is the apparent winner of the bid by May 30, 2025. If notification occurs by this date the Lessor will honor the quoted Lease Rate for a closing date of June 23, 2025.	Interest Rate is based on the average-life Swap Rates (referred to as the Index Rate) as of May 23, 2025 and may be adjusted proportionately for any change in the Index Rate prior to receiving notice of award. After receiving notice of the award, the rate will be locked for 30 days.	Interest Rate provided is based on KeyCorp's Cost of Funds Index ("Index") as of May 23, 2025. The rate is valid thru June 23, 2025. Should the Facility not close at that time then the final rate will be subject to Index.

Prepared by Darlene Bayko, Assistant Director of Finance

APPENDIX B
CITY OF BURLINGTON, VERMONT
FISCAL YEAR 2025 CAPITAL LEASE COST ESTIMATES

FY25						
WATER	WD10	2025 JOHN	75P	EXCAVATOR	\$114,944.00	\$114,944.00
WATER	WD06	2025 FORD F550		PICK UP TRU	\$127,989.00	\$127,989.00
AIRPORT		2025 JOHM 844P		WHEEL LOAI	\$560,000.00	\$560,000.00
FIRE		2018 3M SCOTT		76 SELF-CON	\$721,255.00	\$721,255.00
FY25 TOTAL						<u><u>\$1,524,188.00</u></u>

Board of Finance and City Council Submission Checklist

Department: Clerk Treasurer Office Submitter: Darlene Bayko

Title/Subject: Fiscal Year 2025 Fleet Master Lease Approval

	Approval:	Meeting Date:
☒	Board of Finance	6/2/2025
☒	City Council	6/16/2025
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/28/2025	Katherine Schad
Mayor's Office informed and approved memo	Yes	5/29/2025	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	5/28/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	5/28/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



May 1, 2025 ---- April 30, 2026

**CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION**

☐ Indoor

☐ **Outdoor**

**PART I
ORGANIZATION**

All information in this section is required

1. Corporation/Sole Proprietor name **_Church Street Marketplace**
2. D/B/A (Business Name) **N/A** 3. Bus. Phone **802-923-9257**
4. Business Address **_131 Church Street Suite 209**
5. Mailing Address **n/a**
6. Contact person **Andrew Bacher** 7. Contact Phone **802-923-9257**
8. Email contact address **abacher@burlingtonvt.gov**

**PART II
OPERATION**

- Do you currently have a Liquor License? **Yes** or No
- Do you currently have an Entertainment Permit/Special Event Permit? Yes or **No**
- Proposed Date(s) for this Special Event **Thursday, July 10, July 17, July 24, July 31, August 7, August 14, August 21, August 28* RAIN DATE.**
- Proposed Hours for this Special Event **5:30pm – 8:00 pm.**
- Proposed Location for this Special Event Specify if event will be on City Street or right-of-way

July 10 Top Block - Halvorson's, July 17 – 3rd Block - Ken's Pizza and Pub, July 24 - 2nd Block – Church Street Tavern, July 31 – City Hall Block – Honey Road, August 7 – Top Block - Halvorson's, August 14 - 3rd Block – Ken's Pizza and Pub, August 21 – 2nd Block - Church Street Tavern, RAIN DATE: August 28

For this Proposed location please answer the following questions:

- a) Occupancy Load **100** b) # of Restrooms **1** c) # of Egresses **1**
- d) Date of last Fire/Safety Check **N/A** e) Dancing by Patrons? **Yes** or No
- f) Amplified Music? **Yes** or No g) Will additional staff and/or security be required? **Yes** or No

(Continued on back)

PART III DESCRIPTION OF ENTERTAINMENT

Please give DETAILED description of the type of entertainment for which you are applying:

Description: The Church Street Marketplace will be hosted a new event series, Party on the Bricks. This seven-week summer concert series includes music, alcohol, food, dancing and more. The event will be hosted weekly on Thursday evening from 5:30 pm – 8:00 pm on the Marketplace. Each week will feature a new band in a new location on the Marketplace. Partnering restaurants will serve alcohol and snacks during the event. Partnering restaurants will apply for an outdoor consumption permit through the Vermont DLC to allow alcohol to be served in the event area. Church Street will provide staff to set up barricades around the event, set up and run the concerts, and break down all event materials at the end of the night. Church Street will also hire Chocolate Thunder to provide security services during the event.

STATEMENT OF APPLICANT: Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief. I have read, understand and agree to comply with all City and State conditions, laws, ordinances, regulations and statutes.

DATE SIGNED: 6/4/25

SIGNATURE OF APPLICANT Andrew Bacher

PRINT NAME: Andrew Bacher

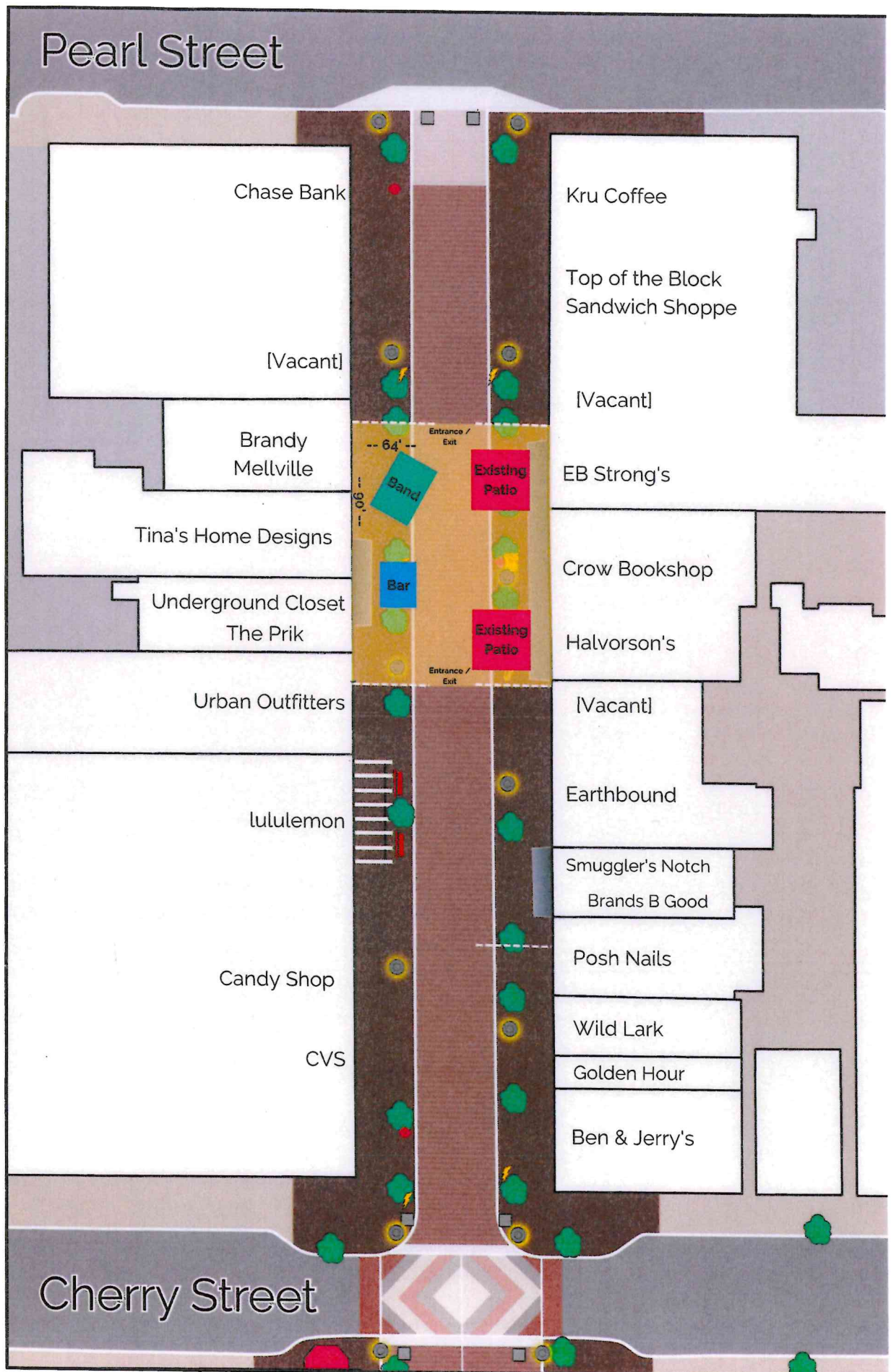
RELATIONSHIP TO BUSINESS Church Street Marketplace Coordinator

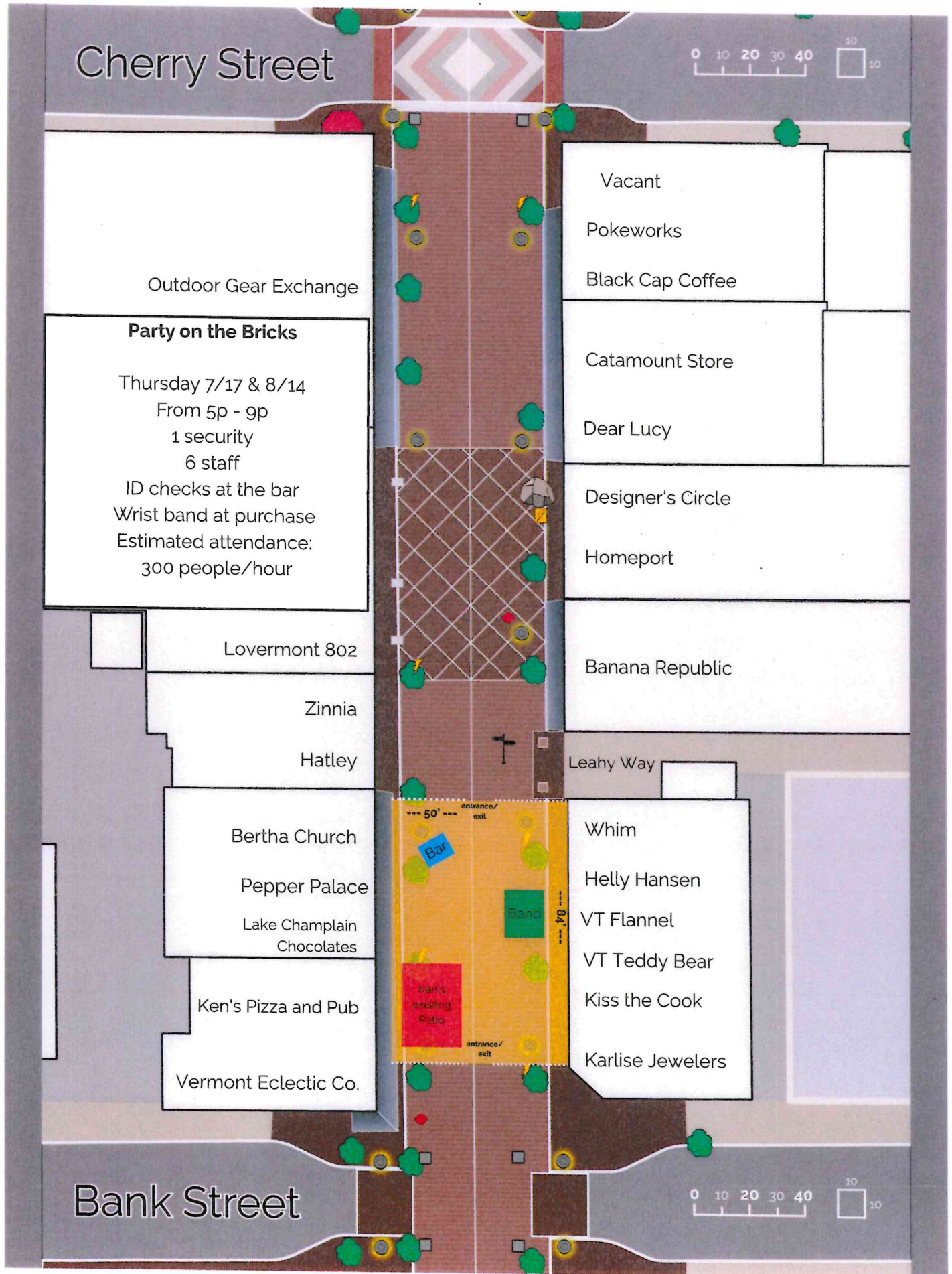
OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____

At their meeting of 6/11/25, the Burlington City Council License Committee recommended
Approval X Denial _____

At their meeting of _____, the Burlington City Council _____ this SPECIAL
entertainment permit application.





Cherry Street



Outdoor Gear Exchange

Party on the Bricks

Thursday 7/17 & 8/14
From 5p - 9p
1 security
6 staff
ID checks at the bar
Wrist band at purchase
Estimated attendance:
300 people/hour

Vacant
Pokeworks
Black Cap Coffee

Catamount Store
Dear Lucy

Designer's Circle
Homeport

Banana Republic

Lovermont 802
Zinnia
Hatley

Leahy Way

Bertha Church
Pepper Palace
Lake Champlain
Chocolates

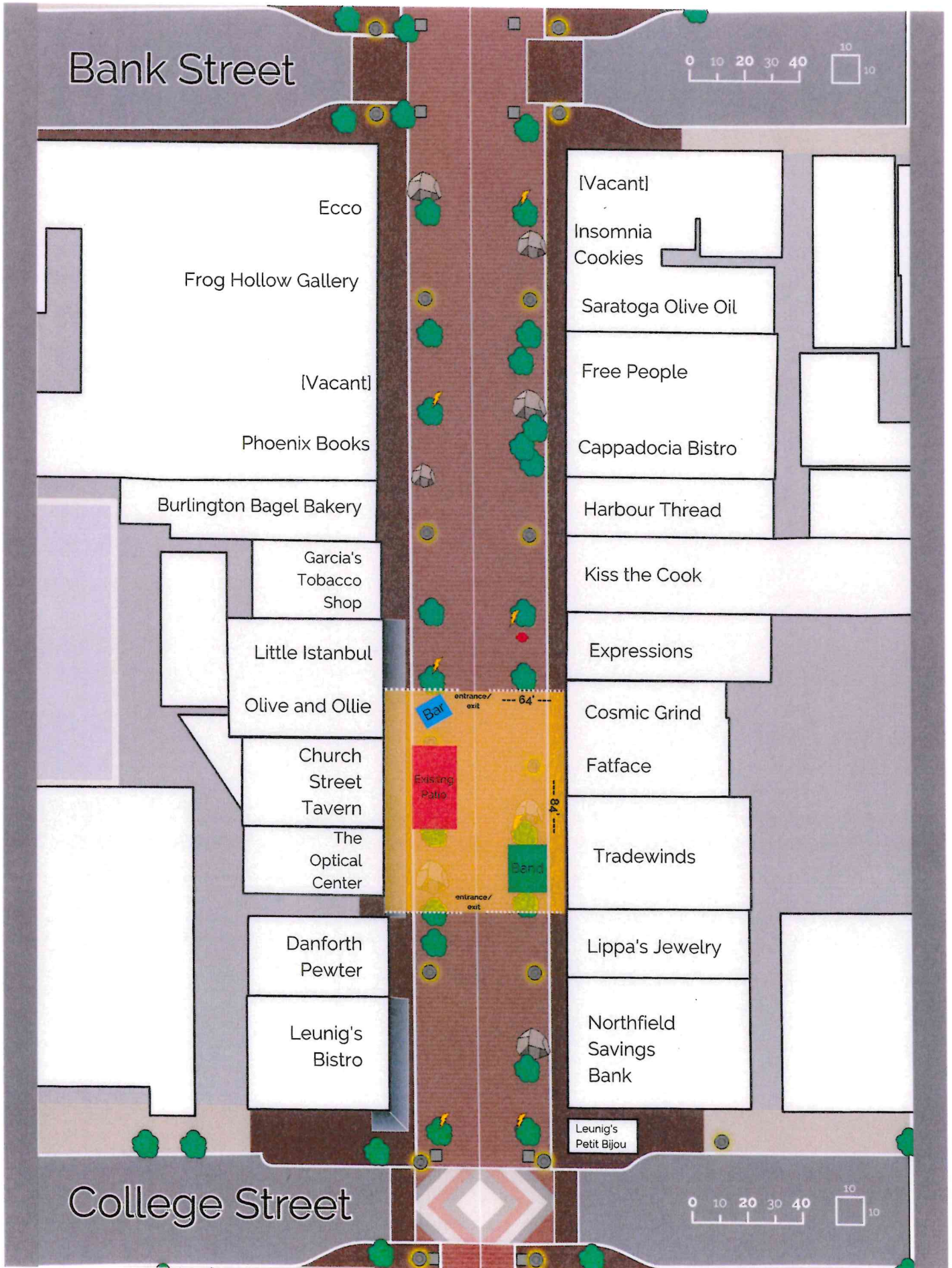


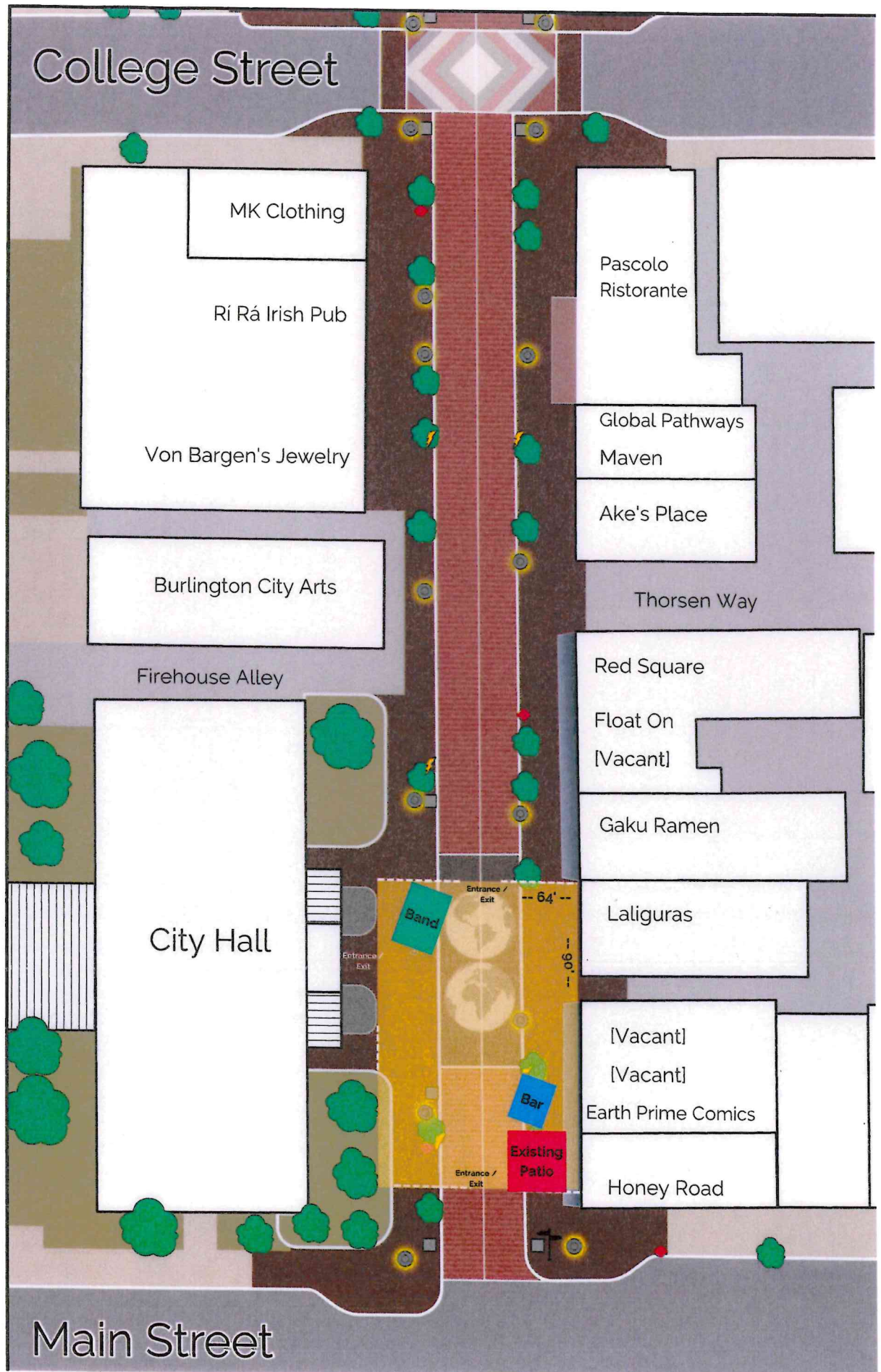
Whim
Helly Hansen
VT Flannel
VT Teddy Bear
Kiss the Cook
Karlise Jewelers

Ken's Pizza and Pub
Vermont Eclectic Co.

Bank Street









Fee \$25.00

May 1, 2025 ---- April 30, 2026

**CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION**

Indoor

Outdoor

**PART I
ORGANIZATION**

All information in this section is required

1. Corporation/Sole Proprietor name: Burlington Odd Fellows
2. D/B/A (Business Name) Burlington Odd Fellows
3. Bus. Phone 802-862-7300
4. Business Address 1416 North Ave. Burlington, VT 05408
5. Mailing Address 1416 North Ave. Burlington, VT 05408
6. Contact person Riley Burridge 7. Contact Phone 802-585-9066
8. Email contact address safetypinshows@gmail.com

**PART II
OPERATION**

1. Do you currently have a Liquor License? **No**
2. Do you currently have an Entertainment Permit/Special Event Permit? **No**
3. Proposed Date(s) for this Special Event Saturday, July 5th, 2025.
4. Proposed Hours for this Special Event 1pm-7pm.
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way

This will be held at the address of 1416 North Eve. Burlington, VT. It will take place in the parking lot of Burlington Odd Fellows

For this Proposed location please answer the following questions:

- a) Occupancy Load: 99 b) # of Restrooms: 2 c) # of Egresses: 2
- d) Date of last Fire/Safety Check 05/08/2025 e) Dancing by Patrons? **Yes**
- f) Amplified Music? **Yes** g) Will additional staff and/or security be required? **No**

(Continued on back)

Fee \$25.00

**PART III
DESCRIPTION OF ENTERTAINMENT**

Please give DETAILED description of the type of entertainment for which you are applying:

Description: OddFest is a small community festival scheduled to take place on Saturday, July 5, 2025, from 1:00 PM to 7:00 PM at 1416 North Avenue in Burlington, VT. The purpose of the event is to raise donations for the North End Food Pantry, with 100% of proceeds from ticket sales going directly to the food pantry, after covering event expenses. The event will feature live music performances by eight local artists and bands throughout the afternoon, as well as a marketplace hosted by vendors from the Strange Little Market, who will be selling handmade crafts and goods. The festival will be funded entirely through sponsorships from local businesses. All necessary arrangements for safety, sanitation, and crowd management will be made in accordance with local regulations. This event is intended to bring the community together in support of a meaningful cause while highlighting local talent and small businesses.

STATEMENT OF APPLICANT: Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief. I have read, understand and agree to comply with all City and State conditions, laws, ordinances, regulations and statutes.

DATE SIGNED: 05/21/2025



SIGNATURE OF APPLICANT

PRINT NAME: Ryon Frink

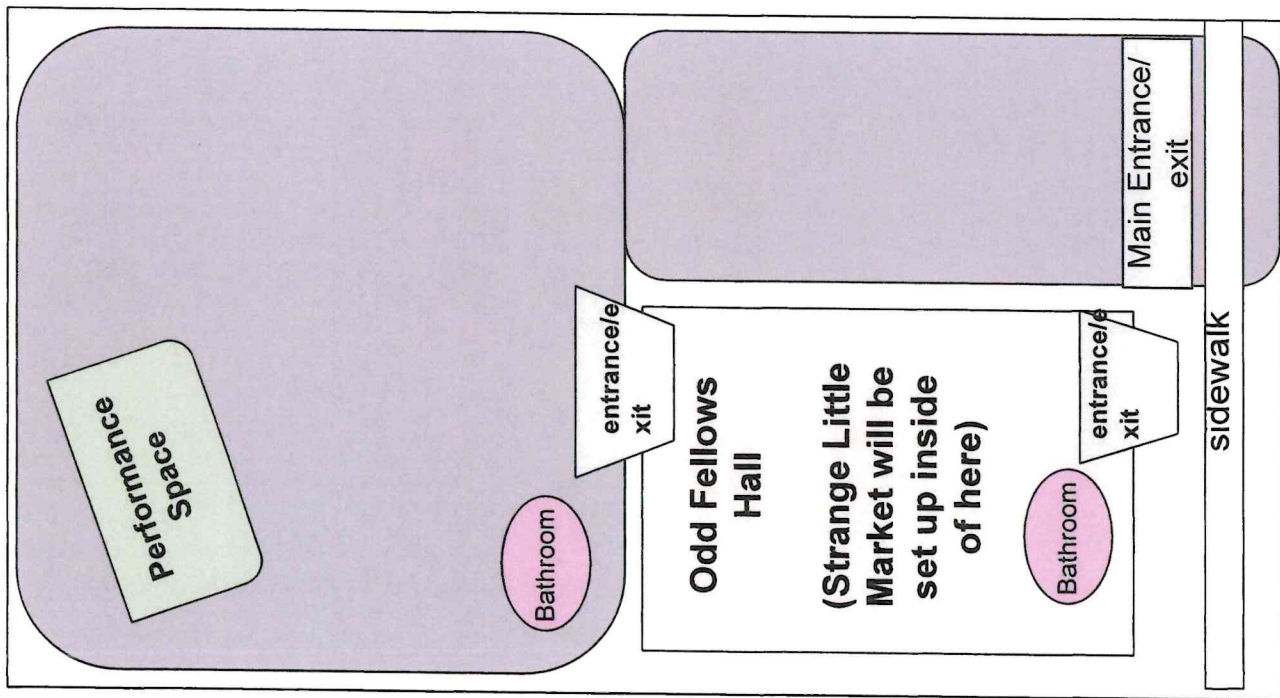
RELATIONSHIP TO BUSINESS Registered Agent

OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____

At their meeting of 6/11/25, the Burlington City Council License Committee recommended
Approval X Denial _____

At their meeting of _____, the Burlington City Council _____ this SPECIAL
entertainment permit application.



2025-2026 Indoor/Outdoor Entertainment License Renewals
Regular City Council Meeting, Monday, June 16, 2025

Indoor Entertainment License:

Burlyaxe
Radio Bean
Taco Gordo

Outdoor Entertainment License:

Honey Road



**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

MEMORANDUM

TO: License Committee/City Council

FROM: Alice Schwencke, Excavation Inspector, Department of Public Works

DATE: June 5, 2025

CC: Chapin Spencer, Director of Public Works.
Laura Wheelock, P.E.; Division Director, City Engineer
Peter Procaccio, P.E., Sr Public Works Engineer.
Jackie Esperti, Public Works Traffic Division, Manager

RE: Department of Public Works – 200 Church – Encumbrance Permit Request

Request

The applicant Champlain Broadband, LLC, d/b/a Burlington Telecom, LLC, is requesting approval from the Licensing Committee for long-term encumbrance of City ROW on the East side of Church street.

As stated in Burlington Code of Ordinance Chapter 27-32(a): *"No permit as required by Section 27-31 shall be for longer than sixty (60) days, except as authorized by the city council."*

Overview

The City owns property, including the street and sidewalk right-of-way adjacent to 200 Church Street. The Licensee has received approval to encumber City ROW with a Curbed Retaining wall for a flower garden, which is to include a partial section of the stairs located to the right of the main entry way within the public right-of-way. The total square footage to be encumbered is approximately 182 square feet between the curbed flower garden retaining wall and the steps protruding into city ROW at the doorway south of the main entrance

Recommendation

Thank you for consideration of this request, please do not hesitate to contact me directly at Aschwencke@burlingtonvt.gov or 802-495-6176.

Attachments

- A. Encumbrance Permit Application
- B. DPW Recommendation Form
- C. Site Plan
- D. Encumbrance Fees
- E. Certificate of Insurance

Motions:

License Committee:

"To approve and recommend that the City Council approve the Encumbrance Application for the sidewalk on the east side of Church Street, and to further recommend that the City Council authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."

City Council:

"To approve the Encumbrance Application and License Agreement for the sidewalk located off, and the public sidewalk and parking stall located on the south side of South Union Street directly to the adjacent of 174 South Winooski for construction activities and equipment staging, and authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."

WITNESSETH:

The City and Licensee enter into the following License Agreement (this "Agreement"), effective from June 15, 2025:

1. The City of Burlington (the "City") grants to Champlain Broadband, LLC, a domestic limited liability company d/b/a Burlington Telecom ("Licensee") an exclusive license (the "License") to occupy a portion of the public right of way (the portion of the right of way occupied shall be referred to herein as the "ROW") to use, repair, replace and maintain an amenity (the "Amenity") adjacent to 200 Church Street (the "Property"), as follows: a curbed retaining wall for a flower bed or garden and a section of stairs leading to a doorway into the building located upon 200 Church Street. For greater clarity, the doorway in question is to the right (south) of the main entryway into the building.
2. The term of this License shall expire at 11:59 p.m. on June 30, 2045, unless sooner terminated in accordance herewith or unless extended by the parties by mutual written agreement. If this License expires according to its terms and is not extended, the Amenity may exist at sufferance for so long as the City in its sole and absolute discretion shall allow, subject to requirements for insurance and indemnification set forth herein, which shall survive termination or expiration hereof for so long as the Amenity shall continue to exist.
3. Termination. This Agreement may be terminated as set forth below. Upon termination, Licensee shall remove—at its own expense—the Amenity as provided in Section 16. If Licensee refuses to promptly remove the Amenity, the City may remove it and the Licensee shall be liable for all expenses of such removal.
 - A. Discontinued Use. The City shall have the exclusive right to terminate this Agreement should Licensee or authorized assignee(s), heirs, or successors discontinue the licensed use of the Amenity. Discontinuance of the licensed use of the Amenity for the purposes of this paragraph will mean: abandonment of the Amenity by means of removal, a zoning change, or otherwise, where the Amenity clearly is no longer intended to be used as a part of the Property.
 - B. Breach. Licensee shall be in default if Licensee fails in any manner to fully perform and carry out each and all conditions of this Agreement. The City shall give Licensee written notice of such default. If Licensee does not within thirty (30) days of receipt of written notice of default, or such longer time period as may be permitted by the City, either cure such default or provide a plan to the City of how it will cure such default which is reasonably acceptable to the City, then the City may terminate this Agreement for cause. Licensee shall also be required to undertake reasonable and diligent steps towards executing the cure described in said plan.

C. Licensee's option to terminate. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement and the License at any time upon written notice to the City, subject to Licensee's obligations upon termination under this Agreement.

D. City's option to terminate. The City may terminate the License early to comply with applicable law or in extenuating circumstances if the City provides Licensee as much notice as reasonably practicable, removes the Amenity at its own expense, requires its contractor doing the work to indemnify and defend Licensee and to name Licensee as an additional insured on required policies of insurance, and pays Licensee compensation equal to replacement cost new of the Amenity less straight line depreciation assuming a twenty year life from July 1, 2025.

4. This Agreement shall run with the title to the Property and shall bind, and inure to the benefit of, Licensee and its successors and assigns.

5. Licensee agrees to pay an annual License Fee with the execution of this Agreement of \$182.00 in consideration of the rights and privileges granted in this Agreement. Thereafter, the annual License fee shall be paid to the City's Department of Public Works Customer Service, following receipt of an invoice from the City, on or before June 30th of each subsequent year. The City shall invoice Licensee each year for the annual License Fee at least thirty (30) days before it is due.

6. Nothing herein is intended to waive any of the City's regulatory authority as a municipality with respect to Licensee, the Property, the ROW, or the Amenity.

7. Licensee shall be responsible for the maintenance and upkeep of the Amenity at its expense in good condition, such that the condition of the Amenity does not create a hazard to public safety. This includes, without limitation, snow and ice removal from the stairs.

8. Licensee shall be responsible for obtaining all necessary City permits, including excavation, obstruction, meter bag, zoning, and building permits, prior to any repair, maintenance or reconstruction of the Amenity. The plans for future maintenance, repair or reconstruction of the Amenity and associated appurtenances shall be subject to applicable local ordinances and all federal and state statutes and rules. All work done and improvements made by Licensee pursuant to this Agreement in connection with the Amenity shall be completed in accordance with any governmental approvals and permits issued to Licensee and shall be made at Licensee's sole cost and expense.

9. Licensee shall restore the ROW materially damaged by any reconstruction, use, repair, or maintenance of the Amenity by Licensee immediately following any such activity, in accordance with all applicable governmental regulations, permits, laws, and approvals, and such restoration shall be made at Licensee's sole cost and expense.

10. Licensee shall perform all work in the ROW in a good and workmanlike manner, in conformance with the requirements of any and all permits and permit requirements required for such work. Licensee shall perform all work so as to cause no unnecessary damage or disturbance

to the City's rights of way or the utilities located therein or the public's rights in them. In each and every instance, following the completion of work performed by Licensee, Licensee shall restore each portion of the City's right of way adjacent to the ROW and Amenity that were materially damaged by Licensee's activities in an as good a state and condition as it was in immediately prior to this Agreement.

11. Prior to exterior work on the Amenity, Licensee shall, as part of its permit application for such work, submit to the City a plan, certification or report identifying all known utilities that may reasonably be affected by the work. Such plan, certification or report shall include the type and location of each utility identified. The City agrees to share any information it has concerning such utilities with Licensee upon request.

12. Licensee shall use, repair, and maintain the Amenity in a manner that protects all utilities, existing or future, located outside of the Amenity and within the City's property abutting and adjacent to the Amenity, and shall be responsible for the cost of repairing damage caused to a utility by Licensee's construction, maintenance and repair of the Amenity licensed by this Agreement and shall reimburse said utility for the same.

13. Licensee shall conduct its licensed activities in a manner that does not impair the public ROW, other than what is licensed hereby or permitted pursuant to other City approvals.

14. The City, including all its departments, offices, officials and employees, shall work in good faith to facilitate permit approvals and other authorizations necessary for Licensee to carry out its obligations pursuant to this Agreement.

15. Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, damages, and costs (including attorneys' fees and costs) arising from the negligent acts or omissions or willful misconduct of Licensee or of its officers, directors, employees, agents, contractors, and subcontractors on or related to Licensee's use of the Amenity or its exercise of rights granted to it under this Agreement, excepting any claims arising from the City's own gross negligence or willful misconduct. If the City, its officers, officials, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall promptly thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been received. Licensee shall promptly retain counsel and otherwise provide a complete defense against those claims or suit, or portion thereof, that are subject to this indemnification. The City retains the right to participate, at its own expense, in the defense of any claim to which this provision applies, and to approve all proposed settlements of claims involving payment or actions by the City, which approval shall not be unreasonably withheld. Under no conditions shall the City be obligated to indemnify the Licensee or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorneys' fees, collection costs, or other costs, of the Licensee or any third party incurred pursuant to this indemnification provision.

16. Following termination, Licensee shall within six (6) months (or such earlier time period as may be reasonably required through no fault of the City), remove the Amenity at its own expense, and reasonably restore the ROW. If Licensee refuses to remove the Amenity and restore the ROW,

the City may remove the Amenity and restore the ROW, and Licensee or its authorized assignee(s), heirs, or successors shall be liable for all expenses of such removal. Absent exigency, the City shall grant reasonable extensions to the time allowed to remove the Amenity and restore the ROW.

17. Licensee agrees to provide and maintain the following types and amounts of insurance for the term of this Agreement to insure against legal liability for injuries to persons (including wrongful death) and damages to property suffered on or about the Amenity or as a result of Licensees' exercise of its rights granted pursuant to this Agreement; confirmation of required insurance coverage for any renewal period in a form acceptable to the City Attorney shall be provided along with the renewal license fee. Insurance shall be obtained from an insurer having an A.M. Best Insurance Rating of at least A-, financial size category VII or greater. Policies shall be endorsed to provide the City thirty (30) days' notice of cancellation.

A. Commercial General Liability Coverage: Commercial General Liability Insurance including but not limited to Bodily Injury, Personal/Advertising Injury, Broad Form Property Damage, Products and Completed Operations Liability and Contractual Liability with limits of, at a minimum, of \$1,000,000 each occurrence and \$2,000,000 aggregate. Licensee or its authorized assignee(s), heirs, or successors shall list City as an Additional Insured on its Commercial General Liability Policy on a primary, non-contributory basis with waiver of subrogation. The current policy endorsement indicating that the City is listed as an Additional Insured is attached to this Agreement.

B. Workers' Compensation: Workers' Compensation/Employer's Liability with limits of at least \$500,000 per accident and \$500,000 per employee/\$500,000 aggregate for bodily injury by disease. This policy need not be endorsed to name the City as an additional insured but shall be endorsed to waive subrogation against the City and provide thirty (30) days' notice of cancellation.

18. The License hereby conferred is a license coupled with an interest in the ROW. This License does not confer an easement or any other estate in the City's real property.
19. No waiver of any provision hereof shall be valid and enforceable unless in writing, notwithstanding the passage of time. No waiver of any of the covenants, agreements or provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or any other provision in this Agreement.
20. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior agreements except as otherwise stated herein. There are no third-party intended beneficiaries of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in force and effect to the extent necessary to effectuate the original intent of the parties as closely as possible. Ambiguities herein shall not be construed against either party, but this Agreement shall be construed in such manner as best effectuates its objects and purposes.

21. This Agreement shall be construed according to Vermont law, and venue for any dispute arising from this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any law. The parties waive any right they may have to a jury trial in any dispute arising from this Agreement, and the prevailing party in case of any litigation arising hereunder shall be entitled to attorneys' fees and costs.
22. No change, amendment or modification of this Agreement shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns. This Agreement and any amendment to it shall be recorded in the Land Records of the City of Burlington.
23. Any notice or other written documents required to be provided to the parties by this Agreement shall be sent via U.S. Mail to the City at City Hall or to the Licensee to the Property, unless a different address is given for notice.

[Signature Page to Follow]

Champlain Broadband, LLC

By: _____
Name: _____
Title: Managing Member

STATE OF _____
_____ COUNTY, SS.

On this _____ day of _____, 20____, before me personally
appeared _____ (name of person acknowledging) to me known to be the
person who executed the foregoing instrument, and he (she) thereupon duly acknowledged to me
that he (she) executed the same to be his (her) free act and deed.

Before me _____

Notary Public

Commission Expires: _____

Commission Number: _____

City of Burlington

By: _____
Name: Emma Mulvaney-Stanak
Title: Mayor

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

STATE OF Vermont
_____ COUNTY, SS.

On this _____ day of _____, 20____, before me personally
appeared _____ (name of person acknowledging) to me known to be the
person who executed the foregoing instrument, and he (she) thereupon duly acknowledged to me
that he (she) executed the same to be his (her) free act and deed.

Before me _____

Notary Public

Commission Expires: _____

Commission Number: _____

Dear Licensing Committee Members,

The Department of Public Works recommends approval of the License agreement submitted by Burlington for the use of 182 square feet of public right-of-way at 200 Church. This recommendation is based on a thorough review of the application and is subject to the conditions outlined below and review by the City Attorney's Office.

City of Burlington is requesting this permanent encumbrance on the East Side of Church Street. City of Burlington is establishing this license agreement prior to the sale of the building located at 200 Church to Burlington Telcom. The proposal complies with the Burlington Code of Ordinances, specifically Chapter 27-31(a), which allows for encumbrances those which exceed 60 days with the approval of Licensing Committee Members. The DPW supports formalizing this through a License Agreement with an annual fee of \$1 per square foot totaling \$182.00, payable through the City's OpenGov Portal.

Therefore, I urge the Licensing Committee and City Council to approve this request, subject to the aforementioned conditions and review by the City Attorney's Office.

Sincerely,
Alice Schwencke

Thank you for your attention to this matter. Should you require further information, I am available at ASchwencke@burlingtonvt.gov or 802-865-7562.

Sincerely,

Alice Schwencke

Excavation Inspector

Department of Public Works

City of Burlington

aschwencke@burlingtonvt.gov

802-495-6176



DEPARTMENT OF PUBLIC WORKS
645 PINE STREET
BURLINGTON, VT 05401
Voice: (802) 863-9094 Ext 3 Fax: (802) 863-0466
Email: dpwpinecustomerservice@burlingtonvt.gov

DPW ENCUMBRANCE RECOMMENDATION FORM

DBA NAME: _____

DATE: 6/4/2025

COMPANY NAME: Burlington Telecom, LLC

PHONE: 802-865-9093

CONTACT NAME: Hunter Gomez

EMAIL: customerservice@burlingtontelecom.com

MAILING ADDRESS: 200 Church Street Burlington VT 05401

LOCATION OF ENCUMBRANCE: 200 Church Street

FOR LONG-TERM ENCUMBRANCE, TABLE AND CHAIR ENCUMBRANCE, AND CONSTRUCTION ENCUMBRANCE

1. All encumbrances should be located on private property, if possible. In the opinion of the Excavation Inspector, is there an available alternative location for the requested encumbrance on private property?

YES []

NO ☒

2. Will there be sufficient width for plows, pedestrian access, and ADA requirements if the proposed encumbrance is added to the sidewalk/roadway/greenbelt?

YES []

NO ☒

3. Additional Comments: _____
Encumbering City ROW with Raised curb flower bed and stairs which encroach on the City Row

4. Has this business remained in compliance to date (RENEWALS ONLY)?

YES []

NO []

5. Describe the encumbrance, including square footage and location of items: _____
The encumbrance is for a raised curb flower beds and a concrete stairs which encroach on City ROW.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes ☒ No []

If no, reason: _____

Signature: Alice Schwencke

Date: 6-4-25



City of Burlington
Department of Public Works

Technical Services Engineering Division
645 Pine Street, Suite A
Burlington, VT 05402
P 802-863-9094 / F 802-863-0466 / TTY 802-863-0450
www.burlingtonvt.gov/DPW

Memo

Date: June 16, 2025

To: City Council

From: Phillip Peterson, PE, Senior Transportation Planner
Julia Ursaki, PE, Public Works Engineer

CC: Chapin Spencer, Director of Public Works
Laura Wheelock, PE, City Engineer/Division Director – Technical Services

Subject: planBTV Walk Bike Safety Action Plan Approval

Request

We are respectfully requesting that the City Council approve the following motion:

The City Council approves the planBTV Walk Bike Safety Action Plan, as presented and recommended (see Attachment-1).

Background

The planBTV Walk Bike Safety Action Plan (see Attachment-1) provides a structured approach to addressing roadway safety in Burlington, particularly for pedestrians and other vulnerable road users. Crash data from the past decade highlights the disproportionate impact of serious and fatal crashes on people walking, biking, and rolling. This plan builds upon the 2017 planBTV Walk Bike Plan and fulfills the federal requirement to update a safety action plan every five years to remain eligible for funding opportunities under the USDOT Safe Streets and Roads for All grant program.

At the April 22 TEUC meeting, DPW Staff presented the plan as an informational item, outlining key recommendations, funding strategies, and project priorities. The discussion provided an opportunity to clarify alignment with broader City initiatives and ensure our grant approach reflects both funding realities and local transportation needs. Having an approved/adopted plan will allow the City to

incorporate recommended actions into the City's 5-Year Capital Plan, At the May 27 TEUC meeting, the committee approved the plan and recommended that the City Council also give approval.

Following TEUC discussions, the Technical Services Division will focus specifically on pedestrian safety improvements as a component of an interdepartmental Safe Streets for All (SS4A) grant application this year. Technical Services anticipates a projected request of up to \$1.4M, allowing for adjustments based on project scope and evolving needs, which require a 20% local match. Key investments that are recommended in the Action Plan and will be pursued through a new SS4A grant request include:

- **Crosswalk visibility enhancements**
- **New Crosswalks** to implement a maximum spacing for pedestrian crossings of ¼ mile
- **Intersection safety enhancements** (e.g., sightline improvements, signal modifications)
- This strategy ensures funding alignment while supporting the Mayor's priorities—public safety, housing access, and climate resiliency—which pedestrian safety improvements directly contribute to.

Specific Recommendations & Key Highlights of planBTV Walk Bike Action Plan

Recommendations in the Walk Bike Action Plan are based on an analysis of crash history in Burlington. They are proven safety countermeasures that address crash patterns to reduce the number of fatal and serious injury crashes that occur on our transportation system. This summary is not comprehensive, but specific recommendations include:

- **Intersection & Crosswalk Improvements for Pedestrian Safety**
 - **What:** Implement high-visibility crosswalks, Leading Pedestrian Intervals (LPIs) where appropriate, and Rectangular Rapid Flashing Beacons (RRFBs) at intersections with frequent vehicle-pedestrian conflicts (such as key locations along North Avenue and Winooski Avenue).
 - **Why:** These measures significantly reduce pedestrian-vehicle conflict points, with estimated crash modification factors (CMFs) between **0.413 and 0.53**, effectively lowering the risk of serious injuries.
- **Infrastructure Improvements for Walking & Biking**
 - **What:** Initiate new sidewalk installations in areas lacking sufficient pedestrian infrastructure. Additionally, implement separated and buffered bike lanes in locations with high demand, as identified by crash data and community feedback.
 - **Why:** Continuous and well-maintained pedestrian and bike infrastructure ensures safer mobility while addressing critical safety gaps identified by residents and data analysis. These improvements also advance TDM strategies that reduce single-occupancy vehicle reliance, support new housing developments by enhancing walkability and transit access, and align with broader climate goals.

- **Arterial Corridor Adjustments & Speed Management**
 - **What:** Modify select arterial roadways to enhance safety, such as transitioning four-lane segments to three-lane configurations (e.g., Shelburne Street between Prospect Parkway and the roundabout). These adjustments will be paired with curb extensions and dedicated bike lanes to improve separation between road users.
 - **Why:** These modifications create a safer environment for all road users by reducing vehicle speeds and improving roadway geometry.
- **Prioritization Through Data-Driven Strategy**
 - **What:** Utilize a structured prioritization matrix that accounts for crash frequency, network connectivity, demographic needs as guided by the Equitable Investment Index, and public input to determine project phasing and implementation.
 - **Why:** A systematic approach ensures that resources are allocated to the most impactful interventions, while allowing flexibility as new data becomes available.
- **Collaborative Implementation & Oversight**
 - **What:** Establish a dedicated oversight team—including representatives from City departments, TEUC, CCRPC, and community advisors—to monitor progress, integrate feedback, and update the plan as needed.
 - **Why:** A structured oversight process ensures accountability, fosters collaboration, and keeps the plan adaptive to evolving safety priorities.

Next Steps

- **June 2nd (City Council Consent Agenda):** Communicate the plan to the City Council for final approval via consent agenda.
- **SS4A Grant:** Note that the SS4A grant application deadline is **June 26, 2025**, awards will be announced late summer 2025, terms and conditions to accept an award will be negotiated for up to 18 months, and projects will be delivered within 5 years of accepting the grant award.

Attachments

1. planBTV Walk Bike Safety Action Plan



Walk Bike plan|BTV SAFETY ACTION PLAN

ACKNOWLEDGMENTS

This Safety Action Plan was prepared by VHB for the City of Burlington through funding by the Chittenden County Regional Planning Commission with input from numerous partners committed to safety in the City of Burlington.

The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.



CHITTENDEN COUNTY RPC
Communities Planning Together



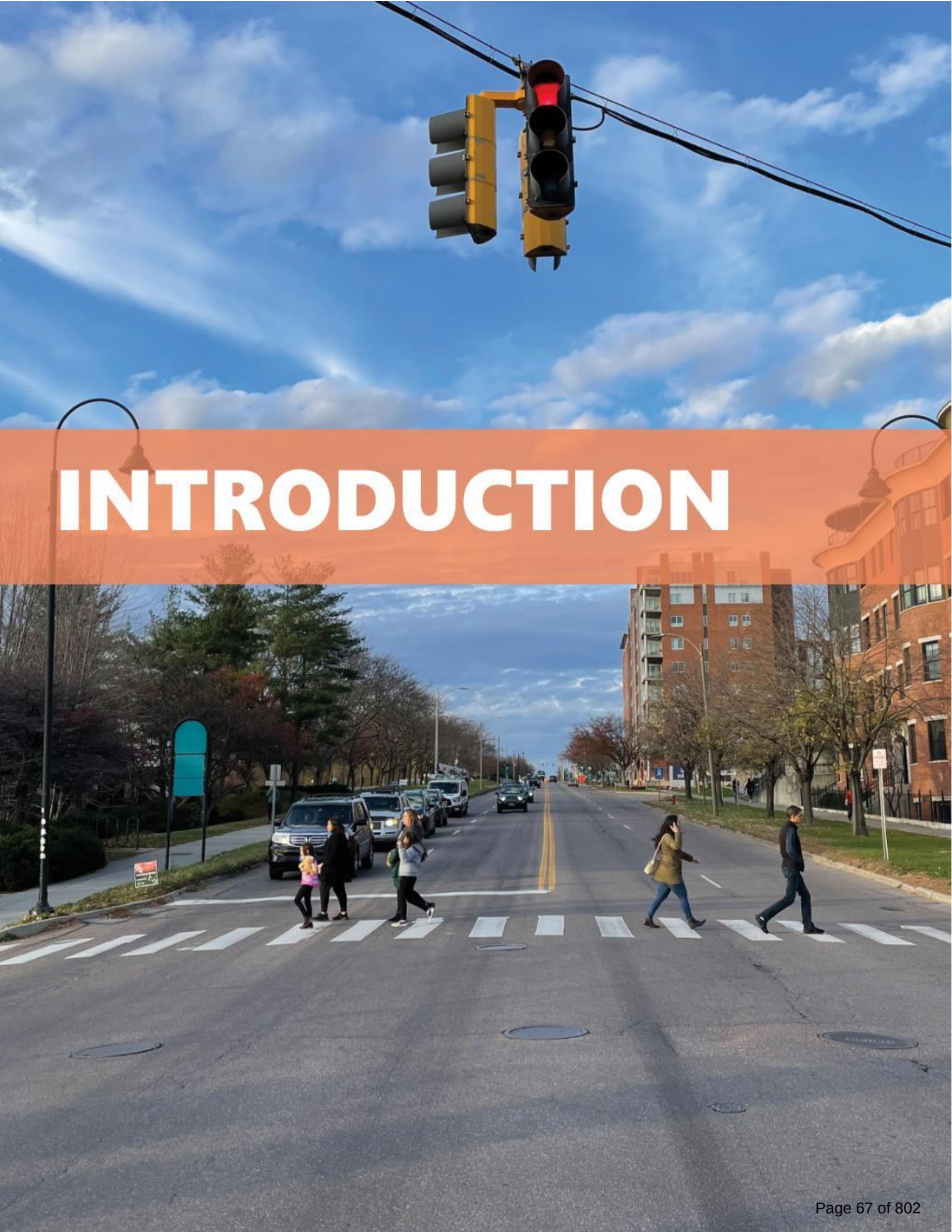
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Acronyms

AARP	American Association of Retired Persons
AASHTO	American Association of State Highway Transportation Officials
ACS	American Community Survey
ADA	Americans with Disabilities Act
BIL	Bipartisan Infrastructure Law
BTV	Burlington, Vermont
CCRPC	Chittenden County Regional Planning Commission
DTC	Downtown Transit Center
ECOS	Environment; Community; Opportunity; Sustainability
EMS	Emergency Medical Services
FHWA	Federal Highway Administration
GMT	Green Mountain Transit
HIN	High Injury Network
HSP	Highway Safety Plan
HSIP	Highway Safety Improvement Program
KABCO	Injury Scale
K	Fatality
A	Suspected Serious Injury/A-Injury
B	Non-Incapacitating Injury
C	Possible Injury
O	Property Damage Only
KA	Fatal and Serious Injury
NHTSA	National Highway Traffic Safety Administration
NPA	Neighborhood Planning Assembly
PSC	Proven Safety Countermeasure (As identified by FHWA)
RSA	Road Safety Audit
SHSO	State Highway Safety Office
SHSP	Strategic Highway Safety Plan
SS4A	Safe Streets and Roads for All
UVM	University of Vermont
UVMCMC	University of Vermont Medical Center
USDOT	United States Department of Transportation
VRU	Vulnerable Roadway Users
VTrans	Vermont Agency of Transportation



INTRODUCTION

Background

The City of Burlington is committed to addressing its roadway safety challenges. Development of this Safety Action Plan revealed that there were 6 fatal crashes and 85 serious injury crashes on the City's roadway network between 2014 and 2023. Over 40% of the most severe crashes on the system involved pedestrians or bicyclists. This represents a significantly higher proportion of severe crashes involving pedestrians or bicyclists as compared to statewide rates of 11%. It also speaks to the vulnerability and heightened risk for non-motorized, vulnerable roadway users in the state's largest city. Burlington was identified as one of ten high risk communities in the Vermont Vulnerable Roadway Users Assessment. This can be attributed to Burlington having both a higher propensity for crashes involving pedestrians and bicyclists, as well as demographics and built environment characteristics that contribute to a higher propensity for travel as vulnerable roadway users, both out of necessity and by choice.

Designation as a high-risk community for vulnerable roadway users and circumstances of the serious crashes that have occurred within Burlington warrants a comprehensive assessment of Burlington's safety performance. The aim of the City's commitment to an evolving Safety Action Plan is to identify strategies, countermeasures, and actions that align with the state's "Toward Zero Deaths" ethos, particularly for pedestrians and bicyclists.

Burlington is not starting from scratch on transportation safety. Previous planning efforts have generated pathways for progress in making the transportation system in the city safer for all users. Notably, the 2011 Transportation Plan spurred the Complete Streets approach that transformed two key corridors and set a citywide speed limit of 25 mph. The 2017 planBTV Walk Bike Plan similarly set into motion the goal of creating safer streets for everyone by eliminating traffic-related fatalities and serious injuries. The recommendation of a Vision Zero policy and progress on implementation of over 200 recommended projects are notable. The project implementation progress has entailed

five completed intersection projects, nine interim intersection improvement projects, 17.6 miles of bikeway projects, and pedestrian improvement projects including three to four miles of reconstructed sidewalk per year.

This Safety Action Plan reinvigorates the commitment to safer streets by pledging action in a Safe Systems Approach and Vision Zero philosophy in the march towards eliminating transportation related deaths and serious injuries. A Safe System Approach to walking, biking, and rolling in Burlington represents a shift in how we think about and address roadway safety problems. It requires shifting our thinking upstream to prevent problems before they happen. This entails moving beyond focusing on changing individual behavior and instead accepting shared responsibility for putting a safe system in place for all road users.

About Burlington

Burlington is located in northwest Vermont, and is positioned on the eastern shore of Lake Champlain. The City has an estimated population of 44,528 as of 2023. As the most populous City in the state and home to many institutions and businesses, Burlington serves as a hub and economic center for the state of Vermont. The City is home to the state's only Level 1 Trauma Center at the University of Vermont Medical Center (UVMMC), as well as two of the state's largest employers, UVMMC and the University of Vermont (UVM). The greater Burlington area and surrounding Chittenden County represents Vermont's only Metropolitan Planning Organization – the Chittenden County Regional Planning Commission.

As a hub to the region and the state, Burlington's roadways serve residents, commuters, the regional community, and visitors to the state. Further, critical connections to medical care and emergency medicine are made via city routes. Improving safety and accessibility for all road users, especially pedestrians and bicyclists, is vital to Burlington's goal of reducing fatalities and serious injuries on the transportation system while supporting safe and low-cost transportation options to residents and visitors alike.

Safe Systems Approach

The Safe System Approach is a comprehensive, US DOT adopted approach to address roadway safety by incorporating the objectives and principles outlined below. The Safe System Approach is built on five pillars or overarching objectives to a safe transportation system, including:

- Safer People / Road Users
- Safer Roads
- Safer Vehicles
- Safer Speeds
- Post-Crash Care

The Safe System Approach incorporated into this Safety Action Plan acknowledges several key principles:

- Death and Serious Injuries are Unacceptable
- Humans Make Mistakes
- Humans Are Vulnerable
- Responsibility is Shared
- Safety is Proactive
- Redundancy is Crucial

The Safe System Approach leverages key fundamental principles from Vision Zero planning practices. The five fundamental principles or concepts that underlie this work include:

- Traffic deaths and severe injuries are acknowledged to be preventable.
- Human life and health are prioritized within all aspects of transportation systems.
- Transportation systems must account for human error.
- Safety work should begin with systems-level changes and follow with influencing individual behavior.
- Speed is recognized and prioritized as a fundamental factor in crash severity.

In developing a Safe System Approach, the following processes and practices are prioritized:

- Build and sustain leadership, collaboration, and accountability to advance safety.
- Collect, analyze, and use data to identify safety concerns and opportunities for improvement.
- Prioritize actions to provide a safe and equitable transportation system for all users.
- Lead with roadway design that prioritizes safety.
- Reduce target design speeds and impact speeds.
- Maximize technology advances, without overlooking low-tech solutions.

Although the targeted safety outcomes of this Safety Action Plan are focused primarily on vulnerable roadway users, the entire roadway system and all roadway users were assessed in the safety analysis. This safety analysis formed the underpinnings of the Safety Action Plan's projects and strategies, which align with the Safe System Approach. Key components of the Safety Action Plan include:

- Data Driven Approach: Comprehensive assessment of crash data resulting in fatalities and serious injuries on the network to identify emphasis areas and connect strategies and countermeasures to address safety deficiencies in a systemic approach.
- Stakeholder Engagement: Public engagement across different media to capture experience and perception of safety on the system while promoting a culture of safety.
- Strategies & Actions: An action table details proven countermeasures and projects along focal corridors that represent a high-injury network for the City.
- Policy Review & Recommendations: Policies and processes were reviewed to identify additional recommendations to support a culture of transportation safety in Burlington.

This Safety Action Plan details Burlington's data driven implementation approach to achieve the goal of a safer system for all users, specifically focused on pedestrians and bicyclists of all ages and abilities.

Aligned Plans & Policies

The planBTV Walk Bike Safety Action plan builds on the foundation of planBTV Walk Bike, a comprehensive active transportation master plan adopted in 2017. With a specific focus on improving safety outcomes by committing to a Safe Systems Approach, the update to

the Plan builds on the foundation of previous planning and aligns with a host of efforts across the city, region, and state. Relevant plan documents and aligned safety work are summarized below:

SAFE STREETS FOR ALL

**POLICY & PROCESS
CHANGES**

Table 1 Relevant Plans, Programs, and Policies

Name	Date	Summary
planBTV Walk Bike	2017	planBTV Walk Bike was a comprehensive master plan for active transportation in the City. The plan set targets to create a safer system for users with the aim of reducing fatalities and serious injuries while increasing the share of people walking and biking. Over 200 projects were identified as well as actions to improve evaluation, education, encouragement, enforcement, and equity for walking and biking across the City.
planBTV: Comprehensive Plan	2019	planBTV: Comprehensive Plan is Burlington's evolving comprehensive plan, outlining the goals and objectives for the future of the City. The plan documents the plan for action around the themes of a distinctive, dynamic, inclusive, and connected city. The plan also details future land use and development framework to support planning activities to conserve, sustain, and grow within the City.
Great Streets Design Standards	2018	Set design and construction standards for Burlington's downtown streets to support a transformative street environment that is walkable, bikeable, sustainable, vibrant, and functional. The document provides guidance to achieve a cohesive, unified aesthetic to downtown streets that achieve the Great Streets ethos, carrying a project through the development phases of design considerations, street typology, roadway and pedestrian options, siting considerations, street and intersection assemblies, and street ecology.

Name	Date	Summary
Quick Build Design & Materials Standards	2017	Set standards for design and application of materials within the roadway environment to take near-term action on street redesign projects. This document provides guidance to implement safety improvements and placemaking projects with low-cost and flexible elements with the intent of remaining in place for up to five years. This enables opportunities for the community to interact with design elements to identify adjustments to designs and support decision making toward more permanent investments to achieve intended outcomes.
Chittenden County ECOS Plan	2018	The ECOS Plan is a long-range regional planning effort at the county level. The update adopted in 2018 focused primarily on the Metropolitan Transportation Plan, Comprehensive Economic Development Strategy, and Regional Enhanced Energy Plan components. The plan sets the vision for the region and goals for natural systems, social community, economic infrastructure, and built environment. Aligning with this work, key actions identified in the plan include addressing roadway safety issues and supporting areas planned for growth with multimodal infrastructure investments.
CCRPC Safety Action Plan	Ongoing	The CCRPC Safety Action Plan development process is underway. This Safety Action Plan looks to serious crashes and safety outcomes at the county level to assess targets and identify actions for reducing fatalities and serious injuries. It is anticipated that this plan will both reinforce the local objectives and identify other safety actions that will complement Burlington's planBTV Walk Bike Safety Action Plan.
Vermont Vulnerable Roadway Users Safety Assessment	2023	The Vulnerable Roadway Users Safety Assessment was appended to the Vermont Strategic Highway Safety Plan to focus directly on the emphasis areas. The effort entailed additional safety data analysis, outreach to high-risk populations, and identification of challenges facing VRUs on the transportation system. Strategies were identified for implementation including increasing visibility of VRUs, separating VRUs in space, managing speeds, establishing VRU safety culture, increasing transit options, and conducting VRU planning activities.
Vermont Strategic Highway Safety Plan	2022-2026	This plan details statewide strategies to address traffic related fatalities and serious injuries. The plan sets crash reduction targets for emphasis areas identified through safety data analysis and tracks progress towards the plan objectives.

In alignment with the 2017 planBTV Walk Bike Plan and other citywide goals, there are a number of related plans or efforts that aim to increase mode share for walking and biking. Among others, these plans include Burlington's Net Zero Energy Plan and Citywide Transportation Options Study. This is noteworthy as it is anticipated that the share of pedestrians and bicyclists on the City's roadways will continue to increase as Burlington moves to pursue these related goals.

Assessment of progress towards the targets of the previous planBTV Walk Bike Plan was key to the development of this Safety Action Plan. The focus of safety in the previous plan identified actions to address serious crashes on the system related to walking, biking, and rolling. Projects, programs, and policies were reviewed from the plan to understand progress to date and identify potential carry forward projects that align with the updated safety analysis and emphasis areas for this Safety Action Plan update.

Progress has been made on implementing the approximately 200 projects identified in the original planBTV Walk Bike Plan. The status of the projects from the original plan are depicted in the map below and as of winter 2025 have included:

- Intersection Priority Projects
 - 20 identified in the plan and 2 added since
 - 5 intersection projects completed
 - 9 intersection projects with interim improvements
 - 6 intersection projects planned
- Bikeway Projects
 - 28 miles targeted
 - 17.6 miles completed
- Sidewalk Projects
 - 3.4 miles of new sidewalk targeted
 - 0.16 miles of new sidewalk completed
 - 3-4 miles of sidewalk reconstructed each year



Figure 1. planBTV Walk Bike Plan Project Progress

Additionally, other engineering actions and policy and protocol changes have been pursued since the plan adoption in 2017, including:

- Expanded use of pilot and demonstration projects with Quick Build Design and Materials Standards (e.g., Main Street between Union Street and Winooski Avenue or North Avenue at Institute Road)
- Established Downtown Slow Zone with implementation of 20 mph speed limit
- Improved pavement markings at bus stop conflicts (e.g., Pearl Street between Winooski Avenue and Orchard Terrace)
- Formalized winter bikeway maintenance plan
- Launched bike skills training initiatives (e.g., school-based programs like Edmunds' bike safety elective, Sustainability Academy's physical education led program, and CP Smith's use of learn to ride programming, some in partnership with Local Motion, Lowe's, or Old Spokes Home¹)
- Expanded Safe Routes to School programs (five of the Burlington School District's schools are engaged in the Safe Routes to School programming)

There are a number of programs and processes that further the targeted goal of reducing severe injuries and fatalities on the City's roadways and highlight the commitment of the City to improving transportation safety, particularly for the system's most vulnerable users. Not only do the Great Streets Design Standards and Quick Build Design and Materials Standards provide the framework and guidance for improvements to the system, but they also enable the City to be nimble and responsive to infrastructure needs. These documents serve to further the goal of safety improvements and will support the implementation of actions identified in this plan.

Additionally, the City has a number of programs that serve to continually improve upon the safety of vulnerable roadway users using data-driven processes. Of note are those programs highlighted in Table 2 below.

¹ Burlington School District Travel Plan, 2022, https://studiesandreports.ccrpcvt.org/wp-content/uploads/2022/06/BSD_TravelPlan_FinalDraft_20220616.pdf

Table 2. Highlighted Burlington Programs

Program	Summary
Sidewalk Program	The City of Burlington prioritizes sidewalk improvements based on various factors. A city-wide data collection and analysis was completed in 2019. Examples of data collected include but are not limited to running slope, cross slope, and roughness. These data points are combined to create a barrier score with a higher score indicating more serious barriers. These barriers refer to areas that no longer comply with Americans with Disabilities Act standards and public right-of-way accessibility guidelines. An activity score was also created based off the level and type of pedestrian traffic. Areas closer to schools, senior centers, neighborhood activity centers, city parks, and the downtown district will generate a higher activity score. The activity score also includes demographic metrics. Together the barrier and activity score prioritize which sidewalks need improvements based on the severity of the barrier, the number of people who might be affected by these barriers, and distribution of projects across the City. In addition to the city-wide data collection and analysis, staff reviews resident requests, conducts site visits, and coordinates sidewalk repair based on other current or future work happening throughout the City of Burlington.

Program	Summary
Traffic Calming Program	The City of Burlington Traffic Calming Program is a data-driven initiative designed to enhance neighborhood safety and comfort by addressing speeding and other safety related concerns. The process begins with community requests, followed by an evaluation using traffic data such as speed studies, traffic volumes, and crash history. Projects are prioritized based on demonstrated need, ensuring resources are directed where they are most impactful. Traffic calming projects are qualified and then prioritized based on the following criteria: • 85th percentile speed exceeds the posted speed limit • Severity of crash type exceeds 10 property damage only crashes, 2 injury crashes or 1 fatality • The number of bicycle/pedestrian crashes exceeds 1 injury or fatality • Heavy trucks exceed 4% of traffic Because the number of requests and qualified exceeds the amount of funding that is available for traffic calming work, DPW has implemented a dual approach to address traffic calming needs. This strategy includes: • Implementing quick-build solutions for more rapid response to requests, as detailed in our Strategic Traffic Calming Initiatives. • Continuing to utilize traditional construction methods for more permanent traffic calming projects. This combined strategy aims to balance the need for immediate interventions with long-term solutions to address safety needs throughout our roadway network.

The policies, aligned plans, guidance, programs, and processes were reviewed and, in combination with the safety analysis, were used to inform strategic policy and process changes, focused on systemic treatments to address safety needs. These actions are further detailed in the Action Plan chapter.

Public Transportation

It is critical to recognize the inherent connection of transit users to walking and biking, as every transit user is a pedestrian or bicyclist during some part of their transit-based trip.

Burlington's transit network is primarily served by fixed bus route service via Green Mountain Transit (GMT).

GMT is a local and regional bus transit provider serving downtown Burlington, the greater Chittenden County, and locations beyond the County's boundary. As the bus transit provider for the region, GMT offers fixed routes, local commuter routes, LINK Express (regional commuter) routes, and ADA paratransit services.

Much of GMT's service converges at the Downtown Transit Center (DTC), located in the northern part of the downtown core of Burlington on St. Paul Street between Cherry and Pearl Streets. The DTC serve as the hub for all the local routes and many of the commuter and regional LINK routes.

These routes operate with varying schedules to accommodate weekday and weekend travelers, helping to connect residents to key locations across the City. GMT also provides Shopping Specials from senior housing complexes to grocery stores Tuesday through Thursday. Monday through Friday during the school year, GMT offers Neighborhood Specials to select neighborhoods that serve students and are open to all riders. There are additional buses to the Burlington International Airport on Saturdays and Sundays. Regional transit routes connect Burlington to destinations like St. Albans, Montpelier, Milton, Essex Junction, and Williston.

Walking and biking safety improvements can help to stretch the service area of the fixed route transit system by enabling more passengers to walk or bike comfortably to and from transit stops. Faced with recent transit service reductions, it will be imperative to expand safe and comfortable walking and biking connections as a means of extending access to transit.

Action Plan Intention

The Safety Action Plan builds on the previous comprehensive planning in Burlington. This plan is not meant to replace the 2017 planBTV Walk Bike Plan but

SAFE STREETS FOR ALL

GOAL SETTING

rather provide an update and refinement to safety strategies and actions through a data-driven planning process. As such, this Plan adapts the Vision set forth in previous planning, updates the Goals specific to creating safer streets for everyone, and identifies Objectives specific to this planning process to align with the safety focus of this update and adoption of a Safe Systems Approach. Adaptation of the previous plan to inform goal setting for the Safety Action Plan was done collaboratively with stakeholders during the plan development process.

Vision

Adapted from the original planBTV Walk Bike Plan, the aligned Vision for this Safety Action Plan is as follows:

Imagine a future where...

- ...Burlington's streets are safe enough that kids want to walk, bike, or roll to school, to the park, or to a friend's house without worry; and that older adults comfortably walk, bike, or roll from their home to community destinations such as the grocery store, pharmacy, or community center.
- ...walking, rolling, biking, and taking the bus are the preferred choice for children and adults living, working, or visiting in Burlington, regardless of age or ability all year round.
- ...Burlington's transportation network continuously improves in support of our local economy and quality of life, leading people to stay in Burlington and invest in our community.

Goals

Adapted from the original planBTV Walk Bike Plan, the safety related goals for this Safety Action Plan are as follows:

Creating safer streets for everyone:

- We will significantly reduce traffic-related fatalities and serious injuries by 2035, prioritizing the safety and accessibility of our streets for users of all ages and abilities.
- The safety of people walking, rolling, and biking will be at the forefront of planning and programming, fostering a culture of transportation safety and protecting our most vulnerable road users.

Objectives

The Safety Action Plan development process sets out specific Objectives, with the overarching aim to:

- Develop a culture of transportation safety in the City through an engagement process.
- Identify actions to improve safety and mobility outcomes through a data-driven process.
- Prioritize actions that address safety and mobility outcomes for the City.
- Leverage the action planning process to make projects eligible for future funds.

The Objectives of the development process are to yield a Safety Action Plan that is:

- **Data-Driven:** Utilize existing data sets, from crash data to pedestrian and bicyclist infrastructure inventories, to develop a comprehensive, data-driven Safety Action Plan for improving transportation safety.
- **Community-Guided:** Engage with the community, stakeholders, and targeted individuals to shape the Plan and its Objectives. This includes holding public meetings to solicit feedback and conducting focus groups or targeted engagement to connect with underserved communities.
- **Safety-Focused:** Prioritize the improvement of safety outcomes by identifying and addressing hot-spot and systemic safety issues, which includes areas with a high occurrence of crashes or safety issues.
- **Encouraging Active Transportation Modes:** Encourage more use of active transportation modes like walking/rolling and biking by creating a safer and more accessible environment for these users.
- **Inclusive:** Center engagement and outreach with underserved and/or disadvantaged populations, and ensure the plan is responsive to their needs and concerns.

- **Prioritizing Projects:** Develop a prioritization matrix for active transportation projects based on safety data analysis and community feedback.
- **Clearly Communicated:** Generate clear, concise communication of analysis outcomes through public meetings, fact sheets, interactive tools, and an easily comprehensible final plan.
- **Future Ready:** Build a dynamic Plan that evolves as projects are implemented, conditions shift, and new data inputs become available. This includes setting monitoring metrics to track and adjust the plan over time.
- **Collaborative:** Create a Safety Action Plan that guides the transportation components of aligned planning processes conducted in partnership with allied City departments.
- **Measurable:** Define metrics that measure progress towards goals that can be continually tracked with transparent reporting and community involvement.



METHODOLOGY



Development Process

The planBTV Walk Bike Safety Action Plan builds upon past and ongoing planning efforts and safety activities. The planBTV Walk Bike Safety Action Plan aligns with the VTrans Strategic Highway Safety Plan and appended Vulnerable Roadway User (VRU) Safety Assessment at the state level, contributing to the “Toward Zero Deaths” philosophy of the Agency as outlined in the message from the Secretary of Transportation that accompanies the VRU Safety Assessment. Additionally, the planBTV Walk Bike Safety Action Plan aligns with the ongoing effort by the CCRPC to establish a Safety Action Plan for Chittenden County, with active transportation making up approximately a quarter of the targeted priorities of the county level action plan. At the citywide level, the planBTV Walk Bike Safety Action Plan builds on previous comprehensive active transportation planning and many other activities aimed at promoting safety for all transportation users.

This Safety Action Plan update identifies the goals and strategies specifically aimed at eliminating traffic fatalities and serious injuries by adopting the principles and elements of the Safe System Approach. Implementation is imperative and has been at the forefront during the Safety Action Plan development process.

Safety Action Plans are developed using a collaborative six-step process as outlined below. This chapter describes the development process and how each step relates to key foundational elements of the Safe Systems Approach. The development process relates directly to the components of a Safety Action Plan to meet the criteria for the Safe Streets for All (SS4A) Program. Program criteria include Leadership Commitment, Goal Setting, Planning Structure, Safety Analysis, Engagement and Collaboration, Policy and Process Changes, Strategy and Project Selections, and Progress and Transparency. Sections of the plan development process that detail specific components of a Safety Action Plan are highlighted with a Safe Streets for All callout.



Figure 2 Safety Action Plan development process.

1 | Establish Leadership

An Advisory Committee with membership from City leaders, City staff, CCRPC, Green Mountain Transit, Burlington Walk Bike Council, AARP Vermont, and

Local Motion was established at the outset of this effort. Along with the consultant team and other City staff, they have shepherded the plan from goal setting to developing strategies and actions. This team was pivotal in development and review of the plan elements, as well as the development, implementation, and adoption of safety projects, programs, and policies for the City. As such, this team will continue to play key partnership

SAFE STREETS FOR ALL

PLANNING STRUCTURE

roles to the City staff and City leadership in executing the Safety Action Plan. City staff and City leadership commit to continued collaboration in the execution and monitoring of the planBTV Walk Bike Safety Action Plan, recognizing the essential role of this foundational partnership in reaching the targeted outcomes of the Safety Action Plan.

The planBTV Walk Bike Safety Action Plan team consisted of committed safety leaders across multiple entities, including:

Phillip Peterson | Burlington Public Works
Julia Ursaki | Burlington Public Works
Eleni Churchill | CCRPC
Sai Sarepalli | CCRPC
Eliana Fox | CCRPC
Marek Broderick | Burlington City Council
Becca Brown McKnight | Burlington City Council
Chris Damiani | Green Mountain Transit & DPW Commission
Jak Tiano | Burlington Walk Bike Council
Kelly Stoddard-Poor | AARP Vermont
Jonathon Weber | Local Motion
Christian Berry | Burlington Office of Racial Equity, Inclusion & Belonging
Charles Dillard | Burlington Office of City Planning
Evan Haugh | VHB Transportation Safety Engineer
Elisabeth Sundberg | VHB Transportation Planner
Karen Sentoff | VHB Project Manager
Jenn Conley | VHB Technical Advisor

This Plan was brought forth to the Burlington City Council for adoption on June 16, 2025. With the adoption of the plan, City Council and the Office

of the Mayor have committed to execution of the Safety Action Plan. As the governing body and City executive, this commitment establishes City leadership in pursuit of the goals of the Safety Action Plan and required implementation. This leadership is supported

SAFE STREETS FOR ALL

LEADERSHIP COMMITMENT

directly by Burlington Public Works, as the responsible department for plan action. Additional leadership beyond the organizations listed above will include Burlington's Public Works Commission, Planning Commission, Parks and Recreation Commission, and Transportation, Energy and Utilities Committee.

Additional Stakeholders include:

- Vermont Agency of Transportation (VTrans)
- Federal Highway Administration (FHWA) Vermont Division
- Burlington Parks, Recreation, and Waterfront
- Burlington's Neighborhood Planning Assemblies
- Burlington Police Department
- Burlington Fire Department
- University of Vermont Police Services
- University of Vermont Rescue
- UVM Medical Center Critical Care Transport
- Vermont State Police
- South Burlington Police Department
- South Burlington Fire Department

Promoting a culture of safety in transportation is an additional component to establishing leadership and aligns with the Safe Systems Approach. Through the engagement process for this Safety Action Plan and

building on the safety elements from the 2017 planBTV Walk Bike Plan, engagement with the public to build a culture of safety was key to the process. This took different forms during the development process. The project team visited each Neighborhood Planning Assembly to share the process and hear feedback from each community within the City. Connection with the Burlington Walk Bike Council, who have served as volunteer arbiters

SAFE STREETS FOR ALL

ENGAGEMENT &
COLLABORATION

of the 2017 planBTV Walk Bike Plan, were engaged for feedback throughout the process. A project website and map-based survey input tool were shared widely to enable information sharing and solicit feedback on experience and perception of safety. Further, in person and virtual public meetings were held to engage directly with residents on the safety analysis findings and plan development process. These touchpoints helped to build a foundation of responsibility and sense of ownership in a collective transportation safety ethos.

2 | Analyze Safety Data

Development of a data-driven Safety Action Plan relies on the analysis of safety outcomes. Understanding the specific and systemic factors and risks involved in transportation related fatalities and serious injuries unlocks the ability to address these crash outcomes through a Safe Systems Approach, employing proven countermeasures and strategies to prevent and mitigate severe outcomes. As such, the development of the Safety Action Plan used an analysis of safety data to identify crash trends, contributing factors, high-risk characteristics, and system locations with a propensity for serious crashes resulting in fatalities (K crashes on KABCO scale) or serious injuries (A crashes on KABCO scale).

SAFE STREETS FOR ALL

SAFETY ANALYSIS

Data were acquired from Vermont Web Crash, which houses the electronic records for crash data for all Vermont reporting agencies, including Vermont State Police and Burlington Police Department. Vermont also maintains a Vermont Public Crash Data Query Tool, which maintains a public facing version of the data. The analysis focused on severe crashes (crashes resulting in fatalities or incapacitating injuries) in Burlington. Serious crashes (K and A crashes) from the past ten calendar years of 2014 through 2023 were examined. To support the specific planning goals of the planBTV Walk Bike Safety Action

Plan, an additional assessment of pedestrian and bike crashes, regardless of severity, was completed. For lower severity pedestrian and bike crashes, five years of data from 2019 through 2023 were examined.

Crash analysis identified crash types, factors, and underlying characteristics contributing to the crash outcomes. Given the stochasticity of crash data, this approach helped to illuminate systemic issues and identify locations where risk of crashes exists even if crashes have not occurred in these specific locations.

The safety data analysis was complemented by additional data driven approaches. Contextual considerations such as neighborhood demographics and destination access across the City were evaluated. Input gathered from public engagement and survey responses were assessed. Additionally, previous plans, current policies, and existing procedures were reviewed. Each of these complementary resources were used to help expand, weigh, and refine the potential systemic and geographic actions that were identified through the safety data analysis.

3 | Determine Emphasis Areas

A combination of crash data analysis and public input served to identify the emphasis areas for the Safety Action Plan. Based on the data driven approach, this analysis reviewed contributing factors, trends, outcomes, and locations of crashes. Several prominent patterns emerged as key issues to consider in the plan and its implementation.

Leading Factors for Serious Vehicular Crashes

- Object Strikes
- Angle Crashes / Turning Conflicts
- Motorcyclist Behavior

Leading Factors for Walking, Biking, and Rolling Crashes

- Informal Midblock Crossings
- Pedestrian Visibility
- Pedestrian Behavior (e.g., unexpected or erratic movements)
- Bicyclist Behavior (e.g., unexpected actions)
- Signalized Intersection / Turning Conflicts

Top Safety Issues based on Survey Respondents and Public Engagement

- Driver Behavior and Speed Management
- Missing or Poor Condition Bike Lane or Separated Bike Facility
- Missing or Poor Condition Sidewalks or Shared Path
- Crossing Conflicts (at Intersections and Midblock)

The Vermont Strategic Highway Safety Plan (SHSP) 2022-2026 identified critical emphasis areas and associated serious crash reduction objectives for each emphasis area. Some of these overlap with emphasis areas identified through the data-driven process for this Safety Action Plan. The areas where the Safety Action Plan aligns with statewide critical emphasis areas are shown in the table below. Some statewide emphasis areas, such as impaired driving, were not factors in Burlington's bicycle or pedestrian crashes and therefore do not have a corresponding action in this plan. Some local emphasis areas, revealed through the data analysis, relate to modes outside of walking, rolling, and biking and are included to reflect the comprehensive analysis approach.

The geographic analysis found that bicycle and pedestrian crashes occur predominantly on Burlington's main arterials, representing 83% of all bicycle and pedestrian crashes and 73% of the serious bicycle and pedestrian crashes. The arterial network represents the high injury network when it comes to vulnerable roadway users. As such, the ten most prominent corridors in the crash data were each designated as focal corridors. The emphasis areas and focal corridors were the foundation for identifying strategies that address serious crashes in Burlington.

Table 3. Statewide and Local Emphasis Area Comparison

SHSP Critical Emphasis Areas		planBTV Emphasis Areas
Infrastructure	Lane Departure	Object Strikes
	Intersections	Angle Crashes Turning Conflicts
	Speed and Aggressive Driving	Speed Management
Behavioral	Occupant Protection	
	Impaired Driving	
	Distracted Driving and Alertness	Driver Behavior
Vulnerable Users & Roadway Users	Pedestrians	Pedestrian Behavior Midblock Crossings Pedestrian Visibility Signalized Intersection Conflicts Missing/Poor Sidewalks Crossing Conflicts
		Bicyclist Behavior Signalized Intersection Conflicts Missing/Poor Bike Lanes
		Motorcyclists
	Older Drivers	
Data & Emerging Topics	Data Analysis and Integration	

4 | Identify Strategies

The planBTV Walk Bike Safety Action Plan identifies strategies and actions in an implementation framework with the aim of addressing safety issues related to the emphasis areas to reduce crashes,

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specifically serious crashes resulting in fatalities or serious injuries. Although the update to the planBTV Walk Bike Safety Action Plan specifically focused on reinvigorating the commitment to safety for active modes of transportation, the plan took into consideration all types of road users and transportation modes.

There were four primary approaches to identify strategies and actions for the Safety Action Plan. Review of previous plan recommended projects and actions, review of policies and processes, analysis of the safety data in Burlington, and consideration of the emphasis areas and focal corridors were combined to identify strategies, actions, and countermeasures to be applied with the aim of reducing crashes and improving safety. The evaluation specifically identified:

- a series of priority actions that are systemic or policy driven and expected to reduce serious crashes in Burlington;
- specific countermeasures proven to reduce crashes for the emphasis areas identified; and,
- arterial focal corridors where both countermeasures and carry forward projects are expected to address safety issues and reduce crashes.

The strategy and project selections are further detailed in the Action Plan chapter.

5 | Prioritize & Incorporate Strategies

The priority actions consisted of primarily systemic and policy actions derived from the safety data analysis and review of policies and processes. Prioritization of the actions was

predicated on the crash reduction potential and implementation feasibility. Where applicable, each strategy was assigned an affiliated countermeasure, appropriate crash modification factor, targeted crash count, calculated 10-year crash reduction potential, timeframe for implementation (i.e., short: less than 2 years, medium: 3-5 years, long: 5-10 years), and priority status (i.e., high, medium, low).

For the focal corridors, actions largely entailed carry forward projects from the previous plan, applicable countermeasures, and new projects based on safety analysis and emphasis areas. A prioritization scheme to rank the focal corridors entailed development of weighted criteria related to safety, network, context, engagement, and cost considerations. The criteria and associated metrics are included in the table below.

Table 4. Prioritization Criteria for Focal Corridors

Criteria	Metrics for Scoring
Bike and Pedestrian Crashes	Number of Bike / Ped Crashes (any severity KABCO)
Serious Crashes	Number of Serious Crashes (KA including non-bike/ped)
Network Connectivity	Addresses Gap in Planned Walk Bike Network
Demographic Context	High, Medium, Low Need
Destination Access Index	High, Medium, Low Need
Community Identified Need	Number of comments expressing need from public engagement or Public Input Tool
Ease of Implementation	Engineering Challenges, Political Will, Fundraising Opps, Resource Capacity, Community Support
Relative Cost	Project Type, Scale

The prioritization summarized above is further detailed in the Action Plan chapter.

6 | Evaluate and Update

Implementation, monitoring, evaluation, and updating will be crucial to achieving the goals set forth in the Safety Action Plan.

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Although the Plan sets guideposts for implementing strategies and actions to help reduce traffic related fatalities and serious injuries, the Safety Action Plan is expected to be an evolving document that will require consistent commitment and dedicated oversight. The plan should be revisited annually to document progress, identify necessary adjustments, enhance approach based on lessons learned, and course correct as required.

A crucial component of the Safety Action Plan development is cultivating a shared responsibility to take collective action to prevent and mitigate serious crashes on the system. Commitment from Burlington's leadership, City staff, and stakeholders to continue to foster a culture of safety will be key to executing the Plan.

A primary aim of the plan is to bolster the progress towards implementation of a safe transportation environment for all users of the system in Burlington. Synergies with allied City departments and local plans that have overlapping and aligned goals should be leveraged in the execution phase of the Safety Action Plan, opening possibilities in collaborative funding and implementation.

Commitment at the local level is bolstered by aligned and complementary regional and statewide efforts like the CCRPC's Safety Action Plan and Vermont's Strategic Highway Safety Plan, respectively. Leadership at the local level, combined with partnership at the regional and state level, to identify and secure resources to support implementation will be imperative. Coordination with stakeholders at the state level may be particularly beneficial, as the aligned statewide plans are positioned to leverage existing funding sources that could aid in the implementation of Burlington's plan.

This Safety Action Plan is not meant to replace the 2017 planBTV Walk Bike Plan but rather enhance the safety elements to enable eligibility to access a broader set of resources to support plan execution. The Safe Street for All (SS4A) Grant Program could potentially support plan implementation. Adoption of the Safety Action Plan demonstrates the criteria required for the program's competitive implementation grants.

The planBTV Safety Action Plan will evolve in the intervening years and must be revisited regularly for updates. Progress on implementation should be tracked and shared with stakeholders and the public. The City maintains a website for this Plan that can be leveraged to generate transparency by sharing strategy and project status. As strategies and actions are implemented, progress towards the plan goals should be monitored. Tracking reductions in crashes and observing shifts in user behavior as different countermeasures and treatments are applied may provide insights on the efficacy of certain safety improvements. This tracking can inform adjustments or augmentations to the Plan's actions at the time of updates.

Transparency and communication are fundamental to action implementation and evaluation. Keeping the community engaged in the dialogue of transportation safety and demonstrating the commitment of leadership to achieving the plan's goals are imperative. The City has developed a dashboard for tracking crashes, which is available on the existing Plan website and depicted below. Users can interact with the safety data, toggling on different years, vehicle types, and crash severities to display a map and charts that describe the data. This will be accompanied by an inventory and map depicting progress on the projects and strategies that are implemented across the City.

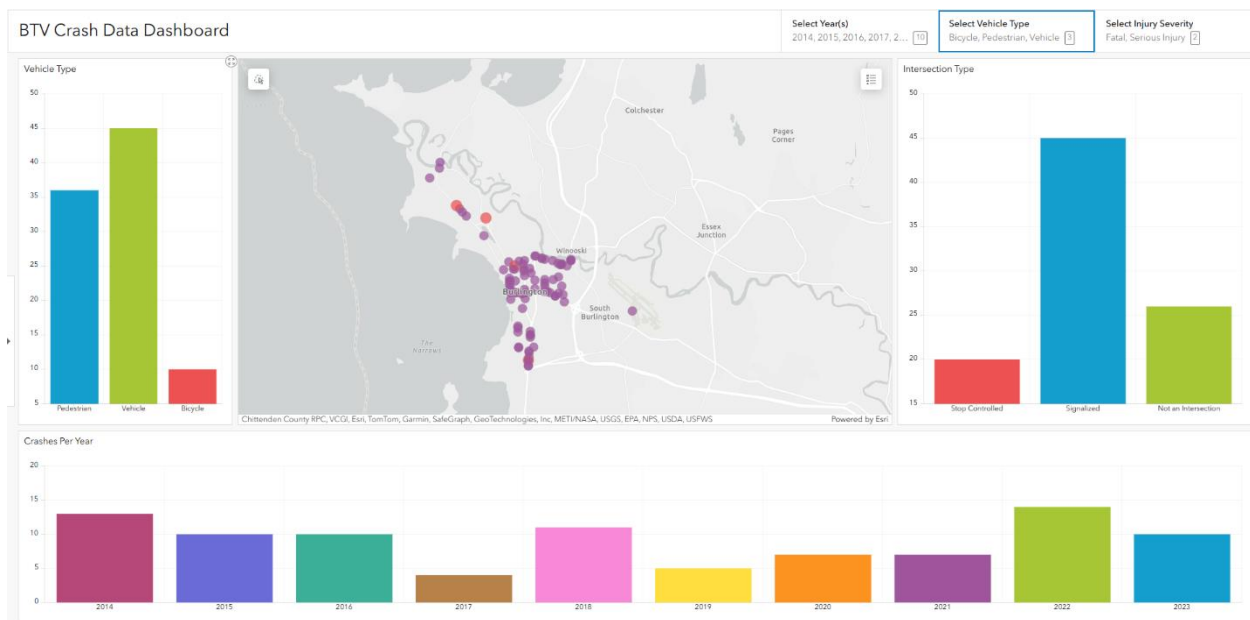


Figure 3. Burlington's Crash Data Dashboard



DATA DRIVEN

Safety Data

The key underpinning of the Safety Action Plan development is analysis of safety outcomes. The methods and findings of the crash data analysis performed for the planBTV Walk Bike Safety Action Plan

SAFE STREETS FOR ALL

SAFETY ANALYSIS

are detailed in this section. Consistent with guidelines for the Safe Streets for All program, this analysis focused on *serious crashes* occurring on Burlington's roadways, defined as crashes resulting in fatalities (K type crashes) or incapacitating injuries (A type crashes). Serious crashes from the past ten calendar years (2014 to 2023) were examined. To support the specific goals of the planBTV Walk Bike Safety Action Plan, a deeper analysis of pedestrian and bicyclist-involved crashes was conducted. To this end, an additional assessment of pedestrian and bicyclist crashes, regardless of severity, was completed. For lower severity bike and pedestrian crashes, five years of data spanning 2019 through 2023 were examined. The methods and findings of these reviews are discussed in the following sections.

Data Validation

Several data validation steps were taken to be able to present findings with confidence. As a result of these steps, which improve accuracy, statistics presented in this evaluation are not expected to match the Vermont Public Crash Query Tool. The errors this process corrected are detailed below.

Inaccurate Locations

Crash records include multiple location fields including a street address and GPS coordinates. These fields are sometimes in conflict or wrong altogether. For example, a segment crash may be tagged to a nearby intersection or the automated conversion of coordinates to the nearest street may choose the wrong block. To address these errors,

location was carefully determined from crash reports and diagrams and corrected as needed.

Off-Street Crashes

The scope of both planBTV and SS4A is limited to public roadways. Crashes that occurred off-road (most often parking lot crashes) were excluded from the analysis.

Misclassified Injuries

The Vermont Crash Reporting Instructions provide a detailed definition for each level of injury². In the source data, some injuries were incorrectly marked as serious/incapacitating. To be conservative, these were only downgraded by our review in cases where the person declined medical care entirely.

Misclassified Persons

For this analysis, classifications of electric scooter riders as pedestrians or bicyclists were left unaltered. However, vehicle occupants classified as pedestrians – such as a driver struck by his own vehicle after exiting without engaging the parking brake – were corrected.

Data Analysis

Once data validation procedures were conducted on the crash data sets, analysis of the data drew understanding of crash types, contributing factors, crash trends, high risk characteristics, and system locations with a propensity for serious crashes. Data were evaluated for vehicle-only serious crashes, pedestrian and bicycle serious crashes, and

² Serious/incapacitating injury is defined as injuries involving one or more of:

- Severe laceration resulting in exposure of underlying tissues/muscle/organs or resulting in significant loss of blood
- Broken or distorted extremity (arm or leg)
- Crush injuries
- Suspected skull, chest or abdominal injury other than bruises or minor lacerations
- Significant burns (second and third degree burns over 10% or more of the body)
- Unconsciousness when taken from the crash scene
- Paralysis

pedestrian and bicycle minor crashes. Key takeaways, trends, and contributing factors were summarized in the infographic below and detailed further in the following sections.

Serious Crashes

A serious crash results in death or serious injury.

Last 5 Years : 2019 - 2023



Serious Injury

1 Total Death

Last 10 Years: 2014 - 2023



Serious Injury

4 Total Death



In most of the serious crashes, vehicles were not traveling faster than **25 mph**. In a majority of the bicycle and pedestrian crashes, speed was **10 mph** or less.



8%
At Unsignalized Intersections

8%
At Driveways



40%
On a Segment

9%
of serious crashes involved impairment, which is lower than the statewide rate of 19%.



30%
of serious crashes involved motorcyclists.



Where?

43%
Conflicting movements at signals

How?

Angle crashes or fixed object crashes are the most common serious crash collision types.

42.5%
Angle Crashes: Turning and Thru Vehicles at Signals

42.5%
Object Strikes: Signs, Trees, Poles

15%
Other

Bicycle Crashes

Bicycle injuries occur at signals (6), non-intersections (4), and unsignalized intersections (1).

2/3
Cyclist failed to yield

1/3
Driver failed to yield

25%
of pedestrians are struck at signals

50%
of pedestrian injuries occur at informal midblock crossings ("jaywalking")

Pedestrian Crashes

Injuries are evenly split between pedestrian (12) and driver (12) failures to yield (3 share responsibility).

Drivers typically fail to yield when turning from a major road.

Pedestrians generally fail to yield by crossing midblock without observing or yielding to approaching traffic.

Vehicle-Only Serious Crashes

There were 40 serious crashes that did not involve a bike or pedestrian in Burlington from 2014 through 2023. Twenty of these were in the last five years, reflecting similar rates in each half of the decade. Of these serious crashes, 43% were single-vehicle fixed-object crashes, usually involving signs, trees, and poles. Another 43% were angle crashes, usually involving a turning vehicle and a vehicle going straight through an intersection, with serious crashes resulting from drivers running red lights being much less common. The remaining 16% were head on or rear end crashes (three each).

The most common location type was signalized intersections, where 43% of serious crashes occurred, with another 40% occurring on segments. Unsignalized intersections and driveways accounted for another 8% each.

Speeds were generally low in the serious crashes involving vehicles only. 42% of serious vehicle-only crashes had maximum speeds of 25 mph or less, with only 20% involving speeds over 35 mph. Driver impairment was a factor in 18% of serious crashes, which is lower than the statewide rate of 54%.

Motorcycles were overrepresented in serious crashes, with 30% of serious crashes involving motorcyclists compared to less than 1% of overall crashes. Of the 12 serious crashes involving motorcycles, five resulted from turning vehicles not seeing oncoming motorcycles, three from a motorcyclist running a red light, and three from a motorcyclist losing control and hitting a fixed object.

Bicycle and Pedestrian Crashes

Serious Crashes

Within the 10-year period examined from 2014 through 2023, one pedestrian died as a result of a motor vehicle crash in Burlington. No bicyclists have died. In that period, 26 pedestrians and 11 cyclists were seriously injured.

When considering only the past five years from 2019 through 2023, there were 13 pedestrian serious injuries, three cyclist serious injuries, and no pedestrian or bicyclist

involved deaths. This is a substantial reduction in cyclist injuries when compared to the five years prior, while pedestrian injuries remained consistent.

Vehicle speeds tend to be low in Burlington, and speed was not a significant factor in pedestrian or bicycle injuries. In nearly 60% of pedestrian or bicyclist involved injury crashes, the maximum vehicle speed was 10 mph or less.

Serious pedestrian crashes were evenly split between driver and pedestrian failures to yield (12 each, with three crashes having shared responsibility). Drivers typically failed to yield when turning from a major road, and pedestrians typically failed to yield by crossing outside established crossings without yielding to approaching traffic. These informal mid-block crossings were the locations with the highest overall share of pedestrian crashes (13, or nearly 50%), followed by signalized intersections (seven) and formal mid-block crossings (four), with unsignalized intersections having the fewest (three).

More than half of the serious bicycle crashes occurred at signalized intersections (six), with only one occurring at an unsignalized intersection and four occurring on segments. In seven of these crashes, or 64%, the cyclist failed to yield, while drivers failed to yield in the other four (36%). Bicyclist failures to yield were generally cases of the bicyclist proceeding inappropriately at intersections.

Minor Crashes

Minor crashes involving a pedestrian or bicyclist were also reviewed for the last five years. There were 57 and 91 minor pedestrian and bicycle crashes, respectively. One major difference from severe crashes is in the failure to yield. Drivers failed to yield in 79% of minor pedestrian crashes and 57% of minor bicycle crashes, which are much higher rates than in serious crashes.

The majority of minor bicycle crashes were at intersections, with more at signals (41%) than unsignalized intersections (26%). Some were at driveways (18%) and a smaller number were segment crashes (12%).

Minor pedestrian crashes were also mostly at intersections, with more at signals (33%) than unsignalized intersections (30%). Fewer (17%) involved informal midblock crossing than serious crashes and the smallest share were at driveways (12%).

Notably, no pedestrian crashes and only one bicycle crash involved a driver disobeying a traffic signal. Reckless or aggressive driving also did not appear in these histories. Negligence, inattention, and poor visibility (night or heavy rain) were most often cited in these crashes. Relatively few minor crashes (2 pedestrian and 8 bicycle) were related to conflicts entering or exiting on-street parking.

Focal Corridors

Serious injury crashes are not clustered in any one place. They have happened in all neighborhoods of the city, but almost exclusively on arterial streets. Shelburne Street and Riverside Avenue have had the highest number of serious injury crashes of any streets in the city, at 11 and 10 respectively. Other arterials with notable numbers of serious crashes (6+ over 10 years) are Main Street, Pine Street, Winooski Avenue, and North Avenue. The only intersection to have reached 3 serious crashes in ten years is Shelburne Street and Home Avenue. The majority of serious crashes at intersections (27 of 38) have been the only serious crash at the intersection in the last decade.

When considering bicycle and pedestrian crashes, regardless of severity, a similar pattern is seen. These crashes are spread around the city rather than concentrated on any particular streets or neighborhoods. These are also overwhelmingly on arterial streets. Winooski Avenue, Pine Street, Main Street, Pearl Street, and Colchester Avenue have the highest number of bike and pedestrian crashes.

Given 73% of serious crashes occur on the arterial roadways, a high injury network comprised of focal corridors on the arterial network represents the vast majority of safety challenges to be addressed. The focal corridor network includes those arterial roadways in the city which contribute most to the City's crash history, and in particular severe injury or fatal crashes, as depicted in the map in 4.



Figure 4. Focal Corridor High Injury Network

Although there are no locations that can be described as specific “hot spots” or high-crash locations, the dispersion of crashes around the city is informative. Based on this distribution, a focus on the focal corridor arterial streets, signalized intersections, and (for pedestrians and bicyclists) special emphasis on downtown have emerged as key focal areas.

Safety Analysis Takeaways

One of the most notable conclusions is the minimal occurrences of red light running and excessive speed in Burlington’s serious crashes. However, while compliance in those areas is strong, other behavioral factors including impaired driving and informal midblock crossing were more frequent.

Serious crashes without pedestrian or bicyclist involvement are mostly between turning vehicles at signals or fixed object strikes. Fixed object strikes generally involve some type of driver error resulting in loss of control. Motorcyclists are also overrepresented in these crashes.

Most pedestrian or bicyclist crashes do not produce serious injuries, likely due to the low speeds involved – in fact, some have occurred when bicycles overtake vehicles. Serious pedestrian crashes tend to involve a pedestrian misjudging traffic when crossing improperly midblock or a driver not seeing a pedestrian as they complete a turn. Visibility or inattention tend to be causal, while speed through a turn does not. Serious bicycle crashes tend to involve cyclists moving through intersections out of turn.

Finally, with no specific high crash locations found, a more general focus on arterials, signalized intersections, and downtown is advised. Focusing improvements on these areas, with particular attention to providing adequate sight lines to all conflict points, appropriate lighting, and channelizing movements (avoiding informal use of space or irregular crossings), will create a solid foundation for a data-driven safety plan.

Community Context Considerations

Understanding community context is crucial to focusing investments on transportation safety that maximize potential benefits and have the greatest impact on safety outcomes. Additionally, addressing the safety needs of underserved communities is at the forefront of the Safe Streets for All initiative. Burlington is the largest City in Vermont, with a population of over 44,500 people. The majority of the City's population resides in areas of persistent poverty, as all but two of the City's census tracts are persistent poverty census tracts. Of the City's residents, approximately 17,300 people, or 28% of the population, live in historically disadvantaged community census tracts. Compared to the rest of Vermont, Burlington ranks in the 60th percentile for individuals living below 200% of the federal poverty line, 56th percentile for unemployment, 85th percentile for renter-occupied housing, 77th percentile for housing cost burden, and 73rd percentile for limited English proficiency. These metrics highlight social vulnerabilities affecting a substantial portion of the City's population.

Community context is also key to understanding the places where there is higher propensity for vulnerable users on the system and higher risk for roadway users. This context informs prioritization of actions and investments. Metrics that characterize the demographics of the City's various neighborhoods and access to community destinations were developed to identify areas with higher likelihood of walking, biking, and rolling and higher risk for negative safety outcomes. Each metric, or index, scores the level of need and applies it to individual roadway segments based on demographic characteristics within the block group or proximity to community destinations.

The demographic index evaluated population characteristics derived from ACS 5-Year Estimates (2017-2022) as an indicator of areas where residents may have higher likelihood of walking, biking, or rolling out of necessity or predisposition to risk of negative safety outcomes. At the block group level, population characteristics were considered in the

demographic index as follows:

- Percent Living in Poverty
- Percent Youth (<18)
- Percent Elderly (65+)
- Percent Living with Disability
- Percent No Car Available

The destination access index evaluated the locations of destinations and facilities that provide vital resources to the community. The selection of locations represents places within the City that have a higher likelihood of people walking, biking, or rolling to

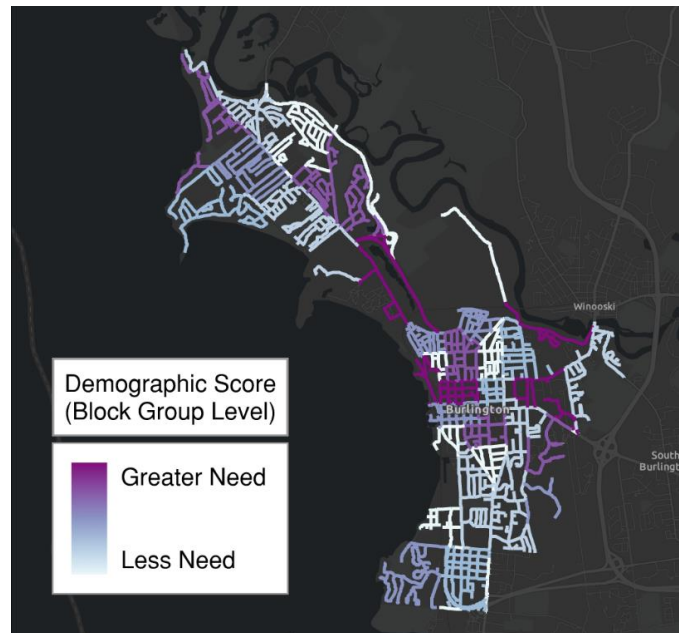


Figure 5. Demographic Index

access the resources and services provided. The location selection was based on the E911 database which provides location type information for all buildings, landmarks, and locations in Burlington. Location types were aggregated into categories of destinations and facilities as follows:

- Government and Public Buildings
- Community Centers
- Schools and Daycares
- Parks and Outdoor Spaces
- Shelters and Food Resources
- Affordable Dwelling Units
- Transit Stops and Lines

These indices were applied to the roadway network with two different processes. The demographic index was applied to the street network by spatially joining the census block group to roadway

segments, scoring each road segment according to the census block group it most overlaps with. The community destinations index was attributed to roadway segments by assessing the number of destinations or facilities within a quarter-mile of each segment. Each input to the destination or demographic indices was normalized on a zero to one scale. Normalized values were multiplied by their corresponding weighting, generating scores for each index. The final score for each road segment was calculated by combining the sum of the community destination and demographic data scores.

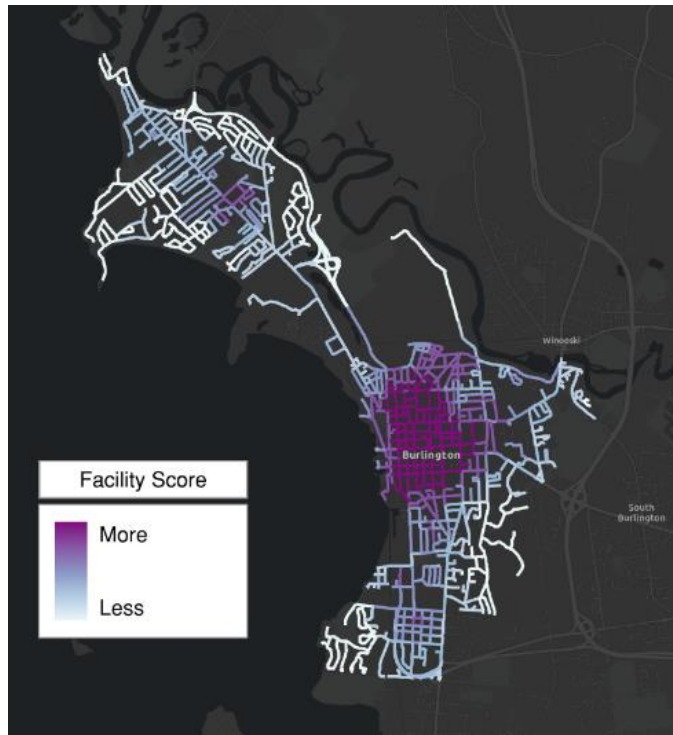


Figure 6. Destination Access Index

The demographic score indicates a demographic need based on population characteristics. The index represents a set of indicators that highlight areas where residents may have a higher likelihood of walking, biking, or rolling or face disproportionate risks of negative outcomes. This index identifies populations in need of more targeted resources based on various demographic factors.

The community destinations score reflects areas with an increased presence of resources requiring community access. This index identifies areas in need of more targeted

resources as the locations requiring community access have higher likelihoods of people walking, biking, or rolling to access the resources and services provided.

A combined score summed the demographic index and community destinations index to provide an overview of areas on the network with both high demographic need and high destination access need. The combined score was helpful in identifying both areas of high need and the potential for impactful intervention, where roadways connect underserved populations to vital community resources.

Survey Results

This plan included a community engagement component both to build a culture of transportation safety and to identify any blind spots in the data-based analysis. To this end, it was important to hear about individuals' experiences on the existing transportation network. One of the key opportunities for the community to engage with the plan development process was through an online survey and public input tool. The survey was shared at public meetings, posted online on the City and CCRPC websites, and sent out on platforms like Front Porch Forum. The survey was opened in July 2024 through March 2025 for community members to participate and share their input.

The survey served as an ongoing touchpoint between the community and the plan development process, garnering over 300 participants representing a range of demographics and socioeconomic backgrounds. Respondents shared their transportation safety experiences in Burlington and provided over 400 comments about locations where they felt unsafe traveling in Burlington. Additionally, there were 50 comments indicating locations where respondents stated they felt safe traveling, which identify locations with safety enhancements or other built environment features that are exemplary in fostering a safe transportation system.

Who We Heard From

The plan development process is a collective effort, designed to reflect the range of voices and experiences within the community. The survey acted as an effective tool to capture the input from a wide range of community members. Below a series of figures compares the demographics of [Survey Respondents](#) to the overall [City of Burlington](#)³.

³ City of Burlington Population: 2023 American Community Survey (ACS), 5-year estimates.

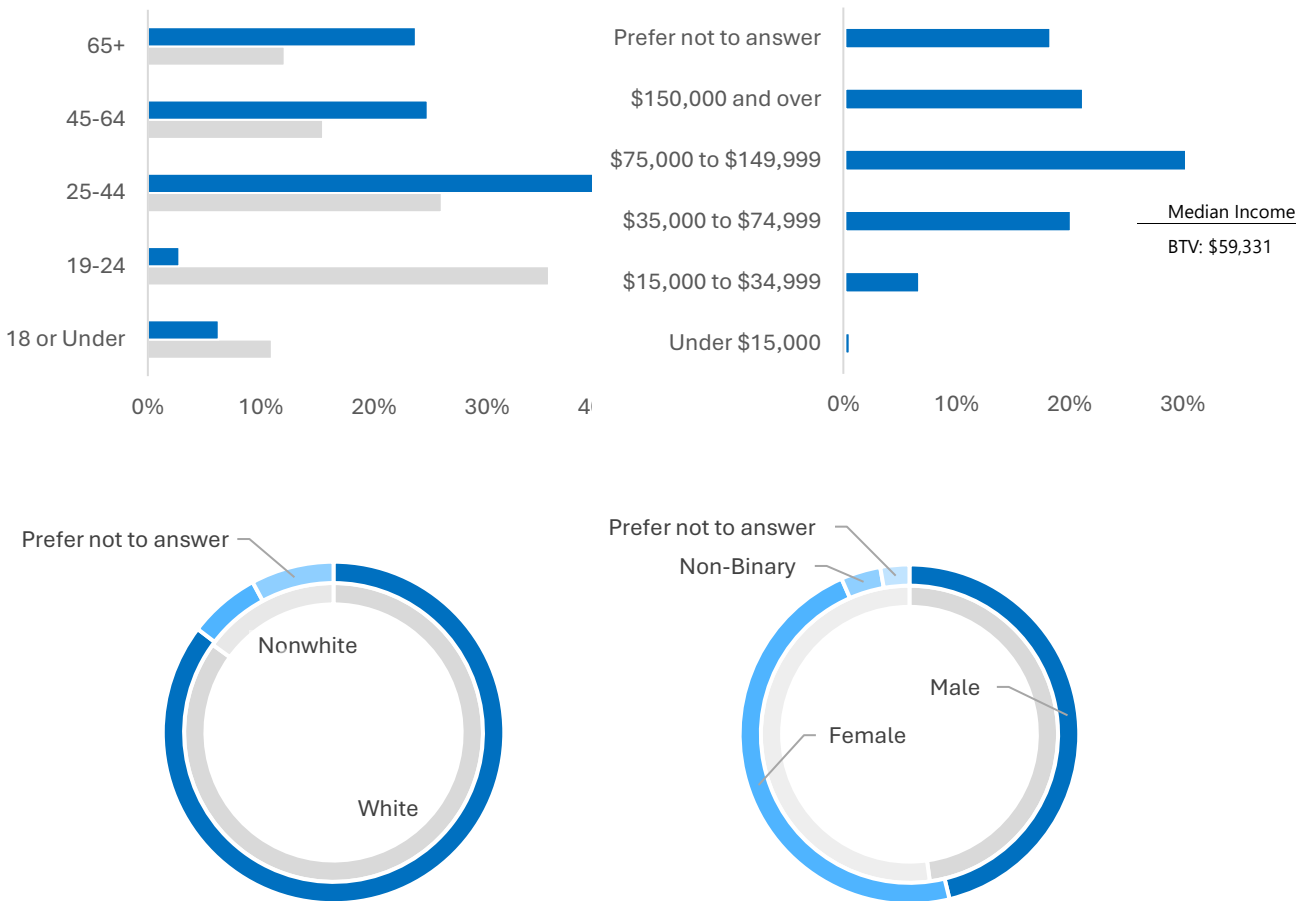


Figure 7. Survey to Census Demographics Comparison

Generally, the survey respondent demographics were consistent with Burlington's population, including for gender and race. Higher incomes than the citywide median household income may have been slightly overrepresented in the respondent pool, however; about one in five respondents declined to share their household income so it was difficult to assess whether more targeted outreach based on socioeconomic factors was necessary. The distribution of ages in the respondent pool was also slightly skewed,

with more representation in the respondent pool for ages 25 and over than for younger age brackets. It is important to note that there is a disproportionately high population of 19 to 24 year olds in Burlington as compared to other Vermont communities, as the student populations of the University of Vermont and Champlain College are included in Burlington's population statistics. It is notable that there was a limited response from the 19 to 24 year old age group, and to a lesser degree the 18 and under age group, that could warrant additional targeted outreach. It is important to note that the University of Vermont and Champlain College are consistently engaged in transportation related initiatives with the City and should be targeted as a key stakeholder to represent the interests of the students, which largely account for the demographics underrepresented in the survey response.

The survey was advertised through an outreach campaign. Links and QR codes to the survey were distributed both online through project websites and Front Porch Forum posts and offline as the project team promoted the survey at the City's Neighborhood Planning Assembly meetings across each of the neighborhoods within the city. This approach offered targeted outreach to each unique neighborhood in Burlington.

What We Heard

The project team received over 400 comments with locations people have felt unsafe while traveling in Burlington. A map depicts the pinpointed locations on the system where individuals indicated their experiences as safe or unsafe. Much like the findings from the safety analysis, the arterials throughout the city had the greatest propensity of respondents pinpointing locations associated with feeling unsafe. The primary issues driving the indication of unsafe locations throughout Burlington included lack of bike lane or shared path, driver behavior and vehicle speeds, and conflicts at intersections or crossings. These top issues mirror some of the key issues identified in the safety analysis, while providing further insights into locations on the system where safety issues persist beyond the reported crash data.

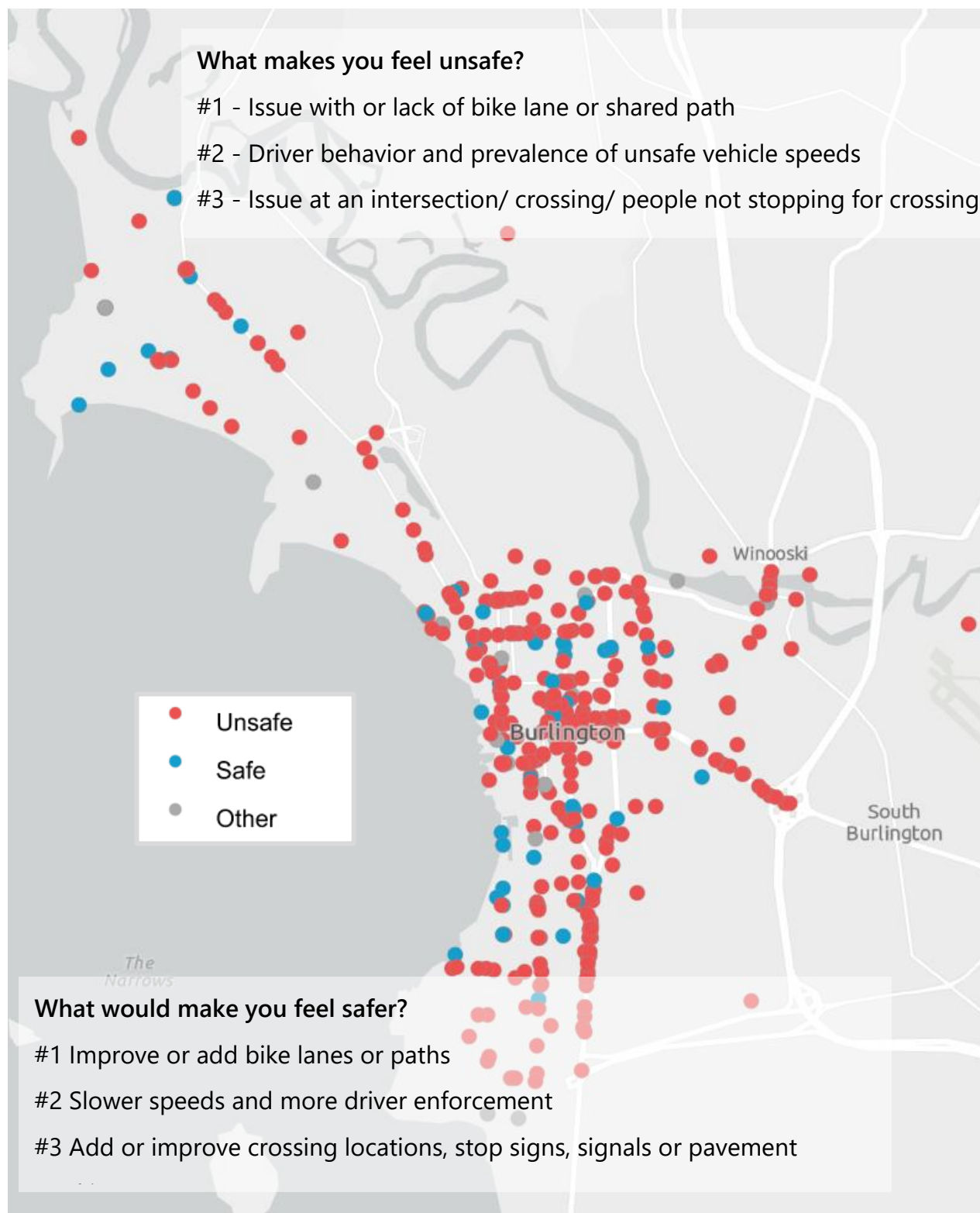


Figure 8. Survey Responses for Locations that Feel Unsafe or Safe

By providing this opportunity to identify locations on the system where individuals feel unsafe, data were expanded to user experience where near misses occur, conflicts arise, or perception of safety issues exist, even if there have yet to be crashes in these particular locations. The opportunity to weigh in on what would improve safety at locations that individuals indicated felt unsafe, the top themes were improved or added bike lanes or paths, slower vehicle speeds with more enforcement, and improved or added crossing locations.

Respondents overwhelmingly indicated locations where they feel unsafe when biking (half of responses) and walking (over a third of responses), which was consistent with the data trends from the safety analysis. A small proportion of respondents indicated where they feel unsafe when in a car (13%) and very few indicated where they feel unsafe while taking the bus (2%), using a mobility device (1%), or some other mode of transportation (1%).

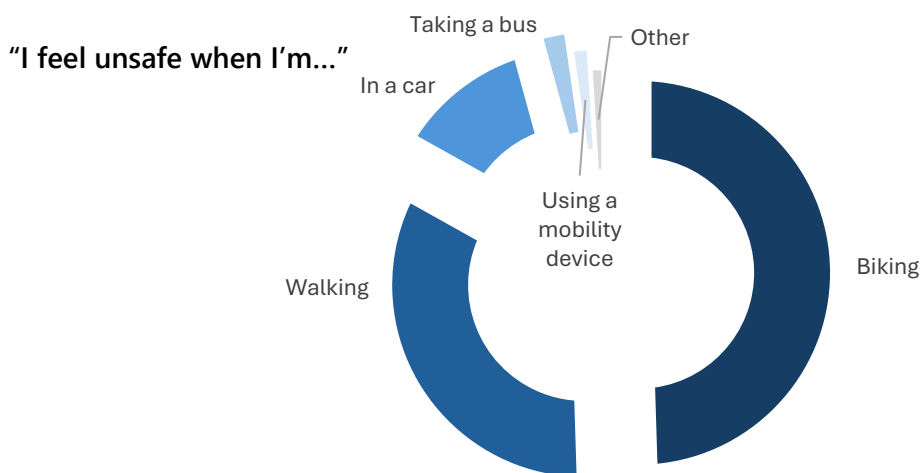


Figure 9. Transportation Mode where User Feels Unsafe

The top safety challenge associated with walking, rolling, and biking was general driver behavior according to survey respondents. Maintenance of facilities, lack of separation or

buffer from vehicles, and completeness of the network (both sidewalk/path and bike lane/shared use path) ranked in the top five safety challenges for walking and biking. For walking and rolling, safety at intersections and crossings were indicated as a top five challenge, consistent with the safety data analysis. For biking, winter snow and ice control was cited as a top five safety challenge.

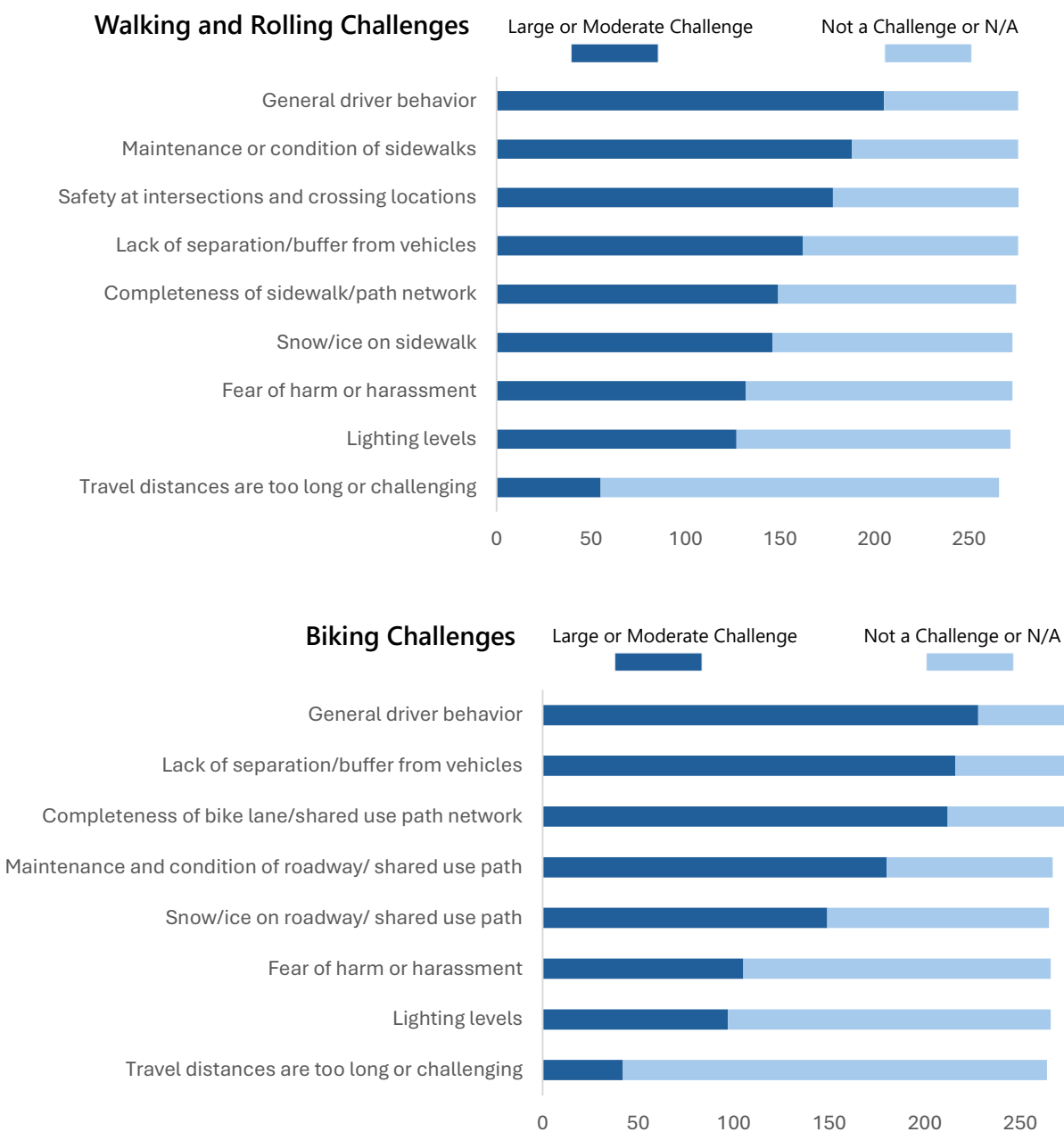


Figure 10. Challenges Identified for Walking, Rolling, Biking

The results from the survey input tool validated many of the findings from the safety data analysis, while helping to fill gaps and illuminate areas that do not necessarily show up in the crash data results. Individuals were able to weigh in on places across the system where they experience safety challenges or issues, some with frequency, and provided insights on where people experience near misses and other conflicts or issues on the system. This input was considered in the development of the Safety Action Plan through enhancement of strategies and countermeasures stemming from the safety data analysis. The input gathered through the survey tool also provided a mechanism to assess community identified needs for the prioritization of focal corridor projects and countermeasures.



ACTION PLAN



Action Plan Development

Development of an action plan that will address serious crashes in Burlington relied on a data driven approach to prioritize transportation safety through improved processes and policies, systemic strategies

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to address key emphasis areas, recommended proven safety countermeasures, and project selections on focal corridors.

A number of emphasis areas emerged from the data driven approach. This action plan focused in on those emphasis areas that contribute potential solutions to the more than 40% of serious crashes on the system involving pedestrians and bicyclists and the overwhelming 73% of serious crashes that occur on the arterial roadways. The emphasis areas that emerged from the safety data analysis trends could be generally organized into the following categories:

- Crossing Safety
- Turning Movement Safety
- Arterial Corridor Treatments

For each strategy or project selected, the emphasis area category was noted. Proven countermeasures were identified that were most applicable to the emphasis areas that emerged from the data-driven approach to the Safety Action Plan development. The efficacy of each potential countermeasure was carried through the action plan tables, with the crash reduction potential indicated for each strategy or project where relevant. The application of relevant proven countermeasures to the Safety Action Plan projects and strategies was detailed in the Proven Countermeasures section below.

Priority actions stemmed from systemic initiatives or proposed changes to policy that were specifically anticipated to address key emerging safety trends from the data analysis. These actions are expected to apply across the system, with recommendations listed for prioritization of implementation citywide. The priority actions are detailed in the Priority Action section below.

Serious pedestrian and bicycle crashes have occurred almost exclusively on the arterial network. As a result, the data analysis stage of this project produced strong direction on where on the system to concentrate improvements. The Safety Action Plan was organized around selected focal corridors on the arterial network. Prioritization of the focal corridors entailed weighted scoring of safety, network priority, community context considerations, community identified needs, relative costs, and ease of implementation. This prioritization is described in the Focal Corridors section below.

For each focal corridor, a brief synopsis of the improvement evolution of the corridor was provided, as well as relevant planning, scoping, or design to be considered in implementation. Individualized recommendations were developed for each of the focal corridors, with many of the recommendations drawn from the long-range planning efforts in the original planBTV plan. Each potential carry forward (i.e., uncompleted) project from that plan was reviewed to assess the safety benefit and applicability to the safety risks that emerged from the most recent crash data analysis. Many of these projects are incorporated as recommendations in the new plan, with updates or additions as needed. The projects for each focal corridor are detailed in the Safety Action Tables section below. This chapter steps through the relevant safety countermeasures and how they are applied to the Safety Action Plan. It then details the citywide systemic and policy driven priority actions, the prioritization of the focal corridors, and the safety action tables developed for each of the focal corridors. Finally, implementation and evaluation of the action plan and potential funding sources are discussed.

Proven Countermeasures

Each strategy and project were evaluated based on the crash reduction potential. Proven countermeasures have demonstrated crash reductions that have been quantified through published research studies. The efficacy of the countermeasure in reducing crashes is summarized in a measure called a crash modification factor (CMF). A CMF provides an estimate of the change in the number of crashes that can be anticipated with the

implementation of a countermeasure. For instance, take a segment of roadway that has experienced 20 pedestrian crashes per year and apply a countermeasure that has a CMF of 0.75 for pedestrian crashes. The expected result of the countermeasure application would be 15 pedestrian crashes per year ($20 \times 0.75 = 15$) or a reduction of 5 crashes per year.

The CMF can be applied to future scenarios to understand the crash reduction potential of a type of treatment elsewhere. Crash modification factors for infrastructure-based countermeasures, and their associated research studies, are compiled in the Crash Modification Factors Clearinghouse⁴ maintained by FHWA. The CMF Clearinghouse provides a rating to indicate the quality or confidence in the results of the study producing the CMF. These are also ratings leveraged in publications like NHTSA's Countermeasures That Work⁵ to provide guidance on efficacy of countermeasures that fall outside of infrastructure-based solutions, such as behavior-oriented strategies in education or enforcement.

For each listed strategy or project, the CMF for the recommended countermeasure is applied to the relevant crash history, calculating an expected crash reduction. In cases where multiple countermeasures are recommended, the countermeasure most applicable was highlighted in bold font and the associated CMF for the countermeasure was used to assess the potential crash reduction for the project or strategy. The table below lists the relevant CMF for the proven countermeasures presented in this plan.

⁴ FHWA, Crash Modification Factor Clearinghouse, <http://www.cmfclearinghouse.org/>

⁵ NHTSA, Countermeasures that Work: A Highway Safety Countermeasure Guide for State Highway Safety Offices, <https://www.nhtsa.gov/book/countermeasures/countermeasures-that-work>

CATEGORY	COUNTERMEASURE	CRASH TYPE AND SEVERITY		CRASH MODIFICATION FACTOR
Pedestrian Safety	Crosswalk Visibility Enhancements	Pedestrian Crashes		0.52
Pedestrian Safety	Leading Pedestrian Interval	Pedestrian Crashes		0.413
Pedestrian Safety	Improve Overhead Lighting	Pedestrian Crashes with Injury		0.77
Pedestrian Safety	Walkways	Pedestrian Crashes		0.12
Pedestrian Safety	Pedestrian Hybrid Beacon	Pedestrian Crashes		0.45
Pedestrian Safety	Rectangular Rapid Flashing Beacons	Pedestrian Crashes		0.53
Pedestrian Safety	Pedestrian Refuge Islands	Pedestrian Crashes		0.69
Pedestrian Safety	Shared Path	Pedestrian Crashes		0.75
Bicyclist Safety	Separated Bicycle Lanes	All Crashes		0.552
Bicyclist Safety	Bicycle Lanes	All Crashes		0.734
Pedestrian Safety Bicyclist Safety Roadway and Traffic Management	Roadway Reconfiguration	All Crashes		0.71
Bicyclist Safety Roadway and Traffic Management	Intersection Approach Management	All Crashes		0.79
Pedestrian Safety Bicyclist Safety Roadway and Traffic Management	Corridor Access Management	All Crashes		f(width, density)

Priority Actions

Systemic Policy & Process Actions

This plan identifies priority actions that are directly responsive to trends in crash data and can be applied at multiple locations across the city. The development of these systemic and policy actions took into account the robust existing framework afforded by the policies, aligned planning, and supported programming that are in place and were reviewed as part of this process. The systemic initiatives and policy changes proposed help to address gaps in the existing processes while addressing trends that emerged in the safety analysis. These are systemic initiatives and policy changes that would broadly improve road safety in Burlington.

SAFE STREETS FOR ALL

POLICY & PROCESS
CHANGES

Strategy Name	Priority Locations	Action	Emphasis Area	Countermeasure	CMF	Timeframe	Priority	Status	Target Crash Count	10 Year Crash Reduction
Maximum Spacing for Pedestrian Crossings	Shelburne Street (between Prospect Pkwy and Ledge Road) North Avenue (between cemetery and high school) Prioritize Focal Corridors and Other Arterials	Provide pedestrian crossings on arterials at a minimum interval of 1/4 mile Install RRFBs or enhanced crossing treatments as appropriate where major street does not have a stop, yield, or signal	Crossing Safety	Rectangular Rapid Flashing Beacon (RRFB)	0.53	Short Term	High	New	5	2.35
Lighting Analysis	Unsignalized Marked Crosswalks (where major street uncontrolled, including RRFB)	Perform lighting analysis using IES standard Make appropriate adjustments and installations in collaboration with Electric Department	Crossing Safety Turning Movements	Add Overhead Lighting	0.77	Medium Term	Medium	New	20	4.6
Uniform Pedestrian Phasing at Signals	Signalized Intersections Prioritize intersections with equipment needs to support rephasing/retiming (e.g., Willard / College)	Standardize 7-second LPIs at signalized intersections Consider exclusive pedestrian phases only where needed per engineering study	Crossing Safety	Implement Leading Pedestrian Interval (LPI)	0.413	Short Term	Medium	New	3	1.761
Near-Miss Detection	Downtown Intersections Signalized Intersections equipped with MioVision	Implement temporary near-miss detection for vehicle, pedestrian, and bicycle conflicts in the downtown zone to identify intersections with mitigation needs.	Crossing Safety Turning Movements	Improved Data Collection to Target Improvements	--	Medium Term	Medium	New	30	--
Control informal use of lane width at intersections	Pearl / Willard (WB) Pearl / Union (WB) College/ Winooski (WB) Other single lane approaches 14' or wider Prioritize Focal Corridors and Other Arterials	Formalize control where wide single-lane approaches operate with a de facto bypass lane. Perform an engineering analysis to determine whether a formal turn lane is justified. If not, consider curb extension treatments or restriping.	Turning Movements	Intersection Approach Management Install Left-Turn Lane	0.79	Medium Term	Medium	New	2	0.42
Pedestrian and Bicycle Intersection Awareness	Signalized intersections with non-concurrent pedestrian phases Signalized intersections with bicycle signals	Develop a new sign template with instructions for bicyclists or pedestrians at these intersections.	Crossing Safety		--	Short Term	Low	New	--	--
Pedestrian Waiting Time Countdown System	Pearl / Winooski Pearl / Prospect Main / University Heights Other signalized intersections with exclusive pedestrian phases or long cycle lengths	Consider experimentation of a pedestrian waiting time countdown system.	Crossing Safety		--	Medium Term	Low	New	--	--

Focal Corridors

Focal Corridor Prioritization

The focal corridors were prioritized based on a series of factors including number of pedestrian and bike crashes (any severity), number of serious crashes (including all users), network connectivity needs, demographic context, destination access, community identified needs from the survey input tool, relative costs, and ease of implementation. These values were compiled into a raw score and weighted score to determine priority. It is important to note that these corridors were ranked based on the data analyzed for this study, but improvements on any of the ten focal corridors would have major safety benefits in the City of Burlington, and projects on all of these corridors should be pursued as opportunities arise.

RANK	CORRIDOR	BIKE/PED CRASHES (ANY SEVERITY)	SERIOUS CRASHES (INCLUDING NON- BIKE/PED)	NETWORK CONNECTIVITY NEED	DEMOGRAPHIC CONTEXT	DESTINATION ACCESS CONTEXT	COMMUNITY IDENTIFIED NEED	COST	EASE OF IMPLEMENTATION	RAW SCORE	WEIGHTED SCORE
1	Winooski Avenue	18	4	Medium	3	3	19	\$\$	Medium	19	39
2	North Avenue	13	6	Medium	3	2	32	\$\$	Medium	19	39
3	Pine Street	16	4	Medium	2	2	25	\$\$	Medium	18	37
4	Main Street (West of Willard)	14	3	High	3	3	7	\$\$\$	Low	16	34
5	North Street	11	2	Medium	3	3	21	\$\$	Medium	17	33
6	Main Street (East of Willard)	3	4	High	3	3	14	\$\$	Medium	17	33
7	Colchester Avenue	14	4	Medium	3	1	13	\$\$	Low	15	32
8	Shelburne Street	7	7	High	2	1	34	\$\$\$	Low	15	32
9	Riverside Avenue	7	7	Low	3	2	10	\$	High	17	32
10	Battery Street	4	4	High	3	3	14	\$\$\$	Low	15	31

Safety Action Tables

Focal Corridor 1: Winooski Avenue

Prior to this plan, Winooski Avenue has received significant upgrades, including a bikeway between Main and Riverside and 4-to-3 lanes reconfiguration between Main and Pearl. Curb extensions have also been constructed in the downtown area. The main improvements to complete, as listed below, are pedestrian-focused intersection improvements. Recommendations from the Winooski Avenue Transportation Study Report should be considered.

Action #	Strategy Name	Locations	Action	Countermeasure(s)	CMF	Timeframe	Emphasis Area	Status	Target Crash Count	10 Year Crash Reduction
1a	College / South Winooski Pedestrian Improvements	College Street / South Winooski	Turning traffic failing to yield to pedestrians in crosswalk; improve with lighting, reduce crossing distance and/or speeds with curb extensions.	Crosswalk Visibility Enhancements Lighting	0.52	Medium	Crossing Safety	Carry Forward	0	--
1b	Pearl / North Winooski Pedestrian Improvements	Pearl Street / North Winooski Avenue	Southbound left turn traffic fails to yield to pedestrians in crosswalk on Pearl. Revisit pedestrian phasing, implement curb extensions to reduce speeds and crossing distance, and enhance visibility.	Crosswalk Visibility Enhancements Leading Pedestrian Intervals Lighting	0.413	Medium	Crossing Safety	Carry Forward	3	1.76
1c	North Winooski / North Pedestrian Improvements	North Winooski Avenue / North Street	Turning vehicles from Winooski failing to yield to pedestrians crossing North Street. Revisit pedestrian phasing, implement curb extensions to reduce speeds and crossing distance, and enhance visibility.	Crosswalk Visibility Enhancements Leading Pedestrian Intervals Lighting	0.413	Medium	Crossing Safety	Carry Forward	0	--
1d	Bank / South Winooski Pedestrian Improvements	Bank Street / South Winooski	Conflicts at driveway crossings (City Market and Simons gas station); improve with lighting, reduce speeds with lane reassignment, implement land use/urban design/access changes to reduce driveway crossing distances and conflicts.	Corridor Access Management Crosswalk Visibility Enhancements	0.52	Medium	Crossing Safety, Turning Movements	Carry Forward	1	0.48
1e	Cherry / South Winooski Pedestrian Improvements	Cherry Street / South Winooski	Turning or side street traffic failing to yield to pedestrians in crosswalk. Improve with curb extensions across Cherry to increase visibility and reduce crossing distance, revisit pedestrian phasing.	Crosswalk Visibility Enhancements Lighting	0.52	Medium	Crossing Safety	Carry Forward	0	--
1f	South Winooski / College Pedestrian Improvements	South Winooski Avenue / College Street	Consider high visibility crosswalks, curb extensions with creative materials	Crosswalk Visibility Enhancements Lighting	0.52	Medium	Crossing Safety, Turning Movements	Carry Forward	0	--

1g	South Winooski / Howard / St. Paul Pedestrian Improvements	South Winooski / Howard Street / St. Paul Street	Consider signal phasing changes, high visibility crosswalks, curb extensions with creative materials	Crosswalk Visibility Enhancements Leading Pedestrian Intervals Lighting	0.413	Medium	Crossing Safety, Turning Movements	Carry Forward	0	--
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Focal Corridor 2: North Avenue

North Avenue has been the subject of interim changes, with segments north of the Route 127 Ramp reconfigured from 4-to-3 lanes with addition of bike lanes in 2017. Some crossing enhancements and other improvements have been made along the corridor in the interim timeframe with additional carry forward project recommended as outlined below.

Action #	Strategy Name	Locations	Action	Countermeasure(s)	CMF	Timeframe	Emphasis Area	Status	Target Crash Count	10 Year Crash Reduction
2a	North Avenue Complete Streets Upgrades (North)	North Avenue	Stripe conventional bike lanes on North Avenue, north of Plattsburg Avenue	Bicycle Lanes	0.734	Medium	Arterial Corridors	Carry Forward	1	0.80
2b	North Avenue Intersection Safety	North Avenue	High visibility crosswalks, curb extensions with epoxy/pea gravel, flexposts, or other creative materials (at Shore, Cottage Grove, Poirier, Saratoga, and Institute)	Crosswalk Visibility Enhancements Leading Pedestrian Intervals Pedestrian Refuge Islands Lighting Rectangular Rapid Flashing Beacons	0.53	Medium	Arterial Corridors, Crossing Safety	Carry Forward	0	--
2c	North Avenue Complete Streets Upgrades (South)	North Avenue	Add permanent protected bikeway treatments along North Avenue. Add and extend protected/conventional/buffered bike lanes on North Avenue where feasible.	Separated Bicycle Lanes	0.552	Long Term	Arterial Corridors	Carry Forward	19	8.51
2d	North Avenue Crossing	Between Cambrian Way and Institute Road	Consider pedestrian crossing to satisfy spacing recommendations.	Crosswalk Visibility Enhancements Rectangular Rapid Flashing Beacon	0.52	Medium	Crossing Safety	New	2	0.96

Focal Corridor 3: Pine Street

Pine Street has had major recent improvements including bike lanes, raised crossings, traffic calming, and a shared use path installed between Kilburn and Lakeside. These improvements are so recent that they are not yet reflected in the crash data, and so a measured approach with a modest number of additional projects is recommended. These are listed below.

Action #	Strategy Name	Locations	Action	Countermeasure(s)	CMF	Timeframe	Emphasis Area	Status	Target Crash Count	10 Year Crash Reduction
3a	Pine Street Complete Streets Upgrades (Lakeside to Flynn)	Pine Street	Protected bicycle lane	Separated Bicycle Lanes	0.552	Long Term	Arterial Corridors	Carry Forward	5	2.24
3b	Pine Street Sidewalk (Lyman to Home)	Pine Street	New sidewalk	Walkways	0.12	Long Term	Arterial Corridors	Carry Forward	0	--
3c	Home / Pine Intersection	Pine Street / Home Avenue	Consider mini-roundabout and shared lane markings	Crosswalk Visibility Enhancements Lighting	0.52	Medium	Turning Movements	Carry Forward	0	--

Focal Corridor 4: Main Street (West of Willard)

This segment of Main Street is currently undergoing significant upgrades as part of the Great Streets reconstruction, which will add separated bicycle lanes and shorten pedestrian crossings. While these are expected to be effective, two additional carry forward projects outside the Great Streets limits are proposed.

Action #	Strategy Name	Locations	Action	Countermeasure	CMF	Timeframe	Emphasis Area	Status	Target Crash Count	10 Year Crash Reduction
4a	South Willard / Main Intersection	Main Street / South Willard Street	High visibility crosswalks, curb extensions with creative materials	Crosswalk Visibility Enhancement	0.52	Medium	Crossing Safety	Carry Forward	1	0.48
4b	Main / South Winooski Intersection	Main Street / South Winooski Avenue	Turning traffic failing to yield to pedestrians in crosswalk; long crossing distance and speed also factors. Improve by revisiting pedestrian phasing, reduce crossing distance and/or speeds with curb extensions, implement the Great Streets design.	Crosswalk Visibility Enhancements Intersection Approach Management	0.52	Short	Crossing Safety	Carry Forward	1	0.48

Focal Corridor 5: North Street

North Street has seen a number of pedestrian-focused improvements over the last decades. Two additional improvements are recommended.

Action #	Strategy Name	Locations	Action	Countermeasure	CMF	Timeframe	Emphasis Area	Status	Target Crash Count	10 Year Crash Reduction
5a	North Street near Murray Intersection	North Street near Murray	Conflicts between vehicles and mid-block crossings or people leaving parked cars. Implement a raised-textured intersection to reduce speeds and enhance visibility of pedestrians. Continue to study and pilot projects needed to determine best approach for traffic calming.	Rectangular Rapid Flashing Beacon	0.53	Short	Crossing Safety, Arterial Corridors	Carry Forward	2	0.94
5b	North Street Sidewalk (Prospect to Mansfield Ave - north side)	North Street	New sidewalk	Walkways	0.12	Long Term	Arterial Corridors	Carry Forward	0	--

Focal Corridor 6: Main Street (East of Willard)

This focal corridor has had few crashes but is consistently identified as a high-demand area for pedestrian and bicycle improvements. Two network improvements are recommended. This focal corridor should be revisited as part of the upcoming Main Street Corridor Study.

Action #	Strategy Name	Locations	Action	Countermeasure	CMF	Timeframe	Emphasis Area	Status	Target Crash Count	10 Year Crash Reduction
6a	Main / University Heights Intersection	Main Street / University Heights	Install high visibility pedestrian crossing, other enhancements to increase visibility of signal and crossing, revisit signal timing and phasing, and widen median refuge.	Crosswalk Visibility Enhancement	0.52	Medium	Crossing Safety	Carry Forward	0	--
6b	Main Street Path on UVM Campus	Main Street Path on UVM Campus	Continue UVM Shared Use Path to fill gap from University Heights to the Jughandle	Shared Path	0.75	Medium	Arterial Corridors	Carry Forward	2	0.50

Focal Corridor 7: Colchester Avenue

Colchester Avenue is a low-speed arterial with a cross section that varies between two and three lanes. It is a critical connection between downtown, UVM, the hospital, and Winooski and serves high levels of vehicle and nonmotorized traffic. Over a decade ago, a 4-to-3 lane reconfiguration and introduction of bike lanes was implemented between East Avenue and Prospect. A missing segment of sidewalk between Greenmount Cemetery and Calarco Court was installed. More recently, a shared use path along the south side was widened and extended between East Avenue and Prospect. Additionally, midblock crossings with RRFBs have been added to improve pedestrian crossings and minor improvements have been implemented at the intersections with Prospect / Pearl and Barrett. Continuing bike facilities further east is a key network connectivity goal, as well as intersection improvements. Recommendations from the Colchester Avenue: Bikeways, Parking, and Intersection Safety Study and Pearl Street / Prospect Street / Colchester Avenue Intersection Scoping Study should be considered.

Action #	Strategy Name	Locations	Action	Countermeasure	CMF	Timeframe	Emphasis Area	Status	Target Crash Count	10 Year Crash Reduction
7a	East / Colchester Intersection	East Avenue / Colchester Avenue	Turning traffic failing to yield to pedestrians in crosswalk, address with mid-block, median-protected crossings to the west of this intersection.	Crosswalk Visibility Enhancements Leading Pedestrian Intervals Pedestrian Refuge Islands Lighting	0.413	Medium	Crossing Safety	Carry Forward	1	0.59
7b	Colchester Avenue Bikeway	Colchester Avenue Bikeway	Stripe bike lanes on Colchester east of East Avenue, with a more robust treatment long-term.	Bicycle Lanes	0.734	Medium	Arterial Corridors	Carry Forward	0	--
7c	Colchester / UVMCMC Intersection	Colchester Avenue / UVMCMC Entrance	Install high visibility pedestrian crossing.	Crosswalk Visibility Enhancements	0.52	Medium	Crossing Safety	Carry Forward	1	0.48
7d	Colchester Avenue Complete Streets Upgrades (Prospect to Riverside)	Colchester Avenue	Protected bicycle lanes.	Separated Bicycle Lanes	0.552	Long Term	Arterial Corridors	Carry Forward	16	7.17
7e	Colchester / Prospect / Pearl Intersection	Colchester Avenue / Prospect Street / Pearl Street	Install long-term multimodal and safety improvements based on prior scoping study.	Intersection Approach Management Crosswalk Visibility Enhancements	0.52	Medium	Arterial Corridors	Carry Forward	1	0.48
7f	Colchester Avenue Bikeway Winooski River Crossing	Colchester Avenue	Construct a shared use path on both sides of the Burlington-Winooski bridge consistent with RAIZ(2).	Shared Use Path	0.75	Long Term	Arterial Corridors	New	0	--
7g	Barrett / Colchester Intersection	Barrett Street / Colchester Avenue	Turning traffic failing to yield to pedestrians in crosswalk – address with exclusive or advance pedestrian phase, curb extensions to reduce speeds and crossing distance, and enhance visibility with lighting or other devices. Consistent with RAIZ(2) and STP 5000(29).	Crosswalk Visibility Enhancements Lighting	0.52	Medium	Crossing Safety	Carry Forward	0	--

7h	Colchester / Riverside Realignment	Colchester / Riverside / Chase / Barrett	Implement design as proposed in STP 5000(29). Realignment to allow all bicycle movements and pedestrian crossings on 4 legs.	Crosswalk Visibility Enhancements Bicycle Lanes	0.52	Long Term	Arterial Corridors	New	0	--
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Focal Corridor 8: Shelburne Street

Shelburne Street is one of the least accommodating roadways in the City for nonmotorized traffic. Although there are alternate routes – particularly for bicycles with parallel north-south connections on Pine Street – pedestrian crossings and lack of bikeways remain a concern. With the opening of the Champlain Parkway, vehicle volumes are expected to decrease on Shelburne Street and make capacity reductions, such as a 4-to-3 reconfiguration, potentially more feasible. In the longer term, this is recommended to improve crossing opportunities and provide space for bicycle lanes. Scoping should be pursued once the Champlain Parkway is fully operational. The Home Avenue and Shelburne Street Scoping Study should be referenced for recommendations.

Action #	Strategy Name	Locations	Action	Countermeasure	CMF	Timeframe	Emphasis Area	Status	Target Crash Count	10 Year Crash Reduction
8a	Shelburne / Home Intersection	Shelburne and Home	Consider recommendations of 2024 scoping study and install mid-term recommendations.	Crosswalk Visibility Enhancements	0.52	Medium	Crossing Safety, Turning Movements	Carry Forward	1	0.48
8b	Shelburne Street 4-to-3 Conversion	Shelburne St (Flynn Ave to roundabout)	Scoping to evaluate implementation of a two-way left turn lane, reduced through lanes, and addition of bike lanes. Shorten pedestrian crossings and increase their conspicuity. Implement recommendations of scoping.	Roadway Reconfiguration Bicycle Lanes	0.71	Long Term	Arterial Corridors, Crossing Safety	New	7	2.03
8c	Shelburne Street Pedestrian Crossing	Between Prospect Parkway and roundabout	Consider pedestrian crossing to satisfy spacing recommendations.	Crosswalk Visibility Enhancements Rectangular Rapid Flashing Beacon Pedestrian Hybrid Beacon	0.52	Medium	Crossing Safety	New	2	0.96

Focal Corridor 9: Riverside Avenue

Riverside Avenue currently has a shared-use path on the north side of the road, on-road bicycle lanes, and sidewalk on the south side between Barrett Street and Intervale Road / North Prospect Street. The sidewalk and bike lanes terminate at the Intervale Avenue intersection, stopping short for those headed downtown or to connections in the Old North End. The shared use path continues to the intersection with North Winooski Avenue at which point sidewalks flank the Riverside Avenue corridor on both sides to the intersection with Intervale Avenue and Oak Street. Focus on connected and cohesive facilities and improvements at conflict points are recommended.

Action #	Strategy Name	Locations	Action	Countermeasure	CMF	Timeframe	Emphasis Area	Status	Target Crash Count	10 Year Crash Reduction
9a	Riverside: Intervale to Hillside Intersection	Riverside: Intervale to Hillside	Conflict points in parking lots and at driveway crossings create unsafe conditions for people walking or biking. Address by enhancing visibility of pedestrians, reduce speeds to reduce conflicts, land use/urban design/access changes to reduce driveway crossing distances and conflicts, added pavement markings at conflict points, and pilot more robust urban design changes as needed.	Corridor Access Management	--	Medium	Arterial Corridors	Carry Forward	7	--
9b	Riverside / North Prospect Intersection	Riverside Avenue / North Prospect Street	High visibility crosswalks, curb extensions with epoxy/pea gravel, flexposts or other creative materials, revisit pedestrian phasing.	Intersection Approach Management Crosswalk Visibility Enhancements Leading Pedestrian Interval	0.413	Medium	Crossing Safety	Carry Forward	0	--
9c	Riverside Path Extension	Riverside between North Winooski and Intervale Avenue	Shared use path on north side of street.	Shared Use Path	0.75	Long Term	Arterial Corridors	Carry Forward	1	0.25

Focal Corridor 10: Battery Street

Battery Street was investigated in depth as part of a recent scoping study, which looked at ways to improve pedestrian and bicycle facilities. This plan recommends implementing the scoping study’s recommendations.

Action #	Strategy Name	Locations	Action	Countermeasure	CMF	Timeframe	Emphasis Area	Status	Target Crash Count	10 Year Crash Reduction
10a	Battery Street Complete Streets Upgrades (Maple to Park / Sherman)	Battery Street	Lane reassignment and bike lanes (phase 1), Pearl/Battery intersection improvements and protected bike lanes (phase 2), other recommendations from active scoping study.	Roadway Reconfiguration Separated Bike Lanes	0.71	Long Term	Arterial Corridors	Carry Forward	6	1.74

Implementation & Evaluation

The action plan contains strategies that can be implemented independently in the short-term and longer-term projects that require coordination with other work. The City is committed to continuously leveraging opportunities to advance this plan, including pursuing outside funding and incorporating safety treatments into routine roadway projects. A key part of this is keeping recommendations ready as other infrastructure projects are planned, and, as resources and funding allow, chipping away at the short- and medium-term projects.

Reporting

The SS4A program requires that plans designate a reporting process and responsible party. City staff will be responsible for tracking the status of actions in this plan and periodically updating to show completed and in-progress actions.

Data Collection and Evaluation

Another requirement of SS4A is ongoing evaluation of the plan. Both process and outcomes must be evaluated. Process evaluation involves reviewing each action in the plan and determining if progress has been made. Outcome evaluation looks at the impact of activities. For most projects, safety impact is determined with a before-and-after evaluation of crash statistics in the study area. For others, new metrics such as a reduction in the number of near-misses, improved compliance with traffic control devices and laws, or other behavioral changes may be more appropriate measures of effectiveness. In addition to project-level evaluations, City staff will review total crash fatalities, serious injuries, and number of non-motorist crashes on an annual basis. The City's crash data dashboard, already linked on their website⁶, will provide monitoring metrics and transparency on safety outcomes.

⁶ [BTV Crash Data Dashboard:
https://www.arcgis.com/apps/dashboards/0d344de88f014a99b05b41a6fb2e109a](https://www.arcgis.com/apps/dashboards/0d344de88f014a99b05b41a6fb2e109a)

The City has set a goal of significantly reducing traffic-related fatalities and serious injuries by 2035. As part of the annual crash data review, City staff will assess whether Burlington is making progress towards that goal and any issues needing focused attention. Crash data will be requested from VTrans and this brief assessment will be published in writing.

Public Reporting

Burlington DPW provided leadership in the development of the Safety Action Plan and will continue to monitor implementation of the plan. This includes reviewing crash statistics and implementation status of actions, recommending re-prioritization of safety priorities, and identifying additional potential funding opportunities that support implementation of strategies and actions. The core team will also coordinate with VTrans where there are opportunities to harmonize state and city safety activities. Staff will prepare an annual progress report.

Integration with the Plan

The City recognizes that many strategies depend on other work taking place first, receiving certain funding, or coordination with future work. The PlanBTV Walk Bike Safety Action Plan is a living document that will be reviewed and updated on an ongoing basis in between full-scale updates. These updates will ensure new projects with opportunities to incorporate safety treatments are reflected in the plan and that it is integrated with other long-term planning documents.

Funding Sources

Funding to implement this Safety Action Plan must be sourced from a mix of federal, state, and local sources. Potential funding sources may include recurring funding programs, existing grants, or grants for new initiatives. These may include the following:

Local Agency Funding

Burlington engages in a coordinated effort across departments to generate a 5-year Capital Plan, known as BTV Thrives. This process identifies a program of capital investments including infrastructure projects for transportation, water, wastewater, stormwater, and other physical assets for the City. Consideration of the Safety Action Plan strategies during future funding planning and allocation should be pursued, especially for maintenance activities or other roadway improvement projects that can support safety project implementation.

Impact fees are assessed to new development with the intent of offsetting the cost of additional demand and new development on City infrastructure. As infill development across the City takes shape, transportation or traffic impact fees may be used to support pedestrian and bicyclist infrastructure safety improvements.

Tax increment financing has also been leveraged in two different districts within the City to support infrastructure investments. This mechanism has been demonstrated to support infrastructure improvements and may be a source to consider for opportunities to support the Safety Action Plan.

Regional Funding Opportunities

The CCRPC is responsible for long range transportation planning for the region. The CCRPC updates the Metropolitan Transportation Plan on a five-year recurring basis. Adoption of projects into the MTP makes them eligible for federal funding. Additionally, the CCRPC develops a Unified Planning Work Program annually to support member cities and towns in their planning activities. These mechanisms should be considered for opportunities to plan for and fund safety strategies identified in the planBTV Walk Bike Safety Action Plan.

State Funding Opportunities

State funding opportunities like the Transportation Alternatives Program or Bicycle and Pedestrian Program grants enable planning, design, and construction for projects through

support from VTrans. Applications to these programs should be considered to support components of the plan.

Highway Safety Improvement Program (HSIP)

VTrans manages the Highway Safety Improvement Program (HSIP) programs for the state. This core Federal-aid highway program funds projects and strategies that are data-driven, align with Vermont's Strategic Highway Safety Plan (SHSP), and through implementation, help reduce traffic-related fatalities and serious injuries on all public roadways including local roads. The HSIP can advance the implementation of the Safe System Approach and this Safety Action Plan. HSIP has spending targets for local road projects, historically achieved through both grants and site-specific projects.

Safe Streets and Roads for All

The Bipartisan Infrastructure Law (BIL) established the Safe Streets and Roads for All (SS4A) discretionary program that will provide \$5-6 billion in grants over the 5-year period. The City should consider applying for demonstration and/or implementation grants which are competitively awarded on an annual basis. SS4A grants require a 20% local match.

NHTSA Behavioral Safety Grants

The State Highway Safety Office (SHSO) awards millions of dollars per year to support enforcement, education, and emergency response activities to improve driver behavior and reduce deaths and injuries from motor vehicle-related crashes. Grants are made on an annual basis with applications due in May. The City should consider partnering with existing grantees to deliver programs in Burlington or applying for its own education and enforcement initiatives.

Board of Finance and City Council Submission Checklist

Department: Department of Public Works Submitter: Phillip Peterson

Title/Subject: planBTV Walk Bike Safety Action Plan Approval

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	6/16/2025
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/10/2025	Chapin Spencer
Mayor's Office informed and approved memo	Yes	6/11/2025	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	6/10/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	6/10/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



Memo

Date: June 16, 2025

To: City Council

From: Phillip Peterson, PE, Senior Transportation Planner
Madeline Suender, Public Works Engineer

CC: Chapin Spencer, Director of Public Works
Laura Wheelock, PE, City Engineer/Division Director – Technical Services

Subject: New North End Sidewalk Scoping Study Approval

Request:

We are requesting the City Council approve the following motion: The City Council approves the recommended preferred alternatives for the New North End Sidewalk Scoping Study (see Attachment-1):

- **Stanbury Road – Alternative 3:** A concrete sidewalk behind the existing curb on the east side of the road, continuing the sidewalk from Dale Road.
- **Green Acres Drive – Alternative 2:** A seasonal painted pedestrian zone on the east/north side of the street, which will serve as a pilot to evaluate the potential for a future permanent sidewalk project.
- **Cottage Grove/Loaldo Drive – Alternative 1:** No Build.

Preferred Alternative Recommendation

Through the Unified Planning Work Program, the Chittenden County Regional Planning Commission (CCRPC) and the Department of Public Works led this sidewalk scoping study in partnership with engineering consultant Hoyle Tanner & Associates. The study considered sidewalk needs along **Stanbury Road, Cottage Grove/Loaldo Drive, and Green Acres Drive**, all residential streets in Burlington's New North End that currently lack sidewalks or pedestrian facilities. The study considered feasibility, resident concerns, cost, drainage and utility constraints, and design compatibility with the surrounding neighborhood. Several alternatives were analyzed for each street, ranging from a no-build option to fully built sidewalks with new curbing and drainage.

Stanbury Road – Alternative 3

This option extends the existing 5' wide sidewalk on Dale Road to the north, improving access throughout the neighborhood and to the Burlington Greenway and Leddy Park. The sidewalk would be located behind the existing curb on the east side, with a ~3' grass strip. This would use ~8' or right-of-way space that would reduce existing front yards and driveways. This alternative was chosen for its strong network connectivity, moderate cost (~\$496,000), manageable impacts to properties, and general support of local residents. Please note that this project was limited to scoping and so funds to complete this work have yet to be identified.

Figure 1: Example of Stanbury Alt 3 at the intersection with Woodlawn Rd



Cottage Grove/Loaldo Drive – Alternative 1 (No Build)

Due to significant cost (~\$1M+), drainage and property impacts (including mature trees and gardens), and very limited public support, the study recommends a no-build alternative. Traffic calming concerns were a recurring theme for this neighborhood, so this street was added to the City's Traffic Calming Program queue of requests. The City will separately explore those interventions through our established Traffic Calming Program.

Green Acres Drive – Alternative 2

A seasonal pedestrian zone using delineators—but without pavement markings—on the east/north side of Green Acres Drive has been selected as the preferred approach. This alternative idea was generally well-received by the neighborhood during the Stanbury Road pilot in summer 2024 and could serve as an interim, lower-cost solution to improve walkability. The seasonal zone will also allow the City and residents to evaluate the feasibility and desirability of pursuing a permanent sidewalk in the future. While there is clear interest in pedestrian improvements in this neighborhood, a traditional sidewalk presents challenges due to the impacts it would have on private property—including fences, gardens, mature trees, and driveway parking space. The seasonal installation, without pavement markings, will essentially only incur costs related to Staff time.

Figure 2: Example of Green Acres Alt 2



Purpose & Need

The study's objective was to improve pedestrian safety and fill in missing sidewalk connections in a practical and cost-effective manner. The lack of pedestrian infrastructure on these streets forces residents—including children walking to school—to walk in the street. This is especially hazardous during dark or icy conditions. The study fulfills recommendations from Burlington's 2019 citywide sidewalk inventory and supports the goals of planBTV Walk Bike.

Public Engagement

Public feedback played a significant role in shaping the recommended alternatives:

- A Local Concerns Meeting was held in June 2024.
- An online survey gathered 55 responses.
- A Public Information Meeting was held in November 2024 to present alternatives and collect feedback.
- Following these engagement efforts, the **TEUC approved the study at its May 27, 2025, meeting**, recognizing the importance of aligning recommendations with resident input and broader safety considerations.

Residents were divided: some advocated for sidewalks citing safety concerns, while others voiced strong opposition due to concerns over losing garden space, driveway access, or neighborhood character. Resident input was central to shaping the preferred alternatives for each street. On Green Acres Drive, support for the pilot pedestrian zone led to the recommendation of a seasonal installation as an interim step toward a potential permanent sidewalk. On Stanbury Road, many residents supported a more conventional approach, resulting in the recommendation for a traditional sidewalk extension that builds on the existing network. In contrast, feedback from Cottage Grove and Loaldo Drive revealed a lack of

consensus and significant concerns about property impacts, parking, and tree loss—leading to the recommendation of a no-build alternative.

Next Steps

- Coordinate with the Capital Committee and various City departments to determine where this project sits in the list of City-wide capital priorities.
- Work with the Capital Program Director to explore opportunities for funding and phasing for project implementation for the Stanbury Road sidewalk.
- Explore budget and capacity for seasonal pedestrian zone implementation on Green Acres Drive.
- Collect data for Cottage Grove traffic calming concerns in accordance with DPW's Traffic Calming Program.

Please let us know if you have questions or need clarification prior to the upcoming TEUC meeting.

Thank you to the Chittenden County Regional Planning Commission for helping to fund this important study.

Attachments

1. New North End Sidewalk Scoping Study

Motion: To approve the recommended preferred alternatives for the New North End Sidewalk Scoping Study, as outlined in the staff report.



New North End Sidewalk Scoping Study Burlington, Vermont

April 2025

Prepared for:
City of Burlington and Chittenden County Regional Planning Commission (CCRPC)



Trusted Experts | Innovative Results

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A.	Local Concerns Meeting Minutes
B.	Survey Results
C.	Public Information Meeting Minutes
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EXECUTIVE SUMMARY

The Chittenden County Regional Planning Commission (CCRPC) and the City of Burlington retained Hoyle, Tanner & Associates, Inc. (Hoyle Tanner) to prepare this Sidewalk Scoping Study to investigate the potential of providing 5' wide concrete sidewalks along three sections of residential streets in the New North End neighborhood. These street sections include:

1. Stanbury Road from Staniford Road to Brierwood Lane (0.19 miles)
2. Cottage Grove from Grey Meadow Drive to North Avenue (0.39 miles)
3. Green Acres Drive from Cottage Grove to North Avenue (0.35 miles)

There are currently no sidewalks or pedestrian facilities on these three street sections. Pedestrians walk in the road, which puts them in potential conflict with vehicles, especially during hours of darkness when pedestrians are difficult to see. These streets all have existing curbs and on-street stormwater drainage systems. Street lighting exists with pole-mounted cobra-style lights on all three streets.

The main purpose of this study was to develop feasible concepts for sidewalks or alternative pedestrian facilities that would provide connectivity within the existing sidewalk network of the New North End and to incorporate input from New North End residents into the concepts. The feedback from residents, who responded to an online survey or provided comments at one of two public meetings, was mixed, with many residents in favor of sidewalks, but others concerned with impacts to their property, gardens, trees, and ability to park in their driveways. Many felt that the more pressing issue was the speed of traffic passing through their neighborhoods. The potential for pedestrian facilities and the challenges and concerns with providing facilities is different for each street as the nature of the road and properties are different.

For each street section, two to three alternatives were developed in addition to the No Build Alternative (Alternative 1). For streets with adequate roadway width (Stanbury Road and Green Acres Drive), an on-street pedestrian zone alternative was proposed. This type of zone was piloted on Stanbury Road during the summer of 2024. Two sidewalk alternatives were developed for each of the three street sections. The lower build alternative includes a sidewalk behind the existing curbline, with only minor changes to the curb where relocating the curb would protect mature trees. The higher build alternative proposes a sidewalk with a relocated curb to minimize the impacts of a new sidewalk on residents' front yards. Descriptions of all alternatives can be found in Section 5 of this study. Table 1 below summarizes Hoyle Tanners recommendations, with reasoning behind those recommendations below.

Table 1 – Recommended Alternatives

Street Name	Alternative	Estimated Cost (2024 Dollars)
Stanbury Road	Alternative 3 – Sidewalk behind curb on east side of Stanbury Road, to continue on from existing sidewalk on Dale Road.	\$496,415
Cottage Grove/Loaldo Drive	Alternative 1 – No Build	No Cost
Green Acres Drive	Alternative 2 – On-street pedestrian zone on east/north side of Green Acres Drive.	Permanent - \$753,575 Seasonal - \$246,790

Stanbury Road

While public feedback received did not show consensus, Hoyle Tanner recommends the design and construction of Alternative 3 (Sidewalk behind existing curb) for Stanbury Road. This alternative would continue the sidewalk on the east side of Dale Road north to Staniford Road, providing important north-

south connections to the Burlington Greenway and Leddy Park and would have minimal impacts to residents on Stanbury Road since a majority of properties have front yards and driveways on Woodbury Road and Woodlawn Road. A bump out at 12 and 15 Stanbury Road could protect the mature tree there and limit impacts to driveway lengths. The estimated cost of **Alternative 3 is \$496,415** (presented in 2024 Dollars). Please see Appendix D for conceptual plans and Appendix E for cost estimates. An Alternatives matrix for each street can be found in Section 9 of this study report.

Cottage Grove/Loaldo Drive

The feedback on a preferred alternative for Cottage Grove and Loaldo Drive was limited. Residents responding to the online survey or commenting at one of the public meetings appeared to be mainly concerned with cut-through traffic and wished to see traffic calming on their street. Providing a pedestrian zone on Cottage Grove is not possible due to the existing roadway width. Constructing a sidewalk along Cottage Grove that does not impact existing utility poles, mailboxes, front gardens, and mature trees would involve relocating curbs and impacting drainage. Alternatives 2 and 3, which also include intersection improvements to reduce the length of a proposed crosswalk on Loaldo Drive, would each cost more than a million dollars. Due to the large expense of the project, finite city resources, and the lack of majority support for sidewalks, Hoyle Tanner recommends the no build option of **Alternative 1, which has no cost.**

Green Acres Drive

Green Acres Drive residents who responded to the online survey or provided comments at one of the public meetings generally preferred the pedestrian zone in **Alternative 2**. This could be first piloted as it was on Stanbury Road in 2024. This concept could be piloted to test the feasibility of adjusting the curb and narrowing the street for a traditional sidewalk. If after the pilot period, residents are in favor of Alternative 2, we would recommend implementing a year-round painted pedestrian zone with delineators and permanent signage. We appreciate, however, that a painted zone would likely be cost and maintenance prohibitive for the City, with an estimated construction cost of \$753,575. Reducing the amount of paint by striping the pedestrian zone would only marginally reduce the cost to approximately \$455,600 and would still incur maintenance costs. The City could opt to implement a seasonal facility with signage, and delineators for approximately \$246,790. This seasonal option would mean during the winter months there are no pedestrian facilities, as is the current situation. The seasonal installation and removal of the delineators and planters will incur an annual expense. With both the seasonal and permanent pedestrian zone options, attractive planters could further delineate the zone and add beautification to the street.

Traffic Calming

The New North End Sidewalk Scoping Study is focused specifically on evaluating the feasibility of adding sidewalks in the area and not a traffic calming study. While sidewalk projects can sometimes have indirect effects on traffic patterns, including potential calming benefits, they are distinct from dedicated traffic calming efforts. Residents raised concerns with speeding and their desire for traffic calming at the public meetings, in the survey, and during our site visit. If residents are interested in pursuing traffic calming measures, they should follow the City's established process, which includes submitting a request and engaging with the Department of Public Works. More information on how to initiate traffic calming projects can be found on the City of Burlington's website in the Transportation section of the Department of Public Works.

1 INTRODUCTION

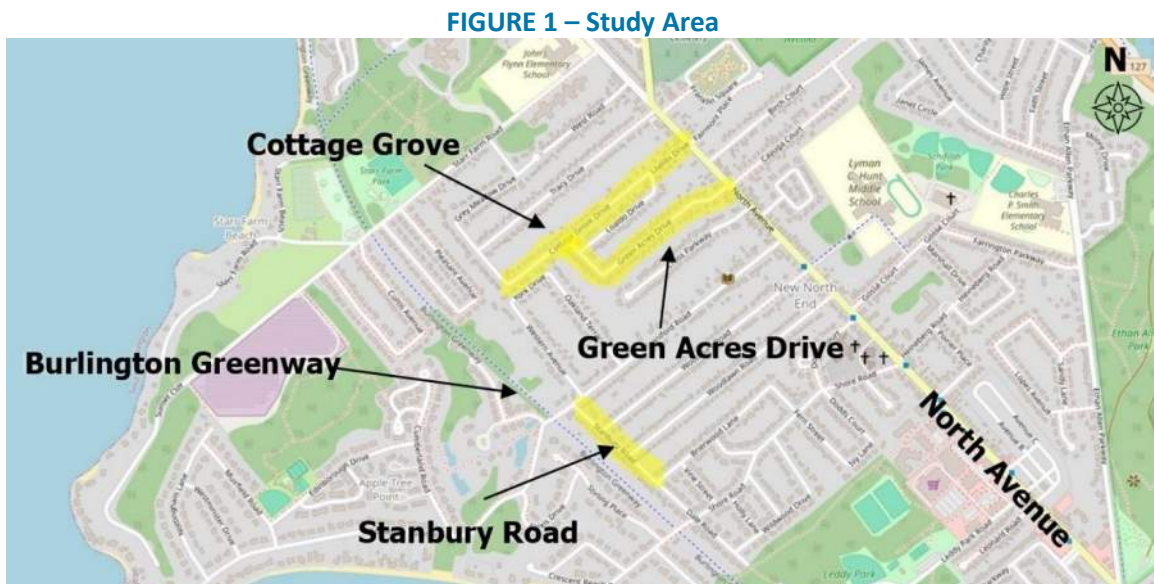
1.1 Overview

This Scoping Study for the City of Burlington, Vermont, has been completed by Hoyle, Tanner and Associates, Inc. (Hoyle Tanner). This study presents the findings of Hoyle Tanner's review of existing conditions, details of the proposed alternatives for each street, and potential right of way and utility impacts.

1.2 Study Area

The study area is located west of North Avenue in the New North End neighborhood of Burlington (see Figure 1) and includes Cottage Grove, Green Acres Drive, and part of Stanbury Road. The Cottage Grove segment includes Loaldo Drive between Cottage Grove and North Avenue. The remainder of Loaldo Drive is not part of this study. The Burlington Greenway, part of the Island Line Trail, runs parallel to Stanbury Road and is located just west of Stanbury Road.

These three streets were identified from the 2019 City wide sidewalk inventory of streets missing sidewalk. They were prioritized for this study based on proximity to pedestrian attractions and equity metrics for the surrounding areas.



2 PUBLIC INVOLVEMENT

Public involvement for this project included a Local Concerns Meeting and an Alternatives Meeting both held at the Lyman C. Hunt Middle School in the New North End neighborhood. A copy of the meeting minutes for each meeting are included in Appendices B and D, respectively. The in-person and virtual meetings were attended by City officials, a representative from the Chittenden County Regional Planning Commission (CCRPC), residents, and Hoyle Tanner personnel. Public involvement also included a project survey for residents to gather feedback on their concerns and preferences regarding a potential sidewalk. A copy of the survey questionnaire and the responses are included in Appendix B.

2.1 Local Concerns Meeting

A Local Concerns Meeting was held on June 24, 2024. The purpose of the meeting was to solicit public input, comments and concerns regarding the potential installation of new sidewalks in the study area. Hoyle Tanner went over the project study definition and schedule. The City also described a pilot pedestrian zone on Stanbury Road. Then, residents voiced concerns that they had including the following:

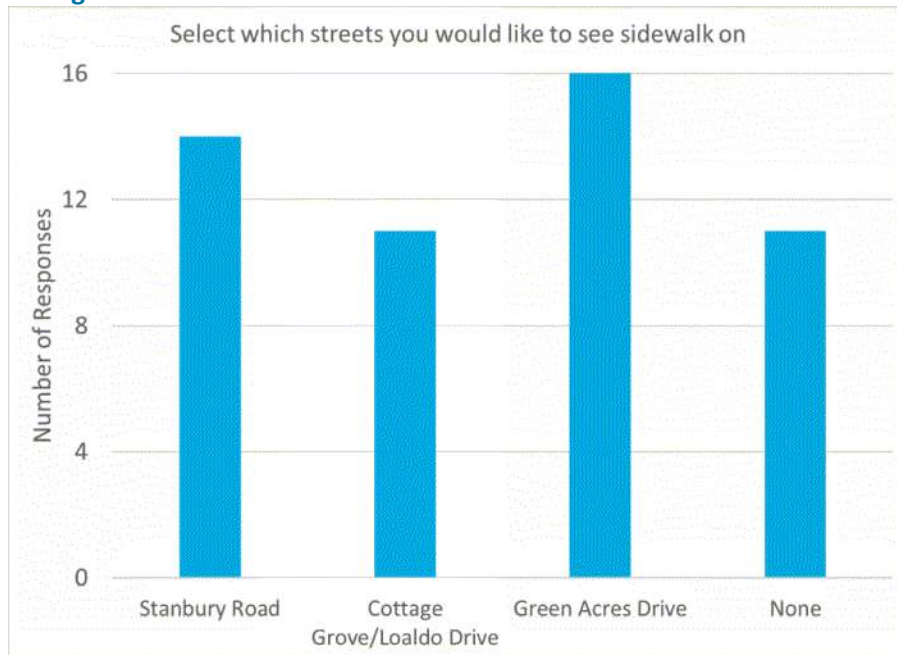
- **Sidewalk/Pedestrian Zone**
 - Support for sidewalk on east side of Stanbury Road
 - Support for pedestrian zones on other streets
 - Parents are not comfortable with children riding bikes in the road
 - Concern for loss of gardens (including commercial gardens) and front yard space
- **Speeding/Traffic Calming**
 - Concern with traffic speed in the study area
 - Concern with cut through traffic in study area that is avoiding a) the intersection of Tracy Drive and North Avenue (including box trucks), and b) other neighborhood streets with traffic calming (Staniford Road)
 - Desire for more traffic calming and stop signs
 - Support for closing the west end of Cottage Grove (making it a dead-end street)
- **Other Concerns**
 - Desire to look at pedestrian facilities, traffic calming, and the streets network holistically
 - Poor drainage and winter maintenance issues, especially on Stanbury Road and Green Acres Drive
 - Parking on Loaldo Drive and Green Acres Drive by North Avenue causing visibility issues as well as not enough room to turn into the side street if a vehicle is waiting to exit

2.2 Project Survey

The City of Burlington created a survey to gather feedback from residents in the study area neighborhoods. A link to the survey was included in the slideshow at the Local Concerns Meeting as well as advertising on Front Porch Forum, the New North End Facebook group, and the CCRPC Current Projects website. The city received 36 responses between June 26, 2024 and July 11, 2024. Additional surveys have been completed since July for a total of 55 responses. (Some residents had previously responded and were submitting additional comments.) A copy of the survey and the 55 responses can be found in Appendix B.

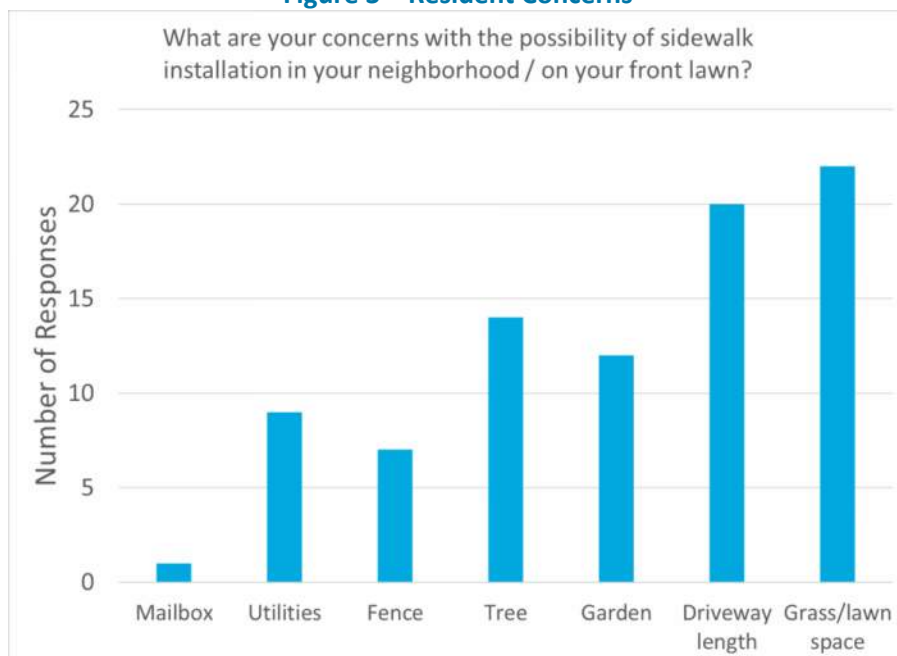
The first two survey questions were regarding respondents' names and contact details. The third question asked residents which streets they would like to see sidewalks on. Results were mixed as shown in Figure 2 below. Eleven residents (30% of respondents) answered that they didn't want to see any sidewalks (although one resident marked both "None" and "Cottage Grove"). Sixteen residents (44% of respondents) replied that they wanted sidewalks on Green Acres Drive and fourteen residents (39% of respondents) replied that they wanted sidewalks on Stanbury Road.

Figure 2 – Which Streets Residents Would Like to See Sidewalks On



The fourth question in the survey asked respondents to select, from a list, concerns they might have about a sidewalk on their front lawn or in the neighborhood. A summary of the concerns selected can be found in Figure 3 (based on the 36 responses through July 11). The two most selected responses were concerns with driveway length and the loss of grass or lawn space. Many residents noted that shortening their driveways would make it difficult or impossible to park their vehicles in their driveways. There was also concern about the loss of front yards and damage to established perennial gardens and trees.

Figure 3 – Resident Concerns



The final question on the survey asked residents for any additional thoughts. Responses were mixed with some residents supporting sidewalks and others opposed. A sample of responses supporting and opposing a sidewalk project is summarized in Table 2 below:

Table 2 – Sample of Resident Comments Regarding Sidewalk Project

Supporting Sidewalk Project	Concerns with Sidewalk Project
I am a strong proponent of pedestrian safety, and that means sidewalks. I very much want to see Stanbury have sidewalks.	I'm 100% opposed to the idea of a sidewalk. If you want to put some kind of lane on the road or something else in the road, that's fine but I don't want to lose 10ft of my lawn.
I look forward to the addition of sidewalks so that my child can safely walk to school. Thank you!	If the concern is to placate speed/traffic concerns rather than designated walking space, I'd be all for speed bumps and/or stop signs, but I vote no on sidewalks. Sidewalks in front yards will remove much of our street's beautiful greenery, shorten some driveways to unusable lengths, bring walkers too close to homes, and remove large portions of the tiny yards we already have. Thank you!
Looking forward to a solution for safe, protected walking.	I am completely opposed to this project which is seeking a problem to solve but will create many resulting problems if carried through.
I would like to see a sidewalk installed on one side of Green Acres (either side would be acceptable), with the space for it being taken from mostly, if not entirely from the roadway.	Instead of a sidewalk, my preference would be for Green Acres to have one sided parking with bollards as a pedestrian walking space.
I would be in favor of a sidewalk on one side of the street and also have parking narrowed down to one side of the road. I would want the sidewalk designed to shorten the street space rather than pulling the space from people's lawns, gardens etc.	Thank you for listening tonight. I think the issue of traffic goes beyond a fix of a sidewalk. A traffic calming study is as much or more necessary than the sidewalk study. I would be ok with a lined section of the street and bollards for pedestrians. I do not want to see our yards dug up for a sidewalk.
I would like to see a sidewalk going up green acres all the way to the cottage grove intersection, with the sidewalk extending up cottage grove from that intersection toward gray meadow - creating a link to the preexisting sidewalk that ends on grey meadow to this new sidewalk.	While a sidewalk seems like the right solution for Stanbury, the bollard divided pedestrian/bicycle space on one side of the road that was discussed at the meeting seems like a much better idea for green acres/cottage grove and eventually loaldo. I would also like to see traffic calming engineering solutions like planter bollards, raised crosswalks, speed bumps/tables etc. For most of us residents, slowing the occasional high speed driver is a much bigger concern on GA/CG than having a fully separate pedestrian walk.
No concerns--I was responding to say I love the idea! I would love it if all the proposed sidewalks get built.	There is nothing that slows traffic more than people walking in the road. There is not a lot of traffic on Green Acres Drive to warrant a sidewalk. I have lived on this street for 50+ years and there has never been a safety issue that I am aware of.

2.3 Public Information Meeting

A Public Information Meeting was held on November 4, 2024. This meeting included a presentation of the survey results and the alternatives developed with the purpose of gathering comments and a consensus on the preferred alternatives. More than half of those in attendance lived on Green Acres Drive. Discussion topics included the following:

- **Sidewalk Alternatives**
 - *In Support Of*
 - Walking in the road in the dark is not safe, and in the winter, it is dark by 5 pm.
 - *Concerns*
 - Shorter driveways may result in people not being able to park in their driveways. The garages were built mostly in the 1950's and many are too small to accommodate modern cars.
 - On street parking would be an issue with winter parking bans if people can't park in their driveways.
 - A narrower road is not worth the benefit of a sidewalk.
 - Some residents have working gardens that are used for their businesses and do not want them removed.
- **Pedestrian/Bicycle Zone Alternatives**
 - *In Support Of*
 - Some residents who attended are not in favor of sidewalks but are in favor of the temporary pedestrian zones.
 - Consider the use of planters or bollards instead of cones if a pedestrian and bicycle zone became an annual fixture.
 - Residents generally liked having the dedicated walking and biking zone on Stanbury Road, although standing water resulting from poor drainage was an issue.
 - *Concerns*
 - Concern about the pedestrian zone narrowing of the roadway to effectively a single lane. The pilot pedestrian and bicycle zone meant that vehicles often had to pull over to let other vehicles pass.
- **Traffic Calming**
 - If the speeding issue can be solved, sidewalks may not be needed.
- **General**
 - Some residents said that they are comfortable walking in the street and feel safe doing so.
 - Need to look at the neighborhood traffic holistically – the Tracy Drive and Plattsburg Avenue intersection effects traffic patterns in the study area.

This is a summary of the opinions of the thirty or so residents who attended the meeting.

3 PURPOSE AND NEED STATEMENT

3.1 Purpose

The purpose of the Burlington New North End Sidewalk Scoping Study project is to provide a continuous network of pedestrian facilities within the study area and to improve pedestrian safety.

3.2 Need

There are currently no pedestrian facilities within the study area. Some surrounding streets have sidewalks, but there are no pedestrian facilities in the study area that connect to those sidewalks. Currently, pedestrians walk in the street as there is no other alternative.

This project area needs improved pedestrian facilities along these streets and connections to the existing network. The streets identified need improvements for the safety of non-motorists within the right-of-way and the interface with vehicles.

4 EXISTING CONDITIONS

The study area includes road segments on Stanbury Road, Cottage Grove, Loaldo Drive, and Green Acres Drive. The study area streets are all located in the New North End neighborhood, west of North Avenue and south of Starr Farm Road. The Burlington Greenway, part of the Island Line Trail, runs generally northwest to southeast through the neighborhood, just west of Stanbury Road. Access to this popular pedestrian and bicycle recreational path is via Staniford Road and Shore Road. The Lyman C Hunt Middle School, Robert Miller Community and Recreation Center, Schifilliti Park, and the C. P. Smith Elementary School are on the east side of North Avenue within walking distance of the study area. Leddy Park is also within walking distance with neighborhood access via Stanbury Road to Dale Road.

The study area segments are all residential streets with a posted speed limit of 25 mph, concrete curbs, closed drainage systems with catch basins, and cobra head style street lighting mounted on utility poles. No traffic calming features currently exist on any of these streets. Each of the streets has an active traffic calming request. The streets vary in width between 26 and 30 feet. All the streets are owned and maintained by the City of Burlington. All streets in the study area allow for on-street parking year-round, except during winter snow bans. Based on digital mapping, the right of way (ROW) on these streets varies from 40' to 60', but in most places it's the standard three rods (49'-6") generally centered on the road. The topography of the study area is generally flat.

The VTrans Public Crash Data Query Tool was used to look up ten years of crash data from July 1, 2014 through July 1, 2024. There was one crash during that period in the study area. There was a sideswipe type crash near the intersection of Loaldo Drive and Cottage Grove that resulted in property damage. There were no crashes involving pedestrians or bicyclists.

4.1 Stanbury Road



Stanbury Road Looking North

The study area includes Stanbury Road from Staniford Road to Brierwood Lane (0.19 miles). Stanbury Road runs generally northwest to southeast in the study area, parallel to the Burlington Greenway which runs behind the houses on the west side of Stanbury Road. Access to the Greenway is from Staniford Road and Shore Road. Stanbury Road turns into Dale Road midblock between Woodlawn Road and Brierwood Lane. Stanbury Road north of Woodbury Road is 27 feet wide and 30 feet south of Woodbury Road. Utility poles with streetlights are located along the west side of the street. The Postal Service delivers mail via door delivery so

there are no curbside mailboxes on Stanbury Road. A mature sycamore tree is located at 12 Stanbury Road, and there are several mature shrubs along the east side of the road. Some of the concrete curbing is in poor condition. Catch basins are located at intersections, on both sides of Stanbury Road. A majority of the properties on the east side of Stanbury Road have front yards and driveways on Woodlawn Road and Brierwood Lane.

There are existing sidewalks on the Dale Road segment just north of Brierwood Lane. The sidewalk is separated from the curb by a grass strip approximately four feet wide. The sidewalk is on both sides of the street. There are also painted pedestrian crosswalks on Woodlawn Road and Brierwood Lane. The Burlington Greenway runs parallel to Stanbury Road, behind the houses on the west side of the street.

4.2 Cottage Grove/ Loaldo Drive

The study area includes Cottage Grove from Grey Meadow Drive to Loaldo Drive and the segment of Loaldo Drive between the end of Cottage Grove and North Avenue. This stretch of road is straight and runs generally southwest to northeast. Green Acres Drive intersects Cottage Grove at an uncontrolled T-style intersection approximately 650 feet northeast of Grey Meadow Drive. Before the construction of Grey Meadow Drive, Cottage Grove was a dead-end street. The width of Cottage Grove is 26 feet wide while the Loaldo Drive section is 30 feet wide. Utility poles with streetlights are located on the north side of the street and mailboxes on posts are located on the north side of the Cottage Grove section. Catch basins are located at the intersection with Loaldo Drive. The road surface is in good condition. The south side of Cottage Grove has a wooded area eight to 19 feet deep. Some of the trees are large, mature trees.



Cottage Grove at the Green Acres Drive Intersection

The Burlington Department of Public Works conducted a traffic count and speed data analysis in June 2023, the results of which can be found in Appendix G. The average daily number of vehicles travelling along Cottage Grove was 254 vehicles. Traffic volumes during the week were slightly higher, with an

average of 274 vehicles. There were three weekday peaks, an AM peak around 8:00 AM, a midday peak around 1:00 PM, and an afternoon peak around 4:00 PM. The afternoon peak was largest, with an average of 27 vehicles per hour. The average speed of vehicles was 22 mph with an 85th percentile speed of 27 mph.

4.3 Green Acres Drive

The study area includes the entire length of Green Acres Drive between Cottage Grove and North Avenue. Green Acres includes a 90-degree bend at the western end of the street. Green Acres also has a slight jog 210 feet west of North Avenue. The road is approximately 28 feet wide, and the pavement is in good condition. Utility poles are located on the west side of Green Acres on the section between the curve and Cottage Grove. Utility poles are located along the south side of the street and shift to the north side of the street closer to North Avenue where the jog in Cottage Grove travels under the utility lines. Several large trees are located near to the curb on the inside of the 90-degree bend. Catch basins are located at the intersection with North Avenue. There are no mailboxes on Green Acres Drive as mail is delivered by door delivery.



Green Acres looking West

4.4 Utilities

Several utilities are known to service residential homes in the study area. Overhead utility poles carry electrical, cable, and telecom fiber optic lines. Pole ownership will need to be determined during the design phase. Water, sewer, and stormwater systems are owned and maintained by the City of Burlington. Vermont Gas provides natural gas to homes throughout the study area. Below is a table summarizing the known utilities within the project area.

Table 3 – Known Utilities

Utility	Owner	Within Project Limits
Electric	Burlington Electric Department	Yes
Telecom	Burlington Telecom	Yes
Cable	Comcast	Yes
Gas	Vermont Gas	Yes
Water	City of Burlington	Yes
Sewer	City of Burlington	Yes
Storm	City of Burlington	Yes

4.5 Roadway Drainage

Closed system drainage is provided throughout the study area. The spacing of catch basins varies by street, with Stanbury having catch basins located no more than 310 feet apart. On Green Acres Drive, the only catch basin is located at the intersection with North Avenue. During the local concerns meeting, residents commented about poor drainage. In a letter to the CCRPC, a resident noted that his wife fell on ice while walking their dog in the road.

During a site visit on September 9, 2024 after a rain storm, standing water was observed on Stanbury Road, including in the pilot pedestrian and bicycle lane more than an hour after the rain had stopped. The catch basins appeared to be blocked and not draining properly. The pilot pedestrian/bicycle zone had standing water the entire width of the zone in some places, with pedestrians likely to avoid using the zone.

Drainage improvements will need to be considered with all options, particularly for alternatives that impact curb location or rely on existing paved facilities.



Standing Water on Stanbury Road

4.6 Land Use Context

The New North End neighborhood has a mix of residential, recreational, educational, retail, services, religious, and health care land uses. These attractions are located within walking distance of residences in the study area. Most of the residential units in the New North End neighborhood are single family homes, but there are also some multifamily units and residential care units, including Birchwood Healthcare and Rehab Center on Starr Farm Road. The retail, restaurants, services, and religious institutions are located mainly along North Avenue. The New North End neighborhood also includes several schools, including Flynn Elementary School, Lyman C Hunt Middle School, and C.P. Smith Elementary School. These are located north of Starr Farm Road or east of North Avenue and within walking distance of students living in the study area. There are several recreational attractions scattered throughout the New North End including Starr Farm Park, Starr Farm dog park, Appletree Park, Crescent Beach, Leddy Park, Gordon H. Paquette Ice Arena, Ethan Allen Park, and Schifiliti Park. Other attractions include the Burlington Greenway and the Starr Farm Community Garden.

Sidewalks are provided on many but not all of the surrounding residential streets. Crosswalks are provided across North Avenue at signalized intersections and at midblock locations with rectangular rapid flashing beacons (RRFBs).

Stanbury Road/Dale Road and the Burlington Greenway are the only north-south pedestrian connectors in the neighborhood west of North Avenue. Dale Road has pedestrian and bicycle access into Leddy Park, so a significant portion of New North End residents walking or riding to or from Leddy Park are likely to use Stanbury Road.

5 ALTERNATIVES ANALYSIS

Four alternatives per study area street were considered and evaluated in this study. The intent was to provide pedestrian facilities while limiting impacts to existing residential properties and trees. The set of alternatives for each street is different, but each alternative falls into similar categories. Alternative 1 is a “No Build” alternative for each study area. Where there is adequate roadway width, a pedestrian and bicycle zone, such as the one piloted on Stanbury Road, is a proposed alternative. Each study area includes a low build sidewalk alternative proposing a sidewalk behind the existing curb on the preferred side of the street. This is a lower cost option as it does not involve moving the curb or modifying the drainage system, although this option would impact some residential front yards. At some locations, it is recommended that the curb be relocated to protect mature trees. Each study area also includes a high build sidewalk alternative that proposes relocating the curb to minimize impacts on existing properties while added a sidewalk to the preferred side of the street. This alternative has the highest costs and largest impacts on the road layout, drainage and parking. Although each alternative presents a layout and conceptual design, the details can be altered during the design phase and there are aspects of all the alternatives that can be “mixed and matched” to provide the preferred alternative. The preferred alternative may be different for each street.

5.1 General Constraints

While developing the alternatives for this scoping study, the existing features of the neighborhoods were taken into consideration. Many of these features are what gives the neighborhood its character and was what drew people to live on these streets, but those features also complicate the construction of sidewalks. The nature of these features varies from street to street and include the following:

- Utility Poles - All of the streets have utility poles along one side of the street. If located on the same side of the street, potential sidewalks would need to be located behind those utility poles, or the utility poles would need to be relocated.
- Established gardens and perennial plants – Many houses in the study area have established gardens in the right of way that would need to be removed and replanted if a sidewalk were to be constructed. Moving established gardens involves many hours of work and not all the plants would survive being transplanted. The loss of gardens would have an impact on the character of the neighborhood. Some residents grow plants and vegetables as part of their businesses.
- Driveways – Some of the driveways in the study area are short, and constructing a sidewalk with a grass strip would effectively shorten those driveways by eight feet or more. In some cases, if residents parked in the driveway their vehicles would block a potential sidewalk which is against City Ordinances. Parking on the street may not be an option during winter parking bans, and some 1950’s era garages are not large enough to accommodate modern vehicles.



**Fencing, established shrubs, mailboxes
and utility poles along Cottage Grove**

- Established street trees – Several mature street trees that are near the curb may be damaged during sidewalk construction or would need to be removed. These trees provide shade, traffic calming, and add character to the neighborhood.
- Mailboxes – The section of Cottage Grove has mailboxes on the north side of the street. A potential sidewalk on this side may need to relocate the mailboxes. Coordination with the US Postal Service would be needed to determine appropriate mailbox location based on delivery method. Stanbury Road and Green Acres Drive have door delivery, so curbside mailboxes are not an issue.
- Fences – Some fences that are within the right of way would need to be relocated to allow for a sidewalk. Some fences have gardens along the fence which may be impacted.
- Front yards – Some residents expressed concerns about loss of front yard lawn space.



Established shrubs and trees, utility poles, and short driveways on Stanbury Road

A sidewalk with a grass strip could decrease front yard space by eight feet or more. Sidewalks with a grassy strip are preferred as they provide room for utility poles and snow storage, and they also create a buffer between the sidewalk and the road.

Some of these features contribute to the character of the neighborhood, such as trees, shrubs and gardens, and would be difficult to relocate. The alternatives attempt to balance the desire for safe pedestrian facilities, construction cost and potential negative impacts on residents and their yards.

5.2 Stanbury Road

Like many of the neighborhoods in the study area, Stanbury Road has the constraints of utility poles and established trees and shrubs on residential property. The west side of Stanbury Road has more front yards than the east side of Stanbury Road (14 vs 4) and therefore more trees, shrubs and gardens than the side yards on the east side. Most of the side yards on Stanbury have fences that are set back from the curb and outside the right-of-way limits. There are also some shrubs and lilacs. Utility poles are located along the west side of Stanbury Road, which in some cases would need to be relocated if there were to be a sidewalk on the west side, or the sidewalk would need to accommodate the utility pole and be located further away from the curb, further impacting front yards. The driveways on both sides of Stanbury Road are short, with several driveways between 32 and 35 feet.

Residents on Stanbury Road felt that vehicles use their road as a cut through by drivers avoiding speedbumps on surrounding roads. Public input received did not show a majority on any alternate.

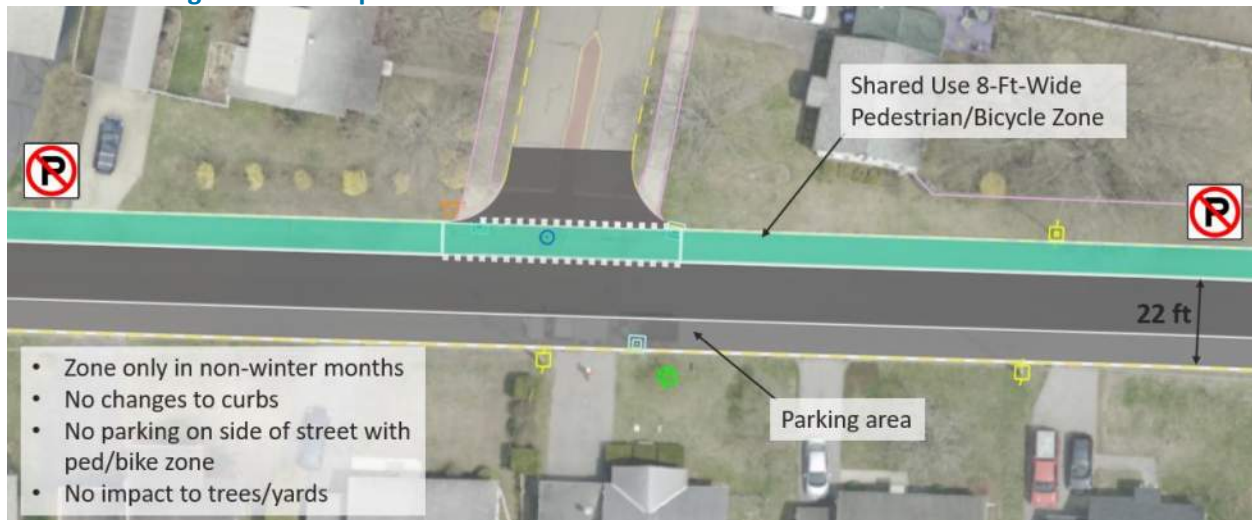
5.2.1 Alternative 1 – No Build

The “No Build” Alternative does not meet the project purpose and need or the City’s goals. This alternative would not provide any dedicated pedestrian facility.

5.2.2 Alternative 2 – Pedestrian and Bicycle Zone

Alternative 2 (see Appendix D for conceptual plans) proposes that the piloted pedestrian and bicycle zone be implemented annually to provide pedestrians and bicyclists with segregated space in the roadway. As during the pilot this summer, parking would be prohibited on the east side of the street. The width of the zone would also need to be tapered on the approach to Staniford Road, to maintain the 22-foot roadway width needed for emergency access, as it was during the pilot period. More aesthetic features such as planters or bollards can be incorporated. A bicycle and painted pedestrian zone would still operate during the winter months, but there would not be any physical delineators or physical barriers. This alternative includes a large area of green roadway paint to mark the pedestrian zone – this is quite costly (\$689,100) and will require regular maintenance. Realistically, this is not a financially viable option for the City of Burlington. The City has noted that they also do not have the capacity to maintain this level of paint. Not painting the zone would reduce costs to less than \$265,500. An unpainted pedestrian zone would be seasonal and not used during the winter months. Drainage improvements will be necessary as this zone is located along the curb line – this should be coordinated with City-wide paving projects to correct puddle areas. This alternative could also be used as an interim measure until other pedestrian facilities are constructed. Figure 4 below depicts the preferred location of the bicycle and pedestrian zone and the proposed parking areas.

Figure 4 – Example of Alternative 2 at the Intersection with Woodlawn Road



5.2.3 Alternative 3 – Sidewalk Behind Existing Curb (East Side)

Alternative 3 proposes that the existing east side sidewalk south of Dale Road be continued north to Staniford Road. Most of the fences and mature shrubs would not be impacted. The five-foot concrete sidewalk would be separated from the curb by a 3-foot greenbelt, like the existing sidewalk on Dale Road which matches City standards. The sidewalk would provide connectivity from the existing sidewalk to neighboring sidewalks on the east side of the street and provide more direct segregated pedestrian access to the Burlington Greenway and Leddy Park for this area. It is recommended that the sidewalk curves around the mature sycamore tree at 12 Stanbury Road to avoid damaging the tree's roots. This involves bumping out the curb as well. Curb extensions would also help with traffic calming which was a concern brought up during public outreach. Some branches may need to be trimmed to allow pedestrians to walk under the tree.



Fences, trees and shrubs mostly set back from the curb and outside of the right of way on the east side of Stanbury Road

Figure 5 – Example of Alternative 3 at the Intersection with Woodlawn Road

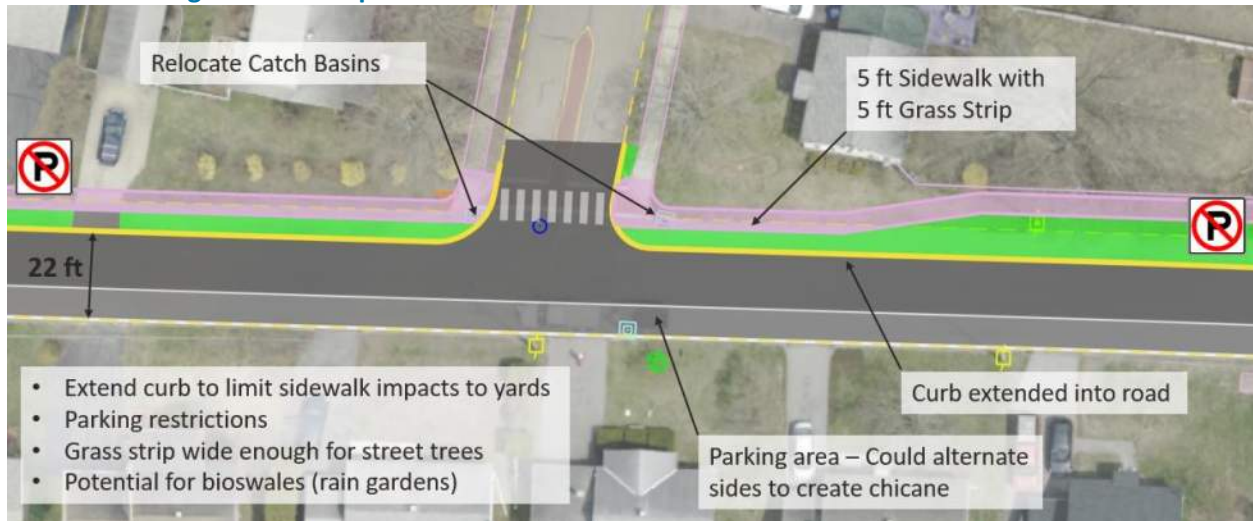


5.2.4 Alternative 4 – Sidewalk with Curb Extension

To minimize impacts to residential yards, Alternative 4 proposes extending the curb by six feet and constructing a five-foot concrete sidewalk with a five-foot grass strip on the east side of Stanbury Road. A five-foot grass strip would allow for the planting of street trees, providing shade and enhancing the character of the neighborhood. Narrowing the road and planting trees would also help with traffic calming which was a concern brought up during public outreach. The removal of some of the existing roadway would offset the new impervious surface of the sidewalk. The new roadway width would be 22 feet, which would mean that parking would be restricted to one side of the road. The designated parking areas could be staggered on either side of the road to create a “chicane-effect”, which would help calm traffic. This alternative would impact the location of existing catch basins but also provide an opportunity to create storm water mitigation bioswales (sometimes called a rain garden) at the intersections. Variations of this

alternative include narrowing the width of the grass strip to bring the sidewalk further away from residents' yards or reducing the curb extension by up to two feet to widen the roadway.

Figure 6 – Example of Alternative 4 at the Intersection with Woodlawn Road



5.3 Cottage Grove/Loaldo Drive

The roadway width and nature of the Cottage Grove section is different from the Loaldo Drive section which makes developing alternatives more complicated. For example, there is ample roadway width for a pedestrian and bicycle zone on Loaldo Drive section, but there is insufficient roadway width on Cottage Grove. Therefore, the pedestrian zone alternative was not included here.

During the site visit and the Local Concerns meeting, several residents raised concerns with vehicles using Cottage Grove as a cut through. They felt that drivers were using Cottage Grove to avoid the speed bumps on Tracy Drive and to avoid turning out of Tracy Drive onto North Avenue due to congestion and confusion at the Plattsburg Avenue traffic signal. They noted that drivers cutting through included fire trucks and delivery box trucks. Residents had raised concerns in the past, so in 2023, the City of Burlington conducted the volume and speed survey. (see Section 4.2 above and Appendix G).

Some residents noted that before the construction of homes along Grey Meadow Drive, Cottage Grove was a dead-end street. Some felt that restricting access at Grey Meadow Drive would eliminate cut through traffic and make a sidewalk not necessary. Restricting access at Grey Meadow Drive is outside the scope of this study and was determined not feasible as part of a pedestrian facilities improvement project.

Some residents also raised concerns with changing the nature of the neighborhood. These residents worried that adding a sidewalk or removing trees would take away the rural character of the street, which is what attracted them to the neighborhood. A majority of the properties on the north side of Cottage



Fences, shrubs and perennial garden next to curb on Cottage Grove

Grove include mature trees and shrubs, many near the curb, established perennial gardens and fences, which would all be impacted by a sidewalk on the north side. The utility poles and mailboxes, also on the north side, would mean that a sidewalk would need to be set back from the curb by three to four feet, further impacting gardens, trees and fences. The houses on the Cottage Grove section are also close to the street and residents have short driveways. Some driveways are between 38 and 44 feet long.

Some residents noted that the trees on Cottage Grove shade the roadway, even in winter, adding to ice and snow issues on the road due to poor drainage. Some noted this makes walking in the road more difficult during winter conditions, specifically when navigating around moving vehicles.

On the north side of the Loaldo Drive section, there are fewer gardens and trees, and the houses and fences are set back so that a sidewalk would be feasible. If a sidewalk was constructed on the north side of Loaldo Drive, a crosswalk would be needed at the Loaldo Drive intersection. This scenario was not included in the alternatives below.

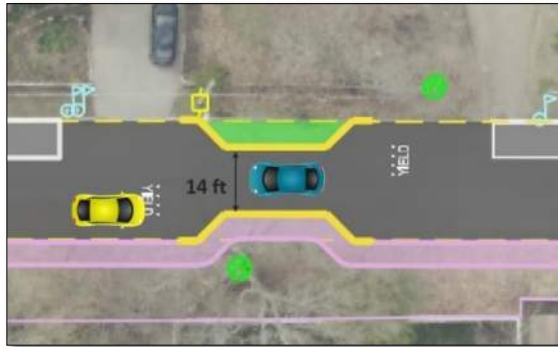
5.3.1 Alternative 1 – No Build

The “No Build” Alternative does not meet the project purpose and need or the City’s goals. This alternative would not provide any dedicated pedestrian facility.

5.3.2 Alternative 2 – Sidewalk Behind Existing Curb

Alternative 2 proposes constructing a sidewalk behind the curb on the south side of Cottage Grove and Loaldo Drive. Constructing a sidewalk on the north side, even immediately behind the curb, would likely result in the removal of many of the mature trees, established perennial gardens, shrubs, and fences along Cottage Grove, significantly impacting front yards and altering the character of the street. Relocating the utility poles and mailboxes would add additional costs and may affect mature trees that may need to have their limbs trimmed to allow for relocated utilities. Providing a sidewalk on the south side of the street would minimize these impacts, although residents would need to cross the street to access the sidewalk.

This alternative proposes extending the curb at locations where there are mature trees to protect those trees and help to maintain the character of Cottage Grove. This would also provide traffic calming which was a concern raised by some residents. These curb extensions would reduce the width of the road to 22 feet, resulting in parking restrictions on the south side of Cottage Grove. It appears that most residents already park only on the north side of the road. These curb extensions could be combined with curb extensions on the north side of Cottage Grove to create a traffic calming pinch point known as a choker. The choker would be 14 feet wide so vehicles approaching the pinch point would need to yield to opposing vehicles passing through the pinch point. This alternative includes an example of such a choker near a large, mature tree approximately 450 feet east of Green Acres Drive. This type of pinch point could be repeated at other locations along Cottage Grove. Parking would be prohibited in the choker.



Example of potential choker on Cottage Grove

Figure 7 – Example of Alternative 2 at the Intersection with Green Acres Drive



On the Loaldo Drive section of the study segment, the sidewalk would be immediately behind the curb, with no grassy strip. This would minimize the impact to residents' front yards as the houses are close to the road. This alternative also includes a redesign of the Loaldo Road intersection, narrowing the north-south segment to create a tighter turning radius. The tighter radius and proposed stop sign (pending MUTCD warrant approval) would provide traffic calming at the intersection and reduce the crossing length of the proposed crosswalk.

Figure 8 – Example of Alternative 2 at Loaldo Drive Intersection



5.3.3 Alternative 3 – Sidewalk with Curb Extension

This alternative proposed extending the curb on the south side of Cottage Grove and Loaldo Drive to provide a sidewalk with five-foot grass strip while minimizing impacts to trees, front yards and driveways. The five-foot grass strip would allow for the planting of street trees. The grass strip could be reduced to three feet to further lesson impacts to front yards. Along some sections of Cottage Grove, the sidewalk would be located immediately behind the curb to protect mature trees, especially near the intersection with Green Acres Drive and immediately west of the Loaldo Drive intersection. Extending the curb would narrow the roadway to 22 feet, and therefore, parking would be limited to only the north side of the street. This alternative does not include traffic calming chokers, but they could be incorporated into the design if desired.



**Wide intersection with Loaldo Drive,
looking west**

Figure 9 – Example of Alternative 3 at Green Acres Drive Intersection



As in Alternative 2, this alternative proposes a redesign in the Loaldo Drive intersection to reduce the turning radius, reduce the length of the proposed crosswalk, and calm traffic. It is also possible to implement different alternatives on the Cottage Grove and Loaldo Drive sections.

Figure 10 – Example of Alternative 3 at Loaldo Drive Intersection



5.4 Green Acres Drive

Green Acres Drive has similar constraints as the other two study streets. There are several mature trees, including some very large trees adjacent to the curb at the corner. The tree roots of one large tree are dislodging the curb. Some front yards have gardens, shrubs, and fences that would be impacted by a potential sidewalk. Utility poles run along the west and south side of the street, crossing from the south side to the north side near the North Avenue intersection. Driveways also short, many less than 30 feet and some only 25 feet, and available parking in driveways could be impacted by a potential sidewalk.

There are a very limited number of catch basins on Green Acres. They are located near North Avenue. Residents raised issues with drainage during the public meeting.

5.4.1 Alternative 1 – No Build

The “No Build” Alternative does not meet the project purpose and need or the City’s goals. This alternative would not provide any dedicated pedestrian facility.

5.4.2 Alternative 2 – Pedestrian and Bicycle Zone

Alternative 2 proposes a pedestrian zone be provided on the south and west side of the street. The pedestrian zone would allow pedestrians to walk along a segregated space in the roadway. Because Green Acres Drive is 28 feet wide, the pedestrian zone would be approximately six feet wide and therefore too narrow to allow shared use with bicycles. A painted pedestrian zone would provide a year-round facility but due to the cost of the paint and ongoing maintenance, it is cost prohibitive. A non-painted pedestrian zone would operate only seasonally. Both options would include delineators to indicate the edge of the zone. Parking would be restricted on the same side of the street as the pedestrian zone. This alternative could also be used as an interim measure until other pedestrian facilities are constructed. Planters or bollards could be used as a more attractive alternative to cones to separate vehicles from the pedestrian zone. Figure 11 depicts the recommended pedestrian zone location and proposed parking areas.

Figure 11 – Example of Alternative 2



5.4.3 Alternative 3 – Sidewalk Behind Existing Curb



Fence and mature trees on
Green Acres Drive

Alternative 3 proposes a sidewalk behind the existing curb. This sidewalk could be either side of Green Acres Drive or on both with similar scale of impacts. A potential sidewalk on the west and south sides of Green Acres Drive would need a three-foot-wide grass strip to accommodate the utility poles. The City prefers a grass strip for snow storage in winter and to create a buffer between the sidewalk and the road. A sidewalk on the east and north side could be located immediately behind the curb to minimize front yard impacts, but this could cause issues during winter snow removal. The conceptual plans show a grass strip.

Due to the large trees on the corner (at 169 Green Acres Drive), it is recommended that the curb and sidewalk be bumped out to minimize damage to the trees and root systems. A pinch point, similar to the one proposed on Cottage Grove, could also be implemented by the large tree north of the bend to further protect the tree and provide a traffic calming opportunity.

A sidewalk behind the curb on either side of the street would impact shrubs, trees, fences and gardens in residents' front yards. It would also impact how many cars residents are able to park in their driveways without blocking the sidewalk.

Figure 12 – Example of Alternative 3 Showing What a Preliminary Design on Both Sides of the Street



5.4.4 Alternative 4 – Sidewalk with Curb Extension

Alternative 4 proposes extending the curb on the north and east side of Green Acres to allow for a five-foot sidewalk with a five-foot grass strip. Extending the curb minimizes impacts to front yards. In order to protect the trees on the corner, this alternative proposes that the sidewalk be immediately behind the curb on the corner. The five-foot grass strip would be wide enough to plant street trees. Because extending the curb would narrow the width of the road to 22 feet, parking would be restricted to one side of the street. These parking areas could be staggered on either side of the road to create parking chicanes

for traffic calming. Catch basins near North Avenue would need to be relocated.

Figure 13 – Example of Alternative 4 with Sidewalk on Corner Outside of Existing Curb to Protect Trees



6 NATURAL AND CULTURAL RESOURCES

6.1.1 Wetlands and Watercourses

The Vermont Agency of Natural Resources (ANR) Atlas and Wetlands Inventory Map (WIM) search identified no Vermont Significant Wetland Inventory (VSWI)-mapped wetlands in the vicinity of the Project.

6.1.2 Wildlife Habitat

Due to the highly developed nature of the project area, it is not anticipated that there will be significant impacts to wildlife or wildlife habitat. Some displacement of wildlife using adjacent forested areas may temporarily occur during project construction due to noise disturbances.

6.1.3 Rare, Threatened and Endangered (RTE) Species

Results from the US Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) search indicated that the project is located within the range of the monarch butterfly (*Danaus plexippus*) which has become a candidate for listing under the Endangered Species Act (ESA) (Appendix F). The candidate status of the monarch does not provide protection under ESA so no further coordination with the USFWS is required. It is not anticipated that the Project will create significant impacts on any pollinator habitat.

A search of the ANR Atlas identified no occurrences of Rare, Threatened or Endangered (RTE) species within the vicinity of the project. Numerous occurrences of state-protected RTE species and Significant Natural Communities were identified within 0.5-miles of the project area. However, given how project activities would be heavily constrained to the existing ROW, it is not anticipated that these species or protected habitats will be impacted.

6.1.4 Agricultural Soils

The soils in the project area are classified as AdA – Adams and Windsor loamy sands, 0 to 5 percent slopes, and DdA – Duane and Deerfield soils, 0 to 5 percent slopes. These soil types are classified as Farmland of statewide importance, if drained, and Prime farmland if protected from flooding or not frequently flooded during the growing season. These soils have no potential to be used for substantial farmland as they are contained within an already developed residential and commercial area, thus their alteration is not required to be analyzed in light of the ability to affect their agricultural potential (Appendix F).

6.1.5 Hazardous Waste and Contaminated Soils

The ANR Atlas identified two hazardous waste generators located adjacent to the project area that were identified as Thunderbolt Garage and North Avenue Jolley. These sites will not be disturbed by the project.

Almost the entirety of the Project area is located within a Designated Urban Soil Zone, that suggests a potential for increase in concentrations of Polycyclic Aromatic Hydrocarbons (PAHs), Arsenic, and Lead in soil beyond typical background conditions (Appendix F). Current Project planning would re-use some disturbed soil within the Project limits. Plans will indicate for the Contractor that any excavated soil unable to be re-used will need to be disposed of within another Designated Urban Soil Zone.

6.1.6 Stormwater Permitting

Existing impervious area within the project area is 159,090 square feet (sf). This includes 50,030 square feet on Stanbury Road between Staniford Road and Brierwood Lane, 56,070 square feet on Cottage Grove Road/Loaldo Drive between Cottage Grove and North Avenue, and 52,990 square feet on Green Acres Drive.

The approximate new impervious areas for each alternative can be found in Table 4. The table also includes estimates of surface areas that are currently impervious that would be reclaimed as pervious surface areas. This mainly pertains to the lower build sidewalk alternatives where there are curb extensions and the higher build sidewalk alternatives where the roadway width is narrowed to allow for a sidewalk and five-foot-wide grass strip.

Table 4 – Impervious Surface Estimates

Impervious Surfaces		Stanbury Road		Cottage Grove/Loaldo Drive		Green Acres Drive	
		Alt 3	Alt 4	Alt 2	Alt 3	Alt 3	Alt 4
New Impervious Surfaces	Square Feet	3,777	4,341	10,162	10,206	18,138	8,917
	Acres	0.09	0.10	0.23	0.23	0.42	0.20
Reclaimed Impervious Surfaces	Square Feet	319	6,383	2,603	8,405	1,458	10,108
	Acres	0.01	0.15	0.06	0.19	0.03	0.23
Net Change	Square Feet	3,458	-2,042	7,560	1,801	16,680	-1,190
	Acres	0.08	-0.05	0.17	0.04	0.38	-0.03

A new sidewalk would be considered a separate utility and would potentially be subject to an Operational

Stormwater Permit (3-9050) if it exceeds 0.5 acres. This would depend on which combination of alternatives is progressed forward.

The need for a Construction Stormwater Permit (3-9020) would also depend on which combination of alternatives is progressed into the final design phase. If the one-acre earth disturbance threshold is met, it is anticipated that the project will be considered low risk and can be completed in accordance with the Construction Stormwater General Permit.

6.1.7 Historical or Archaeological Resources (Section 106)

A search of the National Register of Historic Places did not identify any properties within the project vicinity.

6.1.8 Public Land and Designated Conservation Areas

6.1.8.1 4 (f) Property

In the case of this project, there is no “permanent incorporation of 4(f) land into a transportation facility” and, therefore, no Section 4(f) use. A Section 4(f) evaluation does not need to be prepared.

6.1.8.2 6 (f) Property

The project is located within the municipal boundary of Burlington so the project will not impede the public’s use of public land or designated conservation areas.

7 RIGHT-OF-WAY

The majority of the proposed work is within the existing right-of-way (ROW) that was obtained from the City of Burlington digital tax maps. The marked right-of-way on the jog in Green Acres Drive does not appear to track with the alignment of the road. Further investigation would be needed to determine the right-of-way if Alternative 3 or 4 is chosen. There may be right-of-way impacts depending on the chosen alternative.

8 UTILITY IMPACTS

Overhead and underground utilities are present at the site (reference Section 4.4 of this report). These include overhead utilities such as electric and fiber as well as underground utilities such as natural gas. The conceptual design alternatives were developed in part to minimize utility impacts, although there may be the need to relocate some utility poles. Further coordination will be required during preliminary design. All build alternatives in this study have similar impacts and associated costs to buried and overhead utilities.

9 COST ESTIMATE AND ENGINEERS ESTIMATE

A detailed Estimate of Probable Construction Cost for each Alternative for each study street can be found in Appendix E. The cost for construction engineering services for each alternative are shown in the estimates and are calculated as 10% of the construction subtotal. The tables below include the construction cost and impacts of the potential project and potential permits that may be needed to implement the project.

Table 5 – Alternatives Matrix for Stanbury Road

Category		Alternative 1:	Alternative 2:	Alternative 3:	Alternative 4:
		No Build	Painted Pedestrian/ Bicycle Zone	Sidewalk Within Existing Curb	Sidewalk with Relocated Curb
Cost	Construction Cost	\$0	\$689,100	\$496,415	\$860,245
Roadway	Curbs	No change	No change	Minor Curb Alterations	Curb Relocation
	Total Roadway Width	No change (28-30' Roadway)	22' Roadway 6-8' Pedestrian/ Bicycle Zone	No change (27-30' Roadway)	22' Roadway
Bike/Ped Facilities	Road Markings	None	None	None	None
	Sidewalk	None	None - Ped/Bike Zone	5 feet	5 feet
	Green Space Barrier	None	None	0-3 feet	5 feet
Engineer- ing	Overhead Utility	None		None anticipated	
	Drainage	No change		None anticipated	Relocation of Catch Basins
Impacts	ROW	None	None	Potential Permanent Temporary Likely	Potential Permanent Temporary Likely
	Ag. Lands	None			
	Archaeological	None			
	Historic	None Anticipated			
	Hazardous Materials	None Anticipated			
	Floodplains	None			
	Fish & Wildlife	None			
	Rare, Threatened & Endangered Species	None			
	Public Lands - Sect. 4(f)	None			
	LWCP - Sect. 6(f)	None			
	Noise	None		Temporary during Construction	
	Wetlands	None			
	Permits	Act 250	None		
401 Water Quality		None			
404 USACE		None			
Stream Alteration		None			
State Individual Wetland Permit		None			
Storm Water Discharge		None		Possible	Possible

Category		Alternative 1:	Alternative 2:	Alternative 3:	Alternative 4:
		No Build	Painted Pedestrian/ Bicycle Zone	Sidewalk Within Existing Curb	Sidewalk with Relocated Curb
Permits	Lakes & Ponds	None			
	Threatened & Endangered Species	None Anticipated			
	Historic/Archaeological Resources	None Anticipated			
	Section 1111 Permit	None			
Meets Purpose and Need		No	Partially	Yes	Yes
Advantages			No impacts to front or side yards.	Sidewalk segregated from traffic.	Sidewalk segregated from traffic. Five foot grass strip allows for new street trees. Less impact to yards than Alternative 3.
Disadvantages			Painted pedestrian zone would require maintenance, and delineators would need to be moved seasonally. Non-painted Pedestrian/Bicycle Zone only during non-winter months.	Grass strip plus sidewalk affects 8 feet of residents' yards. The effective parking length of two driveways would be reduced by 8 feet.	Narrowing of street and parking on one side. Changes to closed drainage system increases cost.
Other Considerations			Not painting the Pedestrian/Bicycle Zone would reduce costs to \$265,420.	Curb relocation (to protect mature tree) may need alterations to drainage.	Opportunity for bioswale.

Table 6 – Cottage Grove/Loaldo Drive

Category		Alternative 1:	Alternative 2:	Alternative 3:
		No Build	Sidewalk Within Existing Curb	Sidewalk with Relocated Curb
Cost	Construction Cost	\$0	\$1,070,450	\$1,478,245
Roadway	Curbs	No change	Some Curb Alterations	Curb Relocation
	Total Roadway Width	No change (26-30' Roadway)	22-30' Roadway	22' Roadway
Bike/Ped Facilities	Road Markings	None	Yield markings at potential pinch point, Crosswalk and potential stop bars at Loaldo Drive Intersection	Crosswalk and potential stop bars at Loaldo Drive Intersection
	Sidewalk	None	5 feet	5 feet
	Green Space Barrier	None	0-3 feet	0-5 feet
Engineering	Overhead Utility	None	None anticipated	
	Drainage	No change	New/Relocated Catch Basins	
Impacts	ROW	None	Potential Permanent Temporary Likely	Potential Permanent Temporary Likely
	Ag. Lands	None		
	Archaeological	None		
	Historic	None Anticipated		
	Hazardous Materials	None Anticipated		
	Floodplains	None		
	Fish & Wildlife	None		
	Rare, Threatened & Endangered Species	None		
	Public Lands - Sect. 4(f)	None		
	LWCP - Sect. 6(f)	None		
	Noise	None	Temporary during Construction	
	Wetlands	None		
Permits	Act 250	None		
	401 Water Quality	None		
	404 USACE	None		
	Stream Alteration	None		
	State Individual Wetland Permit	None		
	Storm Water Discharge	None	Possible	Possible
	Lakes & Ponds	None		

Category		Alternative 1:	Alternative 2:	Alternative 3:
		<i>No Build</i>	<i>Sidewalk Within Existing Curb</i>	<i>Sidewalk with Relocated Curb</i>
Permits	<i>Threatened & Endangered Species</i>	None Anticipated		
	<i>Historic/Archaeological Resources</i>	None Anticipated		
	<i>Section 1111 Permit</i>	None		
Meets Purpose and Need		No	Yes	Yes
Advantages			Sidewalk segregated from traffic. The redesigned Loaldo Drive intersection provides traffic calming and shorter crossing distance.	Sidewalk segregated from traffic. Five-foot grass strip allows for new street trees. Less impact to yards than Alternative 2. The redesigned Loaldo Drive intersection provides traffic calming and shorter crossing distance.
Disadvantages			Some trees would need to be removed on Cottage Grove. Sidewalk affects 5 feet of residents' yards. Effective driveway length would be reduced.	Narrowing of street and parking restricted to one side. Changes to closed drainage system increases cost.
Other Considerations			Relocated curb in some sections to protect trees. Potential for traffic calming pinch point. May need changes to closed drainage system.	Least impact to yards, biggest impact to roadway width.

Table 7 – Green Acres Drive

Category		Alternative 1:	Alternative 2:	Alternative 3:	Alternative 4:
		No Build	Pedestrian Zone	Sidewalk Within Existing Curb	Sidewalk with Relocated Curb
Cost	Construction Cost	\$0	\$753,575 painted, \$246,790 non-painted	\$1,488,265	\$1,334,195
Roadway	Curbs	No change	No change	Curb Relocation at Corner	Curb Relocation
	Total Roadway Width	No change (28' Roadway)	22' Roadway 6' Pedestrian/ Bicycle Zone	No change (28' Roadway)	22' Roadway
Bike/Ped Facilities	Road Markings	None	None	None	None
	Sidewalk	None	None - Pedestrian Zone	5 feet	5 feet
	Green Space Barrier	None	None	0-3 feet	0-5 feet
Engineering	Overhead Utility	None		Relocate One Utility Pole	Relocate One Utility Pole
	Drainage	No change		Possible New Catch Basin near Curb Relocation	Relocation of Catch Basins
Impacts	ROW	None	None	Potential Permanent Temporary Likely	Potential Permanent Temporary Likely
	Ag. Lands	None			
	Archaeological	None			
	Historic	None Anticipated			
	Hazardous Materials	None Anticipated			
	Floodplains	None			
	Fish & Wildlife	None			
	Rare, Threatened & Endangered Species	None			
	Public Lands - Sect. 4(f)	None			
	LWCP - Sect. 6(f)	None			
	Noise	None		Temporary during Construction	
	Wetlands	None			
Permits	Act 250	None			
	401 Water Quality	None			
	404 USACE	None			
	Stream Alteration	None			

Category		Alternative 1:	Alternative 2:	Alternative 3:	Alternative 4:
		No Build	Painted Pedestrian Zone	Sidewalk Within Existing Curb	Sidewalk with Relocated Curb
Permits	State Individual Wetland Permit	None			
	Storm Water Discharge	None		Possible	Possible
	Lakes & Ponds	None			
	Threatened & Endangered Species	None Anticipated			
	Historic/Archaeological Resources	None Anticipated			
	Section 1111 Permit	None			
Meets Purpose and Need		No	Partially	Yes	Yes
Advantages			No impacts to front or side yards.	Sidewalk segregated from traffic.	Sidewalk segregated from traffic. Five-foot grass strip allows for new street trees. Less impact to yards than Alternative 3.
Disadvantages			Pedestrian Zone only during non-winter months.	Grass strip plus sidewalk affects 8 feet of residents' yards. Effective driveway length also reduced.	Narrowing of street and parking restricted to one side. Changes to closed drainage system increases cost.
Other Considerations			A non-painted pedestrian zone would be seasonal. In the winter months, there would be no pedestrian facility.	Bump out around inner corner to avoid mature trees. May need changes to closed drainage system.	Least impact to yards, biggest impact to roadway width.

10 PROJECT FUNDING

Project funding opportunities for this project are limited, the following are a sample of potential funding sources, and how they impact the project timeline shown below:

Table 8 – Potential Funding Sources

Funding Source	Federal Funding	Max Funding Amount
Municipally Bonded	No	-
VTrans Bicycle and Pedestrian Program Grant	Yes	80% (20% Municipal Match)
VTrans Transportation Alternatives Grant	Yes	80%, \$300,000 Max (20% Municipal Match)

11 CONCLUSIONS AND RECOMMENDATIONS

Residents in the New North End neighborhood who responded to an online survey or provided comments on one of two public meetings appear to be split on the desire to add sidewalks to their neighborhoods. Some felt that sidewalks were not necessary and had serious concerns with impacts to their property including loss of front yard space, removal of trees and gardens, and shortened driveways that would make parking on their property difficult and in some cases impossible. Other residents were in favor of sidewalks, especially those with children. They noted that the speed of traffic made them feel unsafe and they did not feel safe walking in the road in the dark. There was no consensus at the Alternatives Meeting as to which alternatives were the preferred alternatives. Residents present did agree that they felt that drivers were speeding in their neighborhoods and using Cottage Grove and Stanbury Road as cut throughs to avoid difficult intersections or other streets with traffic calming.

Below are Hoyle Tanner's recommendations on the best path forward for each street given residents concerns and the desire for some form of pedestrian facilities expressed by many, but not all residents.

11.1 Stanbury Road

Hoyle Tanner recommends that Alternative 3 on Stanbury Road advance into design. Stanbury Road is one of the few north to south roads in the neighborhood and therefore an important pedestrian connector to the Burlington Greenway and Leddy Park for those living on the surrounding streets. A sidewalk on Stanbury Road would be the natural extension of the existing sidewalk on Dale Road. Since a majority of the properties on the east side of Stanbury Road have side yards as opposed to front yards, there are fewer trees, gardens and driveways that would be impacted. Relocating the curb at 12 and 15 Stanbury Road would protect the mature Sycamore tree and limit impacts to the residents' front yards as well as provide some traffic calming.

11.2 Green Acres Drive

Green Acres Drive residents participating in the survey/public meetings were in support of a pedestrian zone along the north and east sides of the road. A pilot program would give residents the opportunity to see how that may benefit their neighborhood as well as the potential impacts of the narrower road width if Alternative 4 was pursued in the future. Hoyle Tanner recommends the pedestrian zone in Alternative 2.

11.3 Cottage Grove/Loaldo Drive

There was no clear consensus on Cottage Grove from the survey/public meetings. There were few residents from Cottage Grove or Loaldo Drive at the meeting where alternatives were presented, so it was difficult to ascertain a preferred option. Residents who have lived there for a long time remember when Cottage Grove was a dead-end street and walking in the road felt safe. The construction of Grey Meadow Drive brought through traffic, including cut through traffic avoiding traffic calming on Tracy Drive and the difficult intersection of Tracy Drive and North Avenue. There was a lot of discussion about the possibility of restricting access to all but emergency vehicles at the end of Cottage Grove. These issues were outside the scope of this sidewalk study but warrant further conversations with between the City with the potential of conducting a traffic calming study in the future. Due to lack of consensus and high cost of constructing a sidewalk, which would involve relocation of curbs and additional drainage structures, Hoyle Tanner recommends the no build option.

The following is a summary of recommendations and requirements to complete the project that has been collected during public meetings, site investigations, and the alternatives development that should be considered in the design phase of this project:

- Investigate the potential of incorporating traffic calming features such as bump outs at intersections, speed bumps, raised crossings, and mid-block pinch points that would also protect trees into the sidewalk projects.
- Consider planting street trees where possible to provide shade for pedestrians and contribute to traffic calming.
- Investigate the possibility of incorporating water mitigation bioswales when drainage relocation is part of the design.
- During preliminary design, coordination with VTrans Watershed Management Division, Stormwater Program is required to confirm that total impacts do not require an Operational Stormwater Permit or a Construction Stormwater Permit.

This Study has been completed utilizing information available as of December 2024. Design criteria, permitting requirements, field data obtained by Hoyle Tanner and reports or survey information prepared by others, are subject to change. The condition of an existing roadway can change rapidly, or it can be damaged through manmade or natural events that could alter the conclusions reached herein. Therefore, the conceptual design, estimate of construction cost, and conclusions reached in this Study should not be relied upon for an extended period.

APPENDIX A

Local Concerns Meeting Minutes

Attendees:

In Person:

Alyssa Smith (Hoyle Tanner)
Todd Sumner (Hoyle Tanner)
Maddy Suender (City of
Burlington)
Phillip Peterson (City of
Burlington)
Christine Ford (CCRPC)
Johanna Prince
John Carbs

Jim Moody
Patrica Crowley
Emily Canter
Susan Hoxie
Suzy Haas
Tim Looney
Linda Looney
Richard Yee
Christa Carter

Keegan Carter
Mary Harkin
Elaine Riley
Gabriel Courage
Holly Courage
Colin Burch
Stef Burch

Purpose:

The purpose of this meeting was to solicit public input, comments and concerns regarding the installation of new sidewalks and/or pedestrian improvements on Stanbury Road, Green Acres Drive, Cottage Grove and a portion of Loaldo Drive.

Overview:

A. Smith introduces Hoyle Tanner and begins slide presentation. Highlighted streets under consideration (Stanbury Road, Green Acres Drive, Cottage Grove Drive and Loaldo Drive). Scoping Report Schedule. Photos of existing challenges and complications to installing sidewalks. Photos of typical sidewalks in the area. Photos specific to Stanbury, Green Acres and Cottage Grove/Loaldo. A slide regarding proposed Stanbury Road Pedestrian Zone.

Discussion:

Pilot Pedestrian Zone on Stanbury Road

P. Peterson discussed the temporary pedestrian area for Stanbury Road until Nov. 1st and potential for long term insight. Noting that current parking utilization is roughly 5%, therefore reduced parking from this change is not an issue.

QUESTIONS/ COMMENTS CONCERNS:

- Resident: Has this option been considered for other roadways in the area.
- Resident: 25 mph is too fast for the pedestrian zone and other streets, we suggest 15 mph.
 - P. Peterson: the state minimum is 25 mph outside of downtown designated areas.
- Resident: Not having sidewalks beside the street in winter is treacherous. You often end up walking/falling in snow and ice.
 - A. Smith: A dedicated sidewalk would be maintained to prevent this.
- Resident: Regarding the 8ft temporary pedestrian area, there are numerous locations where drainage is not adequate and standing water can reduce the effective width of that section.
 - P. Peterson: getting into the drainage can get very costly.

- Resident: Pedestrians and bikers are funneled into the roadway. A roadway with increased traffic from people avoiding speedbumps. A lane like this on the East side of Stanbury would offer a potentially easier solution than sidewalks.
- Resident: Can you propose speedbumps that were previously voted down (same for Green Acres).
- Resident: Are these decision uniform and different by street?
 - T. Sumner: No, they are site specific.
- Resident (Green Acres intersection with Cottage Grove): I have witnessed two accidents in the last 10 years at my intersection. They both involved young boys on bikes being hit by motorists.

Stanbury Road

QUESTIONS/ COMMENTS CONCERNS:

- Resident: It is hard to comment without knowing the full range of possibles.
 - A. Smith: Options include a paved sidewalk on one or both sides of the street located either on the curb or offset. Bollard sections are an option, but not a focus.
 - M. Suender: It is possible to narrow the roadway in many areas, however minimum street widths need to be upheld to accommodate emergency vehicles.
- Resident: So, these options are partially customizable.
 - T. Sumner: Yes, in terms of where the sidewalk is but not its' size.
- Drivers use Stanbury Road to avoid speed bumps on Staniford Road.
- Resident: I think we need to take a holistic approach...focus on why people are using Stanbury to avoid the speedbumps/bad conditions on other roads.
- Support for sidewalk on east side of the street

Stanbury Road Hearing Plan Markups/Comments

- Extend the current separated sidewalk on the East side of Stanbury Rd to Staniford Rd and add a crosswalk that connects to the existing sidewalk on the North side of Staniford Rd.

Image:



Green Acres Drive

QUESTIONS/ COMMENTS CONCERNS:

- Resident: There is a significant lack of drainage, an increasing impermeable surface area will enhance the effects. Same for Cottage Grove.
 - T. Sumner: Moving the existing curb would likely require changes to the drainage system.
- Resident: I would like to see curb bump outs and a narrowed street. Possibly cut through driveways to avoid more pavement or use permeable concrete.
- Resident: There are many things that would be impacted by expanding a sidewalk beyond the current road.
- Resident: A single sidewalk in the road would be great.
- Resident: Does adding an off-road sidewalk use up some of the impermeable surfaces allowed in our lot?
 - M. Suender: No, that area is within the right of way not in individual lots.
- Resident: How did the study come about?
 - M. Suender: A city-wide survey that identified these streets as potential sites for significant improvement.
- Resident: I count the average number of cars I see driving on my walks (from Green Acres, to Loaldo, and then cottage). It averages 5-6 cars on my short walks (morning, lunch, and evening).
- Resident: Green Acres sees large rushes at peak morning and night hours without much otherwise. Many use this to avoid intersections (the crazy one).
- Resident: Bring back the dead-end road at Green Acres.
- Resident: If it turns into a dead end, we have concerns about the impact of a potential drug haven as there is a “drug house” near the end of this road.

- Residents: Green Acres and North Ave intersection forces slow turns as there are often cars parked on both side of the road here.

Green Acres Hearing Plan Markups/Comments

- A multi-use lane is more inclusive and better maintained for bikes, pedestrians, strollers, and wheelchairs than a sidewalk.
- All way stop signs at all intersections please!
- Parking on one side, shared use lane on the other, and separation for shared use lane. +4 In my opinion looks better than paint too!
- No sidewalk! +1
- Bollards and/or planters +3 and remove parking from both sides or one side of the street.

Drawn Notes:

- Shared use lane on the South side (okay on either side)
- Parking remains on North side
- Periodic Speed tables
- No parking zones close to intersections
- Crosswalk at the intersection of Green Acres and Cottage Grove.

Images:





Cottage Grove/ Loaldo Drive

QUESTIONS/ COMMENTS CONCERNS:

- Resident: I would like to not see a sidewalk built on Cottage Grove.
- Resident: I disagree, I think we need a sidewalk there.
- Resident: A large variety of pedestrians and large trucks avoid lights and go through this neighborhood...there are also people who use this street as a raceway (they can be heard at night).
- Resident: Make Cottage Grove one way east to west, you could add a bike lane and prevent large trucks from using this street.
- Resident: We have experienced issues with people speeding on one-ways in between stop signs where we previously lived.
- Resident: Reducing lane size can reduce speed, one-ways plus narrowing is a cost-effective alternative to using sidewalks as traffic calming devices (cottage grove).
- Resident: The entrance of Loaldo is constantly full (parking wise) making it very hard to turn.
- There is no stop sign at the intersection of Loaldo and Cottage Grove.

- Is there a real concern about adding sidewalks or is it mostly just about traffic calming? I feel comfortable walking currently and see young families with kids doing the same. I have concerns about how close people will be walking by my house, how much driveway I'll lose and lawn space if there is an added sidewalk. This neighborhood has a rural feel, adding sidewalks could take away from the original neighborhood feel many moved here for. Focus on traffic calming and reckless driving instead of sidewalks.
- Resident: Would a sidewalk built into the street help calm traffic and retain lot space.
- Resident (w/ 3 kids on Green Acres): Parking on both sides of the street is an issue (mostly from landscaping company on North Ave parking on our street). I vote to have a painted area on one side of the street (pedestrian area) and parking on the other to limit blind spots behind parked cars. We could survey to see how many people need street parking.
- Resident: I recommend adding a physical boundary, people do not respect paint. A shared use "lane" area is maintained with the road and allows multiple uses of the lane (bikes, pedestrians, dogs) at once, a sidewalk is only enough space for one lane user. People often gather and linger in the sidewalk, preventing other users from passing.
- Resident: Instead of plastic markers, how about temporary curbs with planters for seasonal use.
- Resident: Cottage Grove Drive has areas where drainage does not work. Ponding along curb.
- Resident: Suggested installing a dead end where Grey Meadow and Cottage Grove meet.

Cottage Grove/Loado Drive Hearing Plan Markups/Comments

- Bollards and/or planters +3 and remove parking from both sides or one side of the street.

Drawn Notes:

- Shared use lane on the South side that ties into the sidewalk present at Grey Meadow Dr.
- Parking remains on North side
- Periodic Speed tables
- No parking zones close to intersections
- Crosswalks at the intersection of Green Acres + Cottage Grove and Loado Dr + Cottage Grove

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Images:



Brief final talk about alternatives:

- Dead end Cottage Grove Road that retains emergency vehicle use
- Loaldo Drive to Cottage Grove: painted lines with bollards (widely supported by others). This will help with the intersection parking issues too.
- Emphasize on maintaining anything that is put in place
- Retaining mobility to a bus stop and for families recreating

General Hearing Plan Markups/Comments

- Have traffic studies been done to determine if sidewalks are needed?

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- What about all the mature trees that will need to come down? Hotter ... in the summer. +4
- Runoff is bad now. Adding more concrete and removing trees will make it worse. +4
- Many of the yards have gardens and fences that will need to be removed. +4
- All way stop signs on all intersections of Loado, Cottage Grove, Green acres, & Grey Meadow!

APPENDIX B

Survey Results

NNE Sidewalk Scoping Study Survey

This survey is for input regarding the potential addition of sidewalk along one or both sides of Cottage Grove, Green Acres, and Stanbury where it does not currently exist. This input will help us inform our design alternatives for each of these streets which could include a no-build option.

All answers submitted here will be kept confidential.

* Required

1. Please provide your name:

Enter your answer

2. Please provide contact information (email/phone):

Enter your answer

3. Select which streets you would like to see sidewalk on: *

- ☐ Stanbury
- ☐ Green Acres
- ☐ Cottage Grove
- ☐ None

4. What are your concerns with the possibility of sidewalk installation in your neighborhood / on your front lawn? (select all that apply) *

- ☐ Mailbox
- ☐ Utilities

- ☐ Fence
- ☐ Tree
- ☐ Garden
- ☐ Driveway length
- ☐ Grass/lawn space
- ☐ Other

5. If you have a specific concern in front of your house, please leave your address:

Enter your answer

6. Additional notes:

Enter your answer



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Burlington Near North End Sidewalk Scoping Study Survey

ID	Completion time	3. Select which streets you would like to see sidewalk on:	4. What are your concerns with the possibility of sidewalk installation in your neighborhood / on your front lawn? (select all that apply)	5. If you have a specific concern in front of your house, please leave your address:	6. Additional notes:
2	6/24/24 17:42:05	Stanbury;	Driveway length; Grass/lawn space; Tree;		
3	6/24/24 17:42:15	Cottage Grove;	Fence;	XX Loaldo Drive	Street is narrow and people drive too fast. On a narrow street even 25 mph is too fast.
4	6/24/24 17:46:25	Stanbury; Green Acres; Cottage Grove;	Utilities; Fence; Mailbox; Driveway length; Slip/fall liability;	XX Loaldo Drive Burlington	Sewage line impacts—who's liable if construction causes damage
5	6/24/24 18:35:22	Stanbury; Green Acres; Cottage Grove;	No concerns. It's worth it. ;		I am a strong proponent of pedestrian safety, and that means sidewalks. I very much want to see Stanbury have sidewalks.
6	6/24/24 18:35:36	Stanbury; Green Acres; Cottage Grove;	No concerns. It's worth it. ;		I am a strong proponent of pedestrian safety, and that means sidewalks. I very much want to see Stanbury have sidewalks.
7	6/24/24 18:37:07	Green Acres;	Garden; Driveway length; Grass/lawn space; A sidewalk isn't going to solve everyone's concerns about speeding cars. ;		I'm 100% opposed to the idea of a sidewalk. If you want to put some kind of lane on the road or something else in the road, that's fine but I don't want to lose 10ft of my lawn.
8	6/24/24 18:38:27	Stanbury;	Garden; Driveway length; Grass/lawn space; City's ability to maintain additional sidewalks as current sidewalks are in disrepair in the city.;		Seems we are addressing a problem that doesn't exist. "Traffic" is minimal. Cost for additional plowing, repairs, etc. is disproportionate to the perceived "need". Lawns are small as it stands. Unnecessary expense for the city. Drives are short-causing additional problems for winter weather.
9	6/24/24 18:42:58	Stanbury; Green Acres; Cottage Grove;	Driveway length;		I look forward to the additions of sidewalks so that my child can safely walk to school. Thank you!
10	6/24/24 18:43:22	Cottage Grove;	Tree; Driveway length;	XX Green Acres	
11	6/24/24 18:44:46	Stanbury; Green Acres; Cottage Grove;	Driveway length;		Looking forward to solution for safe, protected walking
12	6/24/24 18:47:52	Green Acres;	Tree; Fence; Garden; Driveway length;	We have a very short driveway. If the sidewalk cut into our lawn, it might make it so that our car couldn't fit into our driveway without going onto the sidewalk	Instead of a sidewalk, my preference would be for Green Acres to have one sided parking with bollards as a pedestrian walking space.
13	6/24/24 18:50:10	None;	Utilities; Tree; Garden; Driveway length; Grass/lawn space;		The issue for me on green acres is the speed of cars on the straightaway. I'd like to keep the lawn and tree and garden, they've been carefully tended for years before we purchased our property. A sidewalk would remove yard for whichever side it is built on.
14	6/24/24 18:54:28	Green Acres;	Driveway length; Grass/lawn space; The probability that people will be walking 6' from my windows + that my driveway hardly fits a single car length as is;	XX Green Acres—driveway length	If the concern is to placate speed/traffic concerns rather than designated walking space, I'd be all for speed bumps and/or stop signs, but I vote no on sidewalks. Sidewalks in front yards will remove much of our street's beautiful greenery, shorten some driveways to unusable lengths, bring walkers too close to homes, and remove large portions of the tiny yards we already have. Thank you!
15	6/24/24 18:59:43	Green Acres;	Tree; Driveway length; Grass/lawn space; Garden; Loss of parking, loss of front yard space, addition of impervious surface ;	XX Green Acres	I am completely opposed to this project which is seeking a problem to solve but will create many resulting problems if carried through.
16	6/24/24 19:35:36	Green Acres;	Grass/lawn space; Garden;		I would like to see a sidewalk installed on one side of Green Acres (either side would be acceptable), with the space for it being taken from mostly, if not entirely from the roadway. I personally would be ok with a couple feet of lawn concessions to see this happen, if necessary. Lots of neighbors, including myself, walk up and down Green Acres every day. A dedicated, separated space for walkers is the safe thing to do before someone eventually gets hurt as people drive fast and nowadays are often on their phones driving. I enjoy seeing people's gardens and lawns and would rather see the ample roadway space used for a new sidewalk, as it will keep the green space green and also create traffic calming by narrowing the road. Have parking be on one side of the street only. Thanks

Burlington Near North End Sidewalk Scoping Study Survey

ID	Completion time	3. Select which streets you would like to see sidewalk on:	4. What are your concerns with the possibility of sidewalk installation in your neighborhood / on your front lawn? (select all that apply)	5. If you have a specific concern in front of your house, please leave your address:	6. Additional notes:
17	6/24/24 19:36:15	Green Acres;	Grass/lawn space; Utilities; Fence; Tree; Garden; Driveway length; The sidewalk being too close to people's private homes/windows;		I would be in favor of a sidewalk on one side of the street and also have parking narrowed down to one side of the road. I would want the sidewalk designed to shorten the street space rather than pulling the space from people's lawns, gardens etc.(would be open to giving up a few feet if necessary) I understand this would be costly however, I feel if we could get the proper funding this would be the safest option for the neighborhood. It slows cars, encourages all pedestrians the accessibility and safety to walk/bike etc. to north ave or towards the bike path.
18	6/24/24 19:51:17	None;	Utilities; Fence; Tree; Garden; Driveway length; Grass/lawn space;	Mature red maple that would probably need to come down.	Thank you for listening tonight. I think the issue of traffic goes beyond a fix of a sidewalk. A traffic calming study is as much or more necessary than the sidewalk study. I would be ok with a lined section of the street and bollards for pedestrians. I do not want to see our yards dug up for a sidewalk.
19	6/24/24 21:53:22	None;	Utilities; Tree; Driveway length;	XX Green Acres	I can barely fit our 2 cars in the driveway now and the garage is used for other storage. If you make my driveway shorter I'll be forced to park on the lawn or widen the driveway. This as well as the sidewalk would create more runoff on a street with no drainage.
20	6/24/24 23:17:06	Green Acres;	Utilities; Tree; Garden; Driveway length; Grass/lawn space; Loss of neighborhood feel;		I think a sidewalk on green acres would not serve the wider community as well as a shared use lane would. Not only would a sidewalk be costly to install it would further cause issue with drainage while killing a number of large trees and gardens in our already short front lawns. A fully separate raised sidewalk only serves the segment of the community that can walk well enough on one when it degrades or heaves in 5 years. Something like a separated ped/bike lane and some speed tables would accomplish everything a sidewalk would at a fraction of the cost while serving a wider slice of the community for longer without ongoing maintenance and less upfront costs. If the speed issue can be addressed I think it would go a long way to appeasing the minority that has been asking for a sidewalk.
21	6/25/24 4:34:38	Green Acres;	Garden; Driveway length; Grass/lawn space ;Utilities; Water run off/ heat exposure/ maintenance ;	XX Green Acres	Our street is already lacking good shade cover and is VERY hot in the summer. More concrete would only make that worse while taking away green space that aids in storm drainage. The traffic speed has ceased since the drug house was busted 1 year ago, aside from 1 neighbor that still speeds just to caused trouble. We are not a throw road and do not have a ton of walking or driving traffic. We would benefit more from a project like the Dale st. Trial of converting half the street parking to walking traffic for a safer space for bikes, young kids & dog walkers. Yet at this time I see no need beyond the issue of the drug house traffic that has since been resolved by the police & DEA stepping in to evict the drug house a year ago.
22	6/25/24 9:33:22	Green Acres; Cottage Grove;	Grass/lawn space;		I would like to see a sidewalk going up green acres all the way to the cottage grove intersection, with the sidewalk extending up cottage grove from that intersection toward gray meadow - creating a link to the pre existing sidewalk that ends on grey meadow to this new sidewalk

Burlington Near North End Sidewalk Scoping Study Survey

ID	Completion time	3. Select which streets you would like to see sidewalk on:	4. What are your concerns with the possibility of sidewalk installation in your neighborhood / on your front lawn? (select all that apply)	5. If you have a specific concern in front of your house, please leave your address:	6. Additional notes:
23	6/25/24 21:44:51	Cottage Grove; None;	Driveway length; Grass/lawn space; Tree; Would change the feel of green acres neighborhood ;		We are regular pedestrians on green acres drive and the adjoining streets. We are a family with a wheelchair user we comfortable and confident walking on the road on green acres drive. We would prefer sidewalk and curb cut to crosswalk transitions improvements were done on North Ave toward the shopping plaza as it is a busy street and there are several areas in difficult shape as we have to utilize the sidewalk to get there.
24	6/27/24 7:25:46	None;	Garden; Driveway length; Utilities; Grass/lawn space; Tree;	XX Green Acres Drive	Is there any way to create a walking access solution in the wide street rather than by overtaking peoples' properties? My neighbors and I are feeling like this is not the best option. We would all 100% prefer an in-street solution like a painted bike/walk lane, a protected bike lane, single-side street parking, stop signs and speed bumps. Our main concern is traffic calming or slowing. However, I have resolved in my mind that I'd be willing to sacrifice my front garden that we've worked so hard to create, and parking conveniences in order to improve safe walking access on our street, or on any street for that matter. If it has to be sidewalks or nothing, I won't make a stink. To reiterate, please share an alternative solution to making neighbors get angry at the city and each other by seizing property. At least think about it.
25	6/27/24 18:28:53	Stanbury;	You need a none option ;		Green acres and cottage Grove are extremely low traffic and I have never felt unsafe walking or biking on the shoulder. There is better usage for the funds for refurbishment of existing side walks or bike lanes around the NNE
26	6/29/24 13:22:47	None;	Tree; Grass/lawn space; It seems totally unnecessary?;	I have several mature oak trees that I do not want to lose, including a "specimen tree" identified by the city.	I was quite puzzled when I got the flyer about this idea. It came out of nowhere, from my perspective. I do know there have been some concerns about pedestrian safety on the street, but those seem to relate mostly to some obnoxious driving behavior from a couple individuals in the area who are intentionally trying to intimidate/annoy. I don't see that a major overhaul of the neighborhood that negatively affects many people's yards is a suitable or effective response to that problem.
27	7/10/24 17:17:48	None;	Unnecessary spending of tax payer dollars, whether state, federal, or local. Stop spending!;		I walk 5-6 miles a day in Burlington and generally avoid the sidewalks because of their often poor condition. I will not risk walking or running on icy sidewalks in winter, using the road instead. It is nice that sidewalks are plowed but there are often whole sections that ice over due to poor drainage. I think the plows create trenches. There are often deep grooves where the expansion joints have eroded, creating tripping hazards. How about maintaining the existing sidewalks before adding more? Also, enough is enough! Stop spending!

Burlington Near North End Sidewalk Scoping Study Survey

ID	Completion time	3. Select which streets you would like to see sidewalk on:	4. What are your concerns with the possibility of sidewalk installation in your neighborhood / on your front lawn? (select all that apply)	5. If you have a specific concern in front of your house, please leave your address:	6. Additional notes:
28	7/10/24 18:32:40	Stanbury;	Fence; Tree; Garden; Driveway length; Grass/lawn space;		While a sidewalk seems like the right solution for Stanbury, the bollard divided pedestrian/bicycle space on one side of the road that was discussed at the meeting seems like a much better idea for green acres/cottage grove and eventually loaldo. I would also like to see traffic calming engineering solutions like planter bollards, raised crosswalks, speed bumps/tables etc. For most of us residents, slowing the occasional high speed driver is a much bigger concern on GA/CG than having a fully separate pedestrian walk.
29	7/10/24 19:05:51	Stanbury;	None;		Thank you for asking!
30	7/10/24 19:49:11	Cottage Grove; Green Acres; Stanbury;	Utilities;		
31	7/10/24 22:19:48	None;	Driveway length; Grass/lawn space; There is not enough frontage on Green Acres Dr. for a sidewalk;		There is nothing that slows traffic more than people walking in the road. There is not a lot of traffic on Green Acres Drive to warrant a sidewalk. I have lived on this street for 50+ years and there has never been a safety issue that I am aware of.
32	7/11/24 8:33:22	None;	Utilities; Tree; Grass/lawn space; Fence; Garden;	XX Stanbury Rd	I have an in ground irrigation system that would have to be redone. The large american sycamore that I planted 40 yrs ago would likely be damaged and possibly killed by excavation around its roots. Could the sidewalk be built on the existing asphalt of the road ?
33	7/11/24 15:20:33	None;	Tree; Garden; Driveway length; Grass/lawn space;		On Green Acres, the main issue we see is speed. Some speed mitigation measures would be more welcome than a sidewalk which would disrupt the feel of our neighborhood with many gardens and trees.
34	7/11/24 15:57:04	None;	Tree; Grass/lawn space;	I'm at XX Loaldo Drive, which backs up against Cottage Grove. If the new sidewalk was on the south side of Cottage Grove, then there are many wonderful old oak trees on that side that may be slated for removal which I would hate to see.	Respectfully, I do not see an excessive amount of cars on Cottage Grove, and I don't see a high need for a sidewalk there. I would be more supportive of traffic calming measures, like tree planters or bump outs. As an alternative to the issue, I wonder if concrete barriers at the corner of Cottage Grove and Grey Meadows would be a solution to stop cars, but allow bikers and pedestrians to use that route. On a separate but related note, I do get frustrated by the closed streets that are unconnected to other streets, like Pleasant ave., York, Sunset Cliff Road, Curtis ave., etc. It would be great if those streets could get some kind of pedestrian/bike connection attached to them somehow that would allow walkers and bikers to move more easily throughout the NNE. That could be a huge bonus to walkers and bikers to be able to shortcut around the area. Thank you for taking the time to work on these street issues and improve the livability of the city. Sincerely, Isaac
35	7/11/24 17:44:33	Stanbury;	Grass/lawn space;		
36	7/11/24 17:45:18	Stanbury; Green Acres; Cottage Grove;	Grass/lawn space;		
37	7/11/24 21:01:54	Stanbury; Green Acres; Cottage Grove;	None...right of way exists. Needs of the many outweigh the voices of the few!;		
38	7/11/24 21:05:45	Stanbury;	none;		No concerns--I was responding to say I love the idea! I would love it if all the proposed sidewalks get built.

PUBLIC INPUT MEETING

1. Do the owners own the property up to the curb?
2. If sidewalks were installed, would the city take responsible for any further maintenance such as snow clearing, cracking, i.e., tree root overgrowth?
3. Would property owners get any tax relief from the city taking away square footage of their rightful property?
4. Are you considering adding sidewalks to both sides of the street?

ARGUMENTS/CONS

1. Many homeowners on my street (Green Acres Drive), have ornamental and vegetable gardens growing and thriving in their front yards up to the existing curb.
2. Some of these residents rely on their gardens to grow food they help to distribute to the community, and for their personal businesses.
3. It's not uncommon to see many residents locally and from nearby streets, (that you propose to add unnecessary concrete to), walking their pets on the street with no danger from oncoming traffic since practically every motorist coming down my street hardly exceeds 20 mph.

PRO/FOR

1. LESS runoff from rainfall draining into the streets' sewer system rather than soaking the vegetation being grown for food or curb appeal.
2. NO expense on the city to plow those proposed sidewalks.
3. NO hidden charges or property taxes against owners to install sidewalks. Right??

DON'T FIX WHAT ISN'T BROKEN

From: Madeline Suender <msuender@burlingtonvt.gov>
Sent: Friday, June 14, 2024 7:51 AM
To: Soren [REDACTED]
Subject: RE: NNE Sidewalk Scoping Study

Hi Soren,

Thanks for reaching out. With this effort, those are the exact things we are trying to determine. The sidewalk would be within the City Right of Way. The city has identified these streets for added sidewalk connections and now we are hoping to gain input from the neighborhood to see where this would best fit and what, if any, barriers there are. There are not yet any plans to add this sidewalk, this effort would inform that process and help it progress if there was support. It would be great to hear any concerns you have or support for sidewalks on your street as you mentioned below. We welcome that input at the public meeting which I am glad to hear you plan to attend. If you are unable to attend for whatever reason feel free to email or call me. There will be multiple opportunities to provide feedback.

Regarding your mention of traffic calming – we are aware of traffic calming requests on Green Acres and it is in our queue of traffic calming requests. We will look to coordinate any improvements on the street to keep both of these efforts in mind if they are to both progress.

Thanks,
Maddy

Maddy Suender
Public Works Engineer

Burlington Department of Public Works
645 Pine Street | Burlington, VT 05401
PH: 802-735-5324
MSuender@burlingtonvt.gov

From: Soren [REDACTED]
Sent: Thursday, June 13, 2024 4:57 PM
To: Madeline Suender <msuender@burlingtonvt.gov>
Subject: NNE Sidewalk Scoping Study

You don't often get email from [REDACTED]. [Learn why this is important](#)

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

Hi Maddy,

I hope you are well. I am reaching out regarding the New North End Sidewalk Scoping Study flyer I received today. I am a resident of Green Acres Drive and I am very hesitant about adding a sidewalk to our street. Without more information about the exact placement of a sidewalk, I cannot give my support to this project.

My main concern is that a sidewalk which leaves the curb and street intact would destroy carefully established landscaping that has been in place for decades. I would lose a beautiful sour cherry tree that was planted well before I purchased my property. My front flower garden would be hugely impacted.

I would much sooner support a project to implement speed bumps in the straightaway on Green Acres Drive. It would slow drivers while leaving lawns as they are. I can only assume it would also be less expensive than constructing a new sidewalk. I plan to attend the public meeting on June 24th, and I hope to hear more about the exact details of the project and how residents would be impacted.

Thank you for your time and consideration.

Warmly, Soren 

Smith, Alyssa M.

From: Madeline Suender <msuender@burlingtonvt.gov>
Sent: Monday, June 24, 2024 3:32 PM
To: Sarah [REDACTED]
Cc: Phillip Peterson
Subject: [External] RE: Sidewalks in the new north end

Hi Sarah,

Thanks so much for reaching out and providing input. I have recorded your comment for support of adding sidewalks and the helpful context you provided. This is just the first public meeting for this project so if you would like the chance to attend a meeting, there will be other opportunities in the future.

Thanks,
Maddy

Maddy Suender
Public Works Engineer

Burlington Department of Public Works
645 Pine Street | Burlington, VT 05401
PH: 802-735-5324
MSuender@burlingtonvt.gov

From: Sarah [REDACTED]
Sent: Saturday, June 22, 2024 10:33 PM
To: Madeline Suender <msuender@burlingtonvt.gov>
Subject: Sidewalks in the new north end

You don't often get email from [REDACTED] [Learn why this is important](#)

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

Hi Maddy,

I received the flyer about the city starting to look at options for putting sidewalks onto Cottage Grove, Green Acres and Stanbury. I am unable to attend the meeting on Monday so I wanted to pass on my support by email. Before having a kid, I didn't even really notice the lack of sidewalks. Now that I have a young child (age 3) I can't tell you how often over the past three years I have lamented the lack of sidewalks. The New North End is a wonderful place to live for families with lots of great places to visit on foot (playground at Starr Farm, bike path, lake, community gardens at Starr farm, Pingala down the road, even the fire station!) However any time I take my young child out for walks I am continually concerned about traffic since we have to walk on the street. The stretch of Loaldo-Cottage Grove, starting on North Ave and ending at Great Meadows, is a long straight street and unfortunately lots of people speed on this section of road. Also, it's not uncommon to see large tractor trailers or the fire truck coming down our road either. A sidewalk would certainly ease my safety concerns for when I'm out walking with my child.

Thank you for your consideration!

Sarah [REDACTED]

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

APPENDIX C

Public Informational Meeting Slides and Minutes

Burlington New North End Sidewalk Scoping Study

Alternatives Meeting

November 4, 2024

Hunt Middle School



Trusted Experts | Innovative Results

Sidewalk Scoping Study



- Scope of the Project
 - Assess the possibility of a sidewalk on one or both sides of the street within the study areas
 - No Build alternative also an option
- Purpose of Tonight's Meeting
 - Review Survey Responses
 - Discuss any issues or concerns with possible alternatives
 - Gather feedback to help inform recommended alternative selection

Sidewalk Scoping Study



- Purpose

- To provide a continuous network of pedestrian facilities within the study areas and to improve pedestrian safety.

- Need

- There are currently no pedestrian facilities within the study area. Some surrounding streets have sidewalks, but there are no pedestrian facilities that connect to those sidewalks. Pedestrians walk in the street as there is no other alternative.

Project Schedule (Estimated)



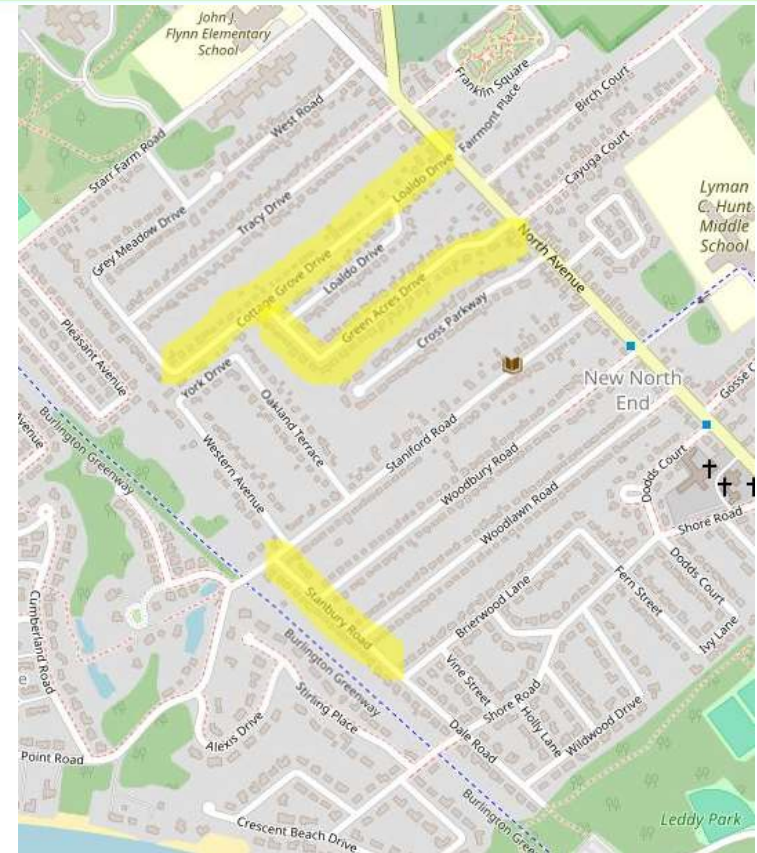
- Study Phase
 - **May 2024** – Initial Site Visit
 - **June 2024** – Local Concerns Meeting
 - **November 2024** – Alternatives Presentation (Public Information) Meeting
 - **December 2024** – Final Sidewalk Scoping Study



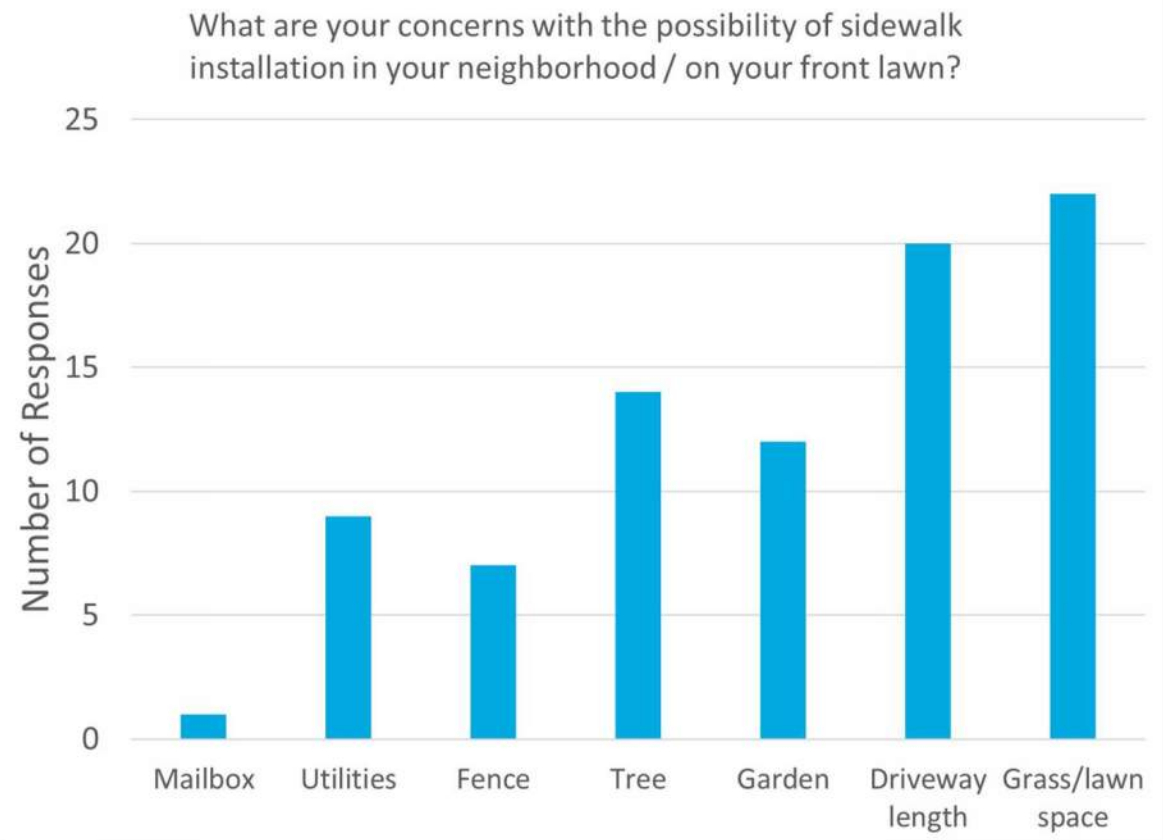
Project Background



- Cottage Grove/Loaldo Drive – from Grey Meadow Drive to North Avenue
- Green Acres Drive – from Cottage Grove to North Avenue
- Stanbury Road – from Staniford Road to Brierwood Lane
- Existing Conditions
 - No sidewalks
 - Posted Speed: 25mph
 - Concrete curbs
 - Variable roadway widths from 26-30 feet
 - Streetlights
 - ROW: 3 Rod Right of Way (24'-9") either side of centerline of road



Survey Results – What are your concerns?

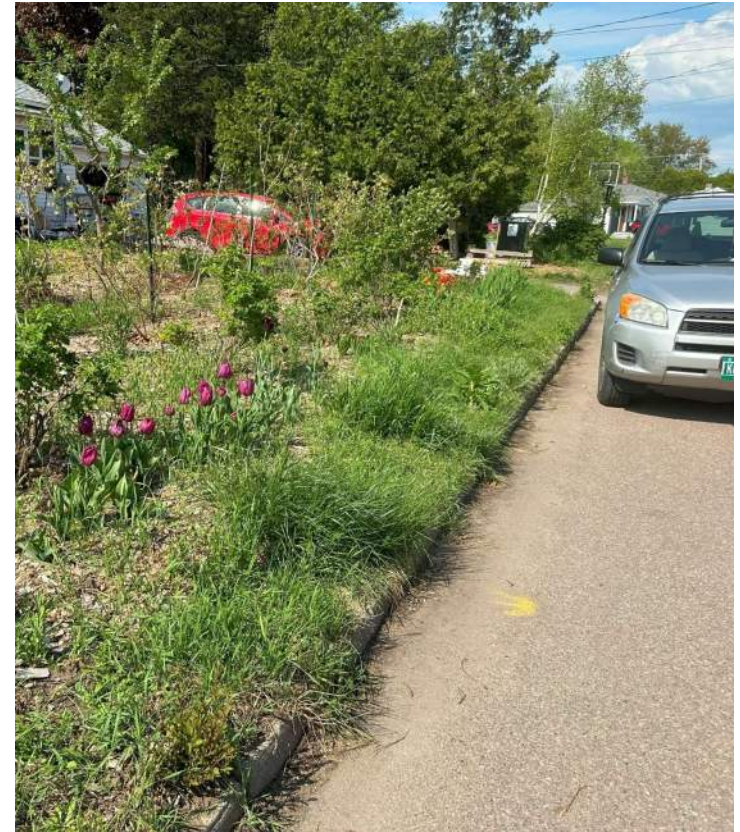


Survey Results – What are your concerns?



- Additional Concerns

- City's ability to maintain additional sidewalks
- Sidewalk being too close to private homes/windows
- Loss of neighborhood feel
- Sidewalk seems unnecessary
- Addition of impervious surfaces
- Loss of parking
- Unnecessary spending of tax dollars
- Drainage/water run off
- Don't want a sidewalk



Survey Results – General Comments



Summary of “Additional Notes”	Number of Responses
Want to see sidewalks	7
Don’t want sidewalks	5
Want a shared pedestrian/bike lane	5
Sidewalks don’t seem necessary	4
Concerned with speeding traffic	4
Concerned how sidewalks would impact my driveway	1
Concerned about sewage line liability	1

Stanbury Road

- Existing Conditions
 - 28 ft wide north of Woodbury, 30 ft wide south of Woodbury
 - Utility poles on west side
 - Existing sidewalk with 3.5 ft grass strip south of Dale Road
 - Catch basins at intersections
 - Access to Burlington Greenway via nearby Staniford Road and Shore Road

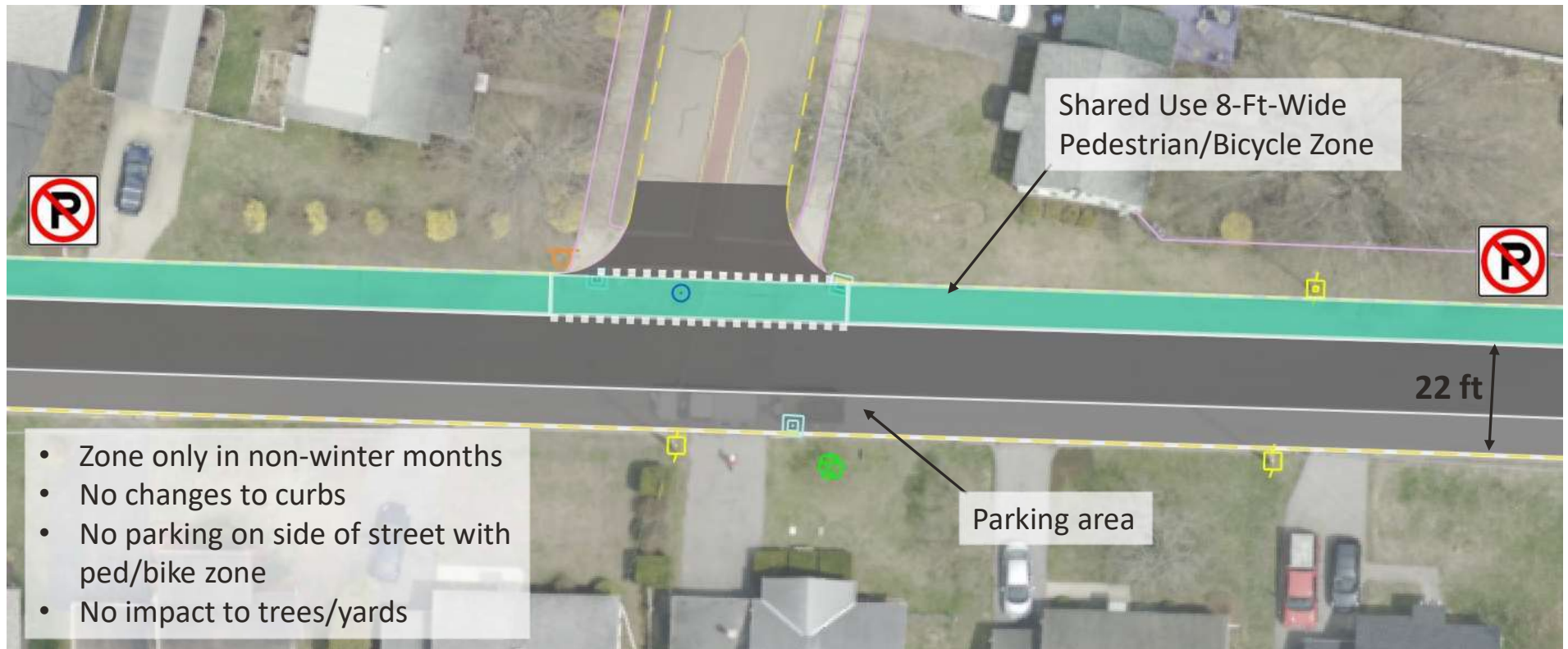


Stanbury Road

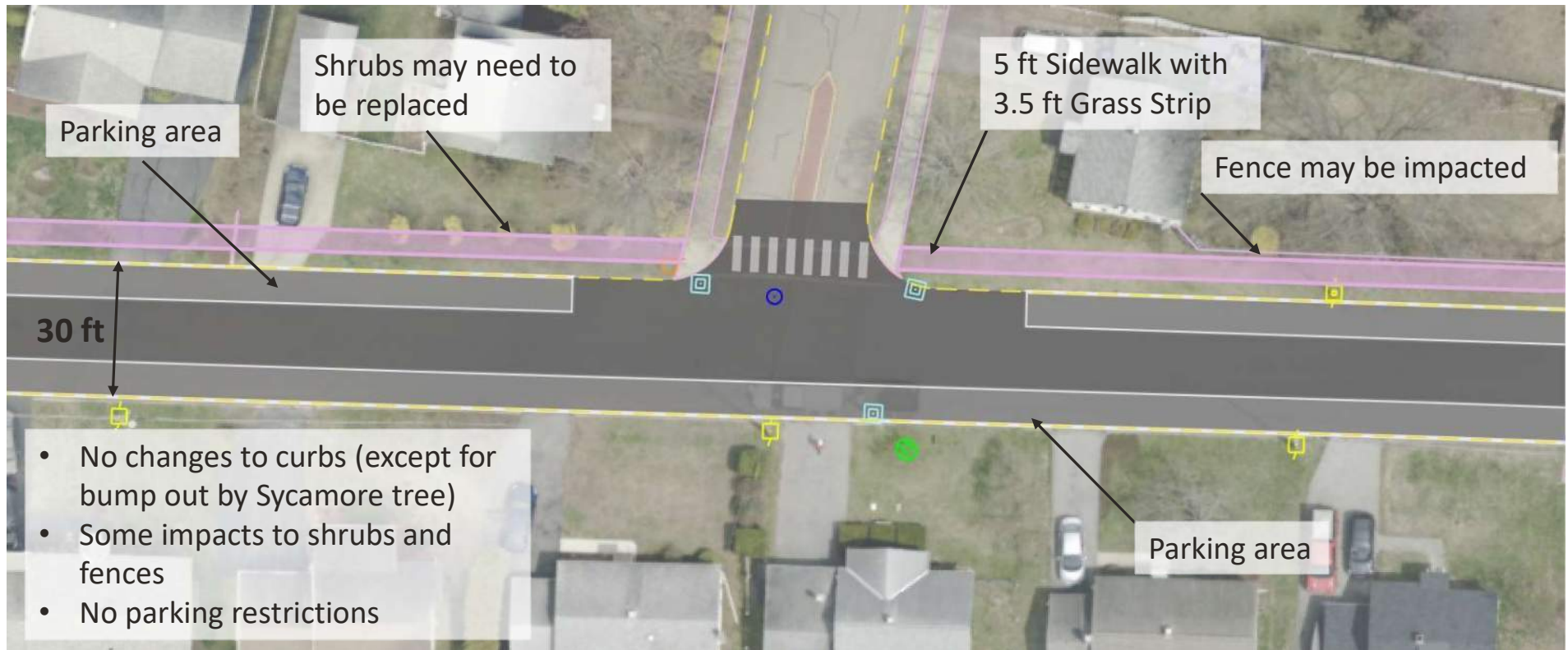


- Concerns/Challenges
 - Poor drainage – ponding and slow draining catch basins
 - West side has front yards with mature plantings
 - East side has a mature sycamore tree near the intersection with Staniford Road

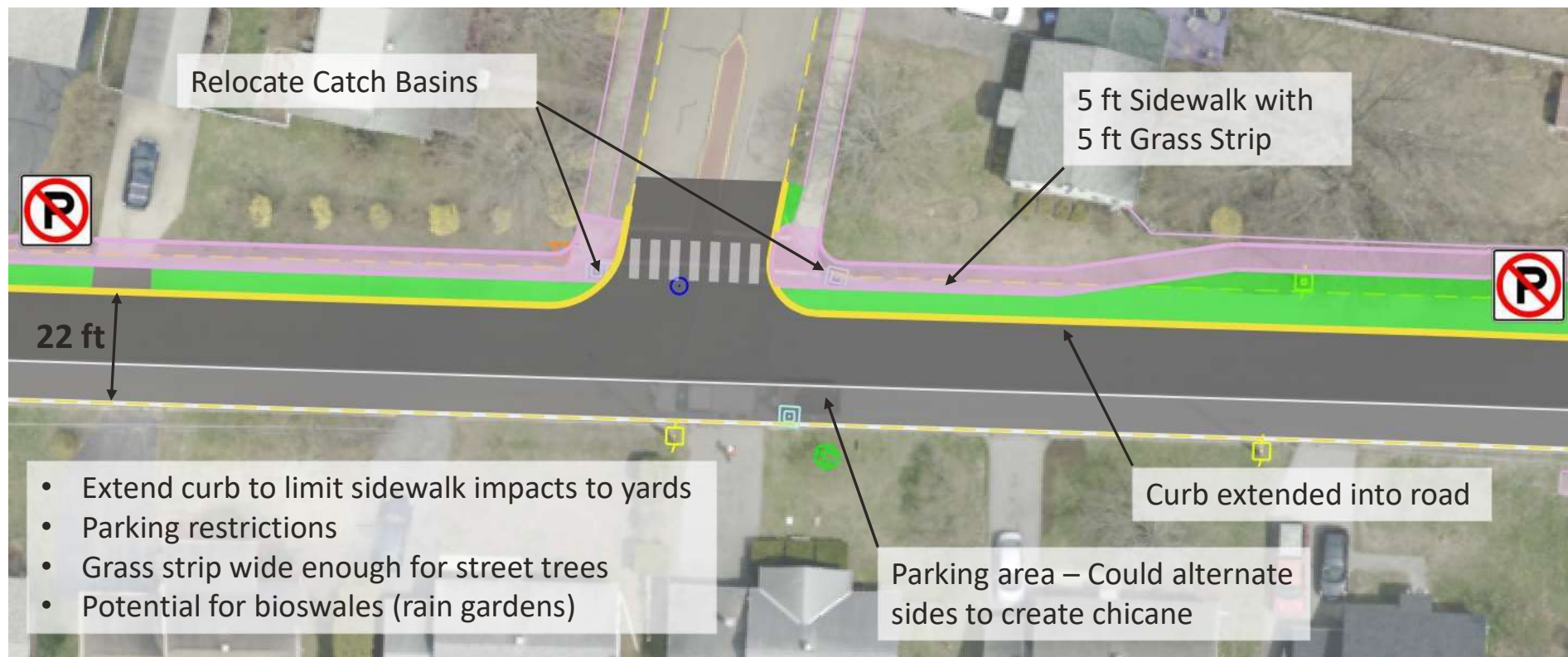
Stanbury Road – Alt 2 – Ped/Bike Zone



Stanbury Road – Alt 3 – Sidewalk behind curb



Stanbury Rd – Alt 4 – Sidewalk w/ Curb Extension



Stanbury Road Alternatives Matrix



	Meets Purpose & Need	Bike/Ped Facilities	Other Considerations	Residential Impacts	ROW Impacts
Alternative 1: No Build	No	None	None	None	None
Alternative 2: Painted Ped/Bike Zone	Partial	8' Painted Ped/Bike Lane 22' road	No physical barriers during winter months.	Parking restrictions on east side of road.	None
Alternative 3: Sidewalk behind existing curb	Yes	5' sidewalk 0'-3' grass strip 28' road	Sidewalk bump out at sycamore tree. May need to remove or relocate fence panels.	Loss of front/side yard green space and driveway length. Some shrubs/lilacs may be affected.	Minor: Temporary Impacts
Alternative 4: Sidewalk with relocated curb	Yes	5' sidewalk 0'-3'+ grass strip 22" road	Requires changes to closed drainage system. Opportunity for bioswale.	Some impact to front yard green space and driveway length. Parking restrictions.	Minor: Temporary Impacts

Cottage Grove/Loaldo Drive

- Existing Conditions
 - 26 ft wide road on Cottage Grove
 - 30 ft wide on Loaldo Drive
 - Utility poles on north side
 - Catch basins at intersections
 - South side of Cottage Grove has wooded grass strip 8-19 ft wide

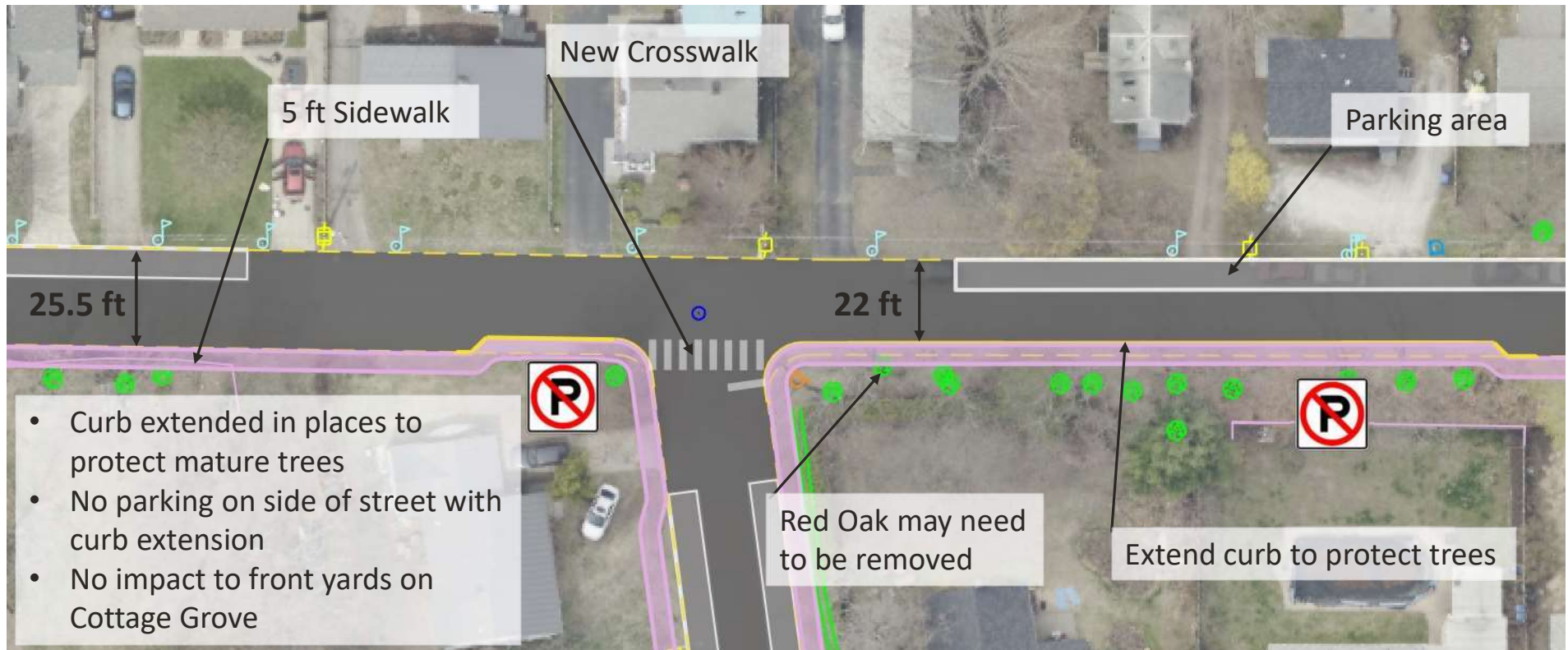


Cottage Grove/Loaldo Drive



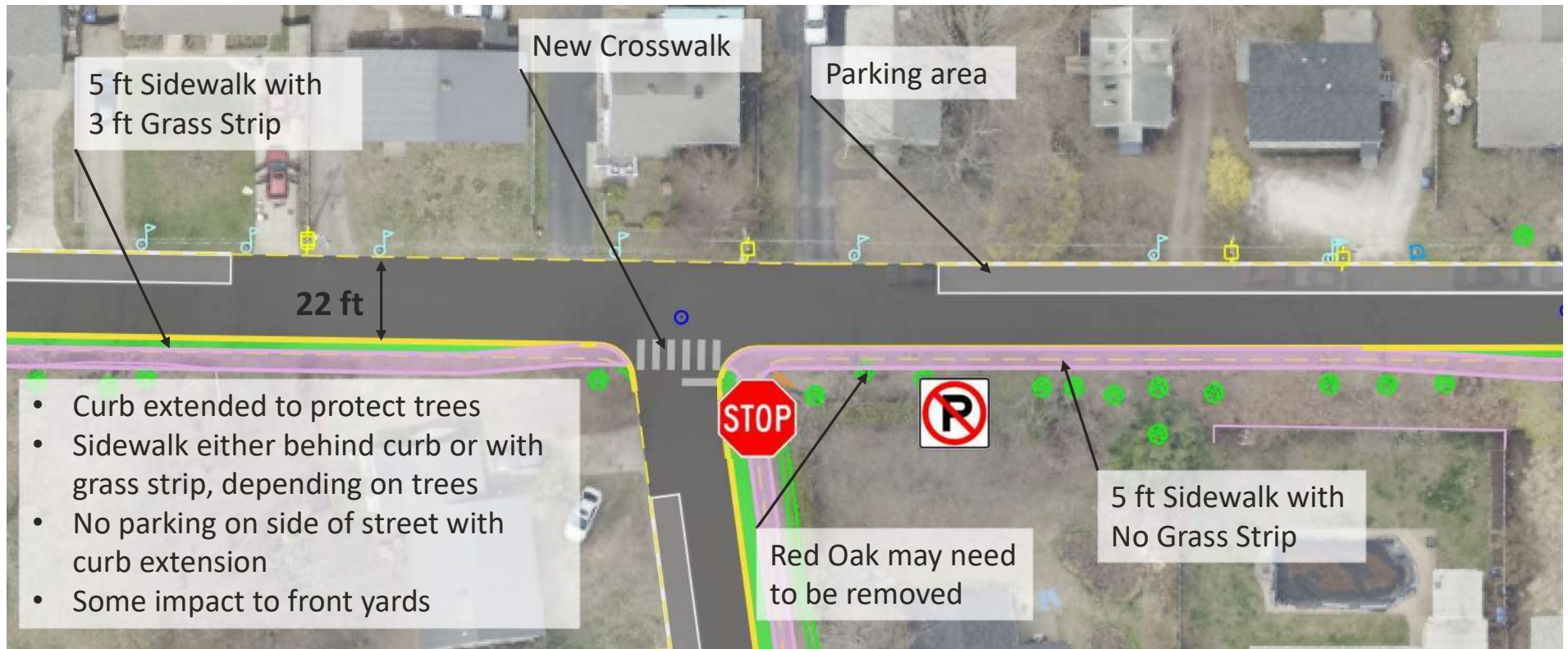
- Concerns/Challenges
 - North side of Cottage Grove has mature trees, established gardens, mailboxes and fences
 - Mature trees on south side of Cottage Grove provide character, shade and traffic calming
 - Street used as a cut through
 - Narrow street

Cottage Grove– Alt 2 – Sidewalk behind curb

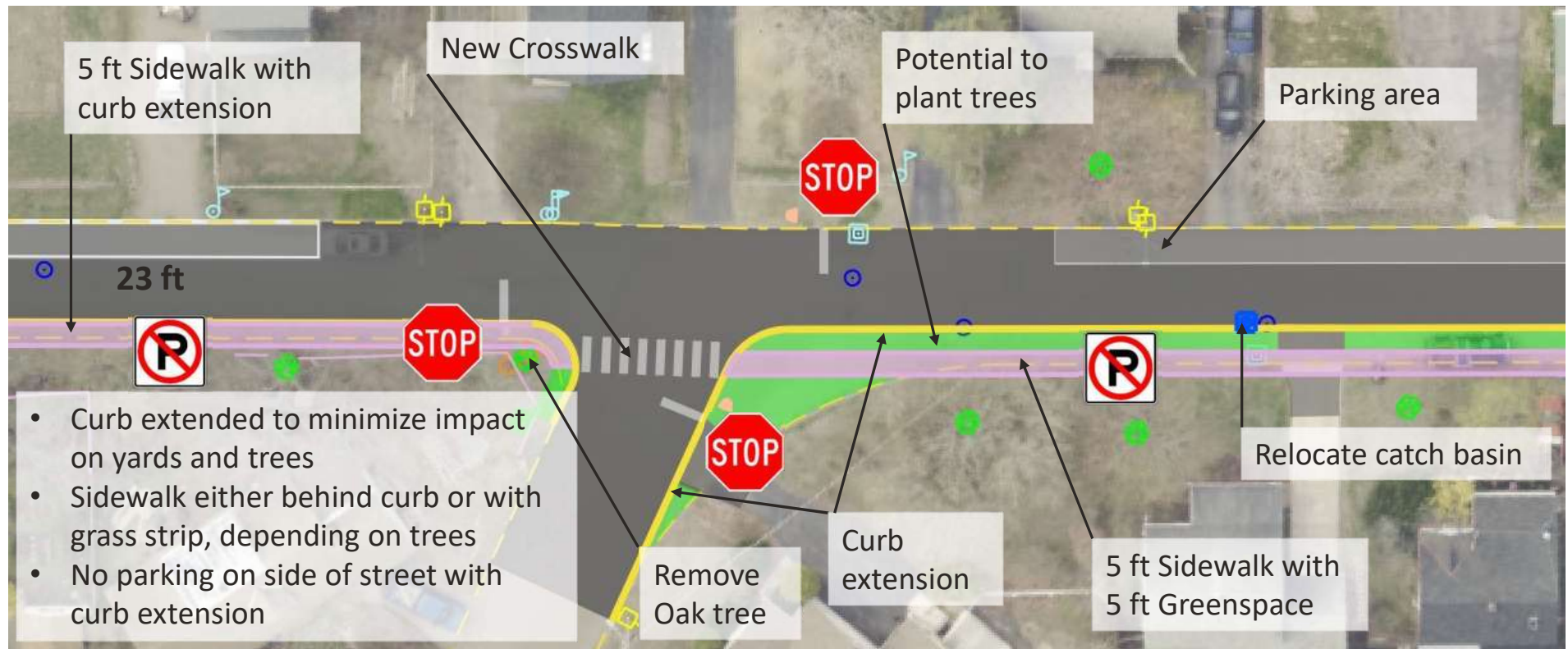




Cottage Grove – Alt 3 – Sidewalk with curb extension



Loaldo Dr – Alt 3 – Sidewalk with curb extensions



Cottage/Loaldo Alternatives Matrix



	Meets Purpose & Need	Bike/Ped Facilities	Other Considerations	Residential Impacts	ROW Impacts
Alternative 1: No Build	No	None	None	None	None
Alternative 2: Sidewalk behind existing curb	Yes	5' Sidewalk 0'-3' grass strip 22-30' road	Loaldo Drive intersection improvements. Sidewalk with curb extensions to preserve trees. Traffic calming pinch point opportunity. Some tree removal.	Tree impacts on Cottage Grove. Loss of front yard and driveway length on Loaldo Drive. Trees in front yards may be impacted.	Minor: Temporary Impacts
Alternative 3: Sidewalk with relocated curb	Yes	5' sidewalk 0'-5' grass strip 22' road	Loaldo Drive intersection improvements. Requires changes to closed drainage system. Some tree removal.	Some impact to front yard green space and driveway length. Parking restrictions.	Minor: Temporary Impacts

*Not enough road width to accommodate a pedestrian/bicycle zone alternative

Burlington NNE Sidewalks

Trusted Experts | Innovative Results

Green Acres Drive



- Existing Conditions
 - 28 ft wide roadway
 - Utility poles on west and south side of the road, crossing to north side near North Avenue
 - 90° bend in road
 - Limited number of catch basins



Green Acres Drive

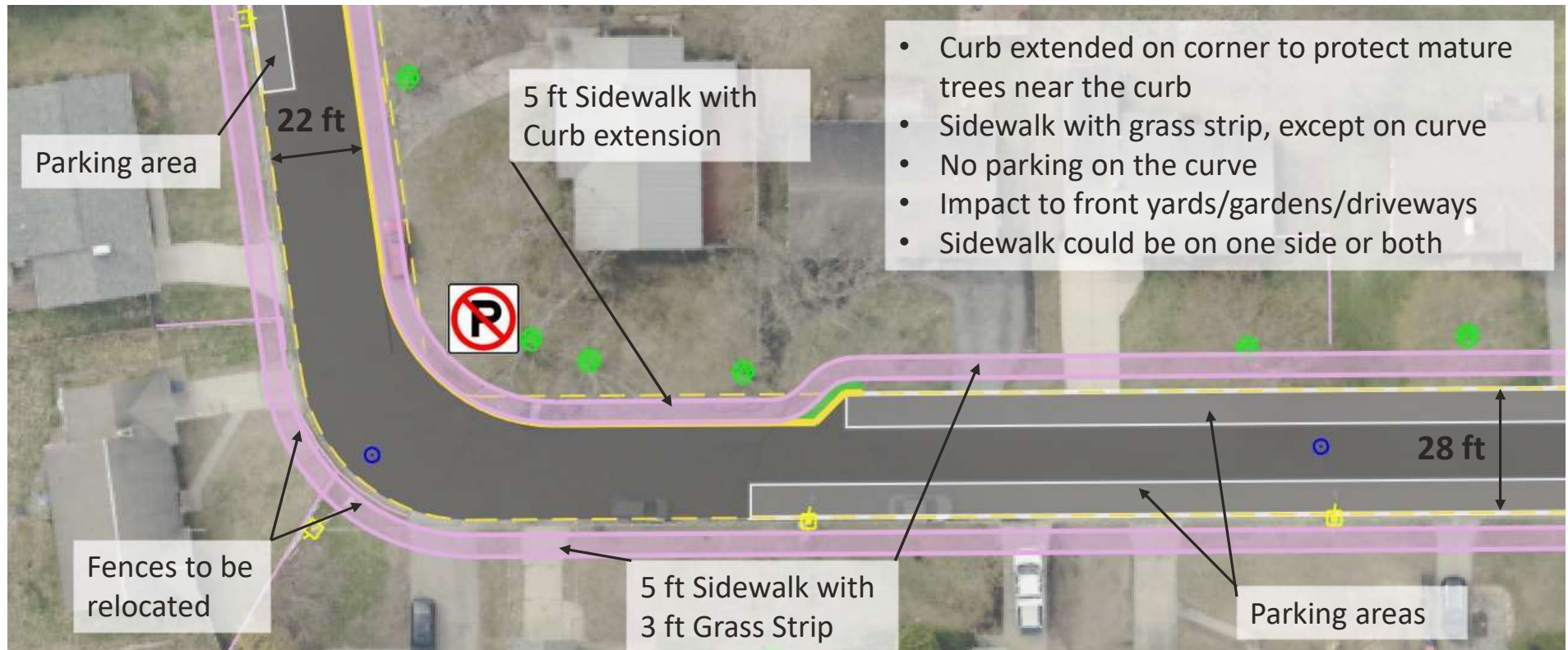


- Concerns/Challenges
 - Large statement trees on corner, adjacent to curb
 - Short driveways
 - Front yard gardens, trees and fences
 - Very little drainage

Green Acres – Alt 2 – Pedestrian Zone



Green Acres – Alt 3– Sidewalk behind curb





Green Acres Alternatives Matrix



	Meets Purpose & Need	Bike/Ped Facilities	Other Considerations	Residential Impacts	ROW Impacts
Alternative 1: No Build	No	None	None	None	None
Alternative 2: Painted Pedestrian Zone	Partial	6' Painted Pedestrian Zone 22' road	No physical barriers during winter months.	Parking restrictions on east side of road.	None
Alternative 3: Sidewalk behind existing curb	Yes	5' Sidewalk 0'-3' grass strip 22-28' road	Sidewalk with curb extensions to preserve trees on corner. Sidewalk could be on either side or both sides.	Loss of front yard and driveway length. Parking restrictions near corner.	Minor: Temporary Impacts
Alternative 4: Sidewalk with relocated curb	Yes	5' sidewalk 0'-5' grass strip 22' road	Requires changes to closed drainage system. Opportunity to plant street trees in grass strip.	Some impact to front yard green space and driveway length. Parking restrictions.	Minor: Temporary Impacts

COMMENTS & CONCERNS

CONTACT

Christine Forde, AICP
Senior Transportation Planner
Chittenden County Regional
Planning Commission
cforde@ccrpcvt.org

Alyssa Smith, EI, RSP1
Technical Lead
asmith@hoyletanner.com



Attendees:

In Person:

Alyssa Smith (Hoyle Tanner)	R. Lloyd	Herb Schroeder
Jon Olin (Hoyle Tanner)	C. Peltier	Rich Ronaldo
Zachary Roussel (Hoyle Tanner)	C. Gidney	Eliana Fox
Maddy Suender (City of Burlington)	J. Murphy	Joanne Kalisz
Phillip Peterson (City of Burlington)	E. Farrell	Brian Haas
Christine Ford (CCRPC)	Lynette Reep	Christa Carter
	Colin Burch	Keegan Carter
	Stephanie Burch	Linda Looney
	Johanna Prince	Tim Looney

Purpose:

The purpose of this meeting was to solicit public input, comments and concerns regarding the installation of new sidewalks and/or pedestrian improvements on Stanbury, Green Acres, Cottage Grove and a portion of Loaldo. At this meeting, the Hoyle Tanner Team, lead by Alyssa Smith presented three alternative options for each location.

Overview:

A. Smith introduces Hoyle Tanner and begins slide presentation. Highlighted streets under consideration include Stanbury Road, Green Acres Drive, Cottage Grove Drive and Loaldo Drive. For each location, alternative 1 was reserved for a “do nothing” option. Alternatives 2, 3 and 4 were discussed within the presentation for each location.

Discussion:

Stanbury Road

Alternative 2:

Resident*: How would cones be maintained for a pedestrian/bicycle zone during the winter?

A. Smith: They wouldn't be. This would be a seasonal proposal for the cones.

Resident: What about using planters or bollards? Orange cones are an eye sore.

M. Suender: This can be explored further.

A. Smith: We agree they can be an eye sore. There is more to discuss if this is the chosen alternative.

Resident: I have concerns with the bike lane making the road essentially 1-lane. With the road being so long, it makes waiting times long when cars are parked along the street. I think people generally liked having the dedicated walking and biking zone.

P. Peterson: This is an example of a yield street. In the end, it is a strategy to slow people down.

* In order to establish anonymity, resident names were not recorded are omitted from the discussion section.

Resident: In this area, speed is a huge issue. I think if the speed issue can be solved, the proposed sidewalk may not be needed.

A. Smith: If money is limited, traffic calming could be given priority.

Resident: It sounds like this is more a traffic calming project than a sidewalk project.

M. Suender: After these past few meetings, that has become more evident. Getting feedback like this will aid the city in grant applications to get traffic studies done in the future.

Resident: Can speeds be monitored from the temporary traffic signs that display speed?

M. Suender: Yes, and this has been done in the city, but results show averages around the speed feedback sign.

Resident: Is it in the city charter to have a sidewalk on every street?

P. Peterson: Not sure that it's in the city charter, but it is a goal.

Resident: With the schedule as presented ending in December, will this meeting advise the decision.

A. Smith: The short answer is yes, but the selectboard and representatives from the city will make the final decision. But, things take a while to actually get built, so there will be more time submit comments.

Alternative 3

Resident: Would the cost to move a fence or shrub fall on the homeowners?

A. Smith: The cost would be covered by the city and within the project budget.

Resident: Would any property lines change?

A. Smith: Everything that has been proposed is within the city ROW.

Resident: Concern with upkeep of sidewalks adjacent to green strips and eventually ponding after the sidewalks have shifted.

Alternative 4

Resident: I don't think have a green strip is worth having a one-lane road.

A. Smith: The green strip serves as both a natural barrier and a storage area for both stormwater and snow. It serves an important function beyond just making the area look more "natural"

Resident (Green Acres): People on Green Acres are not concerned with safety while walking in the street.

Resident: Opposed to sidewalks considering the condition of sidewalks in more heavily traveled areas (ex. North Ave).

Resident: There should really be a bigger conversation about traffic calming on Stabury Road before the sidewalk discussion occurs.

J. Olin: The survey will still be open to give more feedback on these sorts of issues.

Resident: I perceive many issues with pedestrian use of Stanbury road.

- I am in favor of a sidewalk with a green strip. Cars move way to fast on this road and cut through from other streets. Especially when walking in the dark, visibility of pedestrians is not great. The traffic calming efforts on Staniford haven't really helped.
- Concerns of water pooling along the edges of Stanbury. The edges freeze in the winter making walking along the edge of the road dangerous. Most people prefer to walk in the middle of the road where it is less icy.
- I am not in favor of the cones as a temporary barrier. It makes driving more difficult and the cones don't make me feel safe.

A.Smith: Especially with it getting dark so early now, walking is even more dangerous in non-lit areas.

P. Peterson: There has been some discussion about replacing the cones with bollards or planters one day.

Cottage Grove

Alternative 2

Resident: people don't often park on the South side of Cottage Grove.

Resident: What did this street look like historically?

A. Smith: This street used to be a dead-end.

Resident: The proposed 14' travelway, is that enough space for 2-way traffic?

A. Smith P. Peterson: Yes, 2-way traffic will be maintained

Resident: A big problem currently is that some of the stop signs in the area are covered by trees. Drivers don't even know they have to stop.

P. Peterson: The thing about stop signs is that a warrant analysis needs to be done, even to install the proposed signs as shown.

Resident: it sounds like the cheapest solution is to transition cottage grove back to a dead end.

Resident: The Tracy Drive and Plattsburg Avenue intersection is blame for a lot of the issues in this neighborhood.

Alternative 3

Resident: The people who own the corner house have campers that likely wouldn't fit with the proposed changes.

Green Acres

Resident: Not only do residents have gardens in their front yards, some people have working gardens that they use for their businesses. Not in favor of removing these people's gardens/farms.

Resident: Since our neighborhood was built in the 50s, a lot of our cars don't fit in our garages. We have concerns about the lost parking on the street and in driveways.

Resident: People are generally not in favor of sidewalks around the neighborhood, but we are in favor of a temporary pedestrian zone for warmer months.

Resident: The street parking is only intermittently used and is not in use heavily now. Concerns with reduction of driveway size for winter parking bans since there's no close garage.

Resident: Concerns with sidewalks adjacent to trees.

M. Suender: The city arborist will be consulted on all things adjacent to trees.

APPENDIX D

Conceptual Plans

1/28/2025 9:48:12 AM V:\1_PROJECTS\ICORPC-VT\21_120006_09-CORPC-Burlington-North-End-Sidewalks\2-CADD\IC-Plans\21_12006_09bdr_1ay.dgn

LEGEND:

PROPOSED SIDEWALK

PROPOSED PEDESTRIAN ZONE

PROPOSED GREEN SPACE

PROPOSED PAVED APRON

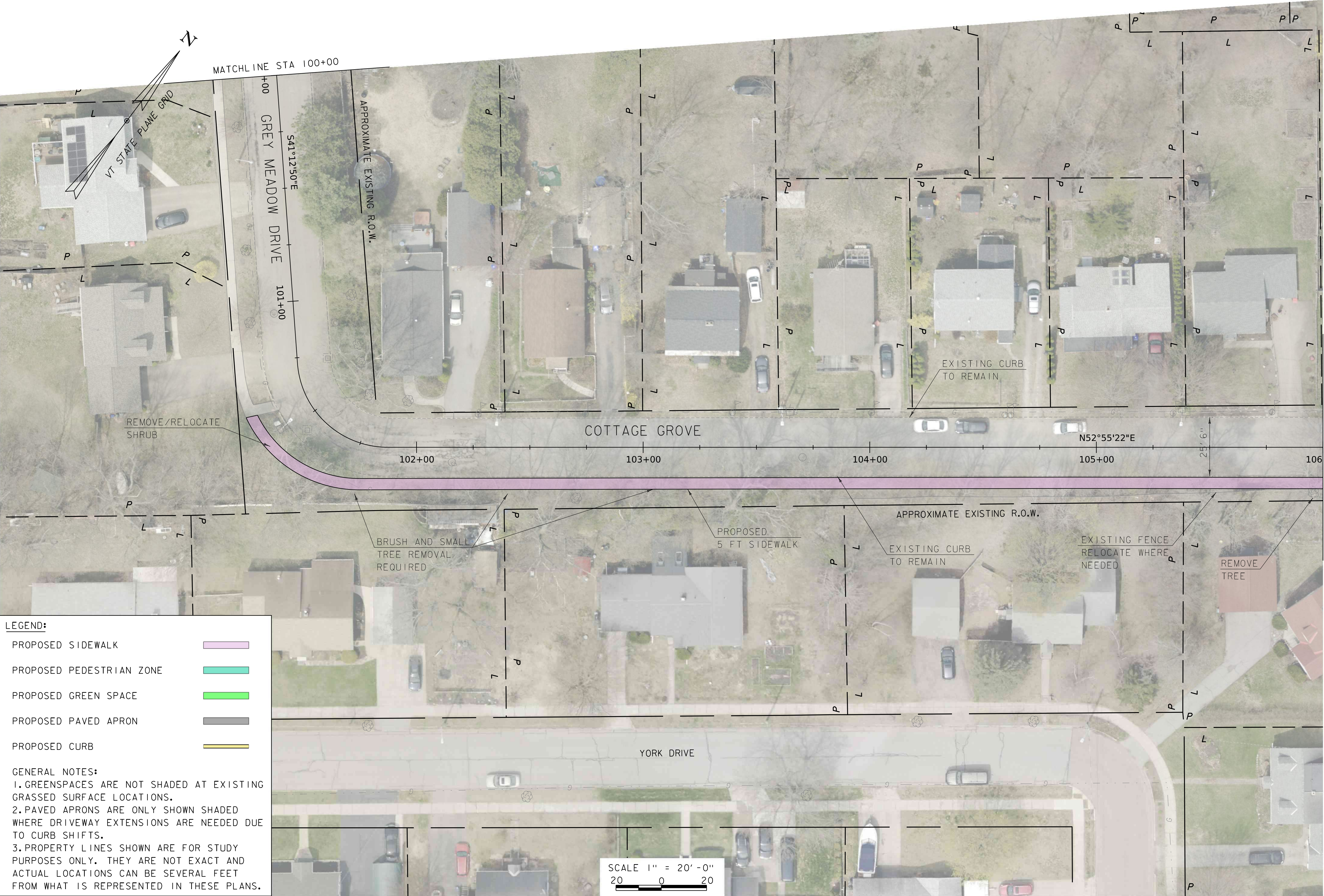
PROPOSED CURB

GENERAL NOTES:

1. GREENSPACES ARE NOT SHADED AT EXISTING GRASSED SURFACE LOCATIONS.

2. PAVED APRONS ARE ONLY SHOWN SHADED WHERE DRIVEWAY EXTENSIONS ARE NEEDED DUE TO CURB SHIFTS.

3. PROPERTY LINES SHOWN ARE FOR STUDY PURPOSES ONLY. THEY ARE NOT EXACT AND ACTUAL LOCATIONS CAN BE SEVERAL FEET FROM WHAT IS REPRESENTED IN THESE PLANS.



NINE SIDEWALK STUDY

FILENAME

21_12006_09bdr_1a

DESIGNER

AMS

DRAWN

LSB

CHECKED

JAO

DATE

DECEMBER 2024

CITY OF BURLINGTON

BURLINGTON, VERMONT

NEW NORTH END SIDEWALKS

HOYLE

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PROJECT NO. 21.120006.09

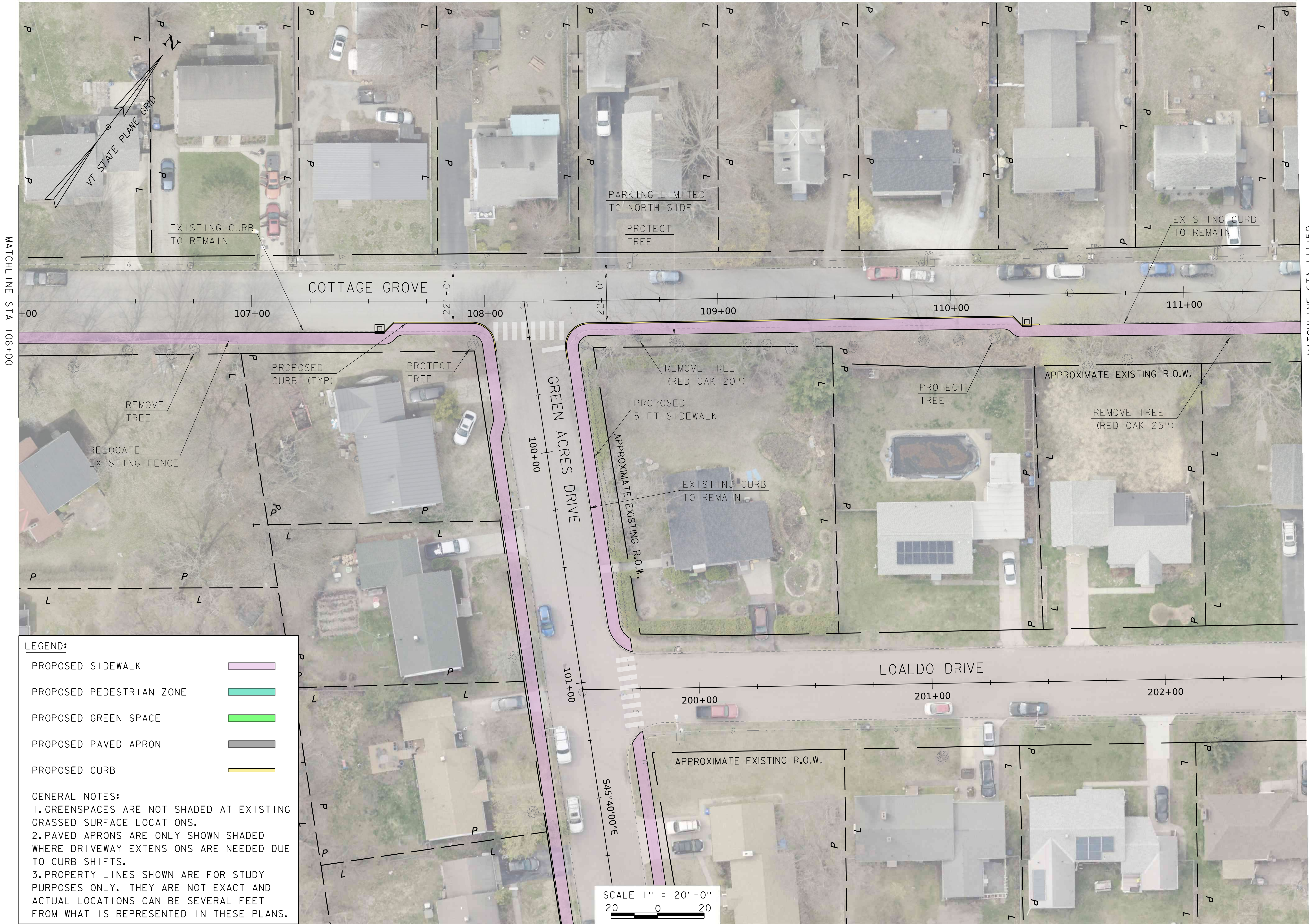
FIGURE

1

FIGURE 1 OF 29

Page 232 of 802

1/28/2025 9:48:33 AM V:\1_PROJECTS\OCRPC-VT121_120006_09-CORPC-Burlington-North-End-Sidewalks\2-CADD\0-Plans\2112006.09bdt_lev.dgn

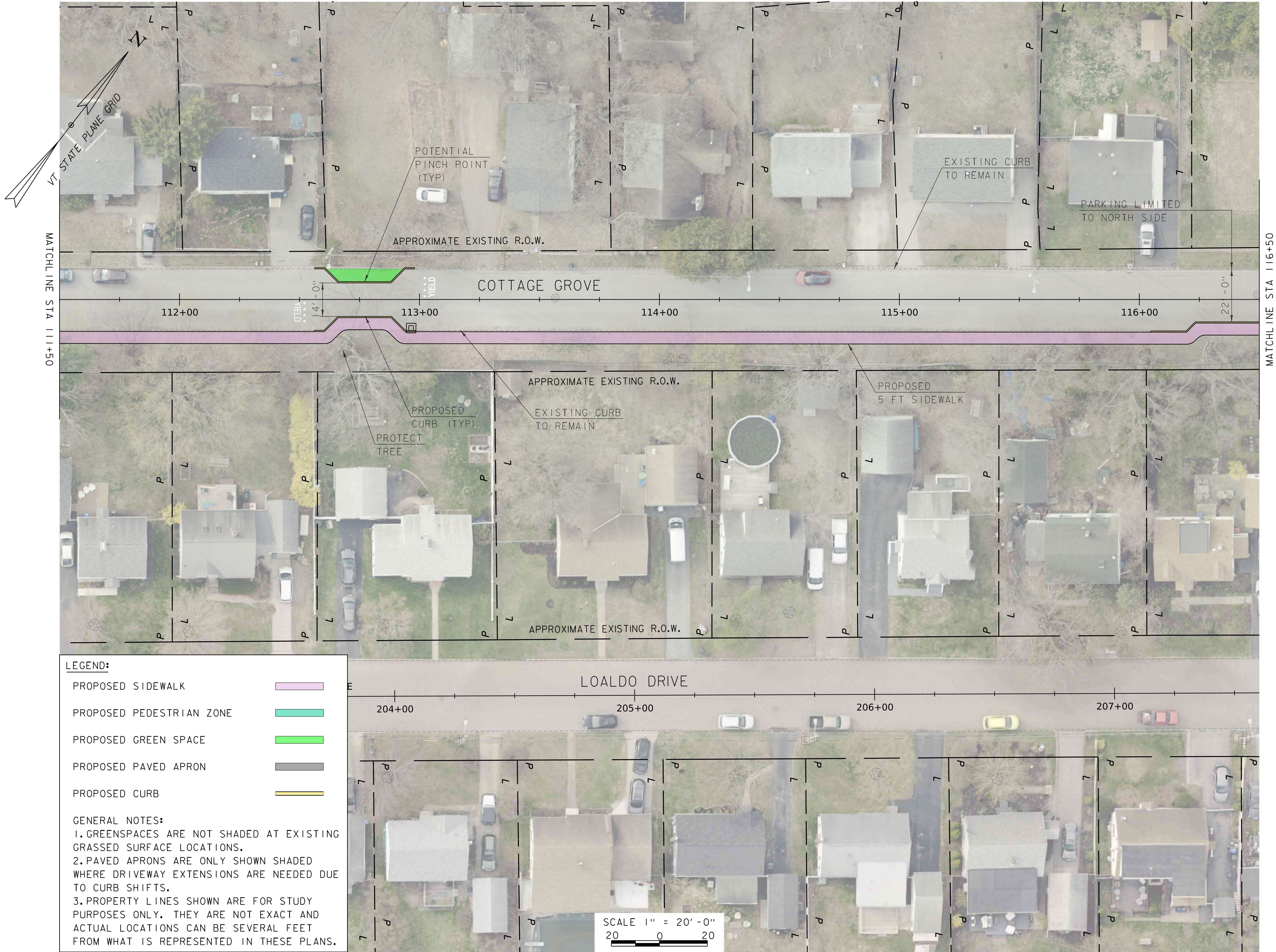


CITY OF BURLINGTON BURLINGTON, VERMONT NEW NORTH END SIDEWALKS		NINE SIDEWALK STUDY	
		FILENAME 2112006.09bdt_lev	DESIGNER AMS
PROJECT NO. 21.120006.09 FIGURE 2 FIGURE 2 OF 29		MODEL NAME a12Cottage(2014)	DRAWN LSB
		SCALE AS SHOWN	CHECKED JAO
COTTAGE GROVE ALTERNATIVE 2 (SHEET 2 OF 4)		DATE DECEMBER 2024	



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LEGEND:

- PROPOSED SIDEWALK
- PROPOSED PEDESTRIAN ZONE
- PROPOSED GREEN SPACE
- PROPOSED PAVED APRON
- PROPOSED CURB

GENERAL NOTES:

- GREENSPACES ARE NOT SHADED AT EXISTING GRASSED SURFACE LOCATIONS.
- PAVED APRONS ARE ONLY SHOWN SHADED WHERE DRIVEWAY EXTENSIONS ARE NEEDED DUE TO CURB SHIFTS.
- PROPERTY LINES SHOWN ARE FOR STUDY PURPOSES ONLY. THEY ARE NOT EXACT AND ACTUAL LOCATIONS CAN BE SEVERAL FEET FROM WHAT IS REPRESENTED IN THESE PLANS.

SCALE 1" = 20' - 0"
20 0 20



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NEW NORTH END SIDEWALKS
COTTAGE GROVE ALTERNATIVE 2 (SHEET 3 OF 4)

NINE SIDEWALK STUDY					
FILENAME	DESIGNER	AMS	DRAWN	CHECKED	DATE
2112006_09bdt_1a	AMS	AMS	LSB	JAO	DECEMBER 2024
MODEL NAME	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT
all2Cottage(304)	all2Cottage(304)	all2Cottage(304)	all2Cottage(304)	all2Cottage(304)	all2Cottage(304)
SCALE	SCALE	SCALE	SCALE	SCALE	SCALE
AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN

PROJECT NO. 21.120006.09

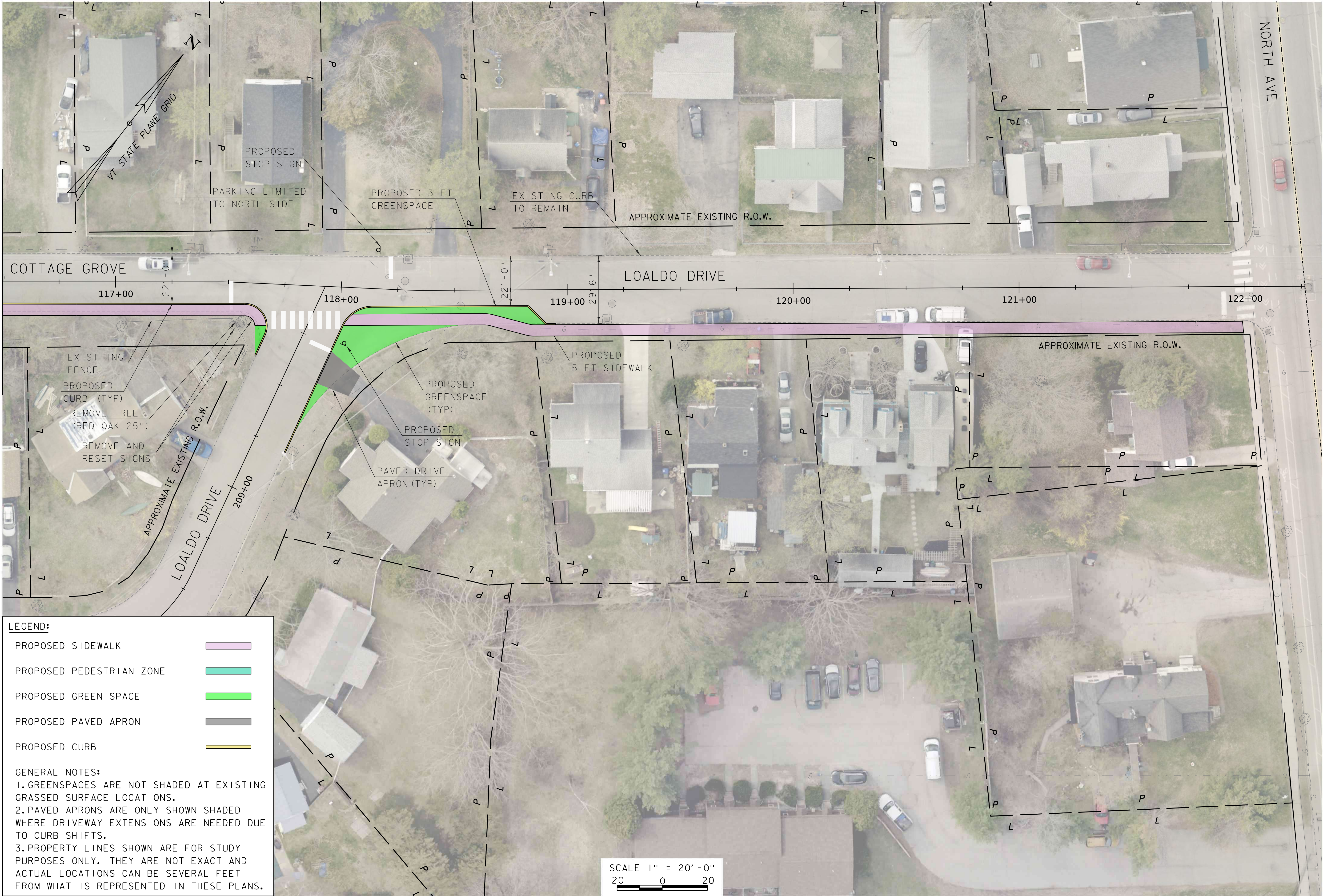
FIGURE

3

FIGURE 3 OF 29

1/28/2025 9:48:13 AM V:\1_PROJECTS\ICORPC-VT\21_120006_09-CORPC-Burlington-North-End-Sidewalks\2-CADD\IC-Plans\21_12006_09bdr_lev.dgn

MATCH LINE STA 116+50



LEGEND:

- PROPOSED SIDEWALK
- PROPOSED PEDESTRIAN ZONE
- PROPOSED GREEN SPACE
- PROPOSED PAVED APRON
- PROPOSED CURB

GENERAL NOTES:

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3. PROPERTY LINES SHOWN ARE FOR STUDY PURPOSES ONLY. THEY ARE NOT EXACT AND ACTUAL LOCATIONS CAN BE SEVERAL FEET FROM WHAT IS REPRESENTED IN THESE PLANS.

SCALE 1" = 20'-0"
20 0 20

NINE SIDEWALK STUDY					
FILENAME	DESIGNER	AMS	DRAWN	CHECKED	JAO
21_12006_09bdr_lev	AMS	AMS	LSB	LSB	JAO
NOTED NAME	ajl2Cottage(404)				
SCALE	AS SHOWN				
DATE	DECEMBER 2024				



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NEW NORTH END SIDEWALKS
COTTAGE GROVE ALTERNATIVE 2 (SHEET 4 OF 4)

PROJECT NO. 21.120006.09

FIGURE

4

FIGURE 4 OF 29

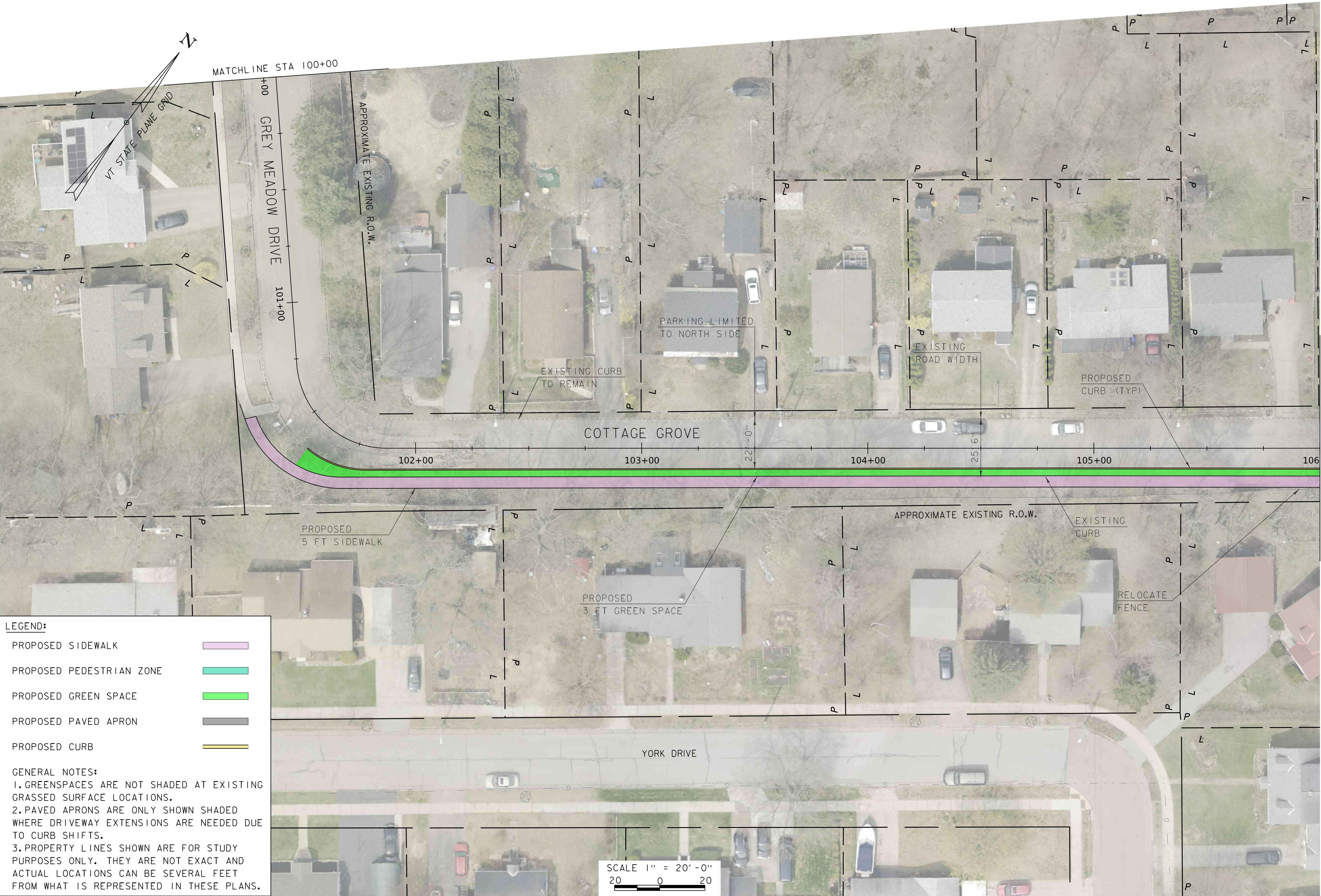
1/28/2025 9:48:33 AM V:\1_PROJECTS\ICORPC-VT\21_120006_09-CORPC-Burlington-North-End-Sidewalks\2-CADD\IC-Plans\21_12006_09bdr_lay.dgn

LEGEND:

- PROPOSED SIDEWALK
- PROPOSED PEDESTRIAN ZONE
- PROPOSED GREEN SPACE
- PROPOSED PAVED APRON
- PROPOSED CURB

GENERAL NOTES:
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SCALE 1" = 20' - 0"
20 0 20

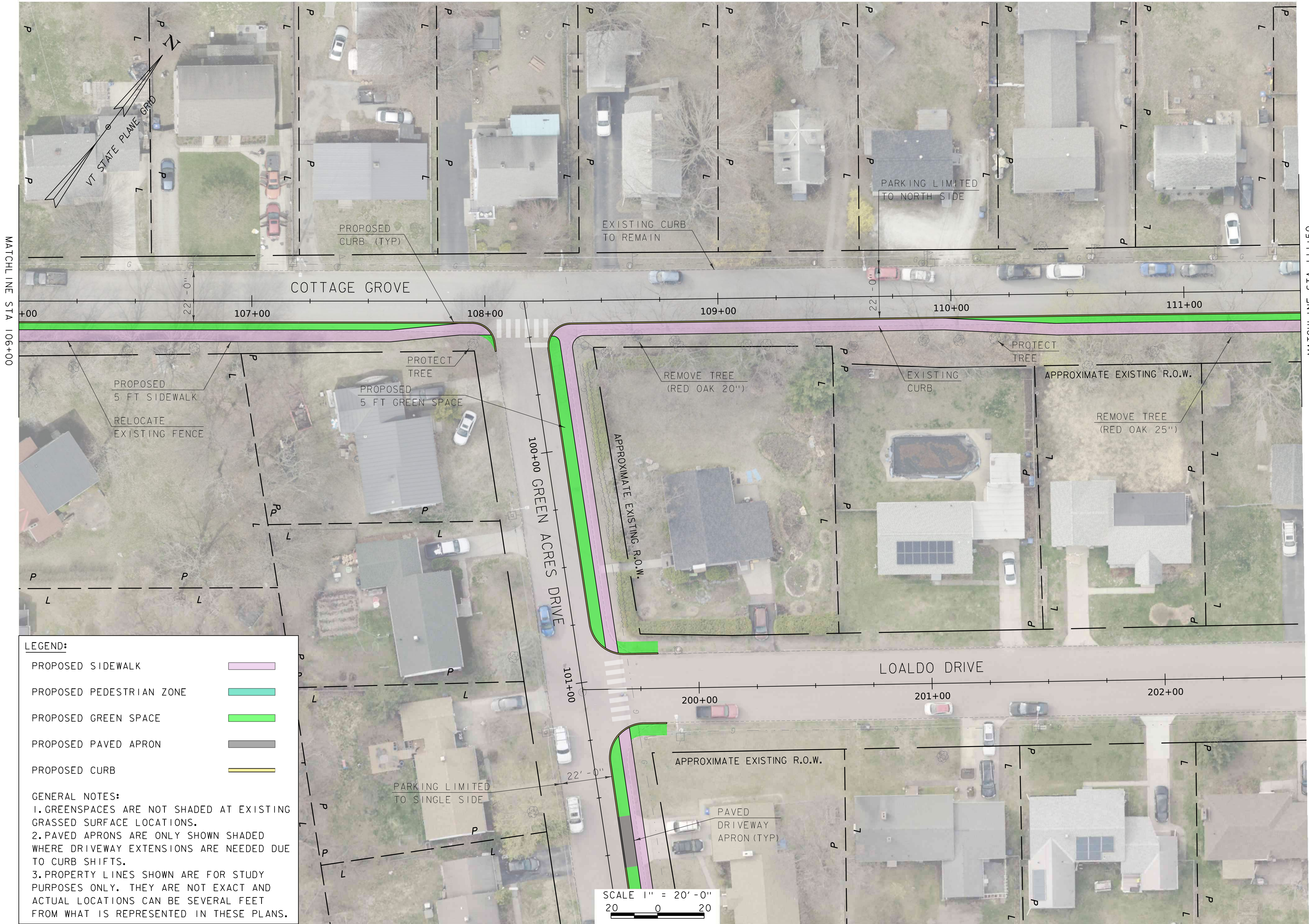


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BURLINGTON, VERMONT
NEW NORTH END SIDEWALKS
COTTAGE GROVE ALTERNATIVE 3 (SHEET 1 OF 4)

PROJECT NO. 21.120006.09
FIGURE
5
FIGURE 5 OF 29

NINE SIDEWALK STUDY					
FILENAME	DESIGNER	AMS	DRAWN	CHECKED	JAO
21.12006.09bdr_lay	AMS		AMS		
MODEL NAME	PROJECT	LSB	SCALE	DATE	DECEMBER 2024
all3Collateral (04)			AS SHOWN		

1/28/2025 9:49:52 AM V:\1_PROJECTS\OCRPC-VT121_120006_09-CORPC-Burlington-North-End-Sidewalks\2-CADD\0-Plans\2112006.09bdr_lay.dgn



LEGEND:

- PROPOSED SIDEWALK
- PROPOSED PEDESTRIAN ZONE
- PROPOSED GREEN SPACE
- PROPOSED PAVED APRON
- PROPOSED CURB

GENERAL NOTES:
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NINE SIDEWALK STUDY

FILENAME

DESIGNER

MODEL NAME

SCALE

AS SHOWN

21.120006.09bdr.la

AMS

PRAWN

all3Cottage(2014)

LSB

CHECKED

JAO

DATE

DECEMBER 2024

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COTTAGE GROVE ALTERNATIVE 3 (SHEET 2 OF 4)

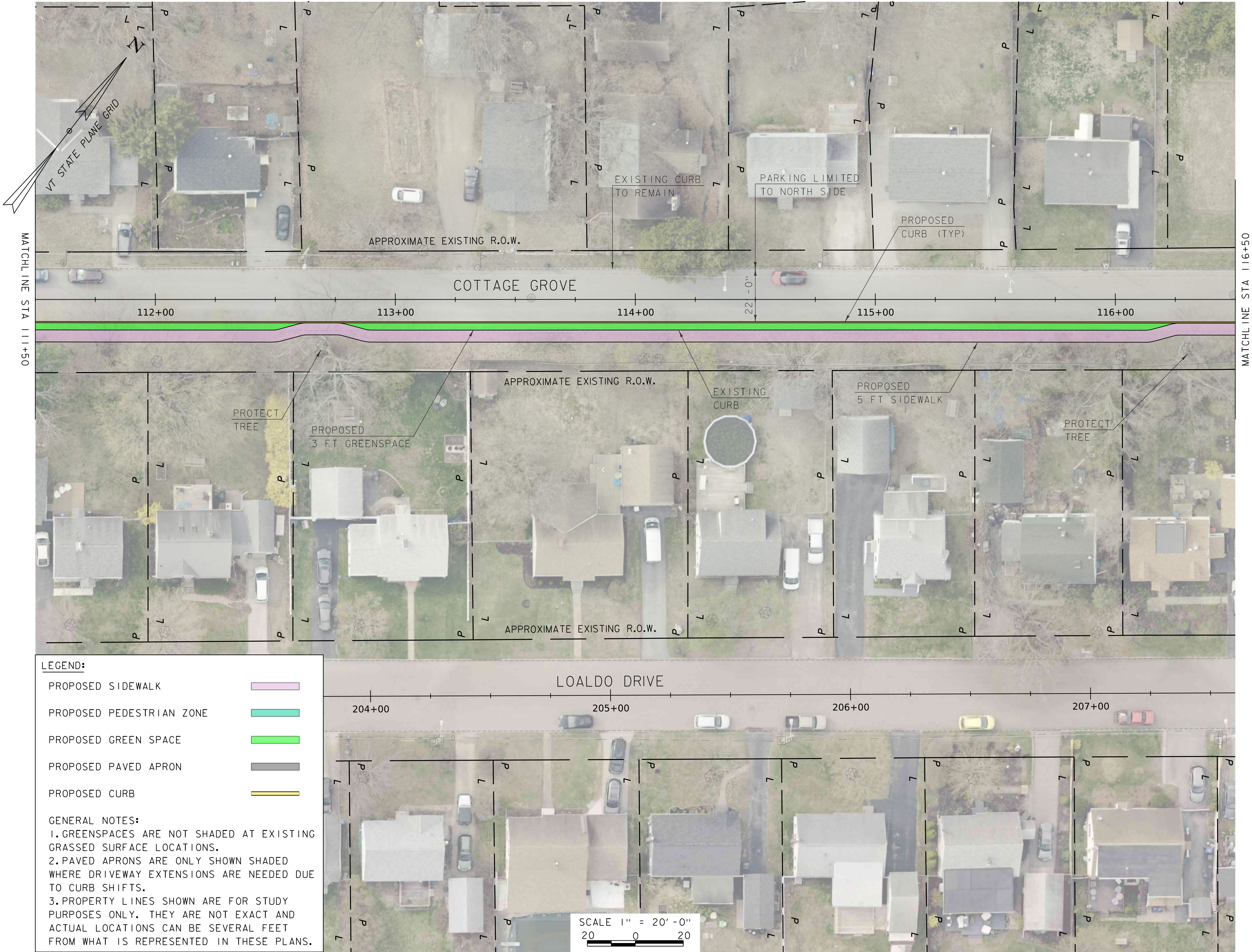
PROJECT NO. 21.120006.09

FIGURE

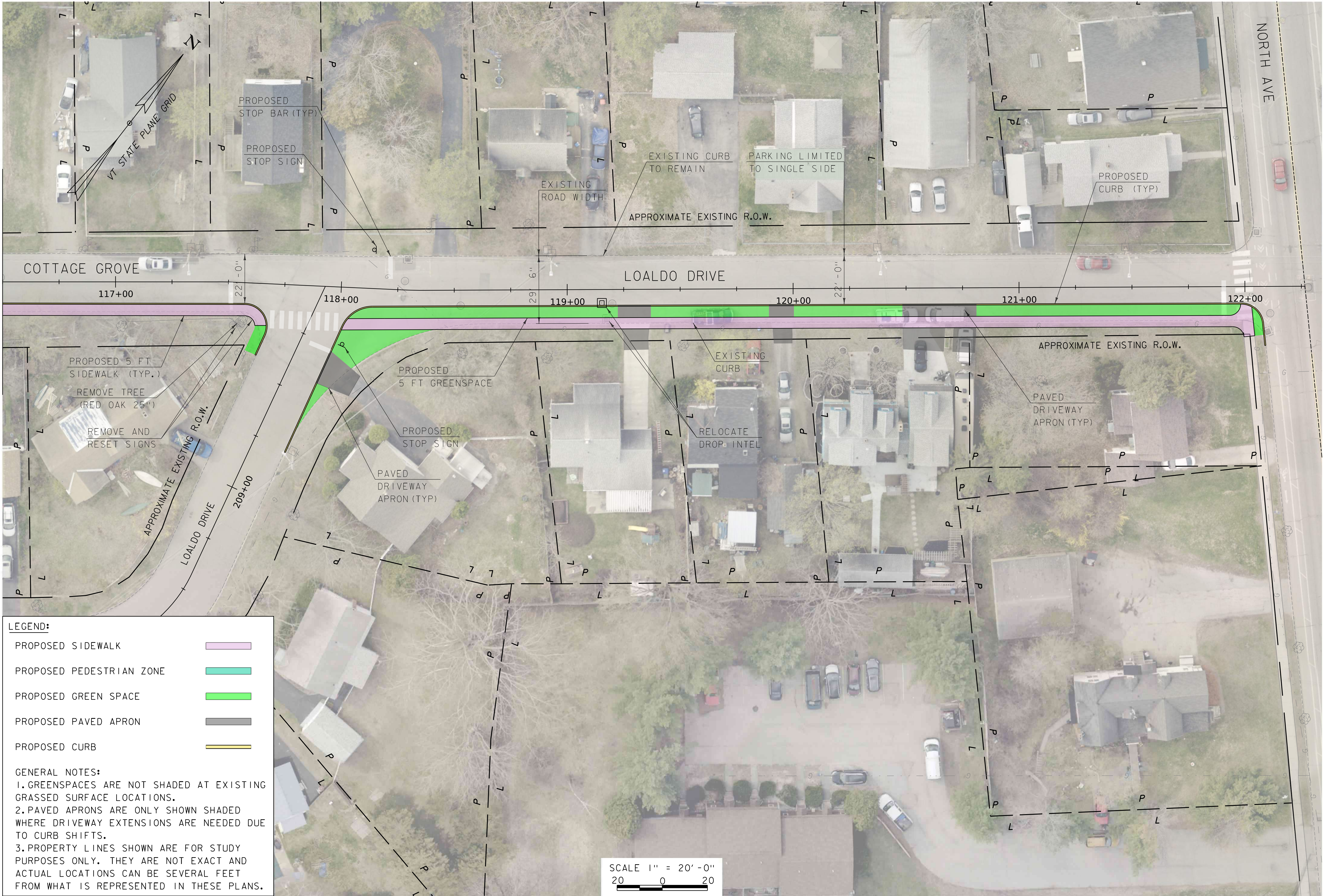
6

FIGURE 6 OF 29

Page 237 of 802



MATCH LINE STA 116+50



LEGEND:

- PROPOSED SIDEWALK
- PROPOSED PEDESTRIAN ZONE
- PROPOSED GREEN SPACE
- PROPOSED PAVED APRON
- PROPOSED CURB

GENERAL NOTES:
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SCALE 1" = 20'-0"
20 0 20

NINE SIDEWALK STUDY					
FILENAME	DESIGNER	AMS	DRAWN	CHECKED	JAO
21_12006_09bdr_lev	AMS	AMS	LSB	AMS	JAO
MODEL NAME	all3Cottage(404)				
SCALE	AS SHOWN				
DATE	DECEMBER 2024				

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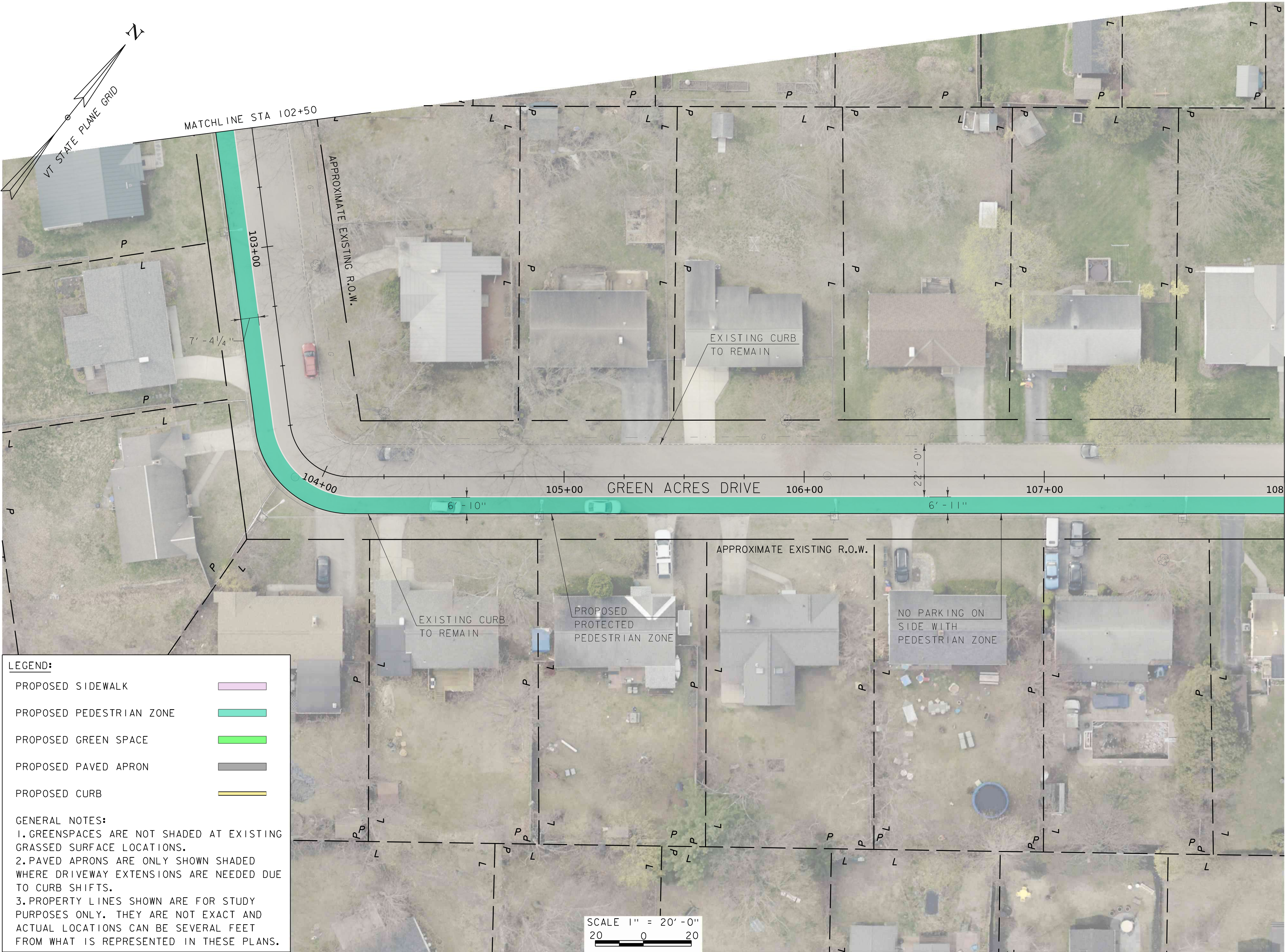
COTTAGE GROVE ALTERNATIVE 3 (SHEET 4 OF 4)

1/28/2025
9:50:52 AM
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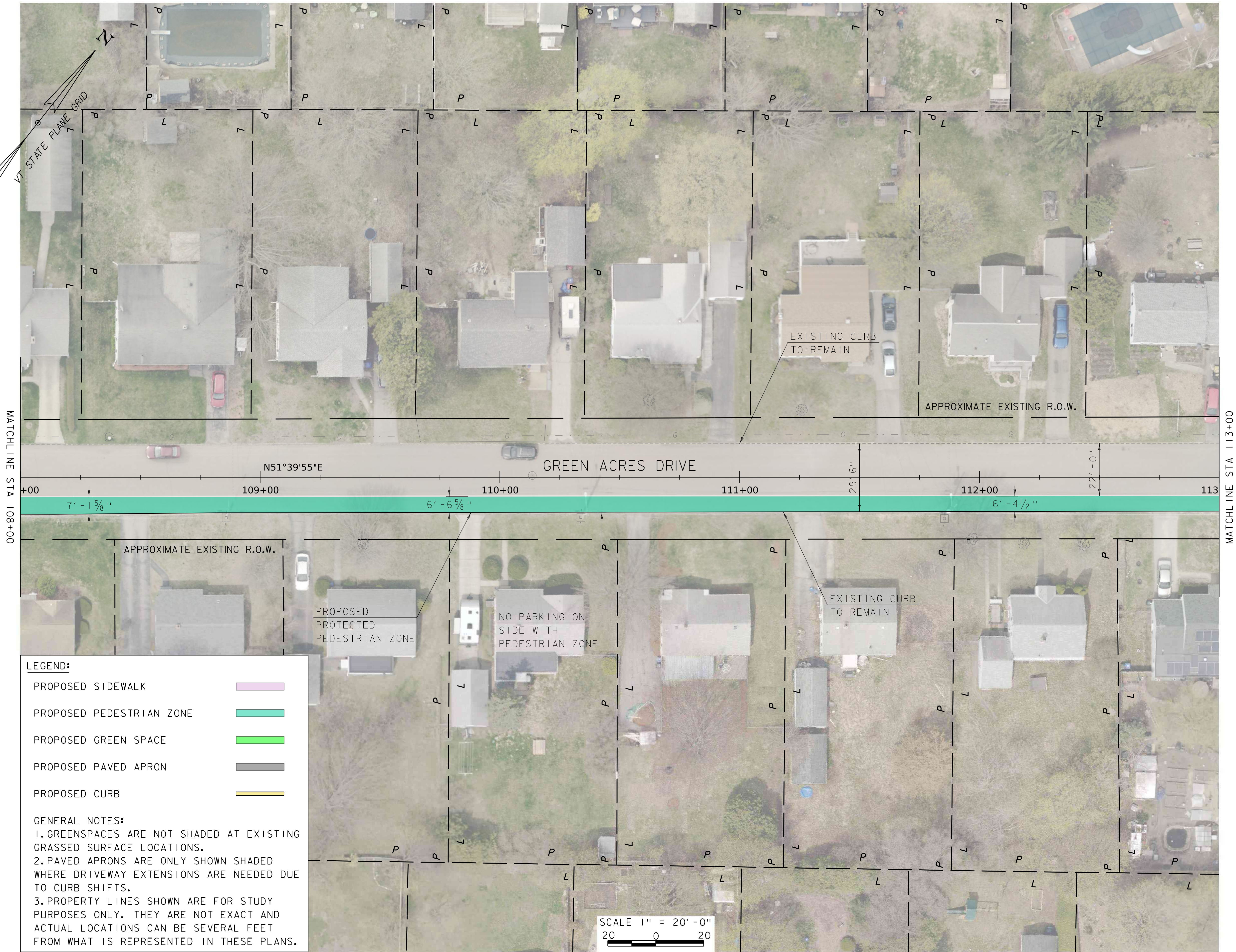


NINE SIDEWALK STUDY	
FILENAME	DESIGNER
21.120006.09bdt_1ay	AMS
MODEL NAME	DRAWN
412GreenAcres(1of4)_LSB	LSB
SCALE	CHECKED
AS SHOWN	JAO
DATE	DECEMBER 2024

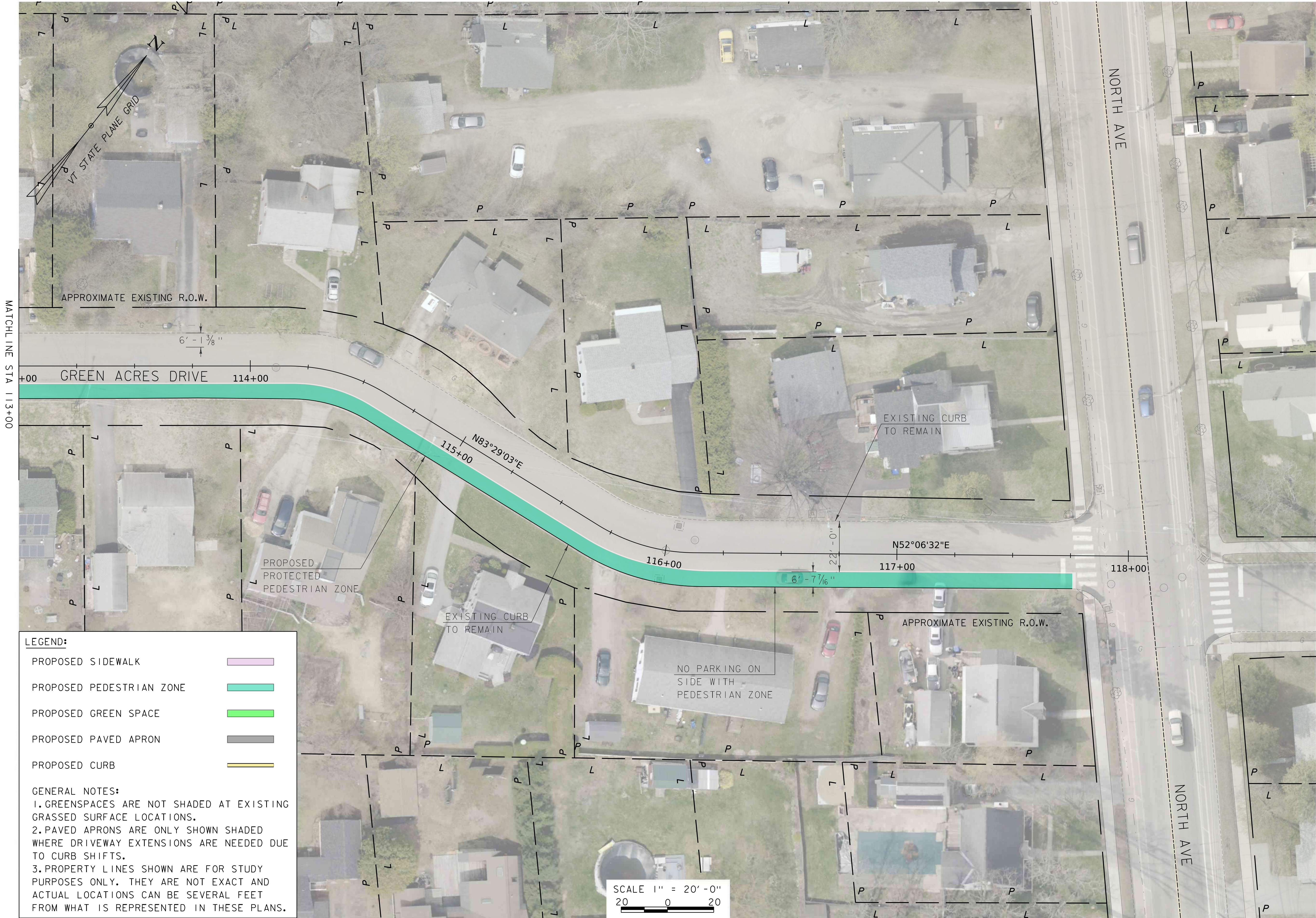
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NNE SIDEWALK STUDY		DESIGNER	AMS
FILENAME	21.120006.09bdr_lay	DRAWN	LSB
MOTEL NAME	#12GreenAcres(2of4)	CHECKED	JAO
SCALE	AS SHOWN	DATE	DECEMBER 2024



1/28/2025 9:51:52 AM V:\1_PROJECTS\OCRPC-VT121_120006_09-CORPC-Burlington-North-End-Sidewalks\2-CADD\0-Plans\2112006.09bdt_1ay.dgn



LEGEND:

- PROPOSED SIDEWALK
- PROPOSED PEDESTRIAN ZONE
- PROPOSED GREEN SPACE
- PROPOSED PAVED APRON
- PROPOSED CURB

GENERAL NOTES:

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3. PROPERTY LINES SHOWN ARE FOR STUDY PURPOSES ONLY. THEY ARE NOT EXACT AND ACTUAL LOCATIONS CAN BE SEVERAL FEET FROM WHAT IS REPRESENTED IN THESE PLANS.



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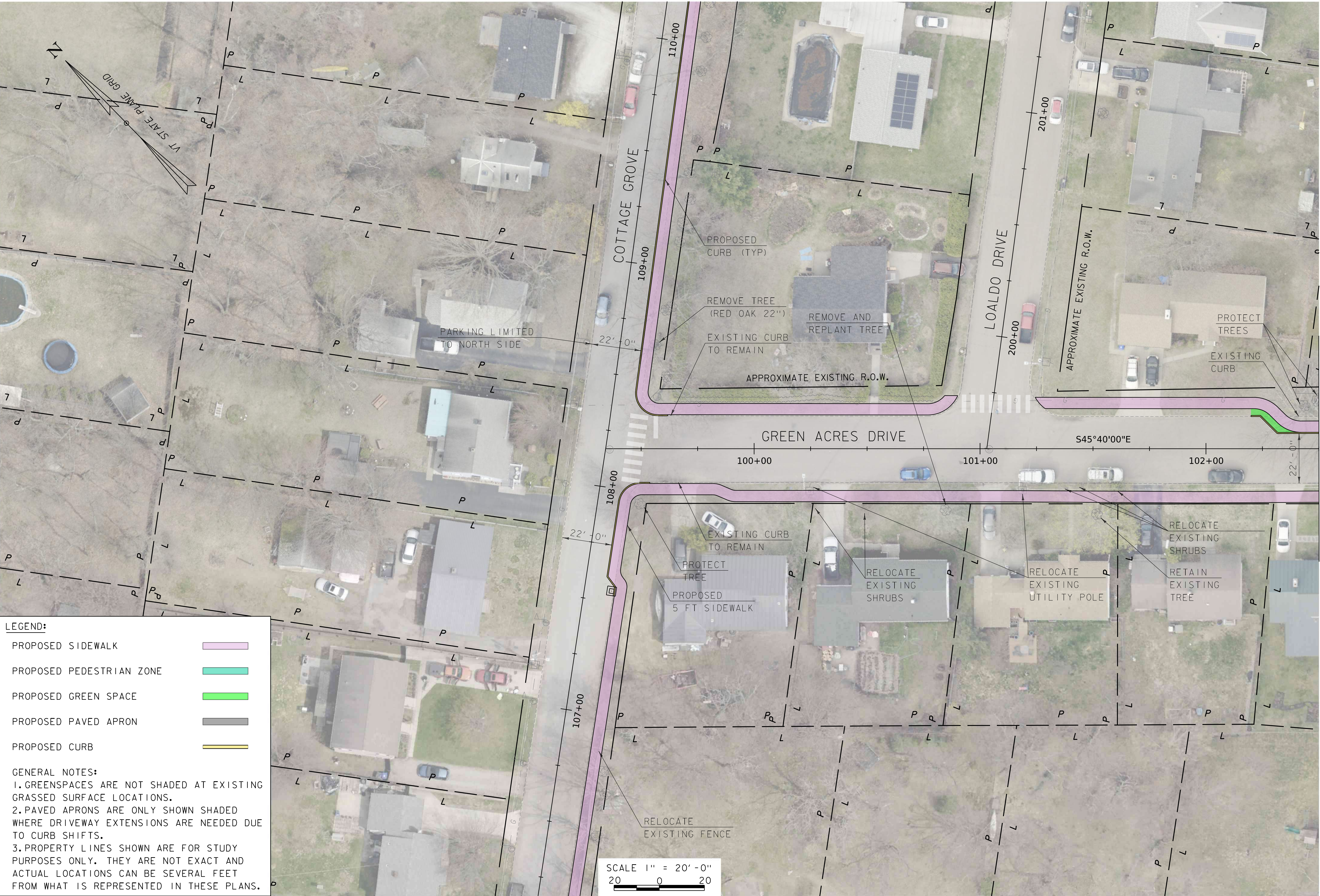
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BURLINGTON, VERMONT
NEW NORTH END SIDEWALKS
GREEN ACRES DRIVE ALTERNATIVE 2 (SHEET 4 OF 4)

PROJECT NO. 21.120006.09
FIGURE
12
FIGURE 12 OF 29

NNE SIDEWALK STUDY		DESIGNER	AMS
FILENAME	21.120006.09bdt_1ay	DRAWN	LSB
MODEL NAME	#12GreenAcres(4of4)	CHECKED	JAO
SCALE	AS SHOWN	DATE	DECEMBER 2024

1/28/2025
9:52:11 AM
V:\1_PROJECTS\OCRPC-VT121_120006_09-CORPC-Burlington-North-End-Sidewalks\2-CADD\0-Plans\211_12006_09bdt_1ay.dgn



LEGEND:

PROPOSED SIDEWALK

PROPOSED PEDESTRIAN ZONE

PROPOSED GREEN SPACE

PROPOSED PAVED APRON

PROPOSED CURB

GENERAL NOTES:

1. GREENSPACES ARE NOT SHADED AT EXISTING GRASSED SURFACE LOCATIONS.

2. PAVED APRONS ARE ONLY SHOWN SHADED WHERE DRIVEWAY EXTENSIONS ARE NEEDED DUE TO CURB SHIFTS.

3. PROPERTY LINES SHOWN ARE FOR STUDY PURPOSES ONLY. THEY ARE NOT EXACT AND ACTUAL LOCATIONS CAN BE SEVERAL FEET FROM WHAT IS REPRESENTED IN THESE PLANS.

MATCHLINE STA 102+50

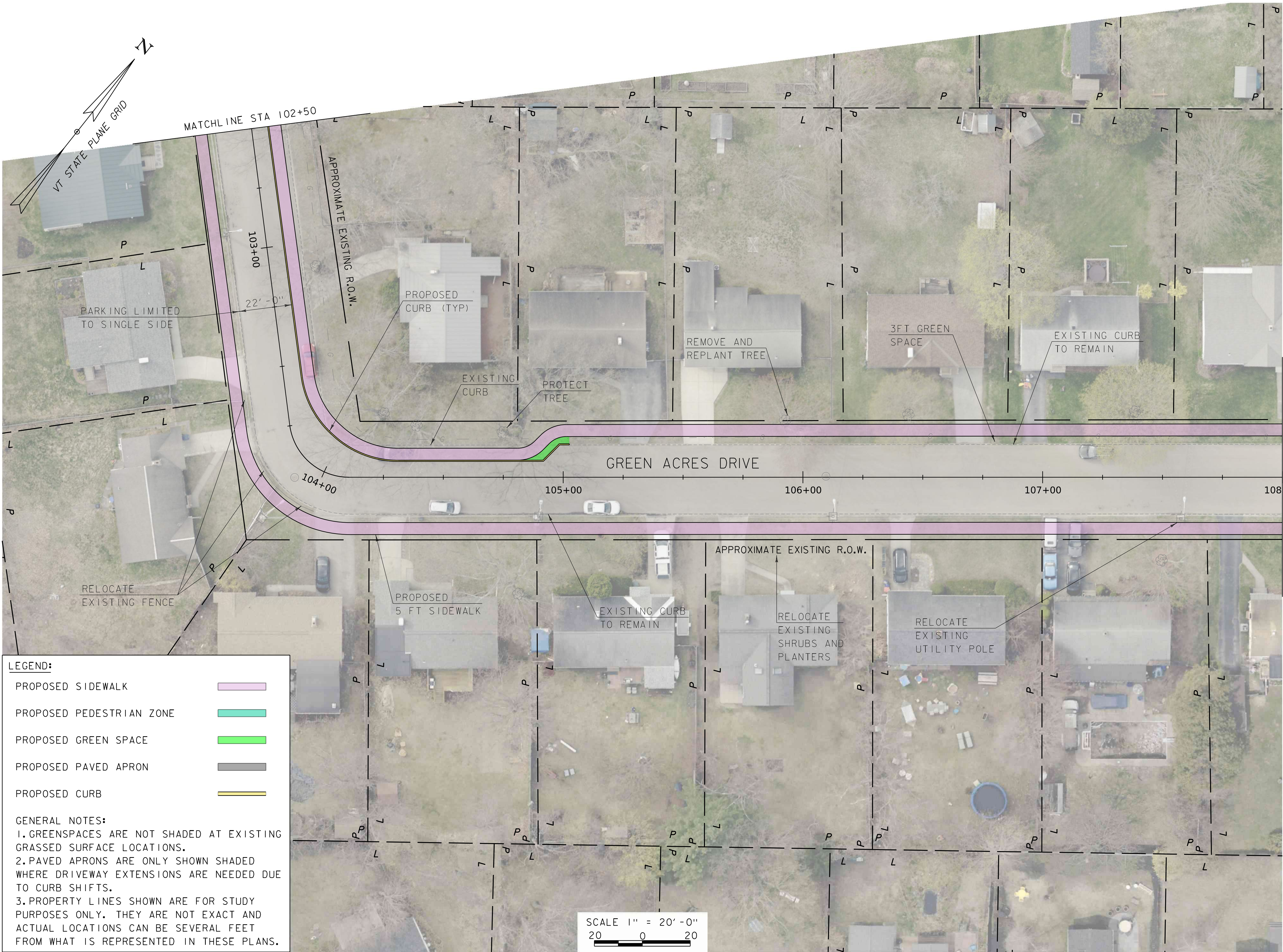
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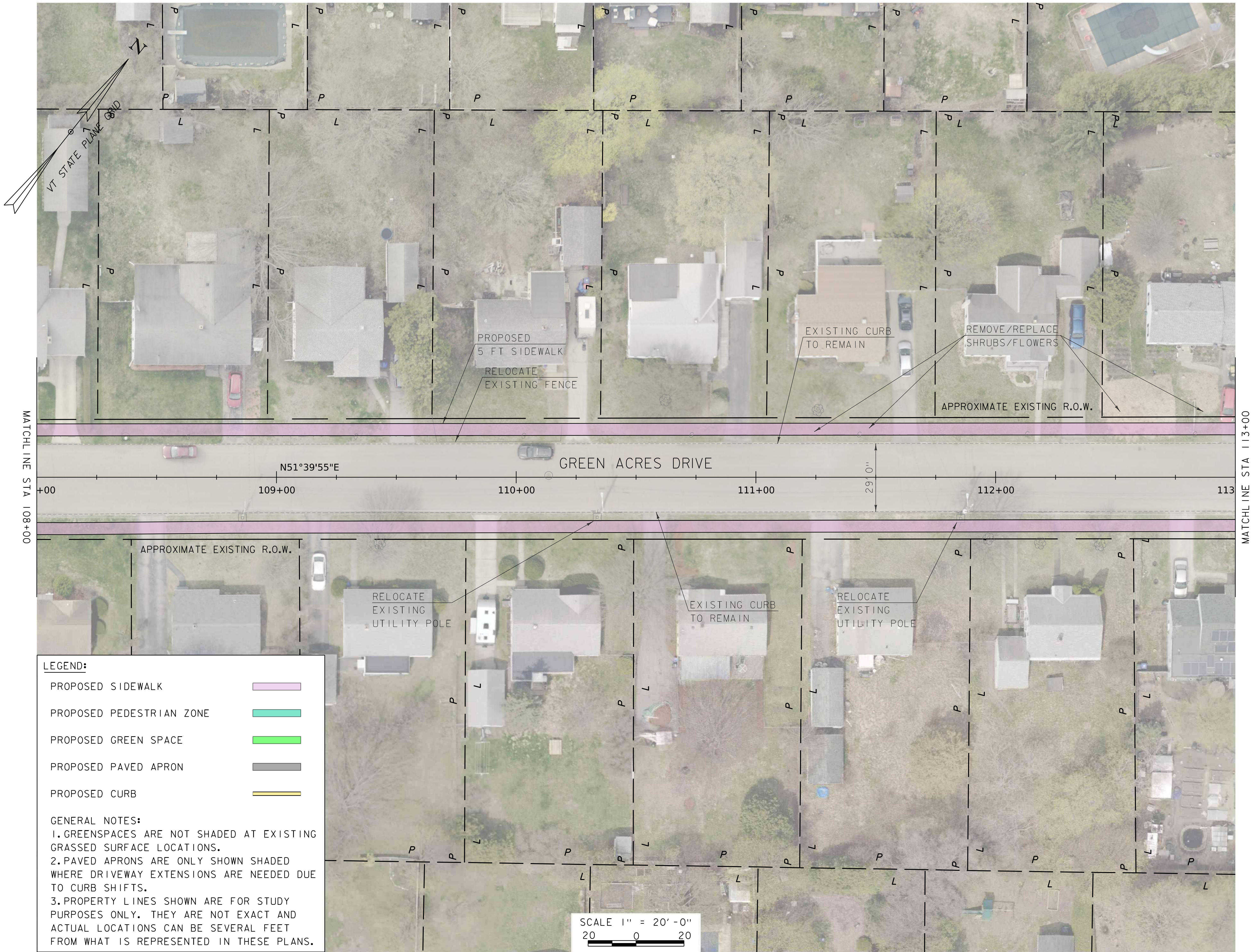
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BURLINGTON, VERMONT
NEW NORTH END SIDEWALKS
GREEN ACRES DRIVE ALTERNATIVE 3 (SHEET 1 OF 4)

NNE SIDEWALK STUDY		DESIGNER	AMS
FILENAME	21.120006.09bdt_1ay	DRAWN	LSB
MOTEL NAME	AMS	CHECKED	JAO
SCALE	AS SHOWN	DATE	DECEMBER 2024

1/28/2025 9:52:30 AM V:\1_PROJECTS\OCRPC-VT121_120006_09-CORPC-Burlington-North-End-Sidewalks\2-CADD\0-Plans\2112006.09bdt_1lay.dgn





LEGEND:

PROPOSED SIDEWALK

PROPOSED PEDESTRIAN ZONE

PROPOSED GREEN SPACE

PROPOSED PAVED APRON

PROPOSED CURB

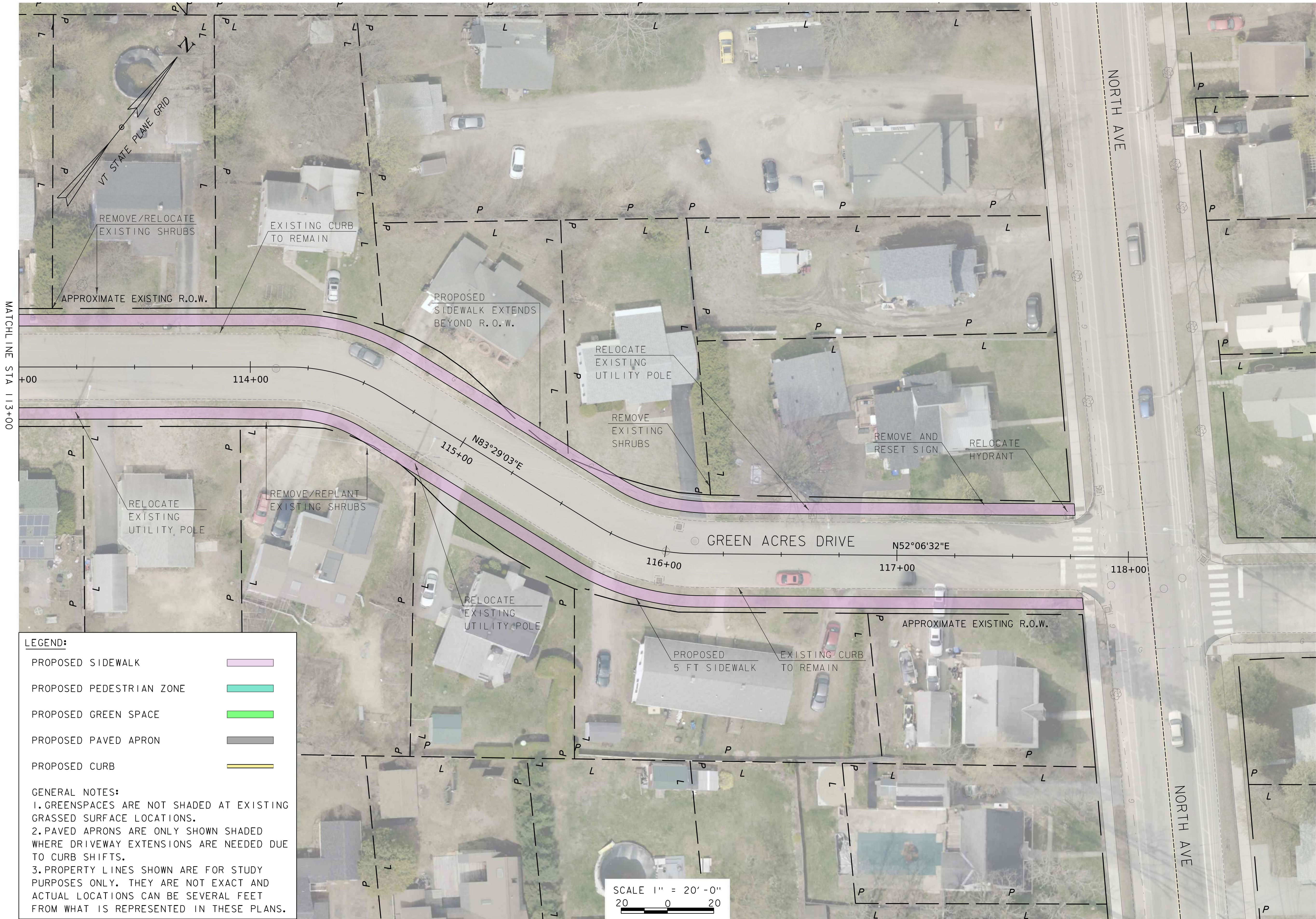
GENERAL NOTES:

1. GREENSPACES ARE NOT SHADED AT EXISTING GRASSED SURFACE LOCATIONS.

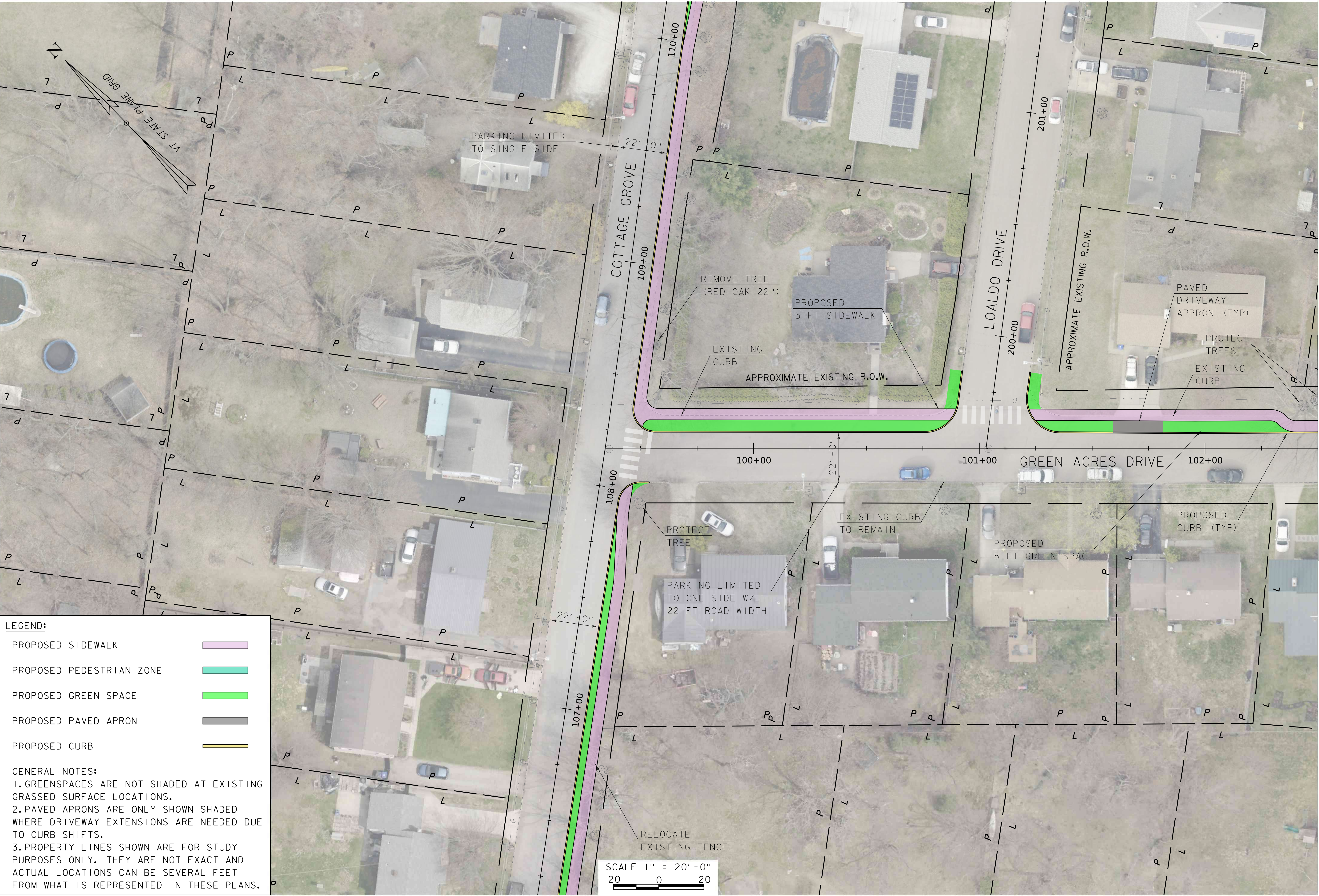
2. PAVED APRONS ARE ONLY SHOWN SHADED WHERE DRIVEWAY EXTENSIONS ARE NEEDED DUE TO CURB SHIFTS.

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1/28/2025
9:53:06 AM
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NNE SIDEWALK STUDY					
FILENAME	DESIGNER	DATE	DRAWN	CHECKED	JAO
2112006.09bdt_1ay	AMS	21.12.2006	AMS	AMS	AMS
MODEL NAME	PROJECT	SCALE	AS SHOWN	DATE	DECEMBER 2024
444GreenAcres(104)	LSB	AS SHOWN	DATE	DECEMBER 2024	



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NEW NORTH END SIDEWALKS

GREEN ACRES DRIVE ALTERNATIVE 4 (SHEET 1 OF 4)

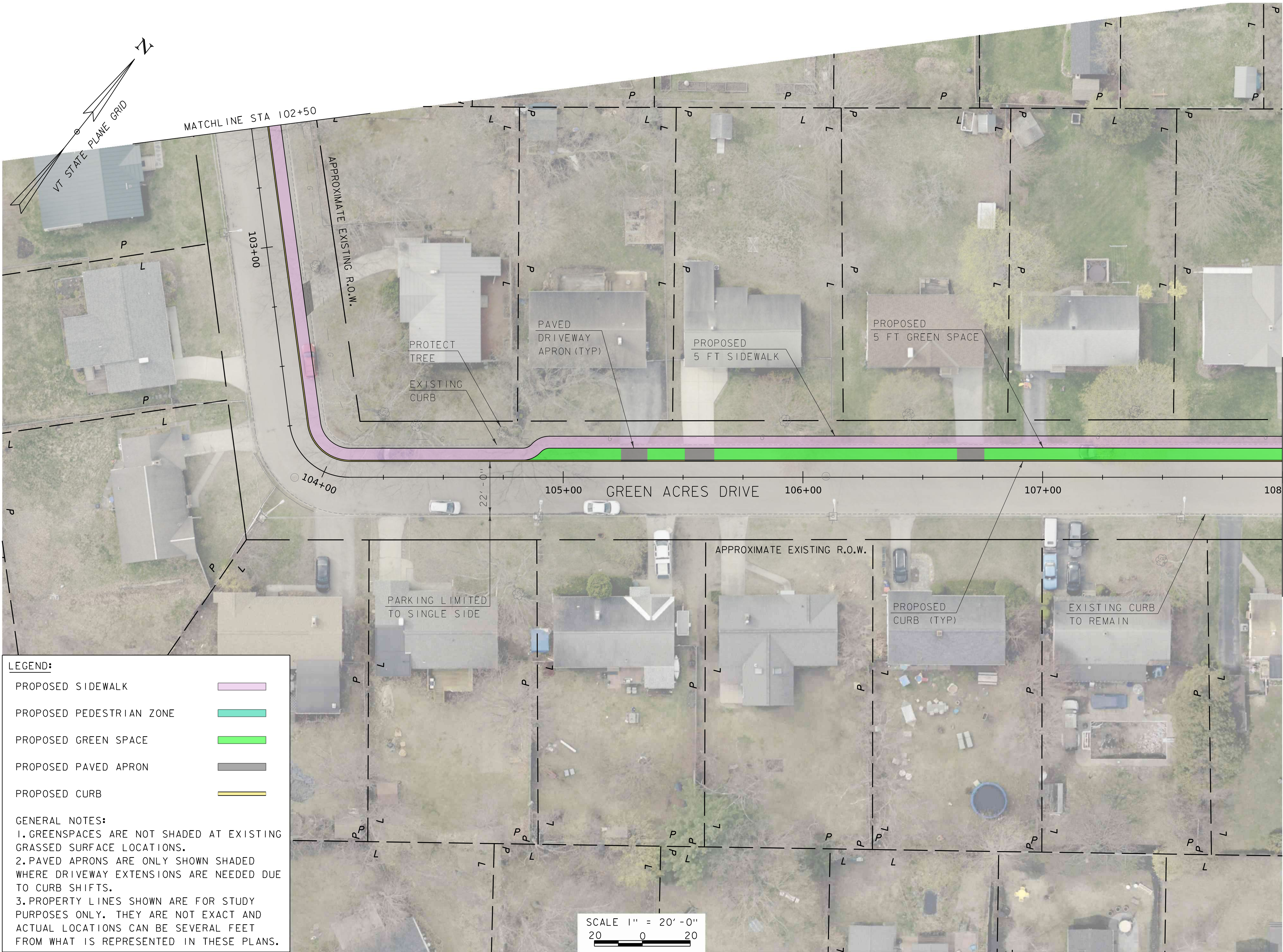
PROJECT NO. 21.120006.09

FIGURE

17

FIGURE 17 OF 29

1/28/2025 9:53:45 AM V:\1_PROJECTS\OCRPC-VT\21_120006_09-CORPC-Burlington-North-End-Sidewalks\2-CADD\0-Plans\21_12006_09bdr_1ay.dgn



NNE SIDEWALK STUDY					
FILENAME	DESIGNER	DATE	DRAWN	CHECKED	JAO
21_12006_09bdr_1ay	AMS	21.12.2006	AMS	AMS	AMS
MODEL NAME	PROJECT	SCALE	DATE	DATE	DATE
444GreenAcres(20ft)	LSB	AS SHOWN	AS SHOWN	AS SHOWN	AS SHOWN
					DECEMBER 2024



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BURLINGTON, VERMONT
NEW NORTH END SIDEWALKS
GREEN ACRES DRIVE ALTERNATIVE 4 (SHEET 2 OF 4)

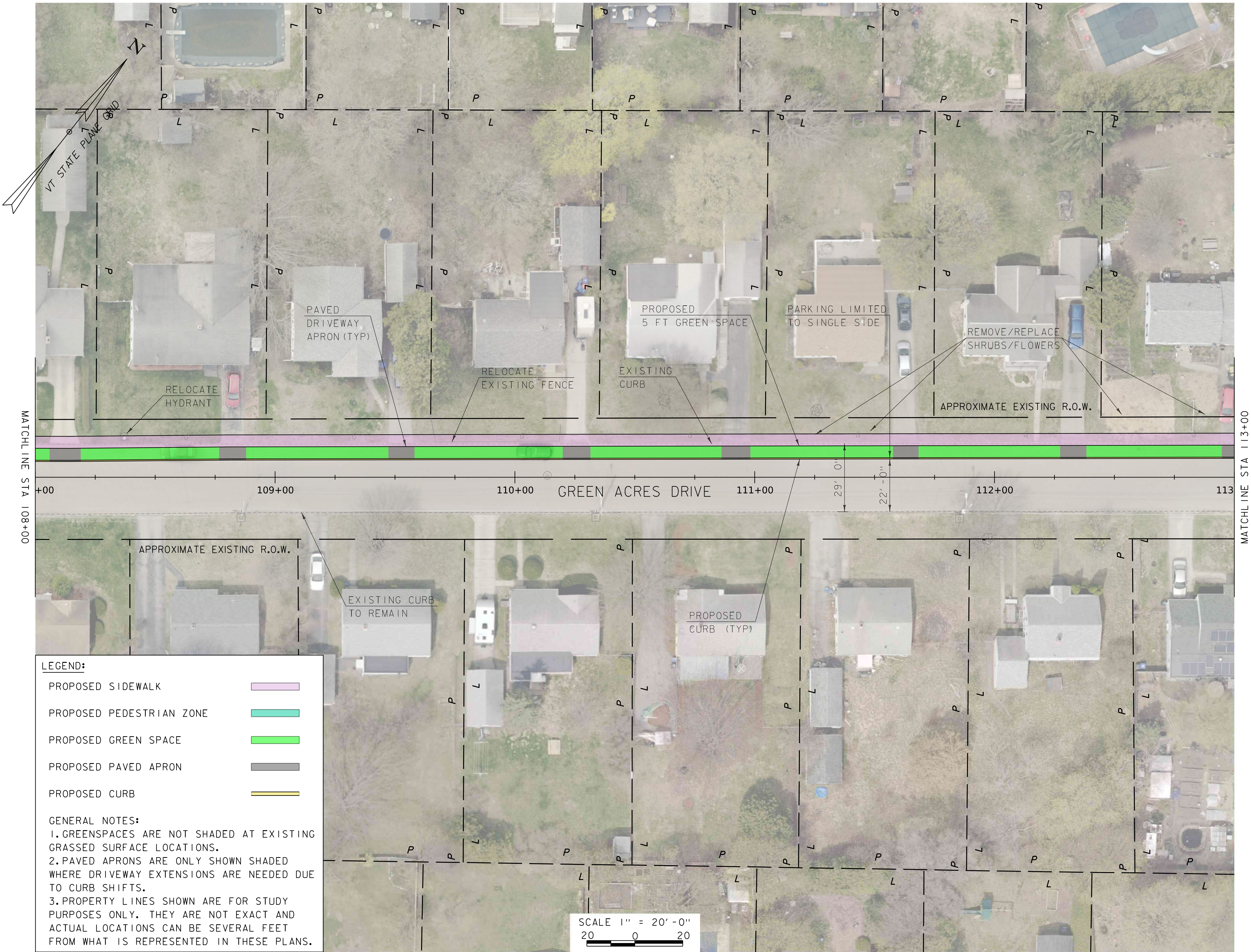
PROJECT NO. 21.120006.09

FIGURE

18

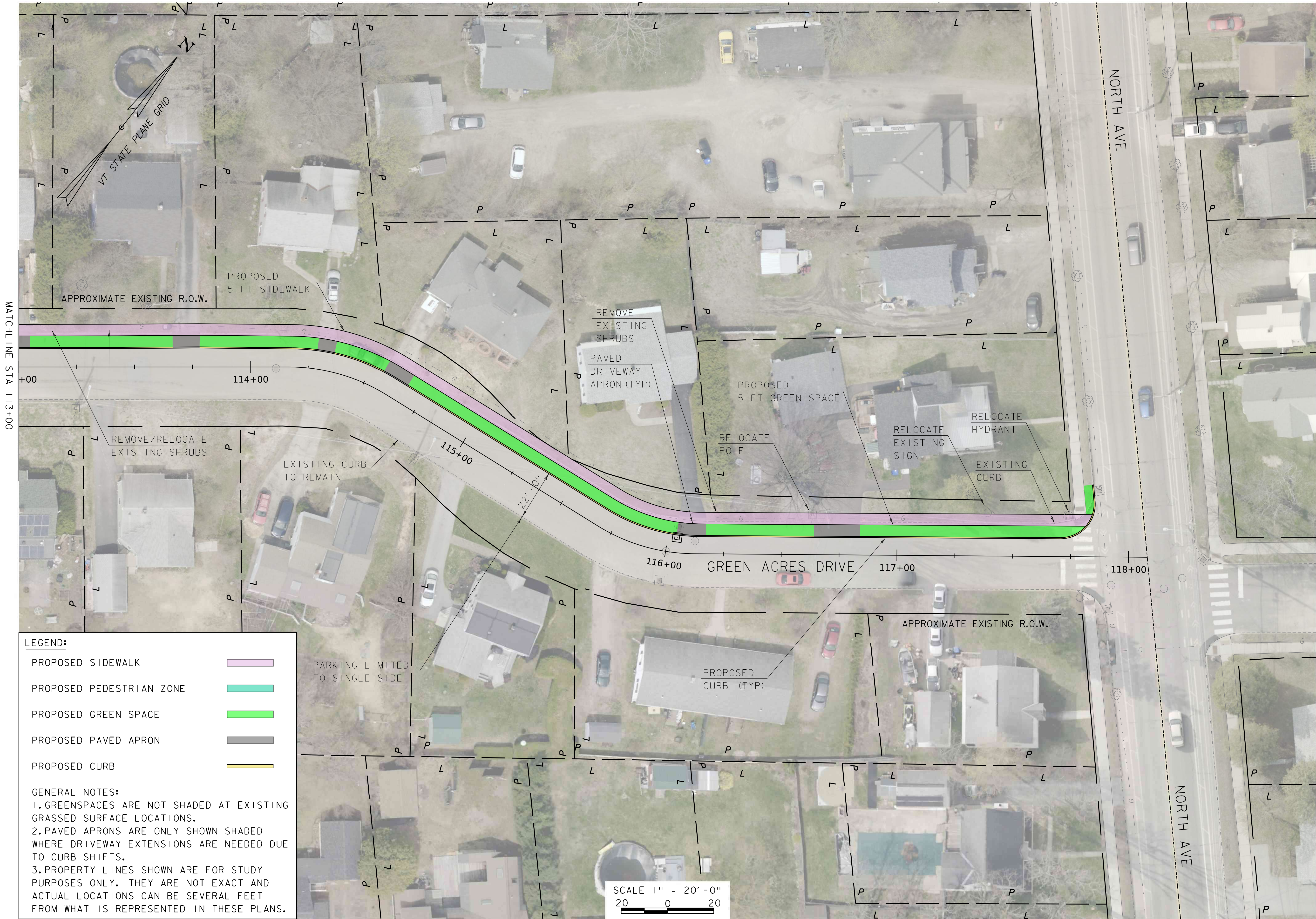
FIGURE 18 OF 29

1/28/2025 9:54:04 AM V:\1_PROJECTS\OCRPC-VT\21_120006_09-CORPC-Burlington-North-End-Sidewalks\2-CADD\0-Plans\21_120006_09bdr_lay.dgn



NNE SIDEWALK STUDY			
FILENAME	DESIGNER	AMS	
21.120006.09bdr_lay			
MODEL NAME	DRAWN	LSB	
444GreenAcres(3of4)			
SCALE	CHECKED		
AS SHOWN	JAO		
DATE	DECEMBER 2024		

1/28/2025
9:54:23 AM
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NINE SIDEWALK STUDY			
FILENAME	DESIGNER	AMS	
21.120006.09bdr_lay	JAO		
MODEL NAME	DRAWN	LSB	
414dGreenAcres(4of4)			
SCALE	CHECKED	JAO	
AS SHOWN			
DATE	DECEMBER 2024		

1/28/2025 9:54:42 AM V:\1_PROJECTS\OCRPC-VT121_120006_09-CORPC-Burlington-North-End-Sidewalks\2-CADD\0-Plans\211_12006_09bdr_lay.dgn

LEGEND:

PROPOSED SIDEWALK

PROPOSED PEDESTRIAN ZONE

PROPOSED GREEN SPACE

PROPOSED PAVED APRON

PROPOSED CURB

GENERAL NOTES:

1. GREENSPACES ARE NOT SHADED AT EXISTING GRASSED SURFACE LOCATIONS.

2. PAVED APRONS ARE ONLY SHOWN SHADED WHERE DRIVEWAY EXTENSIONS ARE NEEDED DUE TO CURB SHIFTS.

3. PROPERTY LINES SHOWN ARE FOR STUDY PURPOSES ONLY. THEY ARE NOT EXACT AND ACTUAL LOCATIONS CAN BE SEVERAL FEET FROM WHAT IS REPRESENTED IN THESE PLANS.



NINE SIDEWALK STUDY

FILENAME211.12006.09bdr.la

DESIGNERAMS

NOTED NAMEall2Stanbury(1 of 3)

DRAWNLSB

CHECKEDJAO

AS SHOWN

DATE

DECEMBER 2024

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STANBURY ROAD ALTERNATIVE 2 (SHEET 1 OF 3)

PROJECT NO. 21.120006.09

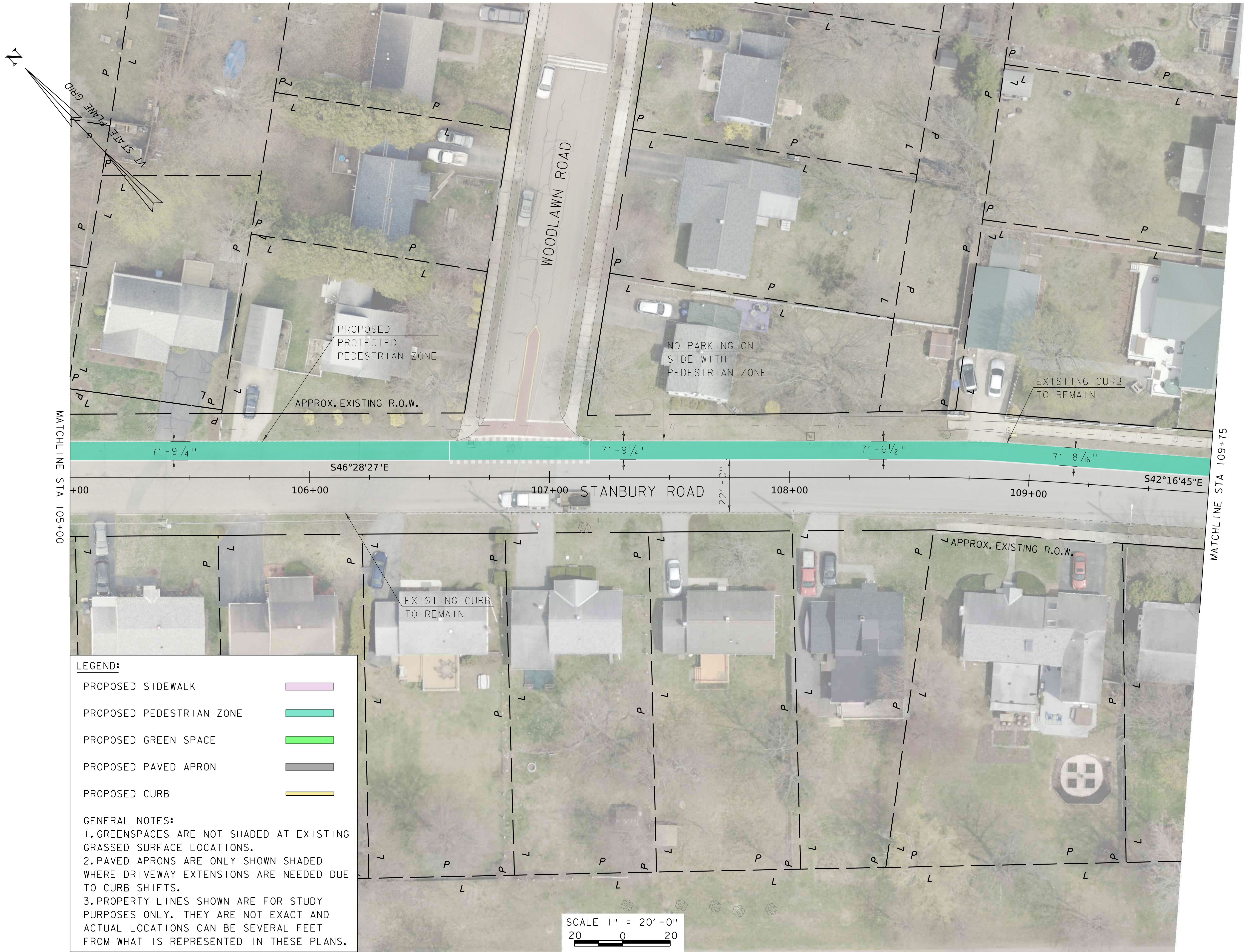
FIGURE

21

FIGURE 21 OF 29

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1/28/2025
9:55:02 AM
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CITY OF BURLINGTON
BURLINGTON, VERMONT
NEW NORTH END SIDEWALKS

STANBURY ROAD ALTERNATIVE 2 (SHEET 2 OF 3)

NNE SIDEWALK STUDY					
FILENAME	DESIGNER	AMS	DRAWN	CHECKED	JAO
21120006.09bdt_1a	all2Stanbury	all2Stanbury	all2Stanbury	all2Stanbury	all2Stanbury
MODEL NAME	SCALE	AS SHOWN	DATE	DECEMBER 2024	

1/28/2025 9:55:20 AM V:\1_PROJECTS\OCRPC-VT121_120006_09-CORPC-Burlington-North-End-Sidewalks2-CADD\04-Plans\21.12006.09bdr_1ay.dgn



LEGEND:

- PROPOSED SIDEWALK
- PROPOSED PEDESTRIAN ZONE
- PROPOSED GREEN SPACE
- PROPOSED PAVED APRON
- PROPOSED CURB

GENERAL NOTES:
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SCALE 1" = 20'-0"
20 0 20

NINE SIDEWALK STUDY				
FILENAME	DESIGNER	AMS	DRAWN	CHECKED
21.12006.09bdr_1ay	AMS		LSB	JAO
MODEL NAME	all2Stanbury(3of3)		SCALE	DATE
AS SHOWN				DECEMBER 2024

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NEW NORTH END SIDEWALKS
STANBURY ROAD ALTERNATIVE 2 (SHEET 3 OF 3)

1/28/2025 9:55:38 AM V:\1_PROJECTS\OCRPC-VT121_120006_09-CORPC-Burlington-North-End-Sidewalks\2-CADD\0-Plans\2112006.09bdt_1ay.dgn



MATCHLINE STA 105+00

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CITY OF BURLINGTON
BURLINGTON, VERMONT
NEW NORTH END SIDEWALKS
STANBURY ROAD ALTERNATIVE 3 (SHEET 1 OF 3)

NNE SIDEWALK STUDY		FILENAME	DESIGNER
		21.120006.09bdt_1ay	AMS
		MODEL NAME	DRAWN
		all3Stanbury(1 of 3)	LSB
		SCALE	CHECKED
		AS SHOWN	JAO
		DATE	DECEMBER 2024

1/28/2025
9:55:56 AM
V:\1_PROJECTS\CCRPC-VT\21_120006_09-CCRPC-Burlington-North-End-Sidewalks\2-CADD\0-Plans\21_12006_09bdt_1ay.dgn



LEGEND:

- PROPOSED SIDEWALK
- PROPOSED PEDESTRIAN ZONE
- PROPOSED GREEN SPACE
- PROPOSED PAVED APRON
- PROPOSED CURB

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1. GREENSPACES ARE NOT SHADED AT EXISTING GRASSED SURFACE LOCATIONS.
2. PAVED APRONS ARE ONLY SHOWN SHADED WHERE DRIVEWAY EXTENSIONS ARE NEEDED DUE TO CURB SHIFTS.
3. PROPERTY LINES SHOWN ARE FOR STUDY PURPOSES ONLY. THEY ARE NOT EXACT AND ACTUAL LOCATIONS CAN BE SEVERAL FEET FROM WHAT IS REPRESENTED IN THESE PLANS.

SCALE 1" = 20'-0"
20 0 20

NNE SIDEWALK STUDY				
FILENAME	DESIGNER	AMS	DATE	DECEMBER 2024
21_12006_09bdt_1ay	AMS			
MODEL NAME	DRAWN	LSB	CHECKED	JAO
all3Stanbury(2of3)				
SCALE	AS SHOWN			



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CITY OF BURLINGTON
BURLINGTON, VERMONT
NEW NORTH END SIDEWALKS
STANBURY ROAD ALTERNATIVE 3 (SHEET 2 OF 3)

PROJECT NO. 21.120006.09

FIGURE

25

FIGURE 25 OF 29

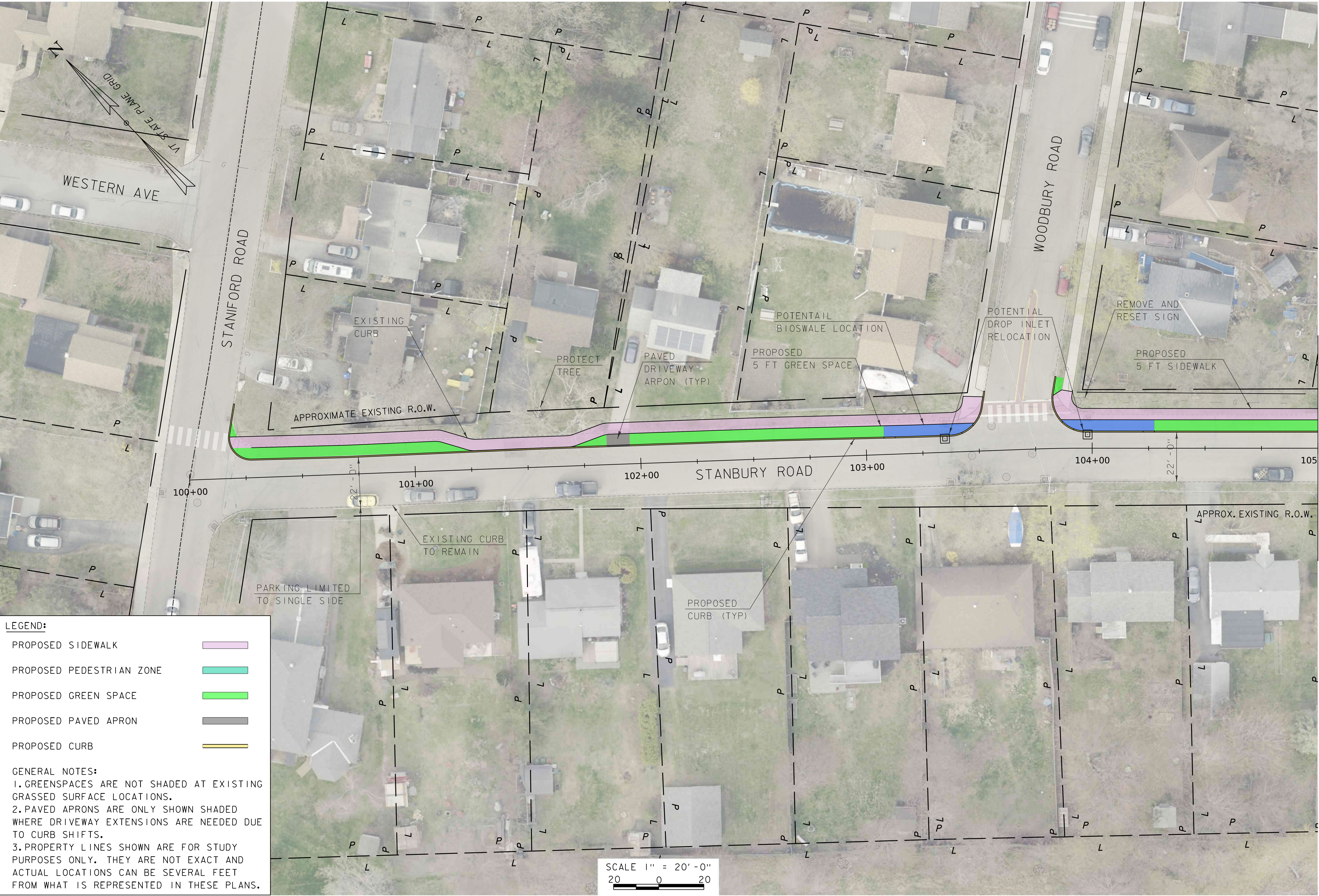
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CITY OF BURLINGTON
BURLINGTON, VERMONT
NEW NORTH END SIDEWALKS
STANBURY ROAD ALTERNATIVE 3 (SHEET 3 OF 3)

NNE STIDEWALK STUDY			
FILENAME	DESIGNER	AMS	
21.120006.09bdr_lay			
MODEL NAME	DRAWN	LSB	
all3Stanbury(3of3)			
SCALE	CHECKED	JAO	
AS SHOWN			
DATE	DECEMBER 2024		

1/28/2025 9:56:35 AM V:\1_PROJECTS\OCRPC-VT\21_120006_09-CORPC-Burlington-North-End-Sidewalks\2-CADD\0-Plans\21_12006_09bdr_1ay.dgn



LEGEND:

PROPOSED SIDEWALK

PROPOSED PEDESTRIAN ZONE

PROPOSED GREEN SPACE

PROPOSED PAVED APRON

PROPOSED CURB

GENERAL NOTES:

1. GREENSPACES ARE NOT SHADED AT EXISTING GRASSED SURFACE LOCATIONS.

2. PAVED APRONS ARE ONLY SHOWN SHADED WHERE DRIVEWAY EXTENSIONS ARE NEEDED DUE TO CURB SHIFTS.

3. PROPERTY LINES SHOWN ARE FOR STUDY PURPOSES ONLY. THEY ARE NOT EXACT AND ACTUAL LOCATIONS CAN BE SEVERAL FEET FROM WHAT IS REPRESENTED IN THESE PLANS.

SCALE 1" = 20'-0"

20 0 20

NNE SIDEWALK STUDY	
FILENAME	DESIGNER
21_12006_09bdr_1ay	AMS
MODEL NAME	DRAWN
all4Stanbury(1 of 3)	LSB
SCALE	CHECKED
AS SHOWN	JAO
DATE	DECEMBER 2024

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STANBURY ROAD ALTERNATIVE 4 (SHEET 1 OF 3)

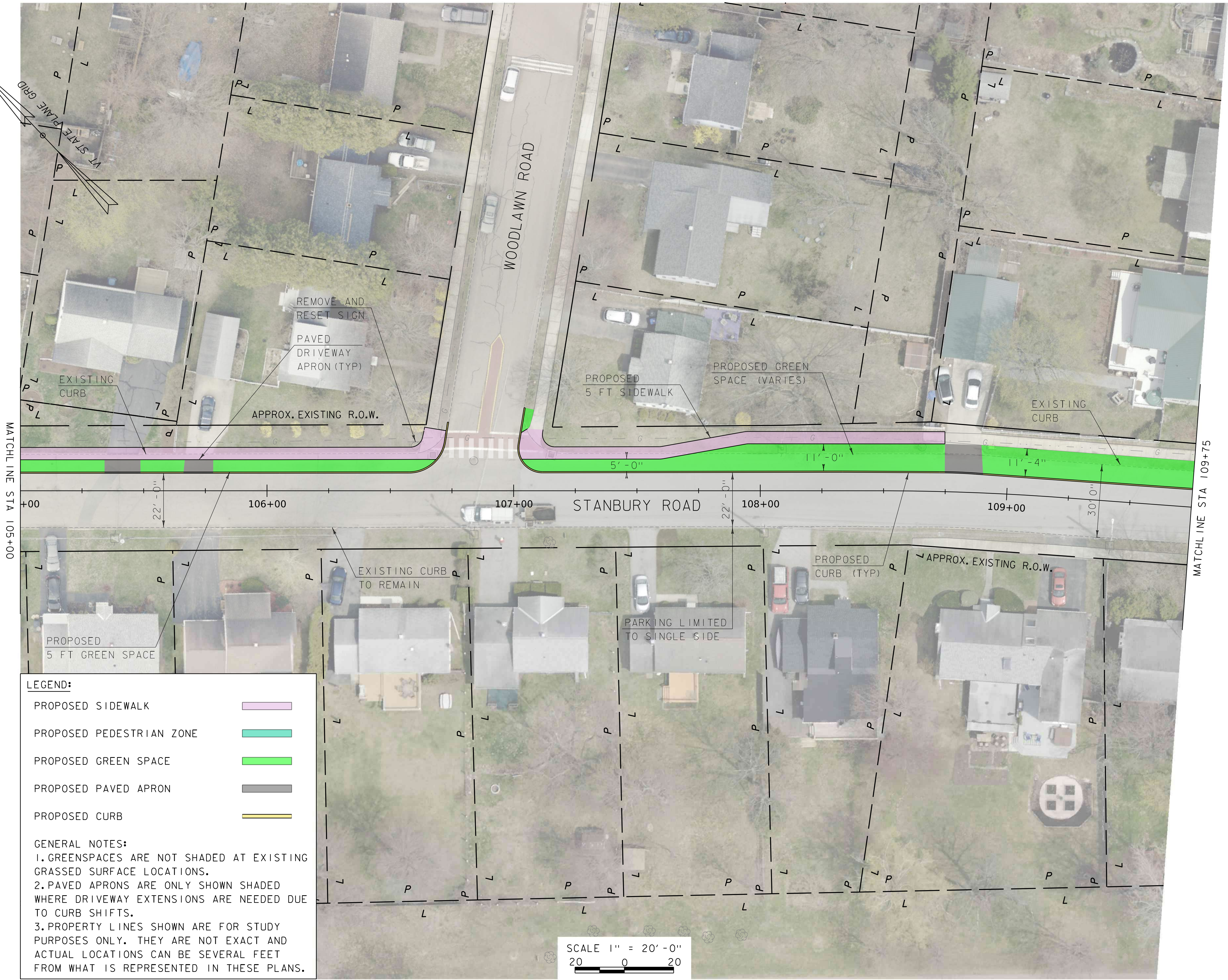
PROJECT NO. 21_120006_09

FIGURE

27

FIGURE 27 OF 29

1/28/2025 9:56:51 AM V:\1_PROJECTS\CCRPC-VT121_120006_09-CCRPC-Burlington-North-End-Sidewalks\2-CADD\0-Plans\2112006.09bdr_lay.dgn



LEGEND:

- PROPOSED SIDEWALK
- PROPOSED PEDESTRIAN ZONE
- PROPOSED GREEN SPACE
- PROPOSED PAVED APRON
- PROPOSED CURB

GENERAL NOTES:

1. GREENSPACES ARE NOT SHADED AT EXISTING GRASSED SURFACE LOCATIONS.
2. PAVED APRONS ARE ONLY SHOWN SHADED WHERE DRIVEWAY EXTENSIONS ARE NEEDED DUE TO CURB SHIFTS.
3. PROPERTY LINES SHOWN ARE FOR STUDY PURPOSES ONLY. THEY ARE NOT EXACT AND ACTUAL LOCATIONS CAN BE SEVERAL FEET FROM WHAT IS REPRESENTED IN THESE PLANS.

NNE SIDEWALK STUDY				
FILENAME	DESIGNER	AMS	DRAWN	CHECKED
21.12006.09bdr.lay	LSB	LSB	JAO	JAO
MODEL NAME	PROJECT	DATE	SCALE	DATE
all4Stanbury(20/3)	125 College Street, 4th Floor • Burlington, VT 05401	802) 860-1331 • www.hoyletanner.com	AS SHOWN	DECEMBER 2024



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NEW NORTH END SIDEWALKS
STANBURY ROAD ALTERNATIVE 4 (SHEET 2 OF 3)

PROJECT NO. 21.120006.09

FIGURE

28

FIGURE 28 OF 29

1/28/2025 9:57:10 AM V:\1_PROJECTS\OCRPC-VT121_120006_09-CORPC-Burlington-North-End-Sidewalks\2-CADD\04-Plans\2112006.09bdr_lay.dgn



NNE SIDEWALK STUDY					
FILENAME	DESIGNER	DATE	PROJECT	CHECKED	DATE
2112006.09bdr.lay	AMS	21/12/2006	09bdr.lay	JAO	21/12/2006
MODEL NAME	DRAWN	LSB	SCALE	AS SHOWN	DATE
all4Stanbury(3of3)	LSB	LSB	SCALE	AS SHOWN	DATE

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CITY OF BURLINGTON
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STANBURY ROAD ALTERNATIVE 4 (SHEET 3 OF 3)

APPENDIX E

Conceptual Construction Cost Estimates



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Chck. By:		Date:	
Chck. By:		Date:	

Burlington New North End Sidewalks
Engineers Estimate of Probable Construction Costs
Hoyle Tanner Project No. 21.120006.09

STANBURY ROAD ALTERNATIVE 2

SECTION A - MAJOR ITEMS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
646.4040	Durable 4 Inch White Line, Polyurea	LF	1550	\$ 3.00	\$ 4,650.00
646.4840	Durable 24 Inch Stop Bar, Polyurea	LF	30	\$ 20.00	\$ 600.00
646.9001	Colored Pavement Markings, Green	SF	11300	\$ 20.00	\$ 226,000.00
675.2000	Traffic Sign, Flat Sheet Aluminum	SF	140	\$ 25.00	\$ 3,500.00
675.3410	Square Tube Sign Post and Anchor	LF	650	\$ 25.00	\$ 16,250.00
676.2000	Delineator with Flexible Post	EACH	310	\$ 300.00	\$ 93,000.00
	MISCELLANEOUS ROADWAY		15% OF ABOVE TOTAL		\$ 51,600.00
	MISCELLANEOUS EPSC				\$ 10,000.00
	SUBTOTAL A				\$ 405,600.00

SECTION B - TRAFFIC CONTROL

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
630.1500	Flaggers	HR	160	\$ 50.00	\$ 8,000.00
641.1100	Traffic Control, All-Inclusive	LS	1	\$ 30,000.00	\$ 30,000.00
	SUBTOTAL B				\$ 443,600.00

SECTION C - MOBILIZATION AND CONTINGENCIES

ROADWAY MOBILIZATION	10%	\$	44,360.00
SUBTOTAL C		\$	487,960.00



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Chck. By:		Date:	

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STANBURY ROAD ALTERNATIVE 2

SECTION D - CONSTRUCTION (CON)

ROUNDED CONSTRUCTION SUBTOTAL:	\$	488,000.00
CONTINGENCY	15% \$	73,200.00
CONSTRUCTION ENGINEERING	5% \$	28,060.00
EOR CONSTRUCTION ADMINISTRATION	3% \$	16,840.00
CON TOTAL FOR PLANNING	\$	606,100.00

SECTION E - RIGHT-OF-WAY (ROW)

TAKES	\$0.00
EASEMENTS	\$2,000.00
ROW TOTAL	\$2,000.00

SECTION F - DESIGN SERVICES

FINAL DESIGN	\$75,000.00
BID PHASE SERVICES	\$6,000.00
PE TOTAL	\$81,000.00

PROJECT TOTAL COST (CON+PE)	\$689,100.00
------------------------------------	---------------------

This Engineers Estimate of Probable Construction Costs is based on the anticipated scope of work, as well as Hoyle Tanner's experience with similar projects and understanding of current industry trends. The estimate has not been based on a final design for this project, and as such, it is intended to be preliminary in nature. It should be noted that changes in material or labor costs in the construction industry could impact the project cost in either direction.



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Burlington New North End Sidewalks
Engineers Estimate of Probable Construction Costs
Hoyle Tanner Project No. 21.120006.09

STANBURY ROAD ALTERNATIVE 3

SECTION A - MAJOR ITEMS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
201.1000	Clearing and Grubbing, Including Individual Trees and Stumps	LS	1	\$ 6,200.00	\$ 6,200.00
203.1500	Common Excavation	CY	170	\$ 25.00	\$ 4,250.00
203.2800	Excavation of Surfaces and Pavements	CY	6	\$ 50.00	\$ 300.00
203.3000	Earth Borrow	CY	110	\$ 25.00	\$ 2,750.00
301.2500	Subbase of Crushed Gravel, Coarse Graded	CY	100	\$ 65.00	\$ 6,500.00
616.2100	Vertical Granite Curb	LF	80	\$ 100.00	\$ 8,000.00
616.4100	Removal of Existing Curb	LF	80	\$ 15.00	\$ 1,200.00
618.1005	Portland Cement Concrete Sidewalk, 5 Inch	SY	450	\$ 200.00	\$ 90,000.00
620.5500	Removal of Existing Fence	LF	80	\$ 10.00	\$ 800.00
629.3600	Relocate Hydrant	EACH	1	\$ 10,000.00	\$ 10,000.00
646.5040	Durable Crosswalk Marking, Polyurea	LF	125	\$ 30.00	\$ 3,750.00
651.1500	Turf Establishment, General Seed	SY	275	\$ 10.00	\$ 2,750.00
651.3500	Topsoil	CY	1	\$ 55.00	\$ 55.00
675.3410	Square Tube Sign Post and Anchor	LF	30	\$ 25.00	\$ 750.00
675.5000	Sign Removal, Flat Sheet Aluminum	EACH	4	\$ 30.00	\$ 120.00
675.6000	Resetting Signs	EACH	4	\$ 50.00	\$ 200.00
681.1010	Remove and Relocate Landscape Items	EACH	2	\$ 4,000.00	\$ 8,000.00
	MISCELLANEOUS ROADWAY		15% OF ABOVE TOTAL		\$ 20,913.75
	MISCELLANEOUS EPSC				\$ 10,000.00
	SUBTOTAL A				\$ 176,538.75

SECTION B - TRAFFIC CONTROL

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
630.1500	Flaggers	HR	160	\$ 50.00	\$ 8,000.00
641.1100	Traffic Control, All-Inclusive	LS	1	\$ 30,000.00	\$ 30,000.00
	SUBTOTAL B				\$ 214,538.75

SECTION C - MOBILIZATION AND CONTINGENCIES

ROADWAY MOBILIZATION	12%	\$ 25,744.65
SUBTOTAL C		\$ 240,283.40



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Burlington New North End Sidewalks
Engineers Estimate of Probable Construction Costs
Hoyle Tanner Project No. 21.120006.09

STANBURY ROAD ALTERNATIVE 3

SECTION D - CONSTRUCTION (CON)

ROUNDED CONSTRUCTION SUBTOTAL:	\$	241,000.00
CONTINGENCY	25% \$	60,250.00
CONSTRUCTION ENGINEERING	10% \$	30,125.00
EOR CONSTRUCTION ADMINISTRATION	3% \$	9,040.00
CON TOTAL FOR PLANNING	\$	340,415.00

SECTION E - RIGHT-OF-WAY (ROW)

TAKES	\$0.00
EASEMENTS	\$25,000.00
ROW TOTAL	\$25,000.00

SECTION F - DESIGN SERVICES

FINAL DESIGN	\$125,000.00
BID PHASE SERVICES	\$6,000.00
PE TOTAL	\$131,000.00

PROJECT TOTAL COST (CON+PE)	\$496,415.00
------------------------------------	---------------------

This Engineers Estimate of Probable Construction Costs is based on the anticipated scope of work, as well as Hoyle Tanner's experience with similar projects and understanding of current industry trends. The estimate has not been based on a final design for this project, and as such, it is intended to be preliminary in nature. It should be noted that changes in material or labor costs in the construction industry could impact the project cost in either direction.



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Chck. By:		Date:	

Burlington New North End Sidewalks
Engineers Estimate of Probable Construction Costs
Hoyle Tanner Project No. 21.120006.09

STANBURY ROAD ALTERNATIVE 4

SECTION A - MAJOR ITEMS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
201.1000	Clearing and Grubbing, Including Individual Trees and Stumps	LS	1	\$ 12,000.00	\$ 12,000.00
203.1500	Common Excavation	CY	510	\$ 25.00	\$ 12,750.00
203.2800	Excavation of Surfaces and Pavements	CY	165	\$ 50.00	\$ 8,250.00
203.3000	Earth Borrow	CY	325	\$ 25.00	\$ 8,125.00
301.2500	Subbase of Crushed Gravel, Coarse Graded	CY	250	\$ 65.00	\$ 16,250.00
406.3400	Bituminous Concrete Pavement, Non-Paver Placed, Type IVS	SY	45	\$ 50.00	\$ 2,250.00
604.1800	Precast Reinforced Concrete DI with Cast Iron Grate	EACH	2	\$ 6,500.00	\$ 13,000.00
616.2100	Vertical Granite Curb	LF	1200	\$ 100.00	\$ 120,000.00
616.4100	Removal of Existing Curb	LF	1120	\$ 15.00	\$ 16,800.00
618.1005	Portland Cement Concrete Sidewalk, 5 Inch	SY	520	\$ 200.00	\$ 104,000.00
620.5500	Removal of Existing Fence	LF	12	\$ 10.00	\$ 120.00
646.5040	Durable Crosswalk Marking, Polyurea	LF	125	\$ 30.00	\$ 3,750.00
651.1500	Turf Establishment, General Seed	SY	1050	\$ 10.00	\$ 10,500.36
651.3500	Topsoil	CY	75	\$ 55.00	\$ 4,125.01
675.3410	Square Tube Sign Post and Anchor	LF	30	\$ 25.00	\$ 750.00
675.5000	Sign Removal, Flat Sheet Aluminum	EACH	4	\$ 30.00	\$ 120.00
675.6000	Resetting Signs	EACH	4	\$ 50.00	\$ 200.00
	MISCELLANEOUS ROADWAY		15% OF ABOVE TOTAL		\$ 49,948.55
	MISCELLANEOUS EPSC				\$ 10,000.00
			SUBTOTAL A		\$ 392,938.92

SECTION B - TRAFFIC CONTROL

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
630.1500	Flaggers	HR	160	\$ 50.00	\$ 8,000.00
641.1100	Traffic Control, All-Inclusive	LS	1	\$ 30,000.00	\$ 30,000.00
			SUBTOTAL B		\$ 430,938.92

SECTION C - MOBILIZATION AND CONTINGENCIES

ROADWAY MOBILIZATION	12%	\$ 51,712.67
	SUBTOTAL C	\$ 482,651.59



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Chck. By:		Date:	

Burlington New North End Sidewalks
Engineers Estimate of Probable Construction Costs
Hoyle Tanner Project No. 21.120006.09

STANBURY ROAD ALTERNATIVE 4

SECTION D - CONSTRUCTION (CON)

ROUNDED CONSTRUCTION SUBTOTAL:	\$	483,000.00
CONTINGENCY	25% \$	120,750.00
CONSTRUCTION ENGINEERING	10% \$	60,375.00
EOR CONSTRUCTION ADMINISTRATION	3% \$	18,120.00
CON TOTAL FOR PLANNING	\$	682,245.00

SECTION E - RIGHT-OF-WAY (ROW)

TAKES	\$0.00
EASEMENTS	\$2,000.00
ROW TOTAL	\$2,000.00

SECTION F - DESIGN SERVICES

FINAL DESIGN	\$170,000.00
BID PHASE SERVICES	\$6,000.00
PE TOTAL	\$176,000.00

PROJECT TOTAL COST (CON+PE)	\$860,245.00
------------------------------------	---------------------

This Engineers Estimate of Probable Construction Costs is based on the anticipated scope of work, as well as Hoyle Tanner's experience with similar projects and understanding of current industry trends. The estimate has not been based on a final design for this project, and as such, it is intended to be preliminary in nature. It should be noted that changes in material or labor costs in the construction industry could impact the project cost in either direction.



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Chck. By:		Date:	
Chck. By:		Date:	

Burlington New North End Sidewalks
Engineers Estimate of Probable Construction Costs
Hoyle Tanner Project No. 21.120006.09

COTTAGE GROVE ALTERNATIVE 2

SECTION A - MAJOR ITEMS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
201.1000	Clearing and Grubbing, Including Individual Trees and Stumps	LS	1	\$ 22,000.00	\$ 22,000.00
201.1500	Removing Medium Trees	EACH	5	\$ 1,000.00	\$ 5,000.00
203.1500	Common Excavation	CY	500	\$ 25.00	\$ 12,500.00
203.2800	Excavation of Surfaces and Pavements	CY	70	\$ 50.00	\$ 3,500.00
203.3000	Earth Borrow	CY	325	\$ 25.00	\$ 8,125.00
301.2500	Subbase of Crushed Gravel, Coarse Graded	CY	310	\$ 65.00	\$ 20,150.00
406.3400	Bituminous Concrete Pavement, Non-Paver Placed, Type IVS	SY	15	\$ 50.00	\$ 750.00
616.2100	Vertical Granite Curb	LF	906	\$ 100.00	\$ 90,600.00
616.4100	Removal of Existing Curb	LF	800	\$ 15.00	\$ 12,000.00
618.1005	Portland Cement Concrete Sidewalk, 5 Inch	SY	1200	\$ 200.00	\$ 240,000.00
620.5500	Removal of Existing Fence	LF	150	\$ 10.00	\$ 1,500.00
646.4840	Durable 24 Inch Stop Bar, Polyurea	LF	45	\$ 20.00	\$ 900.00
646.4940	Durable Letter or Symbol, Polyurea	EACH	20	\$ 200.00	\$ 4,000.00
646.5040	Durable Crosswalk Marking, Polyurea	LF	65	\$ 30.00	\$ 1,950.00
651.1500	Turf Establishment, General Seed	SY	820	\$ 10.00	\$ 8,200.00
651.3500	Topsoil	CY	13	\$ 55.00	\$ 715.00
675.2000	Traffic Sign, Flat Sheet Aluminum	SF	13	\$ 25.00	\$ 325.00
675.3410	Square Tube Sign Post and Anchor	LF	30	\$ 25.00	\$ 750.00
675.5000	Sign Removal, Flat Sheet Aluminum	EACH	2	\$ 30.00	\$ 60.00
675.6000	Resetting Signs	EACH	2	\$ 50.00	\$ 100.00
	MISCELLANEOUS ROADWAY		15% OF ABOVE TOTAL		\$ 64,968.75
	MISCELLANEOUS EPSC				\$ 10,000.00
	SUBTOTAL A				\$ 508,093.75

SECTION B - TRAFFIC CONTROL

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
630.1500	Flaggers	HR	160	\$ 50.00	\$ 8,000.00
641.1100	Traffic Control, All-Inclusive	LS	1	\$ 30,000.00	\$ 30,000.00
	SUBTOTAL B				\$ 546,093.75

SECTION C - MOBILIZATION AND CONTINGENCIES

ROADWAY MOBILIZATION	12%	\$ 65,531.25
SUBTOTAL C		\$ 611,625.00



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Burlington New North End Sidewalks
Engineers Estimate of Probable Construction Costs
Hoyle Tanner Project No. 21.120006.09

COTTAGE GROVE ALTERNATIVE 2

SECTION D - CONSTRUCTION (CON)

ROUNDED CONSTRUCTION SUBTOTAL:	\$	612,000.00
CONTINGENCY	25% \$	153,000.00
CONSTRUCTION ENGINEERING	10% \$	76,500.00
EOR CONSTRUCTION ADMINISTRATION	3% \$	22,950.00
CON TOTAL FOR PLANNING	\$	864,450.00

SECTION E - RIGHT-OF-WAY (ROW)

TAKES	\$0.00
EASEMENTS	\$25,000.00
ROW TOTAL	\$25,000.00

SECTION F - DESIGN SERVICES

FINAL DESIGN	\$175,000.00
BID PHASE SERVICES	\$6,000.00
PE TOTAL	\$181,000.00

PROJECT TOTAL COST (CON+PE)	\$1,070,450.00
------------------------------------	-----------------------

This Engineers Estimate of Probable Construction Costs is based on the anticipated scope of work, as well as Hoyle Tanner's experience with similar projects and understanding of current industry trends. The estimate has not been based on a final design for this project, and as such, it is intended to be preliminary in nature. It should be noted that changes in material or labor costs in the construction industry could impact the project cost in either direction.



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Chck. By:		Date:	
Chck. By:		Date:	

Burlington New North End Sidewalks
Engineers Estimate of Probable Construction Costs
Hoyle Tanner Project No. 21.120006.09

COTTAGE GROVE ALTERNATIVE 3

SECTION A - MAJOR ITEMS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
201.1000	Clearing and Grubbing, Including Individual Trees and Stumps	LS	1	\$ 22,000.00	\$ 22,000.00
201.1500	Removing Medium Trees	EACH	3	\$ 1,000.00	\$ 3,000.00
203.1500	Common Excavation	CY	800	\$ 25.00	\$ 20,000.00
203.2800	Excavation of Surfaces and Pavements	CY	210	\$ 50.00	\$ 10,500.00
203.3000	Earth Borrow	CY	525	\$ 25.00	\$ 13,125.00
301.2500	Subbase of Crushed Gravel, Coarse Graded	CY	475	\$ 65.00	\$ 30,875.00
406.3400	Bituminous Concrete Pavement, Non-Paver Placed, Type IVS	SY	55	\$ 50.00	\$ 2,750.00
604.1800	Precast Reinforced Concrete DI with Cast Iron Grate	EACH	1	\$ 6,500.00	\$ 6,500.00
616.2100	Vertical Granite Curb	LF	2300	\$ 100.00	\$ 230,000.00
616.4100	Removal of Existing Curb	LF	2200	\$ 15.00	\$ 33,000.00
618.1005	Portland Cement Concrete Sidewalk, 5 Inch	SY	1300	\$ 200.00	\$ 260,000.00
620.5500	Removal of Existing Fence	LF	110	\$ 10.00	\$ 1,100.00
646.4840	Durable 24 Inch Stop Bar, Polyurea	LF	45	\$ 20.00	\$ 900.00
646.5040	Durable Crosswalk Marking, Polyurea	LF	65	\$ 30.00	\$ 1,950.00
651.1500	Turf Establishment, General Seed	SY	1300	\$ 2.00	\$ 2,600.00
651.3500	Topsoil	CY	70	\$ 55.00	\$ 3,850.00
675.2000	Traffic Sign, Flat Sheet Aluminum	SF	13	\$ 25.00	\$ 325.00
675.3410	Square Tube Sign Post and Anchor	LF	30	\$ 25.00	\$ 750.00
675.5000	Sign Removal, Flat Sheet Aluminum	EACH	2	\$ 30.00	\$ 60.00
675.6000	Resetting Signs	EACH	2	\$ 50.00	\$ 100.00
	MISCELLANEOUS ROADWAY		15% OF ABOVE TOTAL		\$ 96,507.75
	MISCELLANEOUS EPSC				\$ 10,000.00
	SUBTOTAL A				\$ 749,892.75

SECTION B - TRAFFIC CONTROL

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
630.1500	Flaggers	HR	160	\$ 50.00	\$ 8,000.00
641.1100	Traffic Control, All-Inclusive	LS	1	\$ 30,000.00	\$ 30,000.00
	SUBTOTAL B				\$ 787,892.75

SECTION C - MOBILIZATION AND CONTINGENCIES

ROADWAY MOBILIZATION	12%	\$ 94,547.13
SUBTOTAL C		\$ 882,439.88



125 College Street
4th Floor
Burlington, VT 05401
(802) 860-1331

Calc. By:	LSB	Date:	10/24/2024
Chck. By:	JAO	Date:	12/12/2024
Chck. By:		Date:	
Chck. By:		Date:	

Burlington New North End Sidewalks
Engineers Estimate of Probable Construction Costs
Hoyle Tanner Project No. 21.120006.09

COTTAGE GROVE ALTERNATIVE 3

SECTION D - CONSTRUCTION (CON)

ROUNDED CONSTRUCTION SUBTOTAL:	\$	883,000.00
CONTINGENCY	25% \$	220,750.00
CONSTRUCTION ENGINEERING	10% \$	110,375.00
EOR CONSTRUCTION ADMINISTRATION	3% \$	33,120.00
CON TOTAL FOR PLANNING	\$	1,247,245.00

SECTION E - RIGHT-OF-WAY (ROW)

TAKES	\$0.00
EASEMENTS	\$25,000.00
ROW TOTAL	\$25,000.00

SECTION F - DESIGN SERVICES

FINAL DESIGN	\$200,000.00
BID PHASE SERVICES	\$6,000.00
PE TOTAL	\$206,000.00

PROJECT TOTAL COST (CON+PE)	\$1,478,245.00
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This Engineers Estimate of Probable Construction Costs is based on the anticipated scope of work, as well as Hoyle Tanner's experience with similar projects and understanding of current industry trends. The estimate has not been based on a final design for this project, and as such, it is intended to be preliminary in nature. It should be noted that changes in material or labor costs in the construction industry could impact the project cost in either direction.



125 College Street
4th Floor
Burlington, VT 05401
(802) 860-1331

Calc. By:	LSB	Date:	12/5/2024
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Chck. By:		Date:	
Chck. By:		Date:	

Burlington New North End Sidewalks
Engineers Estimate of Probable Construction Costs
Hoyle Tanner Project No. 21.120006.09

GREEN ACRES DRIVE ALTERNATIVE 2

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
646.4040	Durable 4 Inch White Line, Polyurea	LF	1900	\$ 3.00	\$ 5,700.00
646.4840	Durable 24 Inch Stop Bar, Polyurea	LF	30	\$ 20.00	\$ 600.00
646.9000	Colored Pavement Markings	SF	13200	\$ 20.00	\$ 264,000.00
675.2000	Traffic Sign, Flat Sheet Aluminum	SF	162	\$ 25.00	\$ 4,050.00
675.3410	Square Tube Sign Post and Anchor	LF	620	\$ 25.00	\$ 15,500.00
676.2000	Delineator with Flexible Post	EACH	310	\$ 300.00	\$ 93,000.00
	MISCELLANEOUS ROADWAY		15% OF ABOVE TOTAL		\$ 43,477.50
	MISCELLANEOUS EPSC				\$ 10,000.00
			SUBTOTAL A		\$ 436,327.50

SECTION B - TRAFFIC CONTROL

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
630.1500	Flaggers	HR	160	\$ 50.00	\$ 8,000.00
641.1100	Traffic Control, All-Inclusive	LS	1	\$ 30,000.00	\$ 30,000.00
			SUBTOTAL B		\$ 474,327.50

SECTION C - MOBILIZATION AND CONTINGENCIES

ROADWAY MOBILIZATION	10%	\$	47,432.75
	SUBTOTAL C	\$	521,760.25



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Calc. By:	LSB	Date:	12/5/2024
Chck. By:	JAO	Date:	12/12/2024
Chck. By:		Date:	
Chck. By:		Date:	

Burlington New North End Sidewalks
Engineers Estimate of Probable Construction Costs
Hoyle Tanner Project No. 21.120006.09

GREEN ACRES DRIVE ALTERNATIVE 2

SECTION D - CONSTRUCTION (CON)

ROUNDED CONSTRUCTION SUBTOTAL:	\$	522,000.00
CONTINGENCY	15% \$	78,300.00
CONSTRUCTION ENGINEERING	5% \$	30,015.00
EOR CONSTRUCTION ADMINISTRATION	3% \$	18,010.00
CON TOTAL FOR PLANNING	\$	648,325.00

SECTION E - RIGHT-OF-WAY (ROW)

TAKES	\$0.00
EASEMENTS	\$2,000.00
ROW TOTAL	\$2,000.00

SECTION F - DESIGN SERVICES

FINAL DESIGN	\$97,250.00
BID PHASE SERVICES	\$6,000.00
PE TOTAL	\$103,250.00

PROJECT TOTAL COST (CON+PE)	\$753,575.00
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125 College Street
4th Floor
Burlington, VT 05401
(802) 860-1331

Calc. By:	AMS	Date:	4/2/2025
Chck. By:	TAS	Date:	4/4/2025
Chck. By:		Date:	
Chck. By:		Date:	

Burlington New North End Sidewalks
Engineers Estimate of Probable Construction Costs
Hoyle Tanner Project No. 21.120006.09

GREEN ACRES DRIVE ALTERNATIVE 2 - SEASONAL ZONE (NO PAINT)

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
675.2000	Traffic Sign, Flat Sheet Aluminum	SF	162	\$ 25.00	\$ 4,050.00
675.3410	Square Tube Sign Post and Anchor	LF	620	\$ 25.00	\$ 15,500.00
676.2000	Delineator with Flexible Post	EACH	310	\$ 300.00	\$ 93,000.00
	MISCELLANEOUS ROADWAY		15% OF ABOVE TOTAL		\$ 2,932.50
	MISCELLANEOUS EPSC				\$ 10,000.00
			SUBTOTAL A		\$ 125,482.50

SECTION B - TRAFFIC CONTROL

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
630.1500	Flaggers	HR	40	\$ 50.00	\$ 2,000.00
641.1100	Traffic Control, All-Inclusive	LS	1	\$ 10,000.00	\$ 10,000.00
			SUBTOTAL B		\$ 137,482.50

SECTION C - MOBILIZATION AND CONTINGENCIES

ROADWAY MOBILIZATION	10%	\$	13,748.25
	SUBTOTAL C	\$	151,230.75

SECTION D - CONSTRUCTION (CON)

ROUNDED CONSTRUCTION SUBTOTAL:	\$	152,000.00
CONTINGENCY	15%	\$ 22,800.00
CONSTRUCTION ENGINEERING	5%	\$ 8,740.00
EOR CONSTRUCTION ADMINISTRATION	3%	\$ 5,250.00
CON TOTAL FOR PLANNING		\$ 188,790.00

SECTION E - RIGHT-OF-WAY (ROW)

TAKES	\$0.00
EASEMENTS	\$2,000.00
ROW TOTAL	\$2,000.00



125 College Street
4th Floor
Burlington, VT 05401
(802) 860-1331

Calc. By:	AMS	Date:	4/2/2025
Chck. By:	TAS	Date:	4/4/2025
Chck. By:		Date:	
Chck. By:		Date:	

Burlington New North End Sidewalks
Engineers Estimate of Probable Construction Costs
Hoyle Tanner Project No. 21.120006.09

GREEN ACRES DRIVE ALTERNATIVE 2 - SEASONAL ZONE (NO PAINT)

SECTION F - DESIGN SERVICES

FINAL DESIGN	\$50,000.00
BID PHASE SERVICES	\$6,000.00
PE TOTAL	\$56,000.00

PROJECT TOTAL COST (CON+PE)	\$246,790.00
------------------------------------	---------------------

This Engineers Estimate of Probable Construction Costs is based on the anticipated scope of work, as well as Hoyle Tanner's experience with similar projects and understanding of current industry trends. The estimate has not been based on a final design for this project, and as such, it is intended to be preliminary in nature. It should be noted that changes in material or labor costs in the construction industry could impact the project cost in either direction.



125 College Street
4th Floor
Burlington, VT 05401
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Calc. By:	LSB	Date:	11/26/2024
Chck. By:	JAO	Date:	12/12/2024
Chck. By:		Date:	
Chck. By:		Date:	

Burlington New North End Sidewalks
Engineers Estimate of Probable Construction Costs
Hoyle Tanner Project No. 21.120006.09

GREEN ACRES DRIVE ALTERNATIVE 3

SECTION A - MAJOR ITEMS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
201.1000	Clearing and Grubbing, Including Individual Trees and Stumps	LS	1	\$ 20,000.00	\$ 20,000.00
201.1500	Removing Medium Trees	EACH	2	\$ 1,000.00	\$ 2,000.00
203.1500	Common Excavation	CY	800	\$ 25.00	\$ 20,000.00
203.2800	Excavation of Surfaces and Pavements	CY	35	\$ 50.00	\$ 1,750.00
203.3000	Earth Borrow	CY	500	\$ 25.00	\$ 12,500.00
301.2500	Subbase of Crushed Gravel, Coarse Graded	CY	460	\$ 65.00	\$ 29,900.00
616.2100	Vertical Granite Curb	LF	290	\$ 100.00	\$ 29,000.00
616.4100	Removal of Existing Curb	LF	275	\$ 15.00	\$ 4,125.00
618.1005	Portland Cement Concrete Sidewalk, 5 Inch	SY	2150	\$ 200.00	\$ 430,000.00
620.5500	Removal of Existing Fence	LF	137	\$ 10.00	\$ 1,370.00
629.3600	Relocate Hydrant	EACH	1	\$ 10,000.00	\$ 10,000.00
646.4840	Durable 24 Inch Stop Bar, Polyurea	LF	15	\$ 20.00	\$ 300.00
646.5040	Durable Crosswalk Marking, Polyurea	LF	34	\$ 30.00	\$ 1,020.00
651.1500	Turf Establishment, General Seed	SY	1250	\$ 10.00	\$ 12,499.52
651.3500	Topsoil	CY	6	\$ 55.00	\$ 330.00
675.2000	Traffic Sign, Flat Sheet Aluminum	SF	7	\$ 25.00	\$ 175.00
675.3410	Square Tube Sign Post and Anchor	LF	15	\$ 25.00	\$ 375.00
675.5000	Sign Removal, Flat Sheet Aluminum	EACH	2	\$ 30.00	\$ 60.00
675.6000	Resetting Signs	EACH	2	\$ 50.00	\$ 100.00
681.1010	Remove and Relocate Landscape Items	EACH	8	\$ 4,000.00	\$ 32,000.00
	MISCELLANEOUS ROADWAY		15% OF ABOVE TOTAL		\$ 91,125.68
	MISCELLANEOUS EPSC				\$ 10,000.00
	SUBTOTAL A				\$ 708,630.20

SECTION B - TRAFFIC CONTROL

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
630.1500	Flaggers	HR	160	\$ 50.00	\$ 8,000.00
641.1100	Traffic Control, All-Inclusive	LS	1	\$ 30,000.00	\$ 30,000.00
	SUBTOTAL B				\$ 746,630.20



125 College Street
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Calc. By:	LSB	Date:	11/26/2024
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Chck. By:		Date:	
Chck. By:		Date:	

Burlington New North End Sidewalks
Engineers Estimate of Probable Construction Costs
Hoyle Tanner Project No. 21.120006.09

GREEN ACRES DRIVE ALTERNATIVE 3

SECTION C - MOBILIZATION AND CONTINGENCIES

ROADWAY MOBILIZATION	12%	\$	89,595.62
SUBTOTAL C		\$	836,225.82

SECTION D - CONSTRUCTION (CON)

ROUNDED CONSTRUCTION SUBTOTAL:	\$	837,000.00
CONTINGENCY	25% \$	209,250.00
CONSTRUCTION ENGINEERING	10% \$	104,625.00
EOR CONSTRUCTION ADMINISTRATION	3% \$	31,390.00
CON TOTAL FOR PLANNING	\$	1,182,265.00

SECTION E - RIGHT-OF-WAY (ROW)

TAKES	\$0.00
EASEMENTS	\$50,000.00
ROW TOTAL	\$50,000.00

SECTION F - DESIGN SERVICES

FINAL DESIGN	\$250,000.00
BID PHASE SERVICES	\$6,000.00
PE TOTAL	\$256,000.00

PROJECT TOTAL COST (CON+PE)	\$1,488,265.00
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This Engineers Estimate of Probable Construction Costs is based on the anticipated scope of work, as well as Hoyle Tanner's experience with similar projects and understanding of current industry trends. The estimate has not been based on a final design for this project, and as such, it is intended to be preliminary in nature. It should be noted that changes in material or labor costs in the construction industry could impact the project cost in either direction.



125 College Street
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Burlington, VT 05401
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Calc. By:	LSB	Date:	10/24/2024
Chck. By:	JAO	Date:	12/12/2024
Chck. By:		Date:	
Chck. By:		Date:	

Burlington New North End Sidewalks
Engineers Estimate of Probable Construction Costs
Hoyle Tanner Project No. 21.120006.09

GREEN ACRES DRIVE ALTERNATIVE 4

SECTION A - MAJOR ITEMS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
201.1000	Clearing and Grubbing, Including Individual Trees and Stumps	LS	1	\$ 20,000.00	\$ 20,000.00
201.1500	Removing Medium Trees	EACH	0	\$ 1,000.00	\$ -
203.1500	Common Excavation	CY	775	\$ 25.00	\$ 19,375.00
203.2800	Excavation of Surfaces and Pavements	CY	240	\$ 50.00	\$ 12,000.00
203.3000	Earth Borrow	CY	500	\$ 25.00	\$ 12,500.00
301.2500	Subbase of Crushed Gravel, Coarse Graded	CY	425	\$ 65.00	\$ 27,625.00
406.3400	Bituminous Concrete Pavement, Non-Paver Placed, Type IVS	SY	140	\$ 50.00	\$ 7,000.00
604.1800	Precast Reinforced Concrete DI with Cast Iron Grate	EACH	0	\$ 6,500.00	\$ -
616.2100	Vertical Granite Curb	LF	1950	\$ 100.00	\$ 195,000.00
616.4100	Removal of Existing Curb	LF	1925	\$ 15.00	\$ 28,875.00
618.1005	Portland Cement Concrete Sidewalk, 5 Inch	SY	1050	\$ 200.00	\$ 210,000.00
620.5500	Removal of Existing Fence	LF	78	\$ 10.00	\$ 780.00
629.3600	Relocate Hydrant	EACH	2	\$ 10,000.00	\$ 20,000.00
646.4040	Durable 4 Inch White Line, Polyurea	LF	0	\$ 3.00	\$ -
646.4840	Durable 24 Inch Stop Bar, Polyurea	LF	15	\$ 20.00	\$ 300.00
646.4940	Durable Letter or Symbol, Polyurea	EACH	0	\$ 200.00	\$ -
646.5040	Durable Crosswalk Marking, Polyurea	LF	34	\$ 30.00	\$ 1,020.00
651.1500	Turf Establishment, General Seed	SY	1430	\$ 10.00	\$ 14,299.99
651.3500	Topsoil	CY	90	\$ 55.00	\$ 4,950.00
675.2000	Traffic Sign, Flat Sheet Aluminum	SF	7	\$ 25.00	\$ 175.00
675.3410	Square Tube Sign Post and Anchor	LF	15	\$ 25.00	\$ 375.00
675.5000	Sign Removal, Flat Sheet Aluminum	EACH	2	\$ 30.00	\$ 60.00
675.6000	Resetting Signs	EACH	2	\$ 50.00	\$ 100.00
681.1010	Remove and Relocate Landscape Items	EACH	4	\$ 4,000.00	\$ 16,000.00
	MISCELLANEOUS ROADWAY		15% OF ABOVE TOTAL		\$ 88,565.25
	MISCELLANEOUS EPSC				\$ 10,000.00
	SUBTOTAL A				\$ 689,000.24

SECTION B - TRAFFIC CONTROL

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
630.1500	Flaggers	HR	160	\$ 50.00	\$ 8,000.00
641.1100	Traffic Control, All-Inclusive	LS	1	\$ 30,000.00	\$ 30,000.00
	SUBTOTAL B				\$ 727,000.24



125 College Street
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(802) 860-1331

Calc. By:	LSB	Date:	10/24/2024
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Chck. By:		Date:	
Chck. By:		Date:	

Burlington New North End Sidewalks
Engineers Estimate of Probable Construction Costs
Hoyle Tanner Project No. 21.120006.09

GREEN ACRES DRIVE ALTERNATIVE 4

SECTION C - MOBILIZATION AND CONTINGENCIES

ROADWAY MOBILIZATION	12%	\$	87,240.03
SUBTOTAL C		\$	814,240.26

SECTION D - CONSTRUCTION (CON)

ROUNDED CONSTRUCTION SUBTOTAL:	\$	815,000.00
CONTINGENCY	25% \$	203,750.00
CONSTRUCTION ENGINEERING	10% \$	101,875.00
EOR CONSTRUCTION ADMINISTRATION	3% \$	30,570.00
CON TOTAL FOR PLANNING	\$	1,151,195.00

SECTION E - RIGHT-OF-WAY (ROW)

TAKES	\$0.00
EASEMENTS	\$2,000.00
ROW TOTAL	\$2,000.00

SECTION F - DESIGN SERVICES

FINAL DESIGN	\$175,000.00
BID PHASE SERVICES	\$6,000.00
PE TOTAL	\$181,000.00

PROJECT TOTAL COST (CON+PE)	\$1,334,195.00
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This Engineers Estimate of Probable Construction Costs is based on the anticipated scope of work, as well as Hoyle Tanner's experience with similar projects and understanding of current industry trends. The estimate has not been based on a final design for this project, and as such, it is intended to be preliminary in nature. It should be noted that changes in material or labor costs in the construction industry could impact the project cost in either direction.

APPENDIX F

Natural and Cultural Resources:
Endangered Species Letter
Map of Hazardous Sites
Natural Resources Atlas
Farmland Classification Map
Wetland Map



LEGEND

Uncommon Species and other

- Plant
- Animal
- Natural Community

Rare Threatened and Endange

- RTE Animal
- RTE Plant

Significant Natural Communities

Indiana Bat Summer Range

- Observed
- Potential

Parcels (standardized)

Roads

- Interstate
- US Highway; 1
- State Highway
- Town Highway (Class 1)
- Town Highway (Class 2,3)
- Town Highway (Class 4)
- State Forest Trail
- National Forest Trail
- Legal Trail
- Private Road/Driveway
- Proposed Roads

Town Boundary

1: 12,937

November 22, 2024



NOTES

Map created using ANR's Natural Resources Atlas

657.0 0 328.00 657.0 Meters

WGS_1984_Web_Mercator_Auxiliary_Sphere

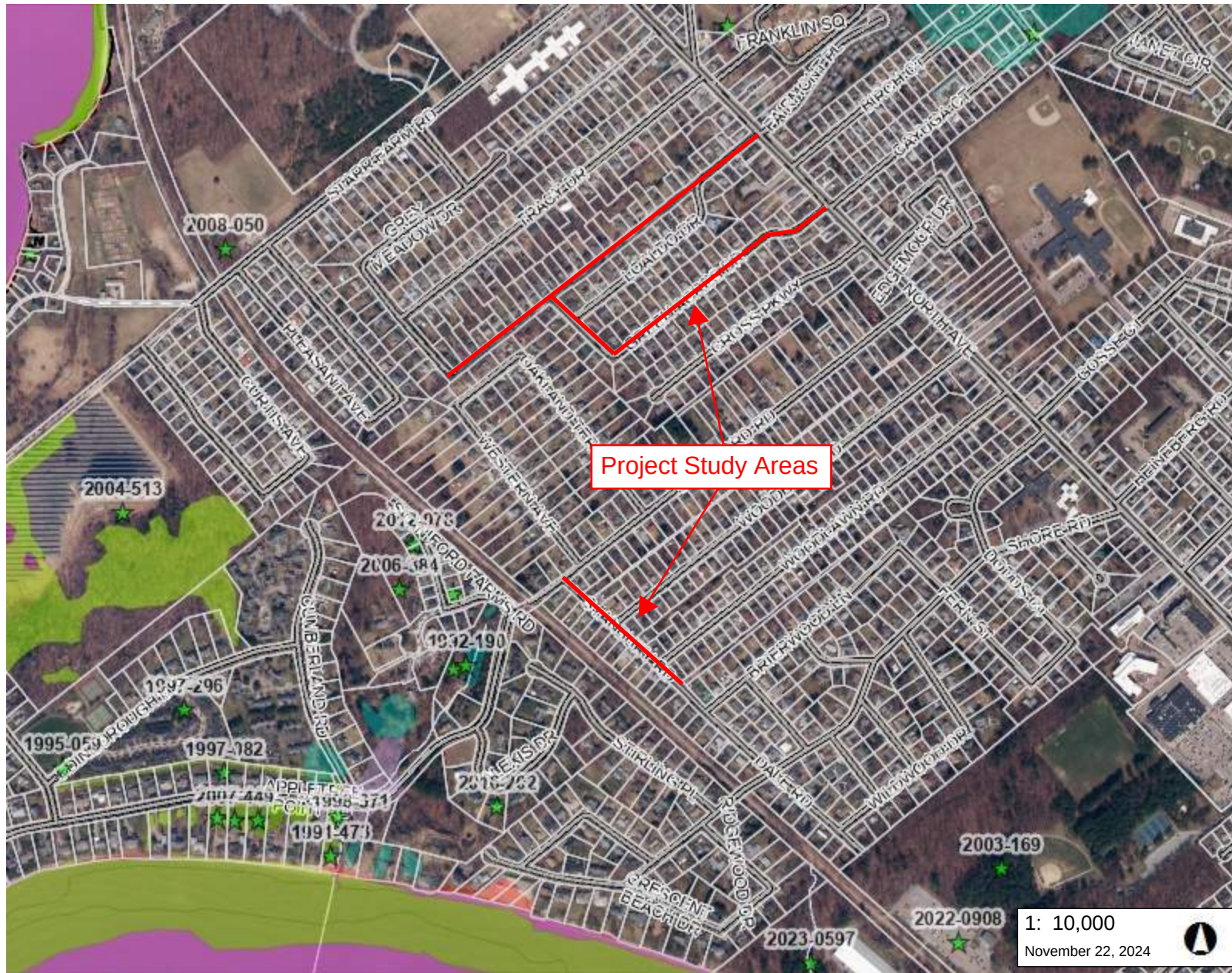
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1" = 1078 Ft.

1cm = 129 Meters

THIS MAP IS NOT TO BE USED FOR NAVIGATION

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.



LEGEND

- Wetland
- Wetland Projects
- Wetlands - VSWI**
 - Class 1 Wetland
 - Class 2 Wetland
 - Buffer
- Wetlands - VSWI Advisory Lay
- Vermont Vernal Pool Atlas**
 - Confirmed
 - Potential
 - Probable
- VT List of Priority Rivers and S**
 - Part B (impaired TMDL not require)
 - Part C (stressed needs more asses)
 - Part D (impaired with approved TMI)
 - Part E (altered exotic species)
 - Part F (altered flow regulation)
 - Part G (channel alteration)
- VT List of Priority Lakes and P**
 - Part B (impaired TMDL not require)
 - Part C (stressed needs more asses)
 - Part D (impaired with approved TMI)
 - Part E (altered exotic species)
 - Part F (altered flow regulation)
- DFIRM Floodways
- Special Flood Hazard Areas (A Counties)**
 - AE (1-percent annual chance flood)
 - A (1-percent annual chance floodpl)

1: 10,000

November 22, 2024



508.0 0 254.00 508.0 Meters

WGS_1984_Web_Mercator_Auxiliary_Sphere

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1" = 833 Ft.

1cm = 100 Meters

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IMPORTANT! The Wetlands Viewer is designed to help the public research wetland locations and features. Only a qualified wetland scientist may determine the absence or presence of a wetland and the boundaries. Not all wetlands are mapped. Wetlands not mapped on the Vermont Significant Wetland Inventory may still be considered significant.



United States Department of the Interior

FISH AND WILDLIFE SERVICE
New England Ecological Services Field Office
70 Commercial Street, Suite 300
Concord, NH 03301-5094
Phone: (603) 223-2541 Fax: (603) 223-0104



In Reply Refer To:

11/22/2024 12:28:35 UTC

Project Code: 2025-0023185

Project Name: Burlington New North End Sidewalk Scoping Study

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

Updated 4/12/2023 - Please review this letter each time you request an Official Species List, we will continue to update it with additional information and links to websites may change.

About Official Species Lists

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Federal and non-Federal project proponents have responsibilities under the Act to consider effects on listed species.

The enclosed species list identifies threatened, endangered, proposed, and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested by returning to an existing project's page in IPaC.

Endangered Species Act Project Review

Please visit the “**New England Field Office Endangered Species Project Review and Consultation**” website for step-by-step instructions on how to consider effects on listed

species and prepare and submit a project review package if necessary:

<https://www.fws.gov/office/new-england-ecological-services/endangered-species-project-review>

NOTE Please do not use the **Consultation Package Builder** tool in IPaC except in specific situations following coordination with our office. Please follow the project review guidance on our website instead and reference your **Project Code** in all correspondence.

Northern Long-eared Bat - (Updated 4/12/2023) The Service published a final rule to reclassify the northern long-eared bat (NLEB) as endangered on November 30, 2022. The final rule went into effect on March 31, 2023. You may utilize the **Northern Long-eared Bat Rangewide Determination Key** available in IPaC. More information about this Determination Key and the Interim Consultation Framework are available on the northern long-eared bat species page:

<https://www.fws.gov/species/northern-long-eared-bat-myotis-septentrionalis>

For projects that previously utilized the 4(d) Determination Key, the change in the species' status may trigger the need to re-initiate consultation for any actions that are not completed and for which the Federal action agency retains discretion once the new listing determination becomes effective. If your project was not completed by March 31, 2023, and may result in incidental take of NLEB, please reach out to our office at newengland@fws.gov to see if reinitiation is necessary.

Additional Info About Section 7 of the Act

Under section 7(a)(2) of the Act and its implementing regulations (50 CFR 402 et seq.), Federal agencies are required to determine whether projects may affect threatened and endangered species and/or designated critical habitat. If a Federal agency, or its non-Federal representative, determines that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Federal agency also may need to consider proposed species and proposed critical habitat in the consultation. 50 CFR 402.14(c)(1) specifies the information required for consultation under the Act regardless of the format of the evaluation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<https://www.fws.gov/service/section-7-consultations>

In addition to consultation requirements under Section 7(a)(2) of the ESA, please note that under sections 7(a)(1) of the Act and its implementing regulations (50 CFR 402 et seq.), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species. Please contact NEFO if you would like more information.

Candidate species that appear on the enclosed species list have no current protections under the ESA. The species' occurrence on an official species list does not convey a requirement to

consider impacts to this species as you would a proposed, threatened, or endangered species. The ESA does not provide for interagency consultations on candidate species under section 7, however, the Service recommends that all project proponents incorporate measures into projects to benefit candidate species and their habitats wherever possible.

Migratory Birds

In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts see:

<https://www.fws.gov/program/migratory-bird-permit>

<https://www.fws.gov/library/collections/bald-and-golden-eagle-management>

Please feel free to contact us at **newengland@fws.gov** with your **Project Code** in the subject line if you need more information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat.

Attachment(s): Official Species List

Attachment(s):

- Official Species List

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

New England Ecological Services Field Office

70 Commercial Street, Suite 300

Concord, NH 03301-5094

(603) 223-2541

PROJECT SUMMARY

Project Code: 2025-0023185

Project Name: Burlington New North End Sidewalk Scoping Study

Project Type: Residential Construction

Project Description: The project is to assess the possibility of a sidewalk on one or both sides of the street within the study areas.

Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@44.5108754,-73.25764979319464,14z>



Counties: Chittenden County, Vermont

ENDANGERED SPECIES ACT SPECIES

There is a total of 1 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

INSECTS

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9743	Candidate

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

IPAC USER CONTACT INFORMATION

Agency: Private Entity
Name: Melinda Squillace
Address: 125 College Street, 4th Floor
City: Burlington
State: VT
Zip: 05401
Email: msquillace@hoyletanner.com
Phone: 8023386180

Farmland Classification—Chittenden County, Vermont
(Burlington New North End Sidewalk Study)



Farmland Classification—Chittenden County, Vermont
(Burlington New North End Sidewalk Study)

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season

-  Prime farmland if subsoiled, completely removing the root inhibiting soil layer
-  Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
-  Prime farmland if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance
-  Farmland of statewide importance, if drained
-  Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if irrigated

-  Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if irrigated and drained
-  Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer
-  Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60

-  Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium
-  Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season
-  Farmland of statewide importance, if warm enough
-  Farmland of statewide importance, if thawed
-  Farmland of local importance
-  Farmland of local importance, if irrigated

-  Farmland of unique importance
-  Not rated or not available

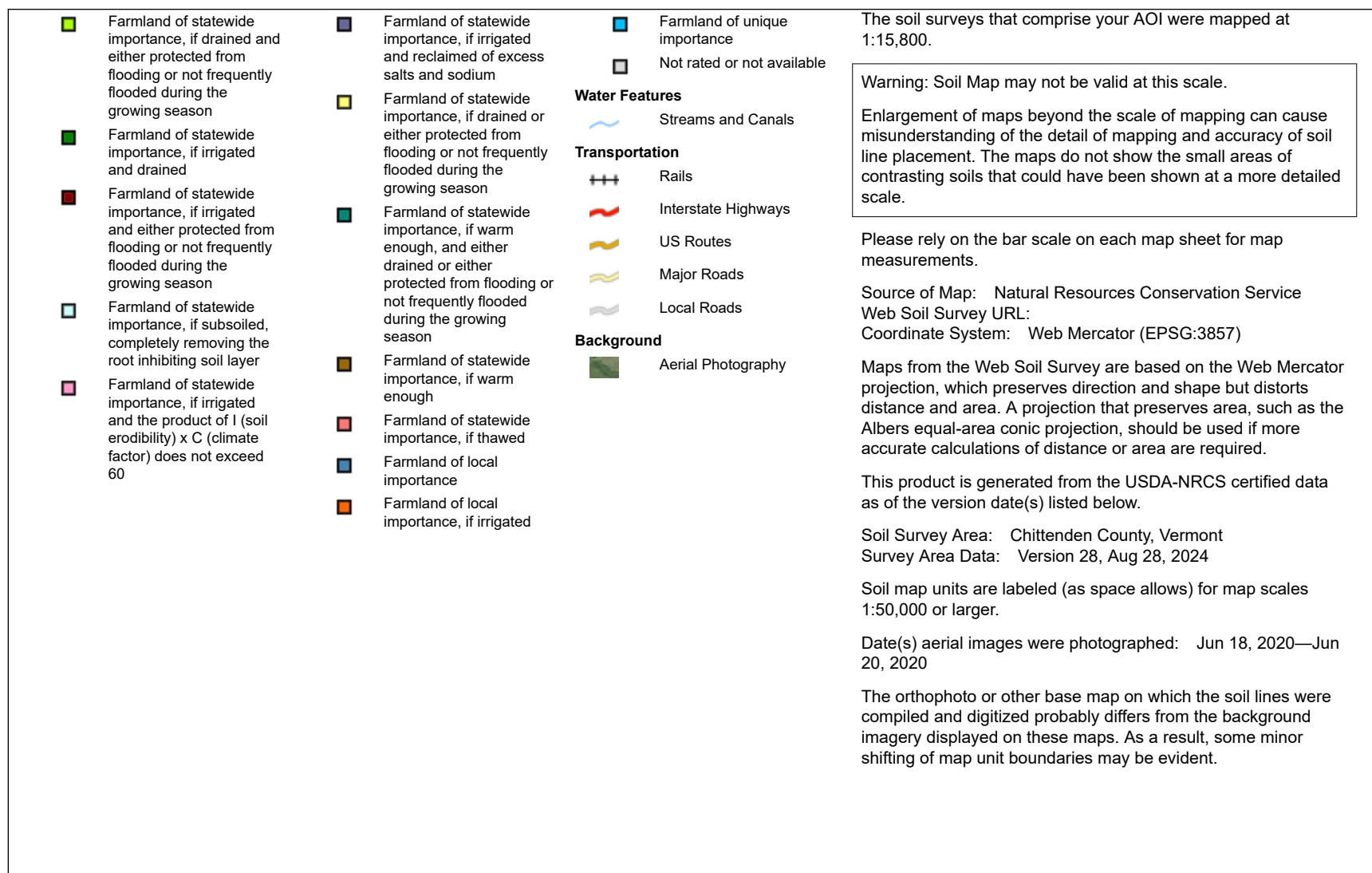
Soil Rating Lines

-  Not prime farmland
-  All areas are prime farmland
-  Prime farmland if drained
-  Prime farmland if protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated
-  Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season
-  Prime farmland if irrigated and drained
-  Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season

Farmland Classification—Chittenden County, Vermont
(Burlington New North End Sidewalk Study)

	Prime farmland if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium		Farmland of unique importance		Prime farmland if subsoiled, completely removing the root inhibiting soil layer
	Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if irrigated and drained		Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season	Soil Rating Points			Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
	Prime farmland if irrigated and reclaimed of excess salts and sodium		Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season		Not prime farmland		Prime farmland if irrigated and reclaimed of excess salts and sodium
	Farmland of statewide importance						All areas are prime farmland		Farmland of statewide importance
	Farmland of statewide importance, if drained		Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer				Prime farmland if drained		Prime farmland if irrigated and reclaimed of excess salts and sodium
	Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of statewide importance, if warm enough		Prime farmland if irrigated		Farmland of statewide importance
	Farmland of statewide importance, if irrigated				Farmland of statewide importance, if thawed		Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if drained
					Farmland of local importance		Prime farmland if irrigated and drained		Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
					Farmland of local importance, if irrigated		Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated

Farmland Classification—Chittenden County, Vermont
(Burlington New North End Sidewalk Study)



Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
AdA	Adams and Windsor loamy sands, 0 to 5 percent slopes	Farmland of statewide importance	30.6	98.1%
DdA	Duane and Deerfield soils, 0 to 5 percent slopes	Farmland of statewide importance	0.6	1.9%
Totals for Area of Interest			31.2	100.0%

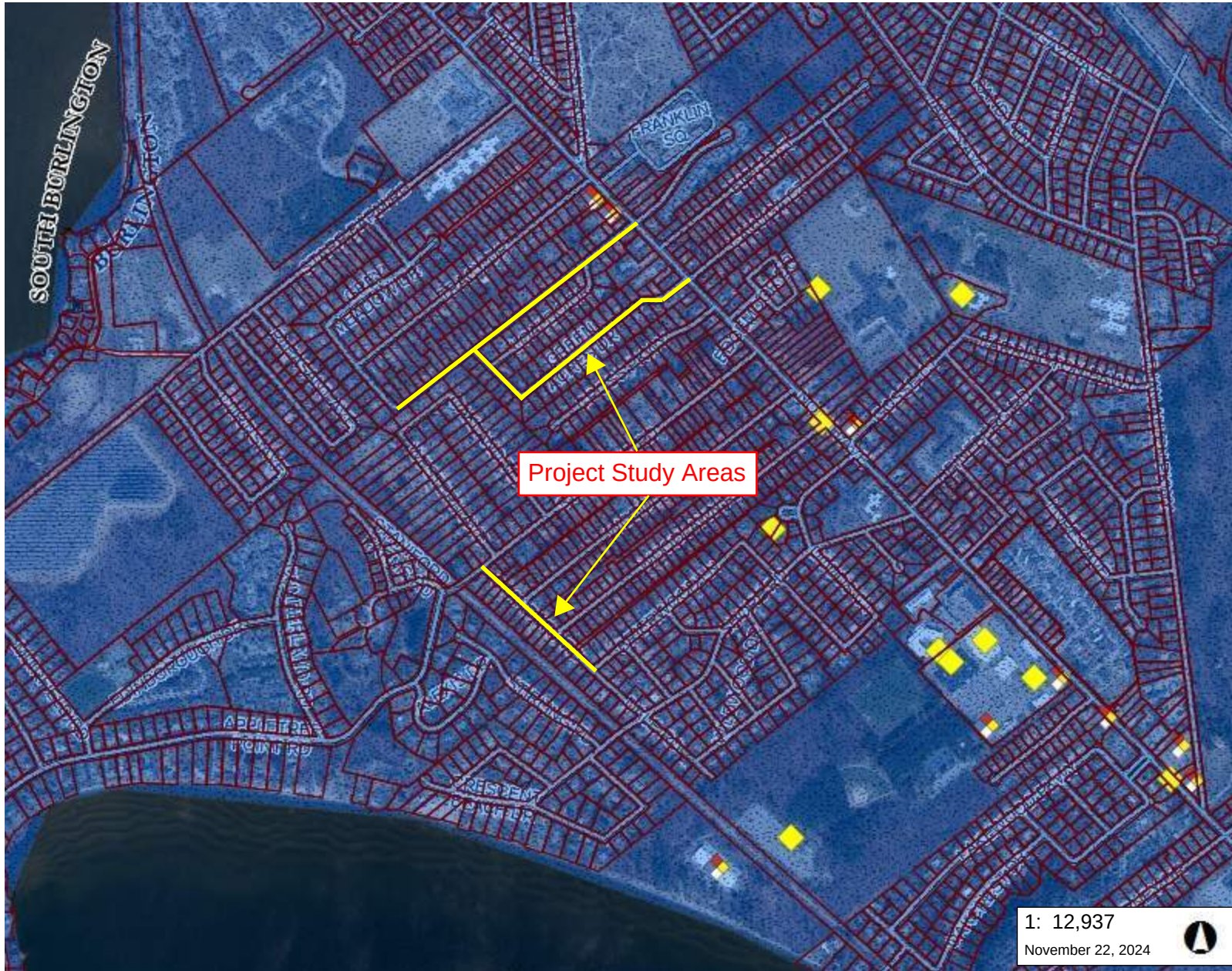
Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Lower



LEGEND

PFAS Results (Waste Manage

- ◆ Hazsite, Non-Detect
- ◆ Hazsite, Below Standard
- ◆ Hazsite, Detected-No Standards
- ◆ Hazsite, Above Standard
- Residuals, Non-Detect
- Residuals, Below Standard
- Residuals, Detected-No Standards
- Residuals, Above Standard
- ▲ Solid Waste, Non-Detect
- ▲ Solid Waste, Below Standard
- ▲ Solid Waste, Detected-No Standard
- ▲ Solid Waste, Above Standard
- Waste Water, Non Detect
- Waste Water, Below Standard
- Waste Water, Detected-No Standard
- Waste Water, Above Standard

- ◆ Hazardous Site
- ◆ Hazardous Waste Generators
- Aboveground Storage Tank
- Urban Soil Background Areas
- PFAS Results (Drinking Water)
- DETECTION
- NON DETECT

- Waste Water Facilities
- Parcels (standardized)
- Roads

1: 12,937

November 22, 2024



657.0 0 328.00 657.0 Meters

WGS_1984_Web_Mercator_Auxiliary_Sphere

© Vermont Agency of Natural Resources

1" = 1078 Ft.

1cm = 129 Meters

THIS MAP IS NOT TO BE USED FOR NAVIGATION

DISCLAIMER: This map is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. ANR and the State of Vermont make no representations of any kind, including but not limited to, the warranties of merchantability, or fitness for a particular use, nor are any such warranties to be implied with respect to the data on this map.

NOTES

Map created using ANR's Natural Resources Atlas

APPENDIX G

Cottage Grove Traffic Volume and Speed Data

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
End Date: 6/28/2023
Direction: A to B, None Specified

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/21/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	1	0	0	0	1	0	0	0	1	3
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
8:00	0	0	0	1	0	1	0	1	1	0	0	0	0	0	4
9:00	0	0	0	0	0	2	0	1	1	0	0	0	0	0	4
10:00	0	0	0	0	0	2	3	1	1	0	0	0	0	0	7
11:00	0	0	0	0	1	0	0	1	1	0	0	0	0	0	3
12:00 PM	0	0	0	1	0	0	1	0	1	0	0	0	0	0	3
1:00	0	0	1	0	1	0	1	3	2	0	0	0	0	0	8
2:00	0	0	0	0	0	2	6	3	2	1	1	0	0	0	15
3:00	0	0	0	1	1	1	1	2	3	0	0	1	0	0	10
4:00	0	0	0	1	0	2	2	3	3	0	1	0	0	0	12
5:00	0	0	0	2	1	4	3	3	6	1	0	2	0	0	22
6:00	0	0	0	1	0	0	0	2	0	0	1	0	0	0	4
7:00	0	0	0	0	0	1	5	4	3	0	0	0	0	0	13
8:00	0	0	0	0	1	0	3	1	0	0	0	0	0	0	5
9:00	0	0	0	0	0	1	2	2	0	0	0	0	0	0	5
10:00	0	0	0	0	0	1	0	0	2	0	0	0	0	0	3
11:00	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
Total	0	0	1	7	5	18	27	27	26	4	4	3	0	1	123
Percentile				15th	50th	85th	95th								
Speed				16	21	26	30								
Mean Speed (Average)				22.3											
10 MPH Pace Speed				17-26											
Number in Pace				86											
Percent in Pace				69.9%											
Number > 45 MPH				1											
Percent > 45 MPH				0.8%											

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
End Date: 6/28/2023
Direction: A to B, None Specified

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/22/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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9:00	0	0	0	0	0	3	2	0	2	0	0	0	0	0	7
10:00	0	0	0	1	0	0	3	1	0	0	0	0	0	0	5
11:00	0	0	0	0	1	0	4	0	1	0	0	0	0	0	6
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3:00	0	0	0	0	0	1	0	5	2	1	0	0	0	1	10
4:00	0	0	0	1	0	2	2	3	2	1	1	0	0	0	12
5:00	0	0	0	0	0	0	1	4	2	0	0	1	0	0	8
6:00	0	0	0	0	3	0	2	3	0	0	0	0	0	0	8
7:00	0	0	0	0	0	0	5	0	2	1	1	0	0	0	9
8:00	0	0	0	0	1	0	0	1	1	1	1	0	0	0	5
9:00	0	0	0	1	0	0	2	2	1	0	0	0	0	0	6
10:00	0	0	0	0	0	2	1	0	0	0	0	0	0	0	3
11:00	0	0	0	0	0	1	0	0	0	1	0	0	0	0	2
Total	0	0	1	5	9	14	28	29	16	6	3	1	1	1	114
Percentile				15th	50th	85th	95th								
Speed				15	21	25	30								
Mean Speed (Average)				22.0											
10 MPH Pace Speed				17-26											
Number in Pace				78											
Percent in Pace				68.4%											
Number > 45 MPH				1											
Percent > 45 MPH				0.9%											

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

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Direction: A to B, None Specified

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/23/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
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4:00	0	0	1	1	1	0	1	6	3	0	0	0	0	0	13
5:00	0	0	1	0	1	1	4	2	0	3	1	0	0	0	13
6:00	0	0	1	2	0	0	4	1	2	0	0	0	0	0	10
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8:00	0	0	0	0	1	0	3	2	1	0	0	0	0	0	7
9:00	0	0	0	0	0	0	2	2	0	1	0	0	0	0	5
10:00	0	0	0	0	0	1	2	0	0	0	0	0	0	0	3
11:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
Total	0	1	5	6	10	13	33	25	30	7	6	1	0	0	137
Percentile				15th	50th	85th	95th								
Speed				15	21	26	30								
Mean Speed (Average)				20.8											
10 MPH Pace Speed				17-26											
Number in Pace				92											
Percent in Pace				67.2%											
Number > 45 MPH				0											
Percent > 45 MPH				0.0%											

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
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Start Date: 6/21/2023
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Direction: A to B, None Specified

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/24/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	1	0	0	1	0	0	0	0	0	2
1:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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6:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
7:00	0	0	0	0	0	1	1	1	0	0	0	0	0	0	3
8:00	0	0	0	1	0	0	0	1	1	0	0	1	0	0	4
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10:00	0	0	0	0	0	0	2	2	0	0	0	0	0	0	4
11:00	0	0	0	0	0	3	1	2	4	0	0	0	0	0	10
12:00 PM	0	0	0	1	0	0	3	2	3	0	0	0	0	0	9
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2:00	0	0	0	0	1	1	1	1	2	0	0	0	0	0	6
3:00	0	0	0	0	0	3	0	3	1	0	0	0	0	0	7
4:00	0	0	0	0	0	1	4	2	1	1	0	0	0	0	9
5:00	0	0	0	0	0	0	1	1	3	2	0	0	0	0	7
6:00	0	0	0	0	1	0	2	2	0	1	0	0	0	0	6
7:00	0	0	0	1	0	1	3	0	2	0	0	0	0	0	7
8:00	0	0	0	0	0	0	3	2	0	1	0	0	0	0	6
9:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
10:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
11:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	3	4	17	28	25	22	6	0	1	0	0	106
Percentile				15th	50th	85th	95th								
Speed				17	21	25	28								
Mean Speed (Average)				21.2											
10 MPH Pace Speed				17-26											
Number in Pace				80											
Percent in Pace				75.5%											
Number > 45 MPH				0											
Percent > 45 MPH				0.0%											

Burlington Department of Public Works
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6/25/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
8:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
9:00	0	0	0	0	1	4	0	3	1	1	0	0	0	0	10
10:00	0	0	0	0	1	0	2	1	2	0	1	1	0	0	8
11:00	0	0	1	1	0	1	2	4	0	0	0	0	0	0	9
12:00 PM	0	0	0	0	0	0	2	3	0	1	0	0	0	0	6
1:00	0	0	0	0	1	1	1	2	1	0	1	0	0	0	7
2:00	0	0	0	1	1	1	1	2	3	2	0	0	0	0	11
3:00	0	0	0	0	0	2	1	1	2	0	0	0	0	0	6
4:00	0	0	0	0	1	0	5	0	1	0	1	0	0	0	8
5:00	0	0	0	1	0	2	2	4	0	2	0	0	0	0	11
6:00	0	0	0	2	1	1	2	0	2	0	0	0	0	0	8
7:00	0	0	0	0	0	0	3	2	0	0	1	0	0	0	6
8:00	0	0	0	0	0	0	2	2	0	1	0	0	0	0	5
9:00	0	0	0	0	0	0	4	0	1	0	0	0	0	0	5
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	1	5	6	13	27	25	14	8	4	1	0	0	104
Percentile				15th	50th	85th	95th								
Speed				16	21	26	30								
Mean Speed (Average)				21.1											
10 MPH Pace Speed				16-25											
Number in Pace				70											
Percent in Pace				67.3%											
Number > 45 MPH				0											
Percent > 45 MPH				0.0%											

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
End Date: 6/28/2023
Direction: A to B, None Specified

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/26/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	3	1	0	1	0	1	0	1	0	0	0	0	0	7
8:00	0	0	0	0	0	1	1	2	0	0	0	0	0	0	4
9:00	0	0	0	0	1	2	0	2	0	0	0	0	0	0	5
10:00	0	0	0	0	0	0	0	3	1	0	0	0	0	0	4
11:00	0	0	0	0	1	1	0	2	1	0	0	0	0	0	5
12:00 PM	0	0	1	0	0	0	1	0	2	1	0	1	0	0	6
1:00	0	0	0	1	1	1	1	2	0	1	0	0	0	0	7
2:00	0	0	0	2	1	0	1	1	0	0	0	0	0	0	5
3:00	0	0	0	0	2	0	1	2	4	1	0	0	0	0	10
4:00	0	0	0	0	0	2	0	4	2	1	0	0	0	0	9
5:00	0	0	0	0	0	0	3	4	2	0	1	0	0	0	10
6:00	0	0	0	1	1	2	2	1	1	0	0	0	0	0	8
7:00	0	0	0	0	1	2	1	0	1	2	0	0	0	0	7
8:00	0	0	0	0	0	1	1	1	0	2	1	0	0	0	6
9:00	0	0	0	0	1	0	1	0	0	0	0	0	0	0	2
10:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
11:00	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2
Total	0	3	2	4	10	15	15	24	15	8	2	1	0	0	99
Percentile				15th	50th	85th	95th								
Speed				14	21	26	28								
Mean Speed (Average)				20.2											
10 MPH Pace Speed				15-24											
Number in Pace				59											
Percent in Pace				59.6%											
Number > 45 MPH				0											
Percent > 45 MPH				0.0%											

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
End Date: 6/28/2023
Direction: A to B, None Specified

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/27/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
7:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
8:00	0	0	0	0	1	0	1	0	1	1	0	0	0	0	4
9:00	0	0	0	1	1	2	1	1	2	1	0	0	0	0	9
10:00	0	0	1	0	0	2	0	1	0	0	0	0	0	0	4
11:00	0	0	0	0	0	1	2	0	0	0	0	0	0	0	3
12:00 PM	0	0	0	1	1	0	1	1	2	0	0	0	0	0	6
1:00	0	0	1	1	2	2	0	0	0	0	0	0	0	0	6
2:00	0	0	0	0	1	1	2	2	1	0	0	0	0	0	7
3:00	0	1	0	1	0	1	2	2	0	0	0	0	0	0	7
4:00	0	0	0	0	2	3	6	3	5	1	0	0	0	0	20
5:00	0	0	0	1	0	0	0	5	4	1	0	1	0	0	12
6:00	0	0	0	0	1	1	5	0	1	0	0	0	0	0	8
7:00	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2
8:00	0	0	0	0	1	1	1	2	1	1	0	0	0	0	7
9:00	0	0	0	0	1	1	1	1	0	1	0	0	0	0	5
10:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
11:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Total	0	1	2	5	11	19	23	18	18	6	0	1	0	0	104
Percentile				15th	50th	85th	95th								
Speed				14	20	25	28								
Mean Speed (Average)				19.8											
10 MPH Pace Speed				15-24											
Number in Pace				66											
Percent in Pace				63.5%											
Number > 45 MPH				0											
Percent > 45 MPH				0.0%											

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
End Date: 6/28/2023
Direction: A to B, None Specified

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/28/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	1	0	1	1	1	0	0	0	0	4
8:00	0	0	0	0	3	2	0	2	1	0	0	0	0	0	8
9:00	0	0	0	0	0	3	4	3	0	1	0	0	0	0	11
10:00	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
11:00	0	0	0	1	0	1	0	2	1	1	0	0	0	0	6
12:00 PM	0	0	0	0	1	2	2	1	1	0	0	0	0	0	7
1:00	0	1	0	1	0	0	4	0	1	3	0	0	0	0	10
2:00	0	0	0	0	0	2	3	1	2	0	0	0	0	0	8
3:00	0	0	0	1	0	0	4	0	0	0	0	0	0	0	5
4:00	0	0	0	1	0	1	3	2	2	0	0	0	0	0	9
5:00	0	0	0	0	1	1	2	2	4	1	0	0	0	0	11
6:00	0	0	0	0	1	0	0	5	2	1	0	0	1	0	10
7:00	0	0	0	1	0	2	4	2	0	0	0	0	0	0	9
8:00	0	0	0	0	0	1	1	2	1	0	0	0	0	0	5
9:00	0	0	0	0	0	0	1	2	1	0	0	0	0	0	4
10:00	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	1	0	5	6	17	31	26	17	8	0	0	1	0	112
Percentile															
				15th	50th	85th	95th								
				Speed	15	21	26	27							
	Mean Speed (Average)			20.6											
	10 MPH Pace Speed			16-25											
	Number in Pace			80											
	Percent in Pace			71.4%											
	Number > 45 MPH			0											
	Percent > 45 MPH			0.0%											
Grand Total	0	6	12	40	61	126	212	199	158	53	19	9	2	2	899
Stats															
				Percentile	15th	50th	85th	95th							
				Speed	15	21	26	29							
	Mean Speed (Average)			21.0											
	10 MPH Pace Speed			17-26											
	Number in Pace			610											
	Percent in Pace			67.9%											
	Number > 45 MPH			2											
	Percent > 45 MPH			0.2%											

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
End Date: 6/28/2023
Direction: B to A, None Specified

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/21/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
6:00	0	0	0	0	0	0	0	2	1	1	0	0	0	0	4
7:00	0	0	1	2	0	0	3	3	1	0	2	1	0	0	13
8:00	0	0	0	1	0	3	0	1	6	2	0	0	0	0	13
9:00	0	0	0	0	0	2	2	5	1	1	0	0	0	0	11
10:00	0	0	0	0	0	2	2	4	1	1	0	0	0	0	10
11:00	0	0	0	0	0	0	3	0	3	1	0	0	0	0	7
12:00 PM	0	0	0	0	0	1	2	0	1	3	0	0	0	0	7
1:00	0	0	0	0	0	1	1	4	2	2	0	1	0	0	11
2:00	0	0	0	0	0	0	1	2	1	0	1	0	0	0	5
3:00	0	0	0	0	1	1	0	2	4	0	0	0	0	0	8
4:00	0	0	0	0	0	3	2	4	5	0	1	1	0	0	16
5:00	0	0	0	1	0	0	1	2	3	1	0	0	0	0	8
6:00	0	0	0	0	1	2	1	5	1	0	0	1	0	0	11
7:00	0	0	0	0	0	2	1	3	1	0	1	0	1	0	9
8:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
9:00	0	0	0	0	0	0	0	2	0	2	0	0	0	0	4
10:00	0	0	0	0	0	0	1	0	1	1	0	0	0	0	3
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	1	4	3	18	20	39	33	15	5	4	1	0	143
Percentile				15th	50th	85th	95th								
Speed				18	23	27	31								
Mean Speed (Average)				22.8											
10 MPH Pace Speed				17-26											
Number in Pace				98											
Percent in Pace				68.5%											
Number > 45 MPH				0											
Percent > 45 MPH				0.0%											

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
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Direction: B to A, None Specified

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/22/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	1	0	1	0	0	0	2
2:00	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
3:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
4:00	0	0	0	0	0	1	0	0	0	0	1	0	0	0	2
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2
7:00	0	0	0	0	1	0	0	5	1	2	1	1	0	1	12
8:00	0	0	0	0	1	0	1	4	4	6	1	0	0	0	17
9:00	0	0	0	0	0	0	2	4	2	4	3	0	0	0	16
10:00	0	0	1	0	0	0	0	2	4	1	0	0	0	0	8
11:00	0	0	0	0	0	1	0	2	5	4	2	0	0	0	14
12:00 PM	0	0	0	0	0	0	2	2	2	0	2	1	0	0	9
1:00	0	0	0	0	0	0	1	2	1	1	0	0	0	0	5
2:00	0	0	0	0	0	0	0	1	2	3	3	1	1	0	11
3:00	0	0	0	0	1	0	0	1	5	1	0	1	0	0	9
4:00	0	0	0	0	0	0	1	3	5	3	0	1	1	0	14
5:00	0	0	0	0	0	0	1	1	4	2	0	0	0	0	8
6:00	0	1	0	1	1	1	1	1	0	2	2	0	0	0	9
7:00	0	0	0	0	0	0	0	0	1	2	0	0	0	0	3
8:00	0	0	0	0	0	0	0	0	2	1	1	0	0	0	4
9:00	0	0	1	0	0	0	0	0	0	1	1	0	0	0	3
10:00	0	0	0	0	0	0	1	0	0	0	0	1	0	0	2
11:00	0	0	0	0	0	0	0	1	0	0	1	0	0	0	2
Total	0	1	2	4	3	10	30	40	34	19	7	2	1	1	154
Percentile				15th	50th	85th	95th								
Speed				18	23	28	31								
Mean Speed (Average)				23.7											
10 MPH Pace Speed				18-27											
Number in Pace				110											
Percent in Pace				71.4%											
Number > 45 MPH				1											
Percent > 45 MPH				0.6%											

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
End Date: 6/28/2023
Direction: B to A, None Specified

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/23/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
2:00	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	1	2	0	3	1	1	0	0	0	8
7:00	0	0	0	1	0	1	4	4	2	2	0	0	0	0	14
8:00	0	0	0	0	0	0	4	2	5	1	2	0	0	0	14
9:00	0	0	0	1	1	0	3	1	0	0	0	0	0	0	6
10:00	0	0	0	0	0	2	0	0	0	2	0	0	0	0	4
11:00	0	0	0	0	1	1	1	4	4	3	1	1	0	0	16
12:00 PM	0	0	0	0	0	0	0	2	1	3	1	0	0	0	7
1:00	0	0	0	0	2	1	1	3	4	1	0	0	0	0	12
2:00	0	0	0	0	0	3	0	1	0	0	0	0	0	0	4
3:00	0	0	0	2	0	1	1	3	1	1	0	0	0	0	9
4:00	0	0	0	2	1	0	2	3	2	4	0	1	0	0	15
5:00	0	0	0	2	0	1	1	3	1	2	0	2	0	0	12
6:00	0	0	0	0	0	1	0	1	3	0	0	0	0	0	5
7:00	0	0	0	0	0	1	0	4	2	0	0	0	0	0	7
8:00	0	0	0	0	1	0	2	0	1	0	0	0	0	0	4
9:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
10:00	0	0	0	0	1	0	0	2	1	1	0	0	0	0	5
11:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
Total	0	0	0	8	7	13	22	33	34	23	5	4	0	0	149
Percentile				15th	50th	85th	95th								
Speed				17	23	28	30								
Mean Speed (Average)				22.8											
10 MPH Pace Speed				19-28											
Number in Pace				97											
Percent in Pace				65.1%											
Number > 45 MPH				0											
Percent > 45 MPH				0.0%											

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
End Date: 6/28/2023
Direction: B to A, None Specified

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/24/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	2
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
2:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
5:00	0	0	0	0	1	1	0	0	0	0	0	0	0	0	2
6:00	0	0	0	0	0	0	1	0	0	1	0	0	0	0	2
7:00	0	0	0	0	2	0	1	0	1	0	0	0	0	0	4
8:00	0	0	0	0	0	0	0	6	2	0	0	1	0	0	9
9:00	0	0	0	0	0	0	5	4	1	1	0	0	0	0	11
10:00	0	0	0	1	0	1	2	6	3	1	0	0	0	0	14
11:00	0	0	0	0	0	0	1	2	1	1	0	0	0	0	5
12:00 PM	0	0	0	0	0	0	0	4	0	0	0	0	0	0	4
1:00	0	0	0	0	1	0	2	3	3	0	0	0	0	0	9
2:00	0	0	1	0	0	3	2	1	4	2	0	0	0	0	13
3:00	0	0	0	1	0	0	4	5	4	0	1	0	0	0	15
4:00	0	0	0	0	0	1	0	1	2	0	1	0	0	0	5
5:00	0	0	0	0	0	2	1	3	2	0	1	0	0	0	9
6:00	0	0	0	0	1	0	0	1	0	0	1	0	0	0	3
7:00	0	0	0	0	0	1	2	2	2	0	0	0	1	0	8
8:00	0	0	0	0	0	0	0	1	2	0	0	0	0	0	3
9:00	0	0	0	0	0	0	1	1	0	1	0	0	0	0	3
10:00	0	0	0	0	0	1	0	0	0	2	0	0	0	0	3
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	1	2	5	10	23	41	28	10	4	1	1	1	127
Percentile				15th	50th	85th	95th								
Speed				18	23	27	30								
Mean Speed (Average)				23.5											
10 MPH Pace Speed				17-26											
Number in Pace				95											
Percent in Pace				74.8%											
Number > 45 MPH				1											
Percent > 45 MPH				0.8%											

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
End Date: 6/28/2023
Direction: B to A, None Specified

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/25/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	1	0	0	1	1	0	0	0	0	0	0	3
8:00	0	0	0	0	1	1	0	1	1	1	1	0	0	0	6
9:00	0	0	1	0	0	2	2	2	0	3	0	0	0	1	11
10:00	0	0	0	1	1	2	1	3	1	2	0	0	0	0	11
11:00	0	0	0	1	0	1	1	2	4	3	0	0	0	0	12
12:00 PM	0	0	0	0	0	0	2	3	1	2	0	1	0	0	9
1:00	0	0	0	0	0	0	2	2	4	3	0	0	0	1	12
2:00	0	0	0	0	0	0	1	3	1	2	1	0	0	0	8
3:00	0	0	0	0	0	1	2	3	0	0	0	0	0	0	6
4:00	0	0	0	0	1	3	2	1	1	1	0	0	0	0	9
5:00	0	0	0	0	1	1	2	1	1	2	0	0	0	0	8
6:00	0	0	0	2	0	2	2	3	0	0	0	0	0	0	9
7:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
8:00	0	0	0	0	0	0	1	2	1	0	0	0	0	0	4
9:00	0	0	0	0	1	0	0	0	1	0	0	0	0	0	2
10:00	0	0	0	0	0	0	0	1	1	1	0	0	1	0	4
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	1	5	5	15	19	28	17	20	3	1	1	2	117
Percentile				15th	50th	85th	95th								
Speed				17	23	28	32								
Mean Speed (Average)				24.3											
10 MPH Pace Speed				19-28											
Number in Pace				71											
Percent in Pace				60.7%											
Number > 45 MPH				2											
Percent > 45 MPH				1.7%											

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
End Date: 6/28/2023
Direction: B to A, None Specified

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/26/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
5:00	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
6:00	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
7:00	0	0	0	0	1	1	2	1	6	2	1	0	0	0	14
8:00	0	0	0	0	0	0	3	6	2	0	0	0	0	0	11
9:00	0	0	1	2	0	1	0	0	3	1	0	0	0	0	8
10:00	0	0	0	0	0	1	3	1	0	0	0	0	0	0	5
11:00	0	0	0	0	0	1	2	3	0	2	0	0	0	0	8
12:00 PM	0	0	0	0	0	1	1	2	1	1	1	0	0	0	7
1:00	0	0	0	0	0	0	1	3	1	0	1	0	0	0	6
2:00	0	0	0	1	0	0	2	2	2	1	0	0	0	0	8
3:00	0	0	0	1	1	1	1	0	3	1	0	0	0	0	8
4:00	0	0	0	0	0	0	2	2	2	2	1	0	0	0	9
5:00	0	0	0	0	0	0	0	1	2	2	0	1	0	0	6
6:00	0	0	0	0	1	0	3	1	3	0	0	0	0	0	8
7:00	0	0	0	0	0	0	0	3	0	0	0	0	0	1	4
8:00	0	0	0	0	0	0	1	1	3	0	0	0	0	0	5
9:00	0	0	0	0	0	0	0	0	1	1	0	0	0	0	2
10:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
11:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
Total	0	0	1	4	3	7	23	29	29	15	4	1	0	1	117
Percentile			15th		50th		85th		95th						
Speed			18		23		27		30						
Mean Speed (Average)			23.8												
10 MPH Pace Speed			18-27												
Number in Pace			86												
Percent in Pace			73.5%												
Number > 45 MPH			1												
Percent > 45 MPH			0.9%												

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
End Date: 6/28/2023
Direction: B to A, None Specified

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/27/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	1	0	0	1	0	0	0	0	0	2
4:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
7:00	0	0	0	0	2	0	2	3	0	3	0	1	0	0	11
8:00	0	0	0	1	0	0	1	7	5	1	0	0	0	0	15
9:00	0	0	0	0	0	2	2	1	2	0	1	0	0	0	8
10:00	0	0	0	1	0	3	1	4	1	0	0	1	0	0	11
11:00	0	0	0	0	0	1	1	2	3	1	0	0	0	0	8
12:00 PM	0	0	0	0	0	0	2	1	4	1	0	1	0	0	9
1:00	0	0	0	0	0	1	2	0	0	1	0	0	0	1	5
2:00	0	0	0	0	0	0	1	4	0	0	0	0	0	0	5
3:00	0	0	0	0	0	0	3	4	3	0	0	0	0	0	10
4:00	0	0	0	1	1	3	2	2	1	0	1	0	0	0	11
5:00	0	0	0	0	0	0	3	3	2	2	0	0	0	0	10
6:00	0	0	0	0	0	0	1	1	0	1	0	0	0	0	3
7:00	0	0	0	0	0	1	1	2	2	0	0	0	0	0	6
8:00	0	0	0	0	0	0	0	1	0	1	0	0	0	0	2
9:00	0	0	0	0	1	0	0	1	0	0	0	0	0	0	2
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	3	4	13	22	37	25	11	3	3	0	1	122
Percentile				15th	50th	85th	95th								
Speed				17	22	27	30								
Mean Speed (Average)				23.5											
10 MPH Pace Speed				17-26											
Number in Pace				88											
Percent in Pace				72.1%											
Number > 45 MPH				1											
Percent > 45 MPH				0.8%											

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
End Date: 6/28/2023
Direction: B to A, None Specified

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/28/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	0	1	0	1	0	0	1	0	0	3
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	1	0	0	0	1	1	0	0	0	0	0	0	3
6:00	0	0	0	0	0	0	0	0	3	1	0	0	0	0	4
7:00	0	0	0	0	0	1	4	4	1	0	0	0	0	0	10
8:00	0	0	0	0	0	0	4	4	0	1	0	0	0	0	9
9:00	0	0	0	1	0	4	2	4	3	0	1	0	0	0	15
10:00	0	0	0	0	0	0	1	2	1	0	1	0	0	0	5
11:00	0	0	0	0	0	2	3	0	3	0	0	0	0	0	8
12:00 PM	0	0	0	0	0	0	3	4	1	0	0	0	0	0	8
1:00	0	0	0	0	0	2	2	0	5	1	0	0	0	0	10
2:00	0	0	0	0	0	0	1	2	1	0	0	0	0	0	4
3:00	0	0	0	1	0	0	4	1	1	0	0	0	0	0	7
4:00	0	0	0	2	1	1	1	2	3	1	0	0	0	0	11
5:00	0	0	1	1	0	2	2	1	0	0	0	0	0	0	7
6:00	0	0	0	0	0	0	0	1	4	0	0	0	0	0	5
7:00	0	0	0	0	0	0	0	2	3	0	0	0	0	0	5
8:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
9:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Total	0	0	2	6	1	13	29	29	31	4	2	1	0	0	118
Percentile					15th	50th	85th	95th							
Speed					17	22	25	28							
Mean Speed (Average)					21.5										
10 MPH Pace Speed					17-26										
Number in Pace					93										
Percent in Pace					78.8%										
Number > 45 MPH					0										
Percent > 45 MPH					0.0%										
Grand Total	0	1	8	36	31	99	188	276	231	117	33	17	4	6	1047
Stats					Percentile	15th	50th	85th	95th						
Speed					18	23	27	30							
Mean Speed (Average)					23.2										
10 MPH Pace Speed					18-27										
Number in Pace					733										
Percent in Pace					70.0%										
Number > 45 MPH					6										
Percent > 45 MPH					0.6%										

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
End Date: 6/28/2023
Direction: Combined

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/21/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	1	0	0	0	1	0	0	0	1	3
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
6:00	0	0	0	0	0	0	0	2	1	1	0	0	0	0	4
7:00	0	0	1	2	0	0	3	3	1	1	2	1	0	0	14
8:00	0	0	0	2	0	4	0	2	7	2	0	0	0	0	17
9:00	0	0	0	0	0	4	2	6	2	1	0	0	0	0	15
10:00	0	0	0	0	0	4	5	5	2	1	0	0	0	0	17
11:00	0	0	0	0	1	0	3	1	4	1	0	0	0	0	10
12:00 PM	0	0	0	1	0	1	3	0	2	3	0	0	0	0	10
1:00	0	0	1	0	1	1	2	7	4	2	0	1	0	0	19
2:00	0	0	0	0	0	2	7	5	3	1	2	0	0	0	20
3:00	0	0	0	1	2	2	1	4	7	0	0	1	0	0	18
4:00	0	0	0	1	0	5	4	7	8	0	2	1	0	0	28
5:00	0	0	0	3	1	4	4	5	9	2	0	2	0	0	30
6:00	0	0	0	1	1	2	1	7	1	0	1	1	0	0	15
7:00	0	0	0	0	0	3	6	7	4	0	1	0	1	0	22
8:00	0	0	0	0	2	0	3	1	0	0	0	0	0	0	6
9:00	0	0	0	0	0	1	2	4	0	2	0	0	0	0	9
10:00	0	0	0	0	0	1	1	0	3	1	0	0	0	0	6
11:00	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
Total	0	0	2	11	8	36	47	66	59	19	9	7	1	1	266
Percentile				15th	50th	85th	95th								
Speed				17	23	27	31								
Mean Speed (Average)				22.6											
10 MPH Pace Speed				17-26											
Number in Pace				183											
Percent in Pace				68.8%											
Number > 45 MPH				1											
Percent > 45 MPH				0.4%											

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
End Date: 6/28/2023
Direction: Combined

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/22/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	1	0	1	0	0	0	0	2
2:00	0	0	0	0	0	0	0	0	0	0	1	0	1	0	2
3:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
4:00	0	0	0	0	1	0	0	0	0	1	0	0	0	0	2
5:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
6:00	0	0	1	0	0	0	1	2	0	0	0	0	0	0	4
7:00	0	0	0	1	0	0	5	2	2	1	1	0	1	0	13
8:00	0	0	0	1	0	3	5	5	6	2	0	0	0	0	22
9:00	0	0	0	0	0	5	6	2	6	3	0	0	0	1	23
10:00	0	0	1	1	0	0	5	5	1	0	0	0	0	0	13
11:00	0	0	0	0	2	0	6	5	5	2	0	0	0	0	20
12:00 PM	0	0	0	1	1	2	3	3	1	2	1	0	0	0	14
1:00	0	0	0	0	1	2	4	4	2	0	0	0	0	0	13
2:00	0	0	0	1	2	1	3	5	4	3	1	1	0	0	21
3:00	0	0	0	1	0	1	1	10	3	1	1	0	0	1	19
4:00	0	0	0	1	0	3	5	8	5	1	2	1	0	0	26
5:00	0	0	0	0	0	1	2	8	4	0	0	1	0	0	16
6:00	0	1	0	1	4	1	3	3	2	2	0	0	0	0	17
7:00	0	0	0	0	0	0	5	1	4	1	1	0	0	0	12
8:00	0	0	0	0	1	0	0	3	2	2	1	0	0	0	9
9:00	0	0	1	1	0	0	2	2	2	1	0	0	0	0	9
10:00	0	0	0	0	0	3	1	0	0	0	1	0	0	0	5
11:00	0	0	0	0	0	1	1	0	0	2	0	0	0	0	4
Total	0	1	3	9	12	24	58	69	50	25	10	3	2	2	268
Percentile				15th	50th	85th	95th								
Speed				17	22	27	31								
Mean Speed (Average)				23.0											
10 MPH Pace Speed				18-27											
Number in Pace				185											
Percent in Pace				69.0%											
Number > 45 MPH				2											
Percent > 45 MPH				0.7%											

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
End Date: 6/28/2023
Direction: Combined

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/23/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	1	1	0	0	0	2
2:00	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	1	2	0	3	1	2	0	0	0	9
7:00	0	0	0	1	2	2	4	4	2	2	1	0	0	0	18
8:00	0	0	0	0	0	0	4	3	7	1	2	0	0	0	17
9:00	0	1	0	1	2	0	5	1	1	0	0	0	0	0	11
10:00	0	0	0	0	1	3	1	1	0	2	0	0	0	0	8
11:00	0	0	0	0	1	3	1	5	5	4	2	1	0	0	22
12:00 PM	0	0	0	1	0	1	1	3	5	3	1	0	0	0	15
1:00	0	0	1	0	4	2	6	5	9	1	0	0	0	0	28
2:00	0	0	0	1	0	5	1	2	2	1	0	0	0	0	12
3:00	0	0	1	3	0	4	6	5	6	2	1	0	0	0	28
4:00	0	0	1	3	2	0	3	9	5	4	0	1	0	0	28
5:00	0	0	1	2	1	2	5	5	1	5	1	2	0	0	25
6:00	0	0	1	2	0	1	4	2	5	0	0	0	0	0	15
7:00	0	0	0	0	1	1	2	7	5	0	0	1	0	0	17
8:00	0	0	0	0	2	0	5	2	2	0	0	0	0	0	11
9:00	0	0	0	0	0	0	2	2	1	1	0	0	0	0	6
10:00	0	0	0	0	1	1	2	2	1	1	0	0	0	0	8
11:00	0	0	0	0	0	0	0	0	1	1	0	0	0	0	2
Total	0	1	5	14	17	26	55	58	64	30	11	5	0	0	286
Percentile				15th	50th	85th	95th								
Speed				16	22	27	30								
Mean Speed (Average)				21.8											
10 MPH Pace Speed				18-27											
Number in Pace				187											
Percent in Pace				65.4%											
Number > 45 MPH				0											
Percent > 45 MPH				0.0%											

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
End Date: 6/28/2023
Direction: Combined

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/24/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	1	0	0	2	1	0	0	0	0	4
1:00	0	0	0	0	0	1	0	0	0	0	0	0	0	1	2
2:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
5:00	0	0	0	0	1	2	0	0	1	0	0	0	0	0	4
6:00	0	0	0	0	1	0	1	0	0	1	0	0	0	0	3
7:00	0	0	0	0	2	1	2	1	1	0	0	0	0	0	7
8:00	0	0	0	1	0	0	0	7	3	0	0	2	0	0	13
9:00	0	0	0	0	0	4	6	7	3	1	0	0	0	0	21
10:00	0	0	0	1	0	1	4	8	3	1	0	0	0	0	18
11:00	0	0	0	0	0	3	2	4	5	1	0	0	0	0	15
12:00 PM	0	0	0	1	0	0	3	6	3	0	0	0	0	0	13
1:00	0	0	0	0	1	0	6	6	4	1	0	0	0	0	18
2:00	0	0	1	0	1	4	3	2	6	2	0	0	0	0	19
3:00	0	0	0	1	0	3	4	8	5	0	1	0	0	0	22
4:00	0	0	0	0	0	2	4	3	3	1	1	0	0	0	14
5:00	0	0	0	0	0	2	2	4	5	2	1	0	0	0	16
6:00	0	0	0	0	2	0	2	3	0	1	1	0	0	0	9
7:00	0	0	0	1	0	2	5	2	4	0	0	0	1	0	15
8:00	0	0	0	0	0	0	3	3	2	1	0	0	0	0	9
9:00	0	0	0	0	0	0	2	1	0	1	0	0	0	0	4
10:00	0	0	0	0	0	1	1	0	0	2	0	0	0	0	4
11:00	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Total	0	0	1	5	9	27	51	66	50	16	4	2	1	1	233
Percentile			15th		50th		85th		95th						
Speed			17		22		26		29						
Mean Speed (Average)			22.4												
10 MPH Pace Speed			17-26												
Number in Pace			175												
Percent in Pace			75.1%												
Number > 45 MPH			1												
Percent > 45 MPH			0.4%												

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
End Date: 6/28/2023
Direction: Combined

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/25/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	1	0	0	0	0	1	0	0	0	2
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
3:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	1	0	0	1	1	1	0	0	0	0	0	4
8:00	0	0	0	0	1	1	0	1	1	2	1	0	0	0	7
9:00	0	0	1	0	1	6	2	5	1	4	0	0	0	1	21
10:00	0	0	0	1	2	2	3	4	3	2	1	1	0	0	19
11:00	0	0	1	2	0	2	3	6	4	3	0	0	0	0	21
12:00 PM	0	0	0	0	0	0	4	6	1	3	0	1	0	0	15
1:00	0	0	0	0	1	1	3	4	5	3	1	0	0	1	19
2:00	0	0	0	1	1	1	2	5	4	4	1	0	0	0	19
3:00	0	0	0	0	0	3	3	4	2	0	0	0	0	0	12
4:00	0	0	0	0	2	3	7	1	2	1	1	0	0	0	17
5:00	0	0	0	1	1	3	4	5	1	4	0	0	0	0	19
6:00	0	0	0	4	1	3	4	3	2	0	0	0	0	0	17
7:00	0	0	0	0	0	1	3	2	0	0	1	0	0	0	7
8:00	0	0	0	0	0	0	3	4	1	1	0	0	0	0	9
9:00	0	0	0	0	1	0	4	0	2	0	0	0	0	0	7
10:00	0	0	0	0	0	0	0	1	1	1	0	0	1	0	4
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	2	10	11	28	46	53	31	28	7	2	1	2	221
Percentile				15th	50th	85th	95th								
Speed				17	22	28	30								
Mean Speed (Average)				22.8											
10 MPH Pace Speed				17-26											
Number in Pace				139											
Percent in Pace				62.9%											
Number > 45 MPH				2											
Percent > 45 MPH				0.9%											

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
End Date: 6/28/2023
Direction: Combined

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/26/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
5:00	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
6:00	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
7:00	0	3	1	0	2	1	3	1	7	2	1	0	0	0	21
8:00	0	0	0	0	0	1	4	8	2	0	0	0	0	0	15
9:00	0	0	1	2	1	3	0	2	3	1	0	0	0	0	13
10:00	0	0	0	0	0	1	3	4	1	0	0	0	0	0	9
11:00	0	0	0	0	1	2	2	5	1	2	0	0	0	0	13
12:00 PM	0	0	1	0	0	1	2	2	3	2	1	1	0	0	13
1:00	0	0	0	1	1	1	2	5	1	1	1	0	0	0	13
2:00	0	0	0	3	1	0	3	3	2	1	0	0	0	0	13
3:00	0	0	0	1	3	1	2	2	7	2	0	0	0	0	18
4:00	0	0	0	0	0	2	2	6	4	3	1	0	0	0	18
5:00	0	0	0	0	0	0	3	5	4	2	1	1	0	0	16
6:00	0	0	0	1	2	2	5	2	4	0	0	0	0	0	16
7:00	0	0	0	0	1	2	1	3	1	2	0	0	0	1	11
8:00	0	0	0	0	0	1	2	2	3	2	1	0	0	0	11
9:00	0	0	0	0	1	0	1	0	1	1	0	0	0	0	4
10:00	0	0	0	0	0	0	1	0	0	1	0	0	0	0	2
11:00	0	0	0	0	0	2	1	0	0	0	0	0	0	0	3
Total	0	3	3	8	13	22	38	53	44	23	6	2	0	1	216
Percentile				15th	50th	85th	95th								
Speed				16	22	27	30								
Mean Speed (Average)				22.2											
10 MPH Pace Speed				18-27											
Number in Pace				143											
Percent in Pace				66.2%											
Number > 45 MPH				1											
Percent > 45 MPH				0.5%											

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
End Date: 6/28/2023
Direction: Combined

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/27/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	1	0	0	1	0	0	0	0	0	2
4:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	1	0	0	1	0	0	0	0	0	2
7:00	0	0	0	0	2	0	3	3	0	3	0	1	0	0	12
8:00	0	0	0	1	1	0	2	7	6	2	0	0	0	0	19
9:00	0	0	0	1	1	4	3	2	4	1	1	0	0	0	17
10:00	0	0	1	1	0	5	1	5	1	0	0	1	0	0	15
11:00	0	0	0	0	0	2	3	2	3	1	0	0	0	0	11
12:00 PM	0	0	0	1	1	0	3	2	6	1	0	1	0	0	15
1:00	0	0	1	1	2	3	2	0	0	1	0	0	0	1	11
2:00	0	0	0	0	1	1	3	6	1	0	0	0	0	0	12
3:00	0	1	0	1	0	1	5	6	3	0	0	0	0	0	17
4:00	0	0	0	1	3	6	8	5	6	1	1	0	0	0	31
5:00	0	0	0	1	0	0	3	8	6	3	0	1	0	0	22
6:00	0	0	0	0	1	1	6	1	1	1	0	0	0	0	11
7:00	0	0	0	0	0	3	1	2	2	0	0	0	0	0	8
8:00	0	0	0	0	1	1	1	3	1	2	0	0	0	0	9
9:00	0	0	0	0	2	1	1	2	0	1	0	0	0	0	7
10:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
11:00	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
Total	0	1	2	8	15	32	45	55	43	17	3	4	0	1	226
Percentile				15th	50th	85th	95th								
Speed				16	21	26	29								
Mean Speed (Average)				21.8											
10 MPH Pace Speed				17-26											
Number in Pace				153											
Percent in Pace				67.7%											
Number > 45 MPH				1											
Percent > 45 MPH				0.4%											

Burlington Department of Public Works
645 Pine Street | Burlington VT, 05401

Site Code: bURL176
Location 1: Cottage Grove
Location 2: Burlington Vt
Start Date: 6/21/2023
End Date: 6/28/2023
Direction: Combined

Latitude: 44.513552
Longitude: -73.257902
Date Processed 6/29/2023
Processed By CR
Counted By CR, AP, KD

6/28/2023	0 - 3	> 3 - 6	> 6 - 9	> 9 - 12	> 12 - 15	> 15 - 18	> 18 - 21	> 21 - 24	> 24 - 27	> 27 - 30	> 30 - 33	> 33 - 36	> 36 - 39	> 39	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	0	2	0	1	0	0	1	0	0	4
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	1	0	0	0	1	1	0	0	0	0	0	0	3
6:00	0	0	0	0	0	0	0	0	3	1	0	0	0	0	4
7:00	0	0	0	0	0	2	4	5	2	1	0	0	0	0	14
8:00	0	0	0	0	3	2	4	6	1	1	0	0	0	0	17
9:00	0	0	0	1	0	7	6	7	3	1	1	0	0	0	26
10:00	0	0	0	0	0	0	2	3	1	0	1	0	0	0	7
11:00	0	0	0	1	0	3	3	2	4	1	0	0	0	0	14
12:00 PM	0	0	0	0	1	2	5	5	2	0	0	0	0	0	15
1:00	0	1	0	1	0	2	6	0	6	4	0	0	0	0	20
2:00	0	0	0	0	0	2	4	3	3	0	0	0	0	0	12
3:00	0	0	0	2	0	0	8	1	1	0	0	0	0	0	12
4:00	0	0	0	3	1	2	4	4	5	1	0	0	0	0	20
5:00	0	0	1	1	1	3	4	3	4	1	0	0	0	0	18
6:00	0	0	0	0	1	0	0	6	6	1	0	0	1	0	15
7:00	0	0	0	1	0	2	4	4	3	0	0	0	0	0	14
8:00	0	0	0	1	0	1	1	2	1	0	0	0	0	0	6
9:00	0	0	0	0	0	1	1	2	1	0	0	0	0	0	5
10:00	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2
11:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Total	0	1	2	11	7	30	60	55	48	12	2	1	1	0	230
Percentile					15th	50th	85th	95th							
Speed					16	21	26	27							
Mean Speed (Average)					21.1										
10 MPH Pace Speed					17-26										
Number in Pace					172										
Percent in Pace					74.8%										
Number > 45 MPH					0										
Percent > 45 MPH					0.0%										
Grand Total	0	7	20	76	92	225	400	475	389	170	52	26	6	8	1946
Stats					Percentile	15th	50th	85th	95th						
Speed					16	22	27	30							
Mean Speed (Average)					22.2										
10 MPH Pace Speed					17-26										
Number in Pace					1334										
Percent in Pace					68.6%										
Number > 45 MPH					8										
Percent > 45 MPH					0.4%										

APPENDIX H

Design Criteria

DESIGN CRITERIA

Stanbury Road, Cottage Grove, Loaldo Drive, Green Acres Drive

ROADWAY FUNCTIONAL CLASS:	No functional class assigned
DESIGN SPEED:	25 MPH
DESIGN MANUALS:	1) AASHTO "A Policy on Geometric Design of Highways and Streets", 2018, 7th Edition. 2) AASHTO "Roadside Design Guide", 2011, 4th Edition. 3) VTrans Roadway Design Manual, 1998 Edition. 4) Manual on Uniform Traffic Control Devices, 2009. 5) VTrans Pedestrian and Bicycle Facility Planning and Design Manual, 2002.
DESIGN SPECIFICATIONS:	1) VTrans Standard Specifications for Construction, 2018. 2) City of Burlington Standards and Specifications
DESIGN GUIDELINES:	1) Guidebook for Municipality Managed Projects (Revised 2021). 2) NCHRP Report 480; "A Guide to Best Practices for Achieving Context Sensitive Solutions", 2002. 3) AASHTO "A Guide for Achieving Flexibility in Highway Design", May 2004

Board of Finance and City Council Submission Checklist

Department: Department of Public Works Submitter: Phillip Peterson

Title/Subject: New North End Sidewalk Scoping Study Approval

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	6/16/2025
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/10/2025	Chapin Spencer
Mayor's Office informed and approved memo	Yes	6/11/2025	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	6/10/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	6/11/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

Lori Olberg

From: Susan Rittenhouse <Susan.Rittenhouse@jefferson.edu>
Sent: Thursday, May 29, 2025 9:53 AM
To: burlingtowntownclerk
Subject: The Rock Point bridge construction over Bike Path

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

I posted this on Front Porch Forum two days ago:

Today on the Bike Path Along the Lake

Susan Rittenhouse • Northshore Dr, Burlington

Discussion

Today was a glorious day for bicycling, and many others agreed. Unfortunately, while biking south from The Village at Northshore on the bike path, I (and others) encountered a CLOSED sign south of Leddy Park. I asked about this, and a construction worker told me it was due to bridge repairs over the bike path, which may continue until July. I then biked to North Ave and never encountered a detour sign directed towards bicyclists, letting us know when we could return to the bike path. Some tried to get back via Institute Rd and other streets but turned around. I encountered some puzzled tourists as well as more local bicyclists. Very dismaying. The bike lane on North Ave does not go all the way into town. It seems to me that this could have been better planned and more considerate of those of us who bike frequently into town.

Why are there not clear Detour signs FOR BICYCLISTS? Many bicyclists, in addition to tourists, are commuters. I had hoped to bike from The Village At Northshore to Dragon Boat practice in the evening on the waterfront. Heavy auto traffic. All I saw was a STOP sign south of Leddy Park. Where to get off? Where to come back to the bike path?

The information contained in this transmission contains privileged and confidential information. It is intended only for the use of the person named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

CAUTION: Intended recipients should NOT use email communication for emergent or urgent health care matters.

Contact Us

Use this form to contact various staff, administrators and officials of the City of Burlington.

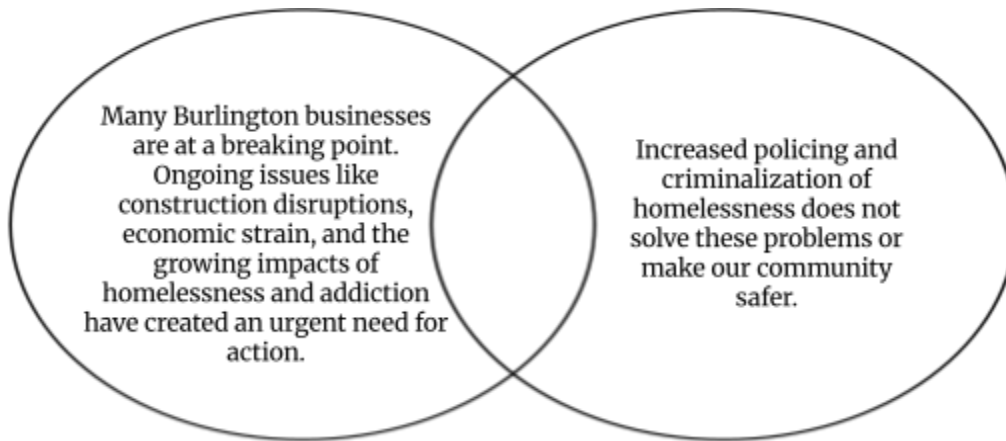
Voice concerns, make comments, let your voice be heard. For a complete list of city departments and phone numbers, please see the [City Staff Directory](#).

First Name:	ned
Last Name:	Ryerson
Email Address:	Jetblue333@gmail.com
Subject:	Ban
Category:	City Council
Message:	I,m not going to follow your [REDACTED] ban on gasoline blowers. Neither are my neighbors. Repeal the ban or be replaced.

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

Compassionate Action – A Vision for Change in Burlington

TWO THINGS CAN BE TRUE AT ONCE



The concerns outlined in the letter to the mayor, that your business signed, are valid. We hear you. Below is a list of additional actions businesses and community members can support that don't rely on criminalizing homelessness and address the root causes of the issues.

1. **More Shelters:** Expanding shelter options would reduce the number of people sleeping on the streets.
2. **More Public Restrooms:** Increasing the amount of public restrooms would result in less public defecation and would help meet people's basic needs.
3. **Trained Crisis Support:** Burlington needs more staff trained to de-escalate crises and offer real-time support.
4. **Overdose Prevention Center:** Support the planned center to reduce public drug use, overdose deaths, and connect people to recovery.
5. **Access to Food:** Support grassroots food distribution and expand citywide food access—no one makes good decisions when hungry.
6. **Needle Clean Up:** There are local groups organizing to do needle clean ups on a regular basis. There are opportunities for communities to get involved.
7. **Pathways to Recovery:** Burlington needs a local inpatient rehab facility; currently, many must travel to Rutland for treatment.
8. **Community Education & Unity:** Addressing these challenges requires relationship-building and a shared understanding of the issues.
9. **Affordable Housing:** Prioritize building more low-income and affordable housing—stability is the foundation for recovery and well-being.
10. **Rent Stabilization:** Regulate rent to keep existing housing affordable; without oversight, affordability won't be preserved.

If any of these resonate with you, please consider sharing with the coalition of businesses that signed the letter, asking for modifications to the letter, asking for your name to be taken off the letter and/or making a public comment. We would love to build community with you all moving forward. You can reach out at: katyhellman1@gmail.com



The Burlington Business Association, founded in 1978, is a non-profit, non-political membership organization with over 200 business and non-profit members.

Board of Directors:

Chelsea Condos, Chair
Al Gobeille, Vice Chair
Matt Canning
Michael Casella
John George Wheeler
Rose Kenary
Lisa Kingsbury
Walter Judge
Ryan Nick
Heidi Stumpff
Jack Wallace

Kelly Devine
Executive Director

Zachary Cummings
Membership Coordinator

29 Church Street, Suite 3-5
Burlington, Vermont 05401
802-863-1175

May 25, 2023

Mayor Emma Mulvaney-Stanak
Burlington City Hall
149 Church Street
Burlington, VT 05401

Dear Mayor Mulvaney-Stanak,

I want to begin by expressing my appreciation for your dedication to the City of Burlington and, in particular, to our downtown. We share a deep love and concern for this community—its people, its public and private spaces, and its future. While we face undeniable challenges, we also see real opportunities, and I want to acknowledge your support of several initiatives that aim to meet this moment, including your public support of new development and your work to right-size city government.

That said, I'm writing today asking you also to support the Resolution in Support of Local Businesses and a Vibrant, Welcoming and Safe Downtown passed by the City Council on May 19th. I note that the Resolution was passed by a large majority of the Council, 8-4, with support from Progressive councilors. Mayor, will you publicly acknowledge the vital role small businesses play not only as contributors to our tax base, but as social and cultural pillars of our community by standing with us in support of this resolution?

The recent letter submitted by local business owners was not written lightly. In fact it posed a significant risk. Thank you for your statement this week asking to end the divisiveness. I know that this letter came from a place of genuine concern for the future of their small Vermont businesses and for the thousands of people they employ downtown, and for the vibrancy of our award winning downtown.

This letter, and others like it from residents over the past two years, points to a troubling trend: our downtown is struggling. It needs your help. We've seen long-standing businesses put on pause like Nectars, others have opened outside Burlington—Monelle, OGE and Farmhouse, and others putting out public calls for help. These are not isolated incidents. They are a clear signal.

We can change the course. The City Council's resolution passed on May 19th includes many of the necessary steps toward reclaiming our shared public spaces in a way that works for all community members.



29 Church Street, Suite 3-5
Burlington, Vermont 05401
802-863-1175

May 25, 2023

One component that has generated the most public discussion is the "Food Not Cops" lunch program currently operating daily from the Marketplace Garage. I want to be absolutely clear: neither the Burlington Business Association (BBA), nor any downtown business we know of, has called for the elimination of the program. We understand the importance of ensuring that all members of our community, especially the most vulnerable, have access to food. Many of our businesses contribute to organizations like COTS, Spectrum, the Salvation Army, and Dismas House for this very reason.

The concern is not about feeding people—it's about where and how it's done.

As you yourself noted last July, it may be time to consider relocating the lunch to a more appropriate space. We agree. Here are three main reasons why:

1. **Lack of Sanitary Services:** The current location lacks access to basic facilities, such as fresh water and toilets. This isn't respectful or sustainable for the individuals being served, nor for the volunteers doing the serving.
2. **No Connection to Services:** Unlike organizations such as Spectrum or COTS, the program as currently structured does not facilitate connecting participants with mental health, addiction recovery, or housing services. We believe mutual aid should strive to do more than provide a meal—it should also offer a path forward.
3. **Impact on Public Use:** The lunch is hosted at a major downtown parking facility that is often the first stop for visitors and families. We don't need to shield people from the reality of our city's struggles, but we also don't need to place these challenges front and center in a way that deters people from using and enjoying our downtown.

We believe there is room for both compassion and practicality in our public spaces. The downtown can and must be a place where all people—whether they live, work, visit, or are seeking support—feel safe and welcome.

We've been disheartened by the response of the Food Not Cops group, who have called for business boycotts, personally targeted individuals, and dismissed any discussion of relocation as a threat. This is not the spirit of collaboration our community needs. Despite their claim of no outreach from the business community, a member of the BBA Board, alongside Councilor Grant, did meet with them over a year ago to explore alternate locations. These alternatives exist downtown—and in places better equipped to offer dignity, support, and access to services.

The BBA remains committed to working alongside the city. Just this week, we launched a new graffiti removal program, with 37 volunteers coming out to clean downtown buildings. Every small effort matters—but only collaboration will move us forward.



29 Church Street, Suite 3-5
Burlington, Vermont 05401
802-863-1175

May 25, 2023

The resolution passed by the City Council offers us a roadmap, and also constitutes a much-needed morale boosting signal to our struggling small local businesses. Let's use it. Let's restore public trust and safety, bring vitality back to our downtown, and create a shared space that welcomes everyone—residents, workers, visitors, and those in need.

We regularly hear from hotel guests, garage users, and downtown employees and residents who say they no longer feel safe or welcome. People are choosing to go elsewhere. In November 2023, over 1,500 Burlington residents signed a letter expressing concern about community safety. These voices cannot be ignored.

Mayor Mulvaney-Stanak, we hear you when you call for an end to the divisive rhetoric. We agree. Now is the time to act with unity, to seek solutions with open minds and open hearts. And as Mayor, you are uniquely positioned to guide us through this moment—not with ideology, but with action.

Let's move forward—together.

With appreciation and hope.

A handwritten signature in cursive script that reads 'Kelly'.

Kelly Devine
(802) 863-1175
director@bbavt.org



To: Mayor Emma Mulvaney-Stanak and Burlington City Council

From: Burlington Electric Commission

Date: June 2, 2025

Re: Annual Commission Report

The Burlington Electric Commission (BEC) offers this report about the progress made by Burlington Electric Department (BED) during the past year. BED's mission is to serve the energy needs of our customers in a safe, reliable, affordable, sustainable, and socially responsible manner. Despite economic challenges remaining from the pandemic and exacerbated by continuing inflationary pressures, BED continues to meet our mission as we pursue progress toward Burlington's Net Zero Energy (NZE) goal. The BEC has prioritized a number of items over the past year, including: continued focus on financial performance and strengthening credit rating metrics; working jointly with the City Council's Transportation, Energy, and Utilities Committee (TEUC) to review and approve several RFPs to examine opportunities for improved efficiency and enhanced forestry practices at the McNeil Generating Station (McNeil); review and public engagement on updates to miscellaneous service fees; reviews and recommendations on a variety of innovative programs; and expansion of BED's Energy Assistance Program (EAP) to support income-qualified customers.

Highlights from the past year include:

- **Making progress along the path to Net Zero Energy:**

- Over the past year, BED continued to focus on making progress toward our NZE goal.
- BED continues to work with Synapse Energy Economics to track Net Zero Energy Roadmap progress data annually. The Mayor and BED General Manager Darren Springer shared the 2024 data at an April 9, 2025 news conference. The Roadmap update shows that Burlington's greenhouse gas emissions in the ground transportation and thermal/buildings sectors are down 19 percent in 2024 compared to the 2018 baseline, representing a 2.8 percent reduction in 2024 compared to updated 2023 data, demonstrating continued climate progress in the two largest emissions sectors in Vermont. This [press release](#) and [presentation](#) provide a detailed look at the 2024 Roadmap update.
- In January 2025, BED [announced](#) new and updated incentives to support customers adoption of electric vehicles (EVs), EV chargers, cold climate heat pumps, electric bicycles (e-bikes), and electric lawnmowers, including additional incentives for low-income customers. At the [April 2025 announcement](#), BED provided updates on pilot programs for residential battery storage and a heat pump bill credit rate (first introduced during the January announcement), plus introduced a new option under its home EV charging rate and a new pilot to offer certain rebates as on-bill credits.
- Last September, BED was proud to host for the community the third annual Net Zero Energy Festival at 585 Pine Street. We had kids' activities, EV test drives, e-bike test rides, solar and heat pump vendors, electric lawn equipment demos, live radio broadcast with Mike & Mary from STAR 92.9 FM, a lineup of City fleet EVs, fossil-fuel free food trucks, and much more. Please plan to join us on September 6, 2025 (the Saturday of Art Hop weekend) for our fourth annual Net Zero Energy Festival.
- BED continued to use funding from the \$20 million 2022 Net Zero Energy Revenue Bond to finance capital improvements in FY25, making investments in grid reliability, EV charging,

new electric fleet vehicles, new technology investments, and renewable energy plant maintenance. BED also used the additional liquidity provided by the bond funds to continue making enhanced investment in key electrification programs, such as heat pump and EV incentives. With more than 2,900 heat pumps, BED now has more than 30 times as many heat pumps installed for customers under our Tier 3 incentive program as in June of 2020 when BED launched the Green Stimulus program.

- In November 2024, 79.6 percent of Burlington voters overwhelmingly approved a proposed \$20 million BED Net Zero Energy and Grid Reliability Revenue Bond that will fund additional investments in key priorities for BED and the community through the end of the decade, including: boosting grid capacity to 90 megawatts (from 80 MW, with a current summer peak of 65 MW) to handle even more EVs, heat pumps, geothermal systems, electric buses, and other beneficial electrification measures; supporting strong grid reliability, which long has been the number one priority for BED customers; completing technology systems upgrades to enable more dynamic rates that reduce peak energy usage and make electric heating and transportation more affordable; bringing 200 new EV charging ports, including 47 fast chargers, to Burlington by providing matching funds for a first-in-Vermont [Charging and Fueling Infrastructure Program grant](#) from the U.S. Department of Transportation Federal Highway Administration for \$4.891 million (this grant has been frozen by the federal administration, but BED has been working hard to try to access the funding); adding to the BED fleet 12 new EVs, including a second all-electric bucket truck and an electric forklift; and investing further in BED renewable generation plants, including relicensing the Winooski One Hydroelectric Facility.

- **Enhancing equity and community outreach:**

- BED continues to prioritize equity in its programs and services.
- BED continues to focus on providing enhanced rebates to income-qualified customers. As of early 2025, 23 percent of BED's EV/PHEV rebates and 13 percent of heat pump rebates have been enhanced rebates available to income-qualified customers.
- BED's Policy and Equity Analyst directly engages with key community stakeholders and partners, such as the Burlington Housing Authority, Munt Family Room, Association of Africans Living in VT, Neighborhood Planning Assemblies, and Champlain Valley Office of Economic Opportunity (CVOEO) to ensure that all of BED's customers – regardless of language spoken at home, homeownership status, income, and other variables - are receiving accessible information about BED's programs and incentives and that BED is responsive to its customers' energy questions, needs, and concerns. BED's sustainability and equity team has spearheaded many impactful projects, including: translation of various existing documents into languages other than English; development of new materials in multiple languages, including educational material on energy use at home; and creation of new, translated videos explaining [how to read an electric bill](#) and the [importance of weatherization to energy savings](#).
- BED continues to engage the community through events like our annual Net Zero Energy Festival, Art Hop, Earth Day celebration, Lake Monsters Games, farmers' markets, Summervale, and more. BED also continues its expanded outreach by holding "office hours" at Fletcher Free Library and the King Street Laundromat and by hosting a tent at Burlington's annual Juneteenth event.

- **Delivering strong results for safety, reliability, and customer care:**

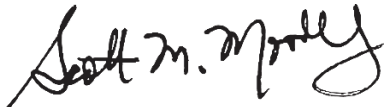
- At BED, safety remains our number one value.
- BED continued to have strong metrics for safety and reliability (number and length of outages) in FY25, with a continued focus on field visit reporting from the Safety Team. Customers continue to prioritize reliability above all other items, and BED continues to deliver strong outage response and to make system reliability investments. In FY25, BED replaced its existing Supervisory Control and Data Acquisition (SCADA) system and installed a new, modern video wall for our grid system operators.
- BED achieved its seventh consecutive year without a single complaint escalated to the Department of Public Service about its Customer Care Team.

- **Strengthening the working relationship with the IBEW:**
 - BED management continues to maintain a strong relationship with the International Brotherhood of Electrical Workers (IBEW), evidenced by a four-year agreement that began implementation in FY23 and continued labor-management committee meetings to proactively support engagement.
 - BED management and the IBEW work well together to achieve common goals around safety, Net Zero Energy, and other topics.
- **Progressing with energy efficiency:**
 - BED has developed and administered energy efficiency programs that have achieved success for residential and commercial customers over several decades. Burlington's total electricity consumption in calendar year 2024 was more than nine percent lower than in 1989 when the efficiency programs began.
 - As both a distribution and energy efficiency utility, BED is in a unique and strong position to offer customers a full suite of efficiency and beneficial electrification solutions. Please visit the [BED website](#) for more information.
- **Supporting our customers and community, while navigating volatile energy markets and addressing economic challenges:**
 - After 12 consecutive years without a rate increase, BED began making annual rate changes in FY22 to respond to rising inflation and maintain strong credit rating metrics. BED's goal is to make modest, annual rate changes in the low- to mid-single digits to minimize volatility for customers. BED's FY25 rate increase of 5.5 percent was approved by the Vermont Public Utility Commission (PUC) in May 2025. For FY26, BED has proposed a budget that includes a 4.5 percent rate increase. BED has worked hard to keep requested rate changes as low as possible, and well below the inflation rate, by keeping controllable operating expenses (non-transmission and non-power supply) as low as possible amid continued upward cost pressure from inflation, increasing benefits expense, and labor cost of living adjustments. As other utilities around our region have requested double-digit rate increases due to fuel price volatility, BED remains partly protected from these impacts through its renewable energy contracts and owned renewable generation plants such as McNeil, Winooski One Hydro, and solar installations.
 - BED's Energy Assistance Program (EAP), originally a pilot program that became a permanent tariffed rate in 2024, provides a 12.5 percent discount to income-qualified customers. After tripling the number of customers enrolled in EAP during the past year from 238 to nearly 800 by transforming the program to an auto-enrollment "opt out" rather than "opt in" status, BED sought and received approval in May 2025 from both the BEC and the City Council Board of Finance to expand EAP to provide discounts to both residential shelters serving unhoused populations and certain affordable housing providers who commit to pass on the benefits of the rate to their tenants. BED continues to focus on EAP outreach, engaging CEDO, Department of Public Works Water Resources Division, Vermont Department of Children & Families, CVOEO, the Burlington and Winooski Housing Authorities, Champlain Housing Trust, and other partners to help spread the word.
 - BED is working with Water Resources to support assistance for water customers through BED billing because BED has meters for rental customers that Water Resources does not.
- **Implementing IT Forward and strengthening cybersecurity:**
 - Over the past year, BED continued to make important investments in information technology and cybersecurity. Under our IT Forward initiative to replace enterprise systems, BED completed phase 1 of a new SCADA/ADMS, began implementing a new customer information system, and issued an RFP for a distributed energy management system under a grant from the Vermont Department of Public Service.
 - BED has continued to invest in infrastructure modernization and disaster recovery efforts, including incremental upgrades to BED's smart grid network, continued firewall and

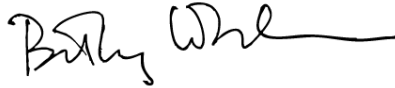
network upgrades, and updates to our disaster recovery planning. Again this year, BED made significant strides in cybersecurity with improvements to remote workforce connectivity, annual training for all employees, and hosting a U.S. Department of Energy/Idaho National Labs-funded cybersecurity training program.

During the course of the next year, the Commission looks forward to: reviewing the work done under the McNeil RFPs; exploring additional opportunities to enhance the EAP; following the progress of BED's "Building GIANTS" program funded by a U.S. Department of Energy grant; reviewing the FY25 financial audit; overseeing updates to the BED Strategic Direction; and reviewing opportunities for battery storage and new renewable energy supply resulting from RFPs issued by BED.

Thank you for the opportunity to serve the Burlington community and to present this report.



Scott Moody, Chair



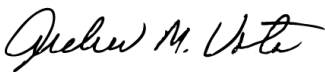
Bethany Whitaker, Vice Chair



Lara Bonn



Michelle Hobbs



Andy Vota



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

To: 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:

Position	Current Grade/Step	Current Rate	Proposed Grade/Step	FY25 New Rate
Housing Program Specialist	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.

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Brian Pine

Title/Subject: Reclassification of CEDO Housing Programs Specialist

	Approval:	Meeting Date:
☒	Board of Finance	6/16/2025
☒	City Council	6/16/2025
☐	Concurrent	6/16/2025

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/11/2025	Brian Pine
Mayor's Office informed and approved memo	Yes	6/11/2025	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	6/11/2025	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	6/11/2025	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	Memo with motion
Contract Attached, if applicable?	No	N/A
Additional Materials, if necessary	No	N/A
Draft Resolution or Motion?	Yes	Part of the memo
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



To: City Council

From: Samantha McGinnis, Assistant Director, Business & Workforce Development

CC: Kara Alnasrawi, Director, Business & Workforce Development

Date: June 6, 2025

Re: Early Termination of 62 Church Street (Whim Boutique) Lease

Background:

Whim Boutique was a Burlington-based women's clothing retailer established in 2007 by Melissa Desautels. Since 2010, Whim has operated out of the City-owned property at 62 Church Street. Ms. Desautels has been an exemplary tenant - paying rent on time and investing in the upkeep and improvement of the space.

Request for Early Termination of Lease:

As of April 30, 2025, Whim has vacated the 62 Church Street property and relocated to their new space at 50 Church Street where Ms. Desautels has combined Whim with her other business, Dear Lucy. Ms. Desautels has formally requested an early termination of her lease, on June 1, 2025 which is currently set to expire on July 31, 2025.

Below is a table outlining the financial impact the termination of this lease would have on the Church Street Marketplace Budget. The impact is separated into rent, tax, and common area fee revenue in FY 25 (June) and FY 26 (July).

FY 25

Rent	\$1,468.52
Taxes	\$330.13
CAF	\$132.95
Total	\$1,931.61

FY 26

Rent	\$1,468.52
Taxes	\$330.13
CAF	\$132.95
Total	\$1,931.61

In her request, Ms. Desautels cites a 15% downturn in business revenue and expressed that the financial burden of maintaining the lease would affect her ability to continue operating. Despite the multi-faceted challenges impacting the Marketplace she reaffirmed her commitment to the Church Street Marketplace by renting a new and larger space on the street and she has been a



CHURCH STREET MARKETPLACE

strong advocate for local business. These statements are supported by her 15-year history of active engagement within the community.

Commission Approval:

On May 21, 2025, the Church Street Marketplace Commission unanimously approved the early termination of the lease at 62 Church Street to Paradigm RE, LCC (Whim Boutique).

Attachments:

Original Lease Agreement
First Amendment to the Lease
Second Amendment to the Lease

Motion:

The Church Street Marketplace Department respectfully requests that the City Council approve the following motion:

To authorize the early termination of the lease agreement with the term concluding May 31, 2025 with Paradigm RE, LCC for retail operations at 62 Church Street subject to final review and approval by the City Attorney's Office.

LICENSE AGREEMENT

THIS AGREEMENT is made by and between the City of Burlington, a municipal corporation organized and existing under the laws of the State of Vermont (hereinafter referred to as CITY) and Paradigm RE, LLC, a corporation organized and existing under the laws of the State of Vermont, having its principal office at HINESBURG, Vermont, County of CHITTENDEN, State of VERMONT (hereinafter referred to as Paradigm RE).

WHEREAS, the CITY owns property at 62 Church Street, Burlington, Vermont; and

WHEREAS, Paradigm RE wishes to use 533 square feet of CITY-owned space consisting of 117 square feet of first floor space within the structure of 62 Church Street as well as the 416 square foot greenhouse, which space it intends to continue to use for commercial purposes; and

WHEREAS, the CITY is willing to allow Paradigm RE to use that property provided that fit-up and use of the commercial space are complementary to the appearance and operation of the Church Street Marketplace.

NOW, THEREFORE, the parties have agreed to the following terms and conditions of this License Agreement:

1. Paradigm RE may use the 533 square feet of CITY-owned space (hereinafter "the Premises") consisting of 117 square feet of first floor space within the structure of 62 Church Street as well as the 416 square foot greenhouse; a copy of a floor plan for the space being attached to this Agreement (Exhibit A) and constitutes the legal description of the premises. The premises are to be used by Paradigm RE exclusively as a retail space for the sale of clothing and apparel and for the provision of office and storage space supplemental to those

retail uses. Any other use of the premises shall require written approval from the Marketplace Commission. Paradigm RE shall be responsible for all utilities provided to the space (both within the building structure and within the greenhouse). Any alterations or improvements made by Paradigm RE to said space shall be at its own expense.

2. Paradigm RE's construction, improvements, and/or alterations shall be done in such manner as to provide that the greenhouse and any other public space affected by this Agreement remains accessible to all citizens, including the handicapped.

3. The CITY grants Paradigm RE the right to use the premises for a term of ten (10) years, commencing on June 1, 2010 or commencing at such earlier date as mutually agreed upon by the parties. Provided the Paradigm RE is not in default on any terms and conditions, Paradigm RE shall have the option to extend the License Agreement for up to two (2) additional five-year terms, subject to all the terms and conditions of the Lease. Paradigm RE must notify the Church Street Marketplace District Commission (hereinafter the "Marketplace Commission") of its intentions to exercise such option not less than 180 days nor more than one year prior to the expiration of the license agreement.

4. For the rights granted pursuant to this Agreement, Paradigm RE shall pay the CITY according to the following schedule:

A. Property Taxes.

For the term of this License Agreement the appropriate fiscal year Property Taxes payable on the Property tax payment schedule set by the City Charter shall be due and payable by Paradigm RE to the CITY.

B. Common Area Fees.

The computation for common area fees shall include all elements applied by the Marketplace Commission in the setting of Common Area fees for Marketplace properties on Church Street. For the term of this License Agreement the appropriate fiscal year common area fee payable on the common area fee payment schedule set by the City Charter shall be due and payable by Paradigm RE to the CITY.

C. License Fees.

For the initial term of this License Agreement, Paradigm RE shall pay the CITY a license fee of \$12,000.00 (Twelve Thousand and 00/100 Dollars) U. S. per twelve (12) month period to be paid in advance in equal consecutive monthly installments of \$1,000.00 (One Thousand and 00/100 Dollars) U.S. due and payable on the first day of each month beginning on June 1, 2010 or such earlier commencement date as mutually agreed by the parties. The license fee shall be increased by 3% each year effective with the payment due on the first anniversary of the commencement date, 2011 and annually thereafter.

D. Formula Negotiation.

In the event that the formula used to determine the common area fees for Church Street property owners for any fiscal year during the term of this Agreement is changed such that a simple mathematical calculation of the amounts due CITY from Paradigm RE for the rights granted hereby cannot be made, the parties agree to negotiate the amounts owed CITY for such year or years which amount(s) shall not be less than the amount(s) paid for the preceding fiscal year.

E. Nonpayment.

Nonpayment of any amounts due CITY pursuant to this Agreement shall immediately subject all amounts owed to a five (5%) percent penalty, plus one (1%) percent additional for each month the amount(s) remain(s) unpaid. Any amounts owed with penalty thereon for a period in excess of one year shall be increased by an additional eighteen (18%) percent penalty applied annually to the total amount so owed.

F. Delivery of Payments.

All payments to CITY pursuant to this Agreement shall be by check made out to the City of Burlington and delivered to the Marketplace Commission offices.

5. Paradigm RE shall maintain in effect throughout the term of this Agreement public liability insurance providing for a minimum of One Million (\$1,000,000) Dollars per person, Two Million (\$2,000,000) Dollars per accident, and One Million (\$1,000,000) Dollars for property damage, which insurance shall cover any accident, injuries or damages suffered on, about or within the premises affected by this Agreement.

6. Paradigm RE shall at all times prior to the termination of this Agreement and to the delivery to CITY of sole control of the public right-of-way and interior of the publicly-owned building affected by this Agreement, indemnify CITY against all liability, loss, cost, damage or expense sustained by CITY, including attorney's fees and other expenses of litigation arising:

a. on account of or through the use of the public right-of-way and/or publicly owned space affected by this Agreement and/or improvements and/or alterations constructed thereon or therein by Paradigm RE or by any other person;

b. arising out of or directly or indirectly due to any failure of Paradigm RE in any respect promptly and faithfully to satisfy its obligations under this Agreement.

Paradigm RE also shall, at all times prior to expiration or sooner termination of this Agreement and the return to CITY of possession of the premises affected hereby, indemnify CITY against all liens and charges of any and every nature that may at any time be established against the premises or any improvements thereon or therein or any part thereof as a consequence, direct or indirect, of any act or omission of Paradigm RE or as a consequence, direct or indirect, of the existence of Paradigm RE's interest under this Agreement.

7. Paradigm RE shall not, during the term hereof, maintain on the premises, commit or permit the maintenance or commission of any nuisance or violation of any applicable City ordinance, state or federal statute, or controlling bylaw, regulation or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended or otherwise put into effect during the term of this Agreement.

8. Paradigm RE shall have the right at its own expense from time to time during the term of this Agreement to improve or alter any portion of the premises provided that any such improvement(s) or alteration(s) shall be made in a workmanlike manner and in compliance with all applicable federal, state and municipal laws and regulations. Prior approval for any such improvement or alteration shall first be obtained in writing from the Marketplace Commission as well as any other necessary City board, commission or entity.

9. All improvements or alterations erected or made to the premises shall, on expiration or sooner termination of this Agreement, belong to the City without further compensation to Paradigm RE.

10. Paradigm RE shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express written consent of the Marketplace Commission, which consent will not be unreasonably withheld so long as the premises are to be used exclusively for retail clothing and apparel business operations. Consent to the use of the premises for any other purpose is subject to the discretion of the Church Street Marketplace District Commission. Any unauthorized action in violation of this provision shall be void, and shall terminate at CITY'S option Paradigm RE's rights pursuant to this Agreement.

11. This Agreement is made on the express condition that if Paradigm RE shall default in the performance of any terms and conditions of this Agreement and the default shall continue for ten (10) days after written notice of non-payment of fees or charges or for thirty (30) days after written notice of any other default in meeting its obligations hereunder is given by CITY to Paradigm RE, then and in either event CITY shall have the option to declare this Agreement ended and to take possession of the premises. In the event that CITY gives written notice to Paradigm RE of its option to declare this Agreement ended, Paradigm RE shall cease commercial use of the premises within seven (7) days from receipt of such written notice. Paradigm RE shall vacate the premises not less than 30 days thereafter. In the event that CITY terminates the rights of Paradigm RE pursuant to this Agreement for default in the performance of any terms and conditions of this Agreement, then Paradigm RE shall be responsible to reimburse CITY for all of CITY'S resulting costs including removal costs, attorney's fees, litigation fees, sheriff's fees, etc., arising from CITY'S availing itself of its rights pursuant to this Agreement.

12. Paradigm RE shall be responsible for the following costs, including but not limited to:

- a. wages and salaries of all employees engaged in operation and maintenance of the premises, including taxes, insurance and benefits relating thereto;
- b. all supplies and materials used in operation and maintenance of the premises;
- c. cost of water, power, heating, lighting, air-conditioning and ventilating the premises;
- d. cost of all maintenance and service agreements on equipment, including alarm service and window cleaning;
- e. cost of casualty and liability insurance applicable to the premises and Paradigm RE's personal property used in connection therewith;
- f. all taxes and assessments and governmental charges whether federal, state, county or municipal;
- g. cost of repairs and general maintenance.

13. CITY shall not be liable to Paradigm RE for losses due to theft, burglary or other casualty or for damages done by unauthorized persons on the premises.

14. Paradigm RE shall maintain the premises in a manner which befits the appearance of the Church Street Marketplace, as regulated by the Marketplace Commission. If failure to perform maintenance in the manner deemed appropriate by the Marketplace Commission shall continue for thirty (30) days after written notice thereof, the Marketplace Commission may contract with others for maintenance of the premises. In such event, Paradigm RE shall be responsible for all such costs, payable to CITY on demand. In the event, however, where the Marketplace Commission has rejected a storefront presentation on the grounds that it does

not befit the appearance of the Church Street Marketplace and there is a good faith disagreement as to the decision made by the Marketplace Commission, the parties may agree to nonbinding arbitration with costs shared by the parties in order to resolve said dispute.

15. Paradigm RE at its own cost shall repair or replace any damage or injury done to the premises, or any part thereof, caused by any reason. If Paradigm RE fails to make such repairs or replacements promptly, CITY may, at its option, make such repairs or replacements and Paradigm RE shall repay the cost(s) thereof, payable to CITY on demand.

16. If the premises and/or the rights granted pursuant to this Agreement shall be taken or condemned for any public purpose, by CITY or by any other appropriate governmental entity, to such an extent as to render the premises untenable, this Agreement shall, at the option of either party, forthwith cease and terminate.

17. In the event of holding over by Paradigm RE after expiration or sooner termination of this Agreement without the written consent of CITY, Paradigm RE shall pay as liquidated damages double license fees for the entire holdover period; the holdover period being defined as that period of time dating from termination of this agreement until such date as the CITY retakes sole possession of the premises. No holding over by Paradigm RE after the term of this Agreement shall operate to extend this Agreement. In the event of any unauthorized holding over, Paradigm RE shall indemnify CITY against all claims for damages by any other person with whom CITY may have entered a License Agreement for all or any part of the premises effective upon the termination of this Agreement. Any holding over with the consent of CITY in writing shall thereafter constitute this License Agreement a license agreement from month to month.

18. Force Majeure: Neither the City nor Paradigm RE shall be deemed in violation of this Agreement if it is prevented from performing any obligations hereunder by reason of strikes, boycotts, labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, severe weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control, and the party experiencing force majeure gives written notice to the other party identifying the nature of such force majeure, and when it began. The party experiencing force majeure shall take immediate action to attempt to remove such causes of force majeure as may occur from time to time and its operations under this Agreement shall be resumed immediately after such cause has been removed, provided that neither party shall be required to settle any labor dispute except upon terms that party deems acceptable. The suspension of any obligations under this section shall not cause the term of this Agreement to be extended and shall not affect any rights accrued under this Agreement prior to the occurrence of the force majeure. The party giving notice of the force majeure shall also give notice of its cessation.

19. This Agreement may not be altered, changed or amended except by an instrument in writing, signed by all parties hereto.

23. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking action in connection therewith, shall not waive such default but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

24. All prior agreements with respect to these premises are hereby superseded.

AGREED to at Burlington, Vermont this 10th day of MARCH, 2010.

CITY OF BURLINGTON

[Signature]
Witness

By: [Signature]
Duly Authorized Executive Director
CHURCH STREET MARKETPLACE DISTRICT
Commission

STATE OF VERMONT)
COUNTY OF CHITTENDEN, SS.)

At Burlington, this 10th day of MARCH, 2010 personally appeared
Ron Romano, Director of the Church Street Marketplace District Commission,
and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed
and the free act and deed of the City of Burlington.

Before me,

[Signature]
Notary Public

PARADIGM RE, LLC

[Signature]
Witness

By: [Signature]
Duly Authorized

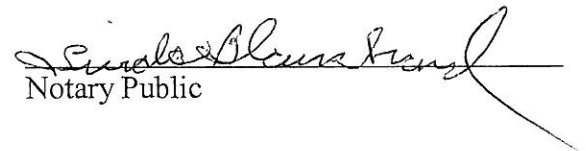
JAY DESAUVRELS of Paradigm RE, LLC, signs and enters into this Agreement individually as personal guarantor of the duties, responsibilities and obligations of Paradigm RE, LLC.



STATE OF VERMONT)
)
COUNTY OF CHITTENDEN, SS.)

At Burlington, this 10th day of March, 2010 personally appeared Jay
Desauvrels and he/she acknowledged this instrument, by him/her sealed and subscribed, to
be his free act and deed and the free act and deed of Paradigm RE, LLC.

Before me,


Notary Public

**RENEWAL OF LEASE AND
FIRST AMENDMENT TO LEASE**

This Lease Renewal Agreement and First Amendment to Lease ("First Amendment") made effective as of the [1st] day of [December], 2020 by and between the City of Burlington, through its Church Street Marketplace Department ("City") and Paradigm RE, LLC, ("Lessee") (collectively "the Parties").

I. Background:

On March 10, 2010 the City of Burlington, through its Church Street Marketplace Department entered into an agreement ("the Lease") with Paradigm RE, LLC, to Lease a portion of the City owned property located at 62 Church Street, Burlington, VT.

II. Renewal:

Pursuant to Section 3 of the Lease, the parties hereby renew the Lease for a term of five years, beginning on the date of execution of this First Amendment, and terminating on July 31, 2025.

III. Amendments:

NOW THEREFORE, in consideration of the Background described above and other good and valuable consideration, IT IS AGREED by and between the City and the Lessee as follows:

A. Pursuant to Section 19 of the Lease the Lease is hereby amended to add the following provisions:

Section 25. Additional Provisions.

Caption

The captions and headings in this Lease are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.

Third Party Beneficiaries

Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease, and do not create any rights for such third parties.

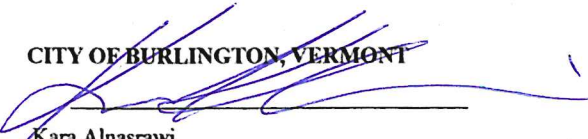
Public Records

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

XXX

CITY OF BURLINGTON, VERMONT

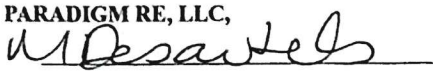
By:


Kara Alnasrawi

Director, Church Street Marketplace

PARADIGM RE, LLC,

By:



Melissa Desautels (Print Name)

Duly Authorized Agent

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("Second Amendment") made effective as of the [31st] day of [May] 2025 by and between the City of Burlington, through its Church Street Marketplace Department ("City ") and Paradigm RE, LLC, ("Lessee") (collectively "the Parties").

I. Background:

On March 10, 2010 the City of Burlington, through its Church Street Marketplace Department entered into an agreement ("the Lease") with Paradigm RE, LLC, to Lease a portion of the City owned property located at 62 Church Street. Burlington, VT. Pursuant to Section 3 of the Lease, the parties renewed the Lease for a term of five years, beginning on December 1, 2020, the date of execution of the First Amendment, and terminating on July 31, 2025.

II. Amendment

NOW THEREFORE, in consideration of the Background described above and other good and valuable consideration, IT IS AGREED by and between the City and the Lessee that Section 3 of the above-described agreement shall be amended as follows:

The parties hereby terminate the Lease as of May 31, 2025.

Section 25. Additional Provisions.

Caption

The captions and headings in this Lease are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.

Third Party Beneficiaries

Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties. and not to any third party. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease, and do not create any rights for such third parties.

Public Records

All records submitted to the City. whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Record, 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 sub section 317(c)(9) of the Vermont Public Record Act, shall be identified by Lessee, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that a document or record is proprietary. a trade secret. or otherwise exempt. Particular records, pages or sections that are believed to be exempt must be specifically identified as much 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

XXX

CITY OF BURLINGTON VERMONT

By:

Kara Alnasrawi
Director, Church Street Marketplace

PARADIGM RE, LLC

By:

_____ (Print Name)
Duly Authorized Agent

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Church Street Marketplace Submitter: Samantha McGinnis

Title/Subject: 62 Church Street Early Lease Termination

Approval Requested:

☐ Board of Finance

☒ City Council

☐ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

6/16/2025

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	Approved_ Kara Alnasrawi
Mayor's Office	Yes	6/10/2025	Approved_ Erin Jacobsen
Board/Commission	Yes	5/21/2025	Unanimous Support
City Attorney's Office for memo and contracts or legal documents	Yes	6/9/2025	Approved _ Emmett Wood
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	6/9/2025	Approved_ Emmett Wood
CAO for budget, financing, and memo	Yes	6/9/2025	Approved_ 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 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.)



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
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**
Title **Capital Programs Director**
Email Address **aparker@burlingtonvt.gov**
Telephone **802-734-0292**
Date Report Completed

Grand List Year: **2023**

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	OTV Total Acres 0.31	104.91
Homestead- Education		\$ 1,163,200	\$ 19,636,800	OTV Total Parcels 2	111
Non Residential- Education		\$ 41,249,700	\$ 102,490,820	Parcel Information (All Parcels)	
Total Education		\$ 42,412,900	\$ 122,127,620		
Taxable Values as of April 1		Cherry St - 2 Parcels	Full District	Current Acres	104.47
Municipal		\$ 30,297,700	\$ 151,646,900	Current Parcels	109
Commercial 120% Surcharge		\$ 3,253,740	\$ 12,285,500	Tax Rates Applied to the April 1 Grand List	
Homestead- Education			\$ 26,500,800		
Non Residential- Education		\$ 30,297,700	\$ 124,863,132		
Total			\$ 151,363,932		
Increase (Decrease) in Taxable Values (auto-calculated)		From 1996 Value	From 2010 Value	List Special Municipal Tax Rates	
Municipal		\$ 79,895,500	\$ 29,338,500		
Homestead- Education		\$ 18,473,600	\$ 6,864,000		
Non Residential- Education		\$ 61,241,120	\$ 22,372,312		
Total Education		\$ 79,714,720	\$ 29,236,312		
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			
Total TIF Revenue		\$ 2,467,277		Total Special Municipal Tax Rates	
				\$ 0.0005	
				Total Municipal (General Fund) & Special Rates	
				\$ 0.7528	

***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			\$ -	\$ -
Total:		\$ -	\$ 133,332	\$ 133,332

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."

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

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.

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:

- ☐ Board of Finance
☐ City Council
☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

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.



MEMORANDUM

TO: City Council

FROM: Community Service Manager Cassandra Stirling, Burlington Police Department

DATE: June 3, 2025

RE: Designation of Staff to Issue Municipal Tickets

The Burlington Police Department has hired a new Community Service Officer who will need to be issued an Officer Number by the Vermont Judicial Bureau in order to issue Municipal Tickets. In order for them to be issued an Officer Number, the City Council is required to designate the CSO as a Municipal Enforcement Officer. We would like to ask the City Council to designate CSO Lucas Nasta as a municipal enforcement officer.

Proposed Motion

To authorize Burlington Police Department to submit the attached designation form designating Lucas Nasta to the Vermont Judicial Bureau as a municipal official authorized to issue tickets for Burlington municipal code violations.

JUDICIAL BUREAU DESIGNATION OF MUNICIPAL OFFICIALS

NAME OF MUNICIPALITY: Burlington Police Department

Issuing Official:

Name: LUCAS NASTA

Title: COMMUNITY SERVICE OFFICER

Address: 1 NORTH AVE.

BURLINGTON, VT 05401

Telephone: 802-658-2700

Issuing Official:

Name: _____

Title: _____

Address: _____

Telephone: _____

Issuing Official:

Name: _____

Title: _____

Address: _____

Telephone: _____

Custodial Official Signature: /s/ Robert A. Parzych

Date: June 5, 2025

Provide a copy of the selectboard approval letter for any issuing officials.

Issuing officials (or town attorney) must appear at court hearings

4/2/2025

Board of Finance and City Council Submission Checklist

Department: Police Submitter: Shawn Burke + Cassandra Stirling

Title/Subject: Designation of CSO Staff to Issue Municipal Tickets

	Approval:	Meeting Date:
☐	Board of Finance	N/A
☒	City Council	6/16/2025
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/11/2025	S. Burke
Mayor's Office informed and approved memo	Yes	6/11/2025	E. Jacobsen
Board/Commission, if required	N/A		
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A		
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/11/25	H. McClenahan
CAO has reviewed budget, financing, and memo	Yes	6/11/2025	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A		
CIO, if an IT-related investment/purchase	N/A		

Materials Included

	Included?	Note
Final Memo Attached?	Yes	
Contract Attached, if applicable?	N/A	
Additional Materials, if necessary	N/A	
Draft Resolution or Motion?	Yes	In attached memo
If for submission to Council, are sponsors identified?	N/A	



OFFICE OF THE CLERK TREASURER

City of Burlington

City Hall, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000;

(802) 865-7014

MEMORANDUM

TO: City Council

FROM: Sarah Montgomery, Assistant City Clerk

CC: Katherine Schad, Chief Administrative Officer

DATE: June 16th, 2025

RE: Unlicensed Dogs and Wolf-Hybrids

20 V.S.A. § 3581 requires that all dogs or wolf-hybrids more than six months old shall annually, on or before April 1st, be registered with the Clerk's office in the municipality where the dog or wolf-hybrid is kept. Furthermore, 20 V.S.A. § 3590 requires the clerk to provide to the legislative body a list of dogs and wolf-hybrids that are not licensed. The attached list meets this requirement and is current as of June 5, 2025. The dogs included were licensed in 2024 but have not yet submitted a license application for this calendar year. Owners of these dogs were given notice of the expired license by mail and were given the opportunity to alert the Clerk's office if their dog is no longer with them.

Motion: To receive the communication and place it in the file.

Owner First Name	Owner Last Name	Dog Name
Grace	Andrews	Fflewddur
Bethany	Andrews-Nichols	Delta Moon
Samantha	Ayotte	Journey
Elise	Barry	Kamani
Kelly	Bean	Sweetie
MacKenzie	Beck	Mia
Susan	Blair	Bella
Tiffany	Bluemle	Frankie Peanuts
Ken	Bogdanowicz	Phoebe
Deb	Brow	Nellie
Rachel	Buel	Sheba
Michael	Burak	Ozymandias (Ozy)
Rachel	Burton	Ollie
Philip	Butler	Ivy
Erin	Callahan	Margo
Martha	Caswell	Coco
Emily	Cerciello	Arnold
Robert	Chamberlin	Reka
Nicole	Christman	Noel
Nicole	Christman	Ido
Michael	Cioffi	Müde
John	Clancy	JACOB
Diane	Clark	Beckett
Grover	Cleveland	Jancy
Minner	Conboy	Maya
Emma	Congdon	Prince
Jason	Cote	Lola
Angele	Court	Linus
Pasha	Cox	Soju
Randi-Lynn	Crowther	Lou
Ayana	Curran-Howes	Sugar
Signe	Daly	JAKI
Christopher	Damiani	Oscar
Wendy	Davis	Ella
Lauren-Glenn	Davitian	Daphne
Lia	D'Hemecourt	Blue
Aspen	Dobbins	Paeric
Alexis	Dowett	Lani
Dawn	Ducharme	Tundra
Cindy	Ducharme	Bodie
Juanita	Duque	Emma
Grace	Dusenberry	Rameses
Molly	Eaton	Root Beer

Owner First Name	Owner Last Name	Dog Name
Sara	Field	Cindy
Michaela	Finneran	Henry
MaryEllen	Fitzpatrick	Skylar
Sydney	Foster	Tulsi
Deborah	Fowler	Scout
Samantha	Frerichs	Miracle
Thomas	Friedman	Gertie
Riley	Galgon	Frida
Angela	Galyean	Julie
Kaitlin	Garrison	Ollie
Kirstin	George	Harley Jane
Erin	Goss	Cup
Daniry	Gossens	Parker
Daniry	Gossens	Charlie
Alec	Grant	Toad
Kaylah	Grant	Brooklyn
Gretchen	Gregoire	Willow
Rebecca	Grimm	Pepper
Theresa	Gruskos	Daisy
Isabelle	Gulick	Baker
Aliza	Guttman	Sasha
Christina	Hagood	Birdy
Valerie	Hamlin	Bella
Paul	Handy III	Bear
Derek	Hanson	Walter
Shirin	Hart	Roxy
Sarah	hasazi	Meadow
Elizabeth	Haycox	Csaba
Anna	Hazinski	Birdy
Michelle	Hobbs	Leia
Brianna	Hurst	Fox
Benjamin	Jacob	Iceberg
Adele	Johnson	Leo
Lauren	Jones	Ginger
Dominic	Kennett	Archie
Ethan	Kerzner	Stevie
Richard	Ketcham	Penny
Shannon	Kilpatrick	Flynn
Lilah	Krugman	Baxter
Risto	Laboski	May
Rachel	Lachman	Kita
Brittany	Lake	Clyde
Heather	Lambert	Sammy

Owner First Name	Owner Last Name	Dog Name
Randy	Lamore	Penelope
Jeremy	Lang	Roscoe
Ollie	Leibovich	Bones
Elizabeth	Leon	Muggsy
Jeanne	Lieberman	Pico
Stephanie	Low	Kanye
Rainamei	Luna	Louie
Amanda	MacFarlane	Porkchop
Sara	Mahon	Zola
Amandine	Mallet	Fluffy
Geoffrey	Mandel	Pickle
Andrea	Mason	Cupcake
Kerrie	Mathes	Moose
Petra	Maxwell	Leo
Ana	Mayhew	Charlie
Sam	McAlilly	Okie
James	McNamara	Aldo
Kristina	Mead	Joe
Nichole	Mello	Duke
mari	miceli	Indie
Robert	Michaelson	Quincy
Glenn	Miga	Daphne
Isabel	Monteith	Theodore
Kadira	Mostarlic	Buco
Rachel	Mullis	Zoe
Simon	Myles	Aoife
Mary	Nerino	Peter Nerino-Coyle
Karen	Newman	Somer
Samantha	Nielsen	Jackson
Racheal	Notto	Chloe
Casey	Olivero	Kush
John	Parent	Diamond
Rachel	Paz	Stu
Michelle	Peters	Igor
Ariana	Picchiello	Juniper
Catherine	Platt	Sunny
Megan	Porter	Wiley porter
Abbey	Pratt	Ruby
Allison	Provost	Dallas
Elizabeth	Provost-Heron	Rascal
Alison	Quigley	Rusty
Peninnah	Ragasa	Cebu
Lindsey	Rendall	Jack Attack

Owner First Name	Owner Last Name	Dog Name
Lindsey	Rendall	Stella
Stacia	Rice	Babe
Sara	Richard	Jovie
Stacey	Rider	Miss Daisy
Jake	Rifken	Gomez
Margaret	Rose	Winnie
Sarah	Rose	Foxy
Sarah	Rothenberg	Tahoe
Melinda	Rouille	Ginger
Jessica	Roupe	Coco Roupe
Sean	Rousseau	Luna
Andrew	Rowan	Winks
Georgie	Rubens	Louie
Corey	Russell	Rex
Gabriela	Sarriera Valentin	Richard
Lauren	Schweppe	Daisy
Anna	Scoppettone	Ruby
Henry	Severance	Cleo
Daniel	Shaffer	Maple (fka Alice)
Candace L.	Smith	Pepper
Zachary	Smith	Marley
Steven	Steinway	Mowgli
Adam	Stevenson	Bear
Erin	Streeter	Rusty
Eric	Svensson	Ripken
Eric	Svensson	Myra
Daniel	Tomaino	Pneuma
Laura	Toolin	Bo
Gabrielle	Trudeau	Finn
Cameron	Ulmer	Archie
Kacy	Van Clief	Terra
Jason	Van Driesche	Jake
Steph	Volkmar	Reamus
Barbara	Wager	Genevieve
Justin	Walters	Bucky
Stephanie	Waters	Maya
Heather	Weeks	Winston
Anna	White	Bowie
Samantha	Williams	Gemma
Mariella	Wretman	Mikko
Matthew	Zenie	Lou

Board of Finance and City Council Submission ChecklistDepartment: CT Submitter: Sarah MontgomeryTitle/Subject: List of Dogs and Wolf Hybrids not licensed

	Approval:	Meeting Date:
☐	Board of Finance	NA
☒	City Council	6/16/2025
☐	Concurrent	NA

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	6/6/2025	Katherine Schad
Mayor's Office informed and approved memo	Yes	6/11/2025	Erin Jacobsen
Board/Commission, if required	N/A		
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A		
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/10/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	6/6/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A		
CIO, if an IT-related investment/purchase	N/A		

Materials Included

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

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

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.

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.

~~11.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.~~ —“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 (2nd) 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 (1st) day of each calendar month during the Term. If the Rent Commencement Date does not fall on the first (1st) day of a calendar month, Lessee shall pay to the City, on or before the Rent Commencement Date, Rent prorated for the first (1st) 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 (1st) 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 Facilities~~Leased 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 of 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)~~ three (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 ~~in~~ 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 ~~Release~~ 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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- (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.

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

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NONAERONAUTICAL FACILITY LEASE AGREEMENT

THIS NONAERONAUTICAL FACILITY LEASE AGREEMENT (this “Agreement”) effective as of this _____ day of _____, 2025 (the “Effective Date”), by and between the CITY OF BURLINGTON, VERMONT, a municipal corporation under the laws of the State of Vermont, located in Chittenden County, Vermont (the “City”), and BETA TECHNOLOGIES, INC., a Delaware corporation (“Lessee” and, together with the City, the “Parties” and each a “Party”).

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 I DEFINITIONS

Section 1.1 Definitions.

- A. “Agreement” shall have the meaning set forth in the Preamble.
- B. “Airport” shall mean the Patrick Leahy Burlington International Airport located in South Burlington, Vermont.

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 (2nd) 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 (1st) day of each calendar month during the Term. If the Rent Commencement Date does not fall on the first (1st) day of a calendar month, Lessee shall pay to the City, on or before the Rent Commencement Date, Rent prorated for the first (1st) 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 (1st) 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 cleanup and remediation due to the environmental condition or cleanup 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



freeman | french | freeman
81 Maple Street • Burlington VT 05401
802-465-4184 • www.fffinc.com
Architecture • Planning • Interiors

25 Customs Drive
PATRICK LEAHY BURLINGTON
INTERNATIONAL AIRPORT

SOUTH BURLINGTON, VT

FF PROJECT NO: 2501

ORIGINATOR: SCALE:
03/07/2025 1/8" = 1'-0"

DRAWN BY: CHECKED BY:
JG AH

SHEET NO:

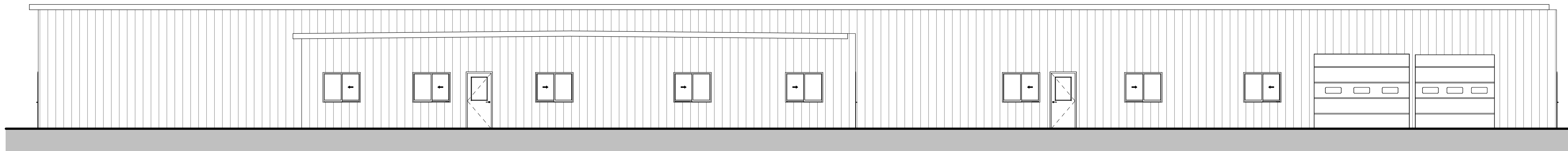
SHEET CONTENT:

EXISTING PLAN &
ENTRY
ELEVATION

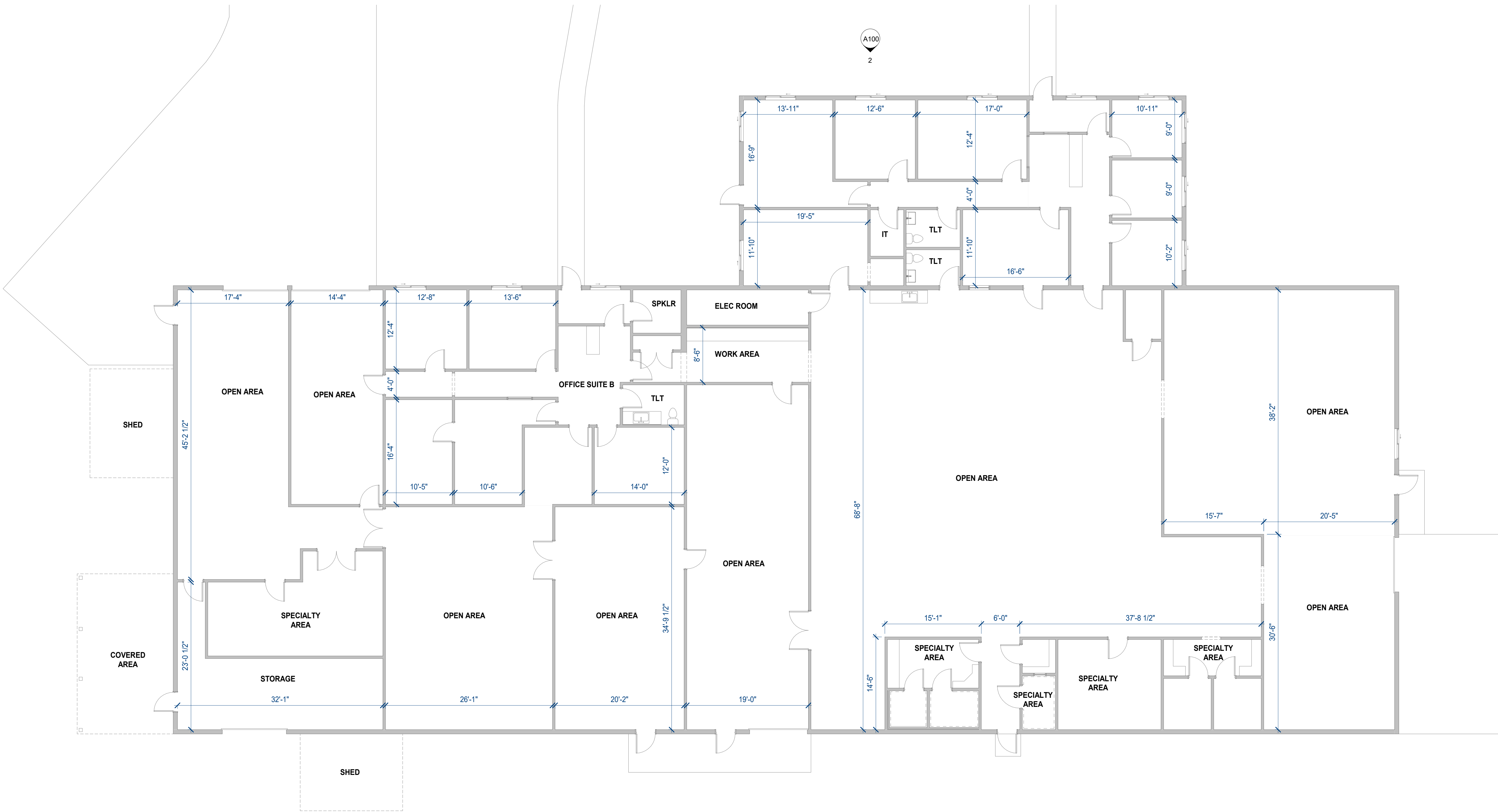
SHEET NO:

A100

© 2022 Freeman French Freeman Inc.



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

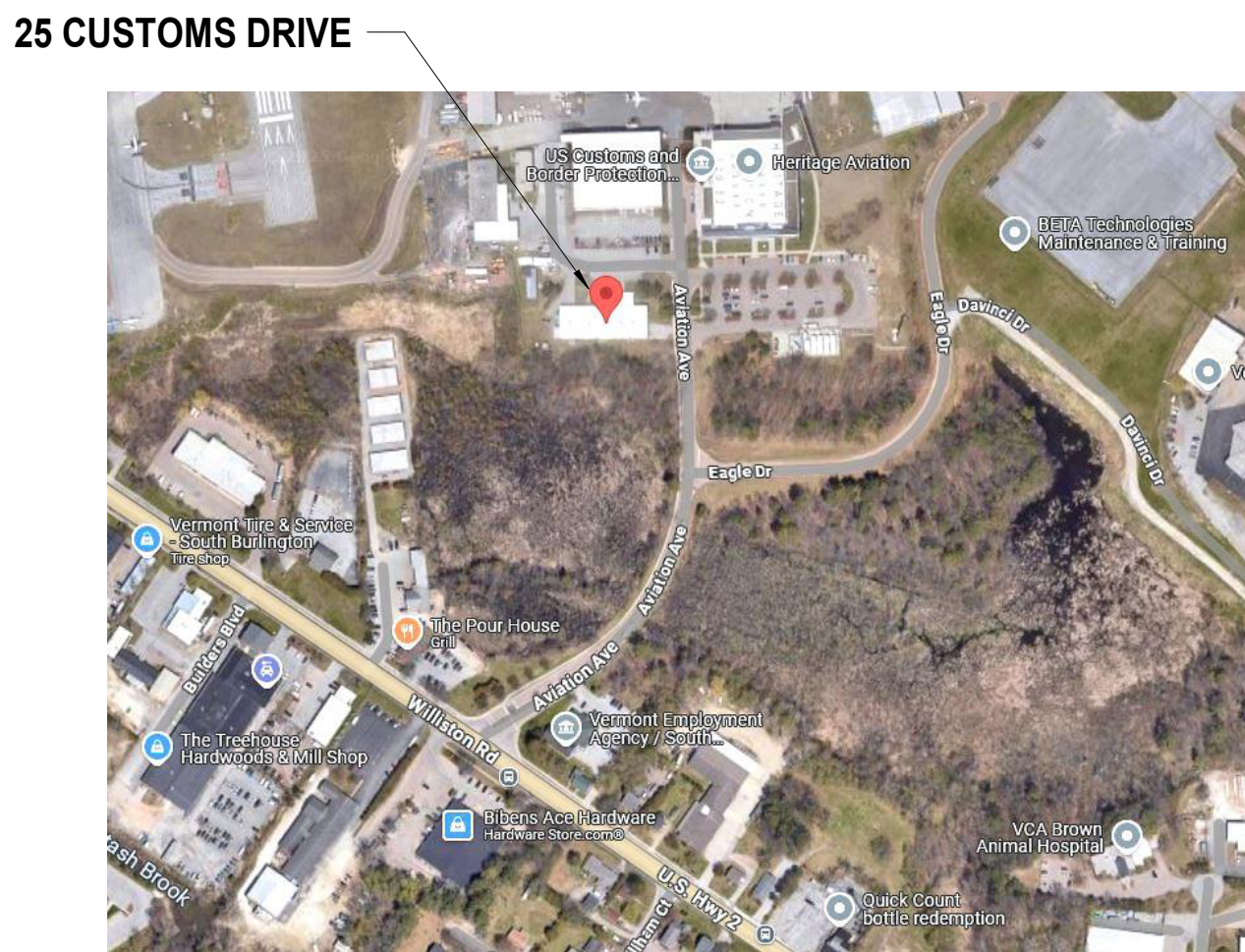
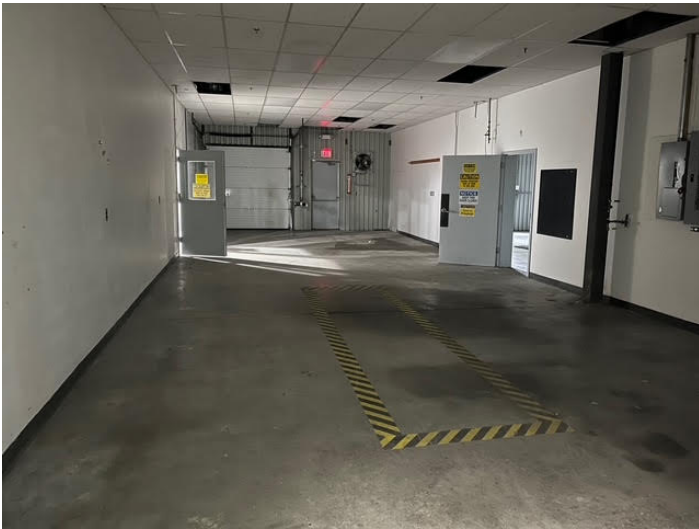
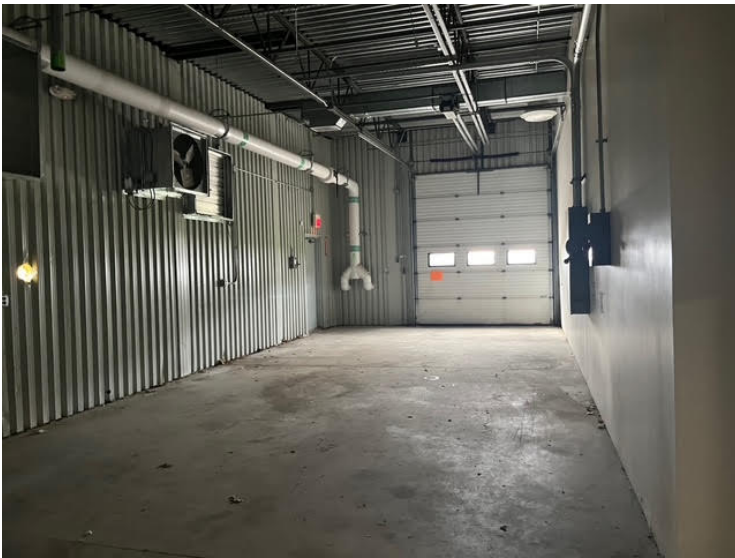
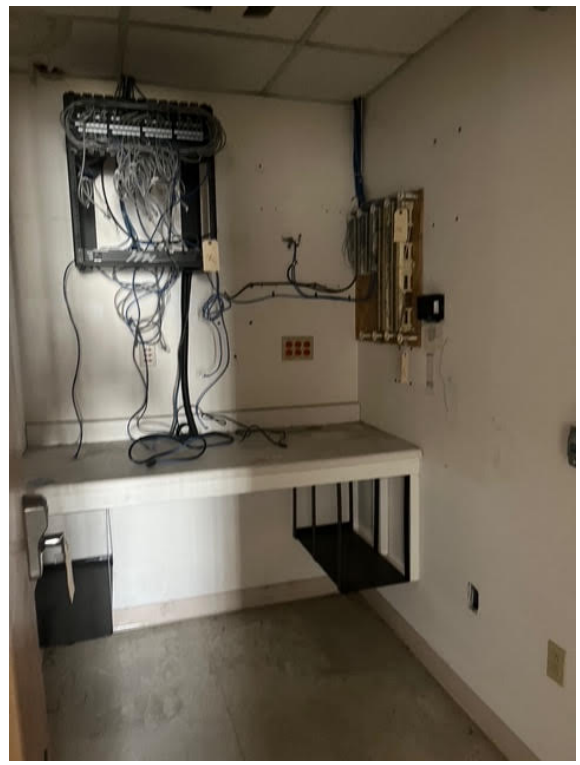


EXHIBIT B

Leased Premises Existing Conditions as of May 5, 2025









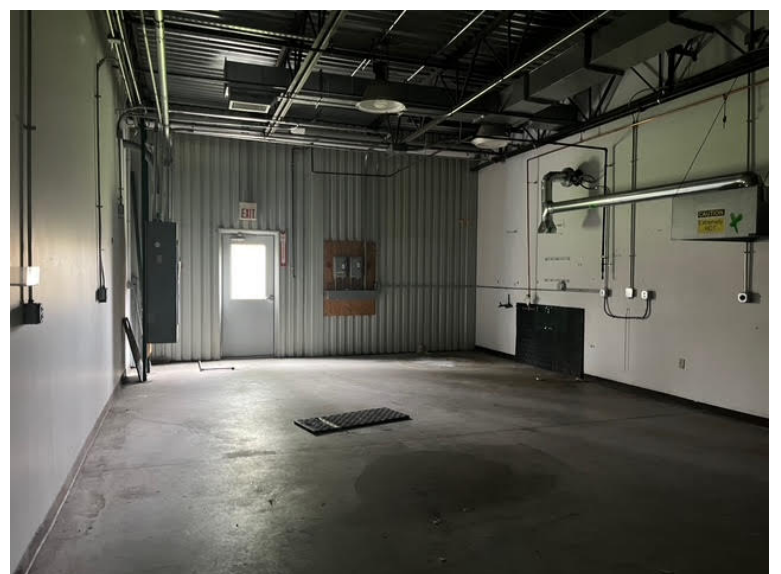


EXHIBIT C

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.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Airport Submitter: Nicolas Longo
Request to execute a Non-Aeronautical Facility Lease Agreement with Beta
Title/Subject: Technologies for an industrial building located at 25 Customs Drive

Approval Requested:

- ☐ Board of Finance
☐ City Council
☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

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	5/23/2025	Nicolas Longo
Mayor's Office	Yes	5/28/2025	Erin Jacobsen
Board/Commission	Yes	5/28/2025	Airport Commission
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	5/27/2025	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.

Lori Olberg

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Thursday, May 29, 2025 5:18 PM
To: burlingtontownclerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

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

You are receiving this message because you have been signed up to receive email notifications via the Vermont Agency of Natural Resources' Environmental Notice Bulletin (ENB). These notifications are intended to inform you of environmental activities relevant to your town or organization based on location or activity type.

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To modify the subscription, please contact the staff person listed on the individual activity page or the ENB Administrator at anr.enbadministrator@vermont.gov.

Regards,
ENB Support
Vermont Agency of Natural Resources

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status
Municipal Separate Storm Sewer System General Permit 3-9014 (MS4 GP): Notice of Intent	MS4 City of Burlington	7022-9014.ARAR1	City of Burlington	Burlington	A final action for this activity has been reached and may be reviewed by visiting the ENB. The appeal period is open for 30 days following the final decision date.	2025-05-29	Final Decision Reached - Appeal Period

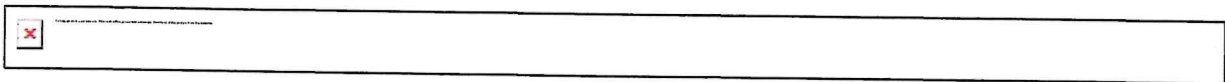
Lori Olberg

From: VLCT News <info@vlct.org>
Sent: Friday, May 30, 2025 12:11 PM
To: Lori Olberg
Subject: Reminder: Road Salt Contracts, Lister & BCA Deadlines, Your Piece of Opioid Funds, and more

For more information,
 visit our website,
 contact the City Clerk's Office

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[News](#) [Resources](#) [Events](#) [Advocacy](#) [Jobs](#)



At a virtual meeting on 6/9 from 1:00 PM to 2:00 PM, representatives from the Attorney General's Office, the Vermont Opioid Abatement Fund Committee, and VLCT will address questions from towns and cities about the amount of money their municipality will receive as their share of the state's opioid settlements and permissible uses of that money. To register, email Jill Abrams of the Office of the Attorney General at jill.abrams@vermont.gov.

Announcements & Updates

Want to Get In on a BGS Road Salt Contract?

Vermont Buildings and General Services (BGS) is requesting that any town interested in buying road salt through the state of Vermont's road salt contract in future years express interest by 6/6.

Starting 7/1: Certain Job Postings Must Include Pay or Pay Range

This provision in Act 155 of 2024 reflects a growing view that pay transparency not only works to reduce wage disparities but also helps employers attract and retain talented workers.

TULIPs are for Renters of Municipal Property

Tenant User Liability Insurance Policies are a convenient way to transfer the risk of your municipality being sued for something that happens during an event when a municipal location is being rented by a private individual or group.

This Week's Legislative Report Will Arrive on Wednesday

The normal delivery date of the *VLCT Weekly Legislative Report* has been adjusted due to the Monday holiday and how quickly things are moving in the legislature these days.

New Resources

Lister and Board of Civil Authority Deadlines

Using this online list can help simplify your tax assessment appeal process.

Selectboard Curriculum

Lori Olberg

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Friday, May 30, 2025 5:19 PM
To: burlingtontownclerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

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

For complete information /
 additional text, please
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Regards,
 ENB Support
 Vermont Agency of Natural Resources

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status
Corrective Action Plan	Simon's Downtown Quick Stop	951877	Bryan Gamache	Burlington	A final action for this activity has been reached and may be reviewed by visiting the ENB. The appeal period is open for 30 days following the final decision date.	2025-05-30	Final Decision Reached - Appeal Period
Stormwater Runoff from Construction Sites General Permit 3-9020 (CGP) for Moderate Risk Projects: Notice of Intent	Manhattan Drive Stormwater Outfall Improvements	8398-9020.1	City of Burlington	Burlington	Minor information related to this activity has been changed. This could be a change to: permit/other ID; Activity Name; Staff Contact; Activity Description; and/or SPAN number. Please visit the ENB to view the changes	2025-05-30	In Review

Lori Olberg

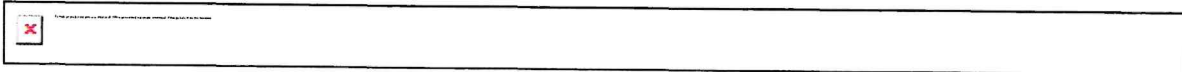
From: VLCT Weekly Legislative Report <info@vlct.org>
Sent: Monday, June 2, 2025 2:45 PM
To: Lori Olberg
Subject: June 2, 2025

'25 JUN 2 PM2:54

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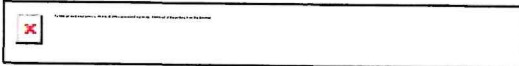
[Click here to view this email as a web page.](#)



Unable to find consensus on education transformation, the legislature has entered a 'token session' and will not reconvene again until the veto session, which is already scheduled to begin on June 16. Before gaveling out late Friday night, both chambers passed the most significant investment in municipal infrastructure in state history. In this [Weekly Legislative Report](#), we will recap the final, dramatic hours of the regular session and break down the historic housing bill S.127.

As always, [please stay in touch](#). We want to hear your ideas, feedback, and concerns.

[Read the Weekly Legislative Report](#)



Wrap-Up Advocacy Chat

Be sure to join us on **Monday, June 23 at 1 PM** for this session's Wrap-Up Advocacy Chat.

[Register now!](#)

In this chat you'll hear the results of the mid-June veto session. We are always interested in learning your concerns about legislation. You can also view previous Advocacy Chats.

[This week at VLCT](#)
>>>

[Opioid Settlement Info](#)

[Vermont Town
Careers Broaden Your
Reach](#)

[TULIPs to Transfer
Municipal Risk](#)



[Manage Your Preferences](#)

Email mailings@vlct.org to subscribe or [unsubscribe](#) from the *Weekly Legislative Report*.

Lori Olberg

From: VLCT Events & Trainings <info@vlct.org>
Sent: Tuesday, June 3, 2025 7:38 AM
To: Lori Olberg
Subject: June VLCT Training

For complete information, please
 additional text, please
 contact the City Clerk's Office

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

June Training & Events

Have you been struggling to keep track of all the events, chats, meet-ups, and trainings VLCT offers? You can use this email, which arrives the first Monday of each month, to plan what you'd like to attend.



MON	TUE	WED	THU	FRI
6/2	6/3	6/4	6/5	6/6
	10 - 11:30 AM Grant Basics: Developing and Funding the Project	12 PM - 1 PM Money Matters: Setting the Tax Rate	9 AM - 2:30 PM Risk Management for Highway Supervisors - South (In Person)	
6/9	6/10	6/11	6/12	6/13
	1 PM - 2:30 PM Are You Ready for Your Next Disaster?	10 - 11:30 AM Vermont Land Use Review Board Overview 5:45 - 7:30 PM Chittenden County Selectboard Meet-Up (In Person)		8 AM - 3 PM 2025 Vermont Local Officials Golf Outing (Sold Out)
6/16	6/17	6/18	6/19	6/20
		12 PM - 1 PM Legal Lunch: Land Use/ Planning & Zoning	Juneteenth VLCT Holiday	

Lori Olberg

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Tuesday, June 3, 2025 5:19 PM
To: burlingtontownclerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

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Regards,
 ENB Support
 Vermont Agency of Natural Resources

25 JUN 5 AM 9:18

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status
Stormwater Runoff from Construction Sites General Permit 3-9020 (CGP) for Moderate Risk Projects: Notice of Intent	Manhattan Drive Stormwater Outfall Improvements	8398-9020.1	City of Burlington	Burlington	A draft decision for this activity has been reached and may be reviewed by visiting the ENB. Comments may be submitted through the ENB when the public comment period is open. The administrative record set for this activity has been modified. Please visit the ENB to view the activity profile. The Department is now accepting public comments	2025-06-03	Draft Decision - Public Comment Period

FOR INFORMATION ONLY

Lori Olberg

From: The Vermont Department of Housing and Community Development
<accd.dhcd@vermont.gov>
Sent: Wednesday, June 4, 2025 4:23 PM
To: Lori Olberg
Subject: Housing Success, New Historic Markers, Vermont Days

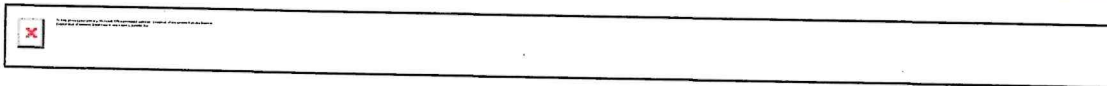
For complete information of
additional text, please
contact the City Clerk's Office

'25 JUN 5 AM 9:18

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AGENCY OF COMMERCE AND COMMUNITY DEVELOPMENT [View this email in your browser.](#)

Department of Housing and Community Development
JUNE 2025



COMMENTS FROM THE COMMISSIONER

Hello, and welcome to June.

We kick off summer with a major breakthrough at the statehouse that will support the introduction of new housing across Vermont. On Friday, May 30th, after months of debate, the legislature passed a housing-focused project-based TIF program named the Community & Housing Infrastructure Program (CHIP) which will authorize infrastructure projects of up to \$200M each year over the next 10 years. Governor Scott has S. 127, which contains CHIP among other items, and is doing a deep dive to determine whether he will sign it into law.

Leading up to this legislative session, the Administration and DHCD placed a great deal of emphasis on the need to fund and finance infrastructure to support housing development. This focus is borne of the recognition that one of the greatest barriers to housing development and one of the biggest cost drivers is installing infrastructure to support housing – such as new roads, sidewalks, water or wastewater systems, telecommunications, flood preparedness infrastructure, and more. As such, the Administration proposed a project-based form of Tax Increment Financing (TIF) to provide communities large and small with a more accessible and flexible version of this impactful financing tool. I want to thank and applaud the legislature for embracing this idea and passing CHIP. Supporting housing

Lori Olberg

From: Katelyn Esterby <katelyn.esterby@krebsandlansing.com>
Sent: Thursday, June 5, 2025 5:55 PM
To: Act250 - Essex; Aaron.Brondyke@vermont.gov; act250.agenda@vermont.gov; tloescher@materchristischool.net; Greg Dixon; mfarley@materchristischool.net; tarynb@duncanwisniewski.com; cherylh@duncanwisniewski.com; Benjamin Traverse; Andrew Montroll; permitting@ccrpcvt.org; anr.act250@vermont.gov; burlingtontownclerk; Sarah Montgomery; Lori Olberg; barry.murphy@vermont.gov; PSD.VTDPs@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov; ACCD.ProjectReview@vermont.gov; James.eikenberry@usda.gov; info@winooskinrcd.org; john.gobeille@vermont.gov; toni.mikula@vermont.gov; josh.castonguay@greenmountainpower.com; efficiency@vermontgas.com; pics@veic.org
Subject: 4C1361 Mater Christi - Act 250 Additional Documents
Attachments: Mater-Christi_COS_2025-06-05.pdf

For information only. If you need additional text, please contact the City Clerk's Office.

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

We have submitted additional documents in support of Mater Christi Act 250 Application #4C1361. These have been uploaded to the GlobalScape site in a folder titled "4C1361 06-05-25" and will be posted to the Act 250 database by District staff.

Best regards,

Katelyn Esterby
Krebs & Lansing Consulting Engineers, Inc.
164 Main Street, Suite 201
Colchester, Vermont 05446
(802) 878-0375
Katelyn.Esterby@krebsandlansing.com | www.krebsandlansing.com

Lori Olberg

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Friday, June 6, 2025 5:27 PM
To: burlingtontownclerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

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Regards,
 ENB Support
 Vermont Agency of Natural Resources

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status
Individual Stormwater Discharge Permit (INDS)	Champlain Elementary School	8486-INDS.A	Burlington School District	Burlington	A draft decision for this activity has been reached and may be reviewed by visiting the ENB. Comments may be submitted through the ENB when the public comment period is open. The administrative record set for this activity has been modified. Please visit the ENB to view the activity profile. The Department is now accepting public comments	2025-06-06	Draft Decision - Public Comment Period

Lori Olberg

From: VLCT News <info@vlct.org>
Sent: Tuesday, June 10, 2025 3:48 PM
To: Lori Olberg
Subject: Act 250's Land Use Review Board, Advocacy's Wrap-Up Chat, Highway Hiring, and more

For complete information /
 additional text, please
 contact the City Clerk's Office

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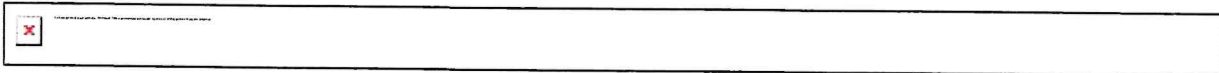
[News](#)

[Resources](#)

[Events](#)

[Advocacy](#)

[Jobs](#)



Read the Vermont Land Use Review Board (LURB)'s Draft Framework and Guidance on Applying for Act 250 Exemptions to begin evaluating whether your municipality may qualify for Tier 1A status as defined in Act 181 of 2024. The LURB seeks comments, questions, or other feedback on Tier 1A before 6/20. We recommend also attending our 6/11 LURB Overview webinar listed in the Events Calendar below.

Announcements & Updates

The Updated Vermont Zoning Administrator's Handbook

This useful guide has current statutes, case law, and special topics such as accessory dwelling units; information about day-to-day aspects of the position; zoning administration and enforcement principles; and how to apply the principles to common issues.

Starting 7/1: Certain Job Postings Must Include Pay or Pay Range

This provision in Act 155 of 2024 reflects a growing view that pay transparency not only works to reduce wage disparities but also helps employers attract and retain talented workers.

FEMA Fire and Emergency Response Grants Open for Applications

SAFER and Fire Prevention and Safety grant programs help you build or maintain volunteer and staffing levels and enhance your fire prevention efforts. Apply by 5 PM on 7/5.

June Compliance Reminder: EEO-4 Reporting

State and local governments with 100+ employees are required to submit demographic workforce data (race/ethnicity, sex, job category, and salary band) to the U.S. Equal Employment Opportunity Commission every two years. Acrisure monitors all updates about the 2025 EEO-4 data collection schedule and will notify VLCT members as soon as the next filing window opens. *(Sponsored content)*

In Case You Missed It

The U.S. continues to make progress every day in the fight against cancer. Beginning 12/30/25, group health insurance plans will be required to cover follow-up imaging and patient navigation services for breast and cervical cancer screening at no cost. This expanded coverage will support more comprehensive prevention and earlier detection for many individuals. *(Sponsored content)*

CITY OF BURLINGTON

ORDINANCE _____

Sponsor: Parks, Arts & Culture

Committee (PACC)

Public Hearing Dates: _____

In the Year Two Thousand Twenty-Five

First reading: _____

Referred to: _____

Rules suspended and placed in all

stages of passage: _____

Second reading: _____

Action: _____

Date: _____

Signed by Mayor: _____

Published: _____

Effective: _____

An Ordinance in Relation to

An Amendment to Appendix D, Sections 1 and 4, Updating Parks
Rules and Regulations

It is hereby Ordained by the City Council of the City of Burlington as follows:

- 1 That Appendix D, Rules and Regulations of the Burlington Parks and Recreation Department, of the Code of
2 Ordinances of the City of Burlington be and hereby is amended by amending Section 1 and Section 4,
3 thereof to read as follows:

4 | 1 Park reservation and special use policy.

5 (A) *General Statement:* The department of parks and recreation will make park properties and facilities
6 available to the public on a first-come-first-served basis. Certain areas and facilities may be available for special
7 use on a reservable and exclusive-use basis. Special use of areas and facilities must be compatible with the
8 department's overall policy of appropriate and equitable use and wise land management. Specific policies and
9 regulations have been developed as detailed in subsections (C) through (I), which cover many of these special
10 uses. Any request for park use which is not detailed in subsections (C) through (I) must be submitted to the
11 ~~board of parks and recreation commissioners~~ Parks Commission for consideration.

12 The policies and procedures for park special use and required permits as stated herein are exclusive of
13 contractual agreements in excess of four (4) days which are generally associated with seasonal concessionaires
14 ~~and the operation of the Gordon H. Paquette Municipal Arena and the North Beach Campground.~~

15 (B) *Objectives:* The objectives of the park reservation and special use policy as detailed herein is to define the
16 purpose for which park areas and facilities may be used, appropriateness and conditions of use, scheduling
17 requirements and priorities, permit requirements and applicable charges for services and facilities provided by
18 the department. An individual might require more than one permit, depending on the activity.

19 (C) *Types of Park ~~Special Use~~ Permits:*

20 (1) ~~Standard form — Park special use~~ General Park permit;

21 A group of twenty or more who use a park area or facility

22 (2) Approved schedules submitted by recognized youth or adult sports leagues, Burlington City
23 governmental divisions or recognized annual concert series.

24 (3) ~~Contract agreement.~~ Reservation Permit

An Ordinance in Relation to An Amendment to Appendix D sections 1 and 4, Rules and Regulations of City Park

Included as part of a facility rental

~~(4) Park entertainer's license. Videography and photography permit (commercial use)~~

Any use of videos, drones, or photography for commercial purposes in city parks.

(5) Programs in Parks Permit

For any commercial program or instruction in parks

(6) Officiants Permit

For Officiants who charge to perform weddings and civil ceremonies in parks

(7) Neighborhood Park Permit

For neighborhood focused events sponsored by residents, neighborhood businesses, or non-profits

(8) Rally/demonstration permit

For demonstrations in parks

(9) Bike Path Permit

For use of the Burlington Greenway for an event

(D) *Conditions Requiring Park Special Use Approvals* ~~Permits~~: A park special use ~~permit~~ approval by the Parks Commission is required if one or more of the following conditions exist.

~~(1) A group of individuals of twenty (20) or more who use a park area or facility.~~

~~(2) Reservation and exclusive use of a park area or facility for a specific time and date or on a continued scheduled basis.~~

~~(3) Use of park area or facility for an event open to the public.~~

~~(4) Use of park area or facility for commercial or fund-raising purposes, including, but not limited to, the sale of goods and services, solicitation of monies, sale of tickets or games of chance, and the use of park areas or properties to conduct an activity where the exchange of money for a product or service does not occur directly in the park, such as mass media advertising or photography.~~ Officiant and Program Permits, while commercial, do not require Park Commission approval.

~~(5) The conduction of a sports tournament or event where individuals or teams are charged a fee to participate or spectate.~~

~~(6) Use of park area for park entertainers where donations may or may not be solicited.~~

An Ordinance in Relation to An Amendment to Appendix D sections 1 and 4, Rules and Regulations of City Park

(2) Fundraising

(3) Amplified Sound

Any sound created by the use of sound amplification equipment associated by an event beyond what is permitted in Section H.

(E) *Rules and Regulations Concerning Park ~~Special-Use~~ Permits:*

(1) Park special use permits will be issued to responsible persons eighteen (18) years of age or older.

(2) Persons representing organizations, institutions or businesses must be an authorized representative and accountable for any personal or property damage arising from the activities of the group and for the conduct of those in the group.

(3) Payments associated with ~~standard form park special-use~~ permits must be made at the time the permit is issued.

~~(4) Standard form park special-use permits must be picked up at least twenty-four (24) hours before the scheduled use. Permits associated with Saturday and Sunday use must be picked up by 12:00 noon of the preceding Friday. Permits not picked up prior to established deadlines will be voided upon department discretion.~~

~~(54) Requests for adjustments to park permits may be made by the applicant forty-eight (48) hours prior to scheduled use without liability. Refunds for cancellations follow the department refund policy. Park reservations and permits may be canceled by the applicant forty-eight (48) hours prior to scheduled use without liability. The department will issue cancellation notices as far in advance as possible, but reserves the right to cancel at any time as deemed necessary.~~

~~(65)~~ Permits may be canceled by authorized department personnel or the chief and tour commander of the police department at the time of the reservation if the conditions and intent of the permit is violated or if the permit holders violate any park rule or regulation, park or city ordinance, Vermont state or federal law.

~~(76)~~ Upon cancellation of a permit as a result of a violation of the permit agreement or violation of park regulations, park or city ordinances, Vermont state or federal law, the park area and/or facilities will be vacated by the group as stated on the permit and the area/facility will revert to use on a first-come-first-served basis until such time as a succeeding permit comes into effect.

~~(87)~~ No tickets are to be sold or admission charged, donations or other money-raising methods conducted except as expressly approved by the ~~board of parks and recreation commissioners~~ Parks Commission or authorized designee.

~~(98)~~ No group shall conduct any activity causing undue additional work for the department unless a previous agreement has been made for reimbursement.

~~(109)~~ Permits are not transferrable to another individual or group.

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~~(110) Request for park special use requiring department or Park Commission approval may be made in person, by telephone or in writing. Request for park special use requiring approval by the board of parks and recreation commissioners must be submitted in writing.~~

~~(121) Individuals or groups, including vendors associated with events, engaging in the sale of items intended for consumption or sponsoring an athletic event where participants are charged a fee must shall be required to provide proof of a comprehensive liability policy protecting themselves and the City of Burlington, as an additional insured, from loss or liability arising out of their sponsored activities as required by the City's Policy on Procurement, Property Disposition, and Approval Authority for Public Contracts and Related Financial Transactions. The limits of such policy shall be no less than three hundred thousand dollars (\$300,000.00) per person and three hundred thousand dollars (\$300,000.00) per occurrence will be identified in the permit application.~~

~~(13) —Licenses:~~

~~*Individual license:* Each individual applying for a parks entertainer's license shall be granted such a license after paying the appropriate fee and providing the following information to the parks commission: 1) individual's name, address, and telephone number; and 2) a recent picture of the individual showing the head and shoulders in a clear and distinguishable manner. The parks division office will take the photo if necessary for one dollars and twenty five cents (\$1.25).~~

~~If an entertainer is unable (due to special circumstances) to come to the office that person may apply by mail. This license allows a person to perform. It is not an employment contract.~~

~~*Group license:* If two (2) or more street entertainers are performing as a group, one license, listing each member of the group, may be issued after paying the appropriate fee and providing the following information to the parks commission: 1) individual's names, addresses and telephone numbers; and 2) a recent picture of the individuals showing their heads and shoulders in a clear and distinguishable manner. The parks division office will take the photo, if necessary, for one dollar and twenty five cents (\$1.25).~~

~~If an entertainer is unable (due to special circumstances) to come to the office, that person may apply by mail.~~

~~*Annual license:* An annual license may be issued to an entertainer or group if 1) at least five (5) daily/weekend licenses have been obtained; and 2) no valid complaints have been filed during the five (5) separate performing dates. (A valid complaint is defined as one which relates to violations of the rules and regulations set forth in these guidelines).~~

~~*Minors:* Any person under the age of eighteen (18) must have a parent or guardian present when applying for a license. The parent or guardian must provide a written statement 1) assuming full responsibility for the minor's performance; and 2) agreeing to hold and save harmless the City of Burlington Parks and Recreation Department, its agents, employees, and offices, harmless for any and all liability arising out of or in connection with the minor's performance.~~

~~*Display of license:* Parks entertainers must display their licenses while they are performing. If they do not, it will be assumed that the person is not licensed and the police or staff will ask the person to cease performing.~~

~~*Signing of license:* By signing the license, the licensee acknowledges understanding that:~~

- ~~1) They are conversant with these rules and regulations and with any city ordinances that may govern park entertainers.~~
- ~~2) Having a parks entertainer's license in no way protects them from the enforcement of any such relevant rule, regulation or ordinance of the city or state;~~
- ~~3) The right to act as a park entertainer in the parks is a privilege; and~~
- ~~4) His or her activities as a park entertainer must not constitute a nuisance.~~

Annual license renewal: Licensees are responsible for renewing their licenses. Conditions of renewing the annual licenses are:

- ~~1) Park entertainers have notified the parks and recreation department of any change of address during the previous year;~~
- ~~2) No valid complaints have been filed against the entertainer during the previous season; and~~
- ~~3) The entertainer/group has applied in person for the renewal of the annual license.~~

Park entertainers, who have not met the requirements for renewal of an annual license, may begin the process to receive an annual license which is outlined above.

Fees:	-
Daily licenses (individual/group)	\$ 5.00
Annual licenses (individual/group)	25.00

Locations: The Burlington City ordinances allow no more than two (2) parks entertainment acts in the following parks at any time. These parks are North Beach, Leddy, City Hall, Perkins Pier, Waterfront and Oakledge. For the purpose of site selection, a group shall be considered as one entertainment act. These licenses shall be granted on a first come first serve basis. Further guidelines established by the parks commission are as follows:

- ~~1) Entertainers are excluded from performing at the Burlington Community Boathouse and the College Street Pier.~~
- ~~Entertainers must observe a 150-foot buffer from the upper and lower shelters at Oakledge Park.~~
- ~~Entertainers must observe a 150-foot buffer from the North Beach Bathhouse.~~
- ~~Entertainers must observe a 100-foot buffer from the Bandshell at Battery Park.~~
- ~~Entertainers must observe a 50-foot buffer around any buildings at City Hall Park.~~
- ~~Entertainers must observe a 50-foot buffer around any docks or buildings at Perkins Pier.~~
- ~~Entertainers must observe a 50-foot buffer around any tennis courts or buildings at Leddy Park.~~

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~~2) There may be only two (2) park entertainment acts per park. Park entertainers shall be responsible for selecting sites in the parks within the above noted guidelines. Further restrictions may apply.~~

~~3) Park entertainers share responsibility for maintaining clear pathways to adjacent businesses, vending operations and through the pedestrian right-of-way.~~

~~4) Park entertainers may not use park benches while performing.~~

~~5) Entertainers will be restricted to certain locations during park special events.~~

~~*Performance time:* The park entertainers may perform only from 10:00 a.m. to 9:00 p.m. Sunday through Thursday and 10:00 a.m. to 10:00 p.m. Friday and Saturday.~~

~~Maximum performance time per park per day is two (2) contiguous hours, ten (10) minutes may be allowed for set-up, if needed.~~

~~Entertainers will be restricted to certain times during parks and recreation sponsored events.~~

~~*Volume control:* Parks entertainers may not use amplified sound. Entertainers using brass instruments and saxophones must mute them. Performers must reduce the level of sound or mute their instruments upon request by authorized personnel or Burlington Police. If they do not comply, their license will be revoked.~~

~~*Sale of products:* Licensed park entertainers may sell tapes or other recordings of their own performance(s). No additional license (e.g., a vendor's license) is required for this activity.~~

~~*Disciplinary action:* A valid complaint is defined as one which relates to violations of the rules and regulations set forth in these guidelines. A complaint must also be received in writing containing the complainants' name, address and phone number. A complaint may be valid if parks and recreation staff document violation of rules set forth herein.~~

~~The first valid complaint filed against a license holder will be communicated verbally.~~

~~The second valid complaint causes revocation of the license until the entertainer appears before the parks commission to resolve the issue.~~

~~Should the parks commission decide to extend the revocation of a license, it may choose to do so for up to thirty (30) days for a first offense, for up to twelve (12) months after a second offense, or for up to twenty-four (24) months after a third offense.~~

~~If a licensee is found guilty of violating a City of Burlington ordinance and/or State of Vermont law while performing, the license will be automatically revoked and no new license may be issued for twenty-four (24) months.~~

~~*Insurance:* Acts which may be considered dangerous (e.g. Acts involving knives, fire, other hazardous materials) must provide insurance. The licensee shall maintain a policy which limits liability for bodily injury and property damage in the amount of at least one hundred thousand dollars (\$100,000.00)* for bodily injury to any one person, and for damages to property in the amount of at least twenty-five thousand dollars (\$25,000.00) resulting~~

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~~from any one accident. The licensee must provide proof of such insurance to the parks and recreation department upon request.~~

~~**Note**—Insurance amounts may be changed subject to checking with the city's insurance administrator.~~

(F) *Park User Classifications:* Park areas and facilities will be available for special use on a first-come-first-served reservation system. However, upon the discretion of the department, to best serve the recreational needs of the public, and in order to give priority to the various groups making application for special use, the user classifications will preclude the first-come-first-served reservation system. Appeals for park special use allocations may be made in writing to the ~~board of parks and recreation commissioners~~ Parks Commission for consideration.

(1) Class I Recreational—Open to the public:

(a) Department-sponsored events and activities.

(b) Department-cosponsored events and activities.

(c) Burlington School District youth athletics

(~~d~~) Nonprofit youth and adult sports leagues.

(~~e~~) Governmental divisions/agencies, quasi-public agencies, nonprofit agencies.

(~~f~~) Individuals, groups, organizations, businesses.

(2) Class II Recreational—Closed membership, not open to the public.

(3) Class III Nonrecreation—Nonprofit.

(4) Class IV Commercial.

(~~5~~) ~~Class V—Park Entertainers.~~

(G) *Park Special Use Approval Authorization:*

(1) The department of parks and recreation is authorized to process and approve all requests for park special use in compliance with the policies as set forth in the park special use policy, including the exposure and sale of goods and services in connection with an event when such sales are conducted by the sponsor of the event and intended to defray cost of the event. Proceeds from such sales may also be used to defray operating expenses of governmental divisions, quasi-public or nonprofit organizations or agencies, permits unless noted as requiring Special Use Approval in section D or outside of a standard use of a park.

(2) ~~Request for park use, commercial in nature, intended to generate a profit and not affiliated with an activity or event occurring on park property~~ All Special Use Approvals must be submitted in writing and approved by the board of parks and recreation commissioners, Parks Commission.

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(3) Any request for ~~City department~~ cosponsorship of an event or for park special use not in compliance with the park special use policy must be submitted in writing and approved by the ~~board of parks and recreation commissioners~~ Parks Commission.

(H) *Approved Special Use Activities by Park:* Park special use permits will be issued for park areas and facilities under the following guidelines and restrictions:

(1) *Neighborhood and Community parks:* Lakeside, Pomeroy, Roosevelt, Schmanska, Smalley, Appletree, Baird, Kieslich, Schifilliti, Ethan Allen, Calahan, Starr Farm, Dewey, Champlain Street. Neighborhood parks, generally serving an area within a one-quarter-mile radius, are intended for use by neighborhood residents on a first-come-first-served basis. ~~Park special use permits~~ Permits for events will be issued only to local youth groups, neighborhood organizations and civic organizations for specific events. Approval for continuous scheduled use by youth sports leagues may also be granted. Sound played through a personal device Stereo, radio or other amplified music shall be prohibited in neighborhood parks from 10:00 p.m. until 7:00 a.m. and all events using amplified sound must have Park Commission approval.

(2) ~~Special use areas~~ Regional Parks: Battery Park, City Hall Park, Perkins Pier, Waterfront Park, Oakledge Park, North Beach, Burlington Greenway, A Dog Skate Park.

(a) Battery Park—Cultural, performing arts and concerts, public speeches and demonstrations, civic ceremonies, fund raising, shows and exhibits. ~~Permit for entertainment must be approved by the board of parks and recreation commissioners.~~ The amplified sound at events or concerts shall not exceed ~~three~~ four (34) consecutive hours in duration. Sound checks or testing shall commence no earlier than ~~one-half~~ three (3) hours before the start of the permitted performance schedule. Concerts shall be limited to three (3) per week, not more than one per day, with the week commencing on Saturday at 9:30 a.m. Concerts shall not be scheduled on more than two (2) consecutive days and will commence no earlier than 9:30 a.m. unless specifically authorized by the board of parks and recreation commission, nor shall they conclude later than 9:00 p.m. The volume level of any concert, or any event with amplified sound, shall not exceed ~~seventy-eighty-five (785)~~ decibels (A-weighted) at any time when measured at any place on the exterior perimeter of the park.

(b) City Hall Park—Cultural, performing arts and concerts, public speeches and demonstrations, civic ceremonies, fund raising, shows and exhibits. ~~Permit for entertainment must be approved by the board of parks and recreation commissioners.~~ Sound checks or testing shall commence no earlier than ~~one-half~~ three (3) hours before the start of the permitted performance schedule.. Concerts shall be limited to a maximum of three-eight (38) per week, not more than ~~one~~ three per day, with the week commencing on Saturday at 8:00 a.m. Concerts shall conclude no later than ~~9~~ 10:00 p.m. The volume level of any concert shall not exceed ninety-five (95) decibels (A-weighted) at any time when measured at any place on the exterior perimeter of the park.

(c) Perkins Pier—Waterfront or aquatic-oriented events. ~~Permit for entertainment must be approved by the board of parks and recreation commissioners.~~ The amplified sound at events or concerts shall not exceed four (4) continuous hours in duration. Sound checks or testing shall commence no earlier than ~~one~~ three hours before the start of the permitted event or concert and ~~shall last no longer than one hour~~ no earlier than 9:00 a.m. The volume level of any concert, or any event with amplified sound, shall not exceed eighty-five (85) decibels (A-weighted) at any time when measured at any place on the exterior perimeter of the park.

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(d) Waterfront Park—~~As administered by department of water resources. Available for cultural, performing arts and concerts, fundraising events, shows and exhibits. Amplified sound must follow Act250 Waterfront Park requirements and all events require Waterfront Event Committee approval.~~

~~(3) City parks: Ethan Allen Park, Leddy Park, Oakledge Park, North Beach Park.~~

~~(a) Ethan Allen Park—Limited facilities restrict use to a time period of three (3) hours. Use of the park exceeding three (3) hours requires provisions for restroom facilities.~~

~~(b) Leddy Park—Available for field sports, tennis, picnicking and aquatic events. Permit for entertainment must be approved by the board of parks and recreation commissioners. The amplified sound at events or concerts shall not exceed four (4) continuous hours in duration. Sound checks or testing shall commence no earlier than one three hours before the start of the permitted event or concert and shall last no longer than one hour no earlier than 9:00 am. The volume level of any concert, or any event with amplified sound, shall not exceed eight-five (85) decibels (A-weighted) at any time when measured at any place on the exterior perimeter of the park.~~

~~(c) Oakledge Park—Available for field sports and picnicking. Use of amplified recorded or live entertainment must be approved by the board of parks and recreation commissioners. Permit for entertainment must be approved by the board of parks and recreation commissioners. The amplified sound at events or concerts shall not exceed four (4) continuous hours in duration. Sound checks or testing shall commence no earlier than one three hours before the start of the permitted event or concert and shall last no longer than one hour no earlier than 9:00 am. The volume level of any concert, or any event with amplified sound, shall not exceed eight-five (85) decibels (A-weighted) at any time when measured at any place on the exterior perimeter of the park.~~

~~(d) North Beach Park—Available for aquatic events, picnicking and fundraising events. Permit for entertainment must be approved by the board of parks and recreation commissioners. The amplified sound at events or concerts shall not exceed four (4) continuous hours in duration. Sound checks or testing shall commence no earlier than one three hours before the permitted event or concert and shall last no longer than one hour and no earlier than 9:00 am. The volume level of any concert, or any event with amplified sound, shall not exceed eight-five (85) decibels (A-weighted) at any time when measured at any place on the exterior perimeter of the park.~~

~~(e) Burlington Greenway – Available for runs and walks and requires a bike path permit regardless of entry and exit points for events. Bicycle events require special use approval by the Parks Commission.~~

~~(f) A Dog Skate Park – Available for recreation programming and special community events. Permit for exclusive use, outside of department programs, must be approved by the Parks Commission~~

~~(4) Playfield parks: North Park, South Park.~~

~~(a) North Park—Youth field sports.~~

~~(b) South Park—Youth and adult field sports.~~

~~(5) Playground parks: Champlain St. Park.~~

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~~(a) Champlain St. Park — Not available for special use.~~

~~(36) District parks~~Park Natural Areas: Arms Property Park, McKenzie Park, Northshore Natural Area, 127 Recreation Path, Urban Reserve, Intervale Property.

Property suitable for passive recreation and educational purposes

~~(a) Arms Property — Undeveloped property suitable for passive recreation and educational purposes.~~

~~(b) Intervale Property — Same as Arms Property.~~

(I) Sound from personal devices must be restricted to within six feet of the device.

~~(J) Fees and Charges: As set annually by the board of parks and recreation commissioners~~ Parks Commission

(K) Appeals: Denial of a Park Permit by the Department of Parks, Recreation, and Waterfront, or the requirement of a permit for a proposed activity, may be appealed to the Parks Commission for review. Such appeal must be submitted at least seven (7) days prior to the regularly scheduled Parks Commission meeting prior to the date of the proposed activity. The Parks Commission's decision on the denial or requirement for a permit shall be final.

(L) Alcohol: All rules and regulations regarding alcohol in parks are governed by Chapter 21, section 38 of the Burlington Code of Ordinances.

(M) Penalties: Permittees violating conditions of permits, may lose the opportunity for future permits, in addition to those penalties outlined Chapter 22 of the Burlington City Ordinances.

Section 2: Perkins Pier Marina, Waterfront Park and Community Boathouse. As written.

Section 3: Harbor and waterways; designated areas. As written.

4 Beaches and waterfront areas.

(A) Prohibited Activities:

(1) Changing clothes except in bathhouse.

(2) Permitting dogs, except for service dogs, on beaches, except where permitted elsewhere in Appendix D. ~~Unless excepted elsewhere in these rules, bringing animals, except for seeing eye dogs, to the beaches or adjacent picnic areas.~~

(3) ~~Swimming between the hours of 8:30 p.m. and 9:30 a.m.~~ from dusk till dawn during the summer season or at any time before the beaches are opened for the season or after they are closed for the season.

~~(4) Failing to stop at the attendant's booth prior to entering the controlled access areas and/or proceeding without permission of the attendant.~~

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(5) Swimming from or at Perkins Pier from May 1 to October 31.

(6) Leaving unattended a child yet to reach his ~~their~~ twelfth ~~eight~~th birthday.

(7) Using inflatable or foam rafts or tubes. ~~balls, frisbees, flotation devices or other toys or sporting equipment in the water except under provisions or conditions approved in advance by parks and recreation department personnel.~~

(8) Using non-personal Coast Guard approved flotation devices

~~(89)~~ Parking in any area except the parking lots unless specifically directed to do otherwise by parks and recreation department personnel.

(B) *Rate Structure:*

(1) The following regulations shall apply to persons entering Bernard J. Leddy Park, Oakledge Park, North Beach and Perkins Pier during the summer season, generally held to be May 15 until Labor Day or as otherwise posted.

(2) Reserved.

(3) No person shall enter the above-mentioned areas by motor vehicle unless the operator of the motor vehicle pays an ~~daily~~ entrance fee determined annually by the P~~parks and recreation~~ C~~ommission~~, subject to the final approval of the city council, except that no daily fee shall be charged any vehicle or trailer:

(a) ~~Exhibiting a~~ With a season's pass;

(b) Whose operator is the rightful bearer of a Green Mountain Passport if applicable. Park locations which accept the Green Mountain Passport shall be posted on the Department's parking webpage and updated annually; or

(c) Whose operator qualifies for and receives a business pass as described herein.

(4) A season's pass may be issued to motor vehicles of residents and nonresidents of Burlington upon a payment of a fee determined annually by the P~~parks and recreation~~ C~~ommission~~, subject to final approval of the city council. For the purpose of these regulations, the legal address as listed on the registration of the vehicle in question shall determine residency. Eligible vehicles must be owned or otherwise be substantially controlled by the individual making application and intended for ~~his or her~~ their private, noncommercial recreational use while at said parks.

~~(5) A special season's pass may be issued to residents and nonresidents for the use of Leddy Park upon payment of a fee determined annually by the parks and recreation commission, subject to final approval of the city council. Reserved.~~

(6) A special boat trailer season's pass may be issued to residents and nonresidents for the use of Perkins Pier upon payment of a fee determined annually by the P~~parks and recreation~~ C~~ommission~~, subject to final approval of the city council, in addition to the purchase of the appropriate resident or

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nonresident season's vehicle pass. The trailer may not be left for storage beyond three (3) nights at any parking lot or boat launch location, unless permission is provided by the Harbormaster or Deputy Harbormaster.

(7) Season's vehicle passes may be issued by the ~~superintendent of parks and recreation~~ Parks, Recreation and Waterfront Department, or designee, to vehicles leased for personal use under the following conditions:

(a) The vehicle is lawfully registered ~~in the State of Vermont~~.

(b) The applicant is able to produce evidence satisfactory to the ~~superintendent~~ Department that the vehicle in question is substantially controlled for the personal use with permission of the owner or lessee.

(8) A business pass may be issued to the operator of a motor vehicle for specific business with the ~~department of parks and recreation~~ Parks, Recreation & Waterfront Department, or a concessionaire or licensee under contract with the department to operate within the park, except that said pass shall not be available to any applicant for use of a recreational service during the time of admission, ~~such as renting a sailboat from a concessionaire. Said business pass shall be for a period of one-half (1/2) hour, unless prior notice is given and an extension approved by the department.~~

(9) There shall be no admission fee for pedestrians or for the operators of bicycles, busses owned by CCTA, vehicles of parks and recreation department employees, or other municipal, state or United States Government vehicles operated by persons conducting official business.

(10) All busses, defined as vehicles with carrying capacity of sixteen (16) or more passengers, may be admitted on a space-available basis at a fee determined annually by the ~~Parks and Recreation~~ Parks and Recreation Commission, subject to final approval of the city council.

(11) The falsification of identification or legal address for the purpose of obtaining a city resident pass shall be considered a violation of a city ordinance and conviction thereof shall be punishable by a fine not to exceed ~~fifty~~ seventy-five dollars (~~\$50~~ \$75.00).

(12) The ~~board of parks and recreation commissioners~~ Parks Commission reserves the right to suspend or revoke, after appropriate hearing for violation of a parks and recreation regulations or ordinance, any permit issued under provisions hereof.

(C) Swim at your risk at all city beaches and water access points.

Sections 5-8. As written.

* Material stricken out deleted.

** Material underlined added.



To: Burlington City Council

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

Date: June 16, 2025

Re: Proposed Update of Appendix D, Sections 1 and 4

Executive Summary:

Parks, Recreation & Waterfront request:

- Update Sections 1 and 4 in Appendix D

Background:

Appendix D of the City Ordinances contains the Rules & Regulations of City Parks that are not addressed elsewhere in the ordinances. Appendix D has not seen a substantive update in approximately twenty-five years. The goal of the updates is to provide clarity to the public and City staff while maintaining the protection of our parks.

The Parks Commission provides the first level of approval for Appendix D, and we spent several meetings in 2025 reviewing and updating the ordinances. The proposed changes today are for sections 1 and 4, and sections 2 and 5 will come for approval over the summer. Section 7 pertains to off-leash dogs, and the Parks Commission plans to present updates to that section to the City Council in the fall of 2025, once it has completed reviewing the Dog Task Force's recommendations. Section 3, Harbors and Waterways, will require more in-depth research, with a potential presentation to the City Council in the spring of 2026, depending on the department's priorities.

What is Section 1?

Section 1 focuses on approved park uses, when a permit is needed, and who can issue it. **The reasoning behind Section 1 is to provide some level of control over what the public can do in our parks.**

Significant changes

- 1) We struck the entire License (13) section as entertainers interested in “busking” do so on Church Street, and we do not see our parks as places to encourage entertainers outside of approved events or special use permits. It also took up a significant portion of Section 1, and in seven years, we haven’t referenced it for use in parks. If someone wanted to provide entertainment, as referenced in the original license section, they would still have the opportunity through a special use request to the Parks Commission.
- 2) We added parks and clarified the classifications of parks.



- 3) We added the need for amplified sound approval for any use of amplified sound in a park where it is not referenced. The goal here is to encourage groups to use regional parks with pre-set amplified sound rules and discourage the use at our neighborhood, non-regional, parks.
- 4) We standardized the sound level, length of sound and timing of sound checks for multiple regional parks and broadened the use of City Hall Park to better match current use.
- 5) We added more types of permits unofficially added over time.
- 6) We changed it from a “special use permit” to “receiving special use”. We thought the word “permit” in special use confused it with other permits. Depending on the activity in the park, you might need approval from the Parks Commission to receive your permit.
- 7) We added an appeals section. If we determine someone needs a specific permit and they disagree, they can bring it to the Parks Commission.
- 8) We added a line about sound from personal devices to help with amplified sound for personal use, not related to events.

What is Section 4: Beaches and waterfront areas.

Section 4 focuses on beach access and parking hours and rates. **Its purpose is to provide a schedule of appropriate use for beach areas in Burlington and the associated parking regulations for those areas.**

Significant changes

- 1) Clarification of where dogs are allowed or restricted at our beaches.
- 2) Removal of specific hours of swimming allowed at beaches and moving towards the standard practice of “dawn to dusk” to more accurately reflect the changing daylight hours observed throughout our summer months.
- 3) Removal of language associated with parking booths, as our means of collecting parking revenues has changed.
- 4) Clarified that swimming from Perkins Pier is now allowed from November through April to reflect new cold-weather dipping habits in the lake in our winter months.
- 5) Updated what type of flotation devices are allowed or prohibited at beaches.
- 6) We simplified parking access and rates by outlining the annual process and indicating where all current rates can be found and posted.

The attached resolution shows the updates to Appendix D Sections 1 and 4. The Parks Commission approved the changes at its May 13, 2025, meeting, and the Parks, Arts, and Culture committee recommended approval and placement on the consent agenda for City Council at its May 26, 2025, meeting.



Recommended Motion

First reading, waive the reading, suspend the rules, and place the amendment to Appendix D of Burlington City Ordinances as detailed in the attached ordinance form in all stages of passage.

CITY OF BURLINGTON

ORDINANCE _____

Sponsor: Parks, Arts & Culture

Committee (PACC)

Public Hearing Dates: _____

In the Year Two Thousand Twenty-Five

First reading: _____

Referred to: _____

Rules suspended and placed in all
stages of passage: _____

Second reading: _____

Action: _____

Date: _____

Signed by Mayor: _____

Published: _____

Effective: _____

An Ordinance in Relation to

An Amendment to Appendix D, Sections 1 and 4, Updating Parks
Rules and Regulations

It is hereby Ordained by the City Council of the City of Burlington as follows:

- 1 That Appendix D, Rules and Regulations of the Burlington Parks and Recreation Department, of the Code of
2 Ordinances of the City of Burlington be and hereby is amended by amending Section 1 and Section 4,
3 thereof to read as follows:

4 **1 Park reservation and special use policy.**

5 (A) *General Statement:* The department of parks and recreation will make park properties and facilities
6 available to the public on a first-come-first-served basis. Certain areas and facilities may be available for
7 special use on a reservable and exclusive-use basis. Special use of areas and facilities must be compatible
8 with the department's overall policy of appropriate and equitable use and wise land management. Specific
9 policies and regulations have been developed as detailed in subsections (C) through (I), which cover many
10 of these special uses. Any request for park use which is not detailed in subsections (C) through (I) must be
11 submitted to the ~~board of parks and recreation commissioners~~ Parks Commission for consideration.

12 The policies and procedures for park special use and required permits as stated herein are exclusive of
13 contractual agreements in excess of four (4) days which are generally associated with seasonal
14 concessionaires ~~and the operation of the Gordon H. Paquette Municipal Arena and the North Beach~~
15 ~~Campground.~~

16 (B) *Objectives:* The objectives of the park reservation and special use policy as detailed herein is to define
17 the purpose for which park areas and facilities may be used, appropriateness and conditions of use,
18 scheduling requirements and priorities, permit requirements and applicable charges for services and
19 facilities provided by the department. An individual might require more than one permit, depending on the
20 activity.

21 (C) *Types of Park ~~Special-Use~~ Permits:*

22 (1) ~~Standard form~~—Park special use General Park permit;

23 A group of twenty or more who use a park area or facility

An Ordinance in Relation to An Amendment to Appendix D sections 1 and 4, Rules and Regulations of City Park

(2) Approved schedules submitted by recognized youth or adult sports leagues, Burlington City governmental divisions or recognized annual concert series.

~~(3) Contract agreement.~~ Reservation Permit

Included as part of a facility rental

~~(4) Park entertainer's license.~~ Videography and photography permit (commercial use)

Any use of videos, drones, or photography for commercial purposes in city parks.

(5) Programs in Parks Permit

For any commercial program or instruction in parks

(6) Officiants Permit

For Officiants who charge to perform weddings and civil ceremonies in parks

(7) Neighborhood Park Permit

For neighborhood focused events sponsored by residents, neighborhood businesses, or non-profits

(8) Rally/demonstration permit

For demonstrations in parks

(9) Bike Path Permit

For use of the Burlington Greenway for an event

(D) *Conditions Requiring Park Special Use* ~~Approvals~~ Permits: A park special use permit approval by the Parks Commission is required if one or more of the following conditions exist.

~~(1) A group of individuals of twenty (20) or more who use a park area or facility.~~

~~(2) Reservation and exclusive use of a park area or facility for a specific time and date or on a continued scheduled basis.~~

~~(3) Use of park area or facility for an event open to the public.~~

An Ordinance in Relation to An Amendment to Appendix D sections 1 and 4, Rules and Regulations of City Park

~~(41) Use of park area or facility for commercial or fund-raising purposes, including, but not limited to, the sale of goods and services, solicitation of monies, sale of tickets or games of chance, and the use of park areas or properties to conduct an activity where the exchange of money for a product or service does not occur directly in the park, such as mass media advertising or photography. Officiant and Program Permits, while commercial, do not require Park Commission approval.~~

~~(5) The conduction of a sports tournament or event where individuals or teams are charged a fee to participate or spectate.~~

~~(6) Use of park area for park entertainers where donations may or may not be solicited.~~

(2) Fundraising

(3) Amplified Sound

Any sound created by the use of sound amplification equipment associated by an event beyond what is permitted in Section H.

(E) *Rules and Regulations Concerning Park ~~Special Use~~ Permits:*

(1) Park special use permits will be issued to responsible persons eighteen (18) years of age or older.

(2) Persons representing organizations, institutions or businesses must be an authorized representative and accountable for any personal or property damage arising from the activities of the group and for the conduct of those in the group.

(3) Payments associated with ~~standard form~~ park ~~special use~~ permits must be made at the time the permit is issued.

~~(4) Standard form park special use permits must be picked up at least twenty-four (24) hours before the scheduled use. Permits associated with Saturday and Sunday use must be picked up by 12:00 noon of the preceding Friday. Permits not picked up prior to established deadlines will be voided upon department discretion.~~

~~(54) Requests for adjustments to park permits may be made by the applicant forty-eight (48) hours prior to scheduled use without liability. Refunds for cancellations follow the department refund policy. Park reservations and permits may be canceled by the applicant forty-eight (48) hours prior to scheduled use without liability.~~ The department will issue cancellation notices as far in advance as possible, but reserves the right to cancel at any time as deemed necessary.

~~(65)~~ Permits may be canceled by authorized department personnel or the chief and tour commander of the police department at the time of the reservation if the conditions and intent of the

An Ordinance in Relation to An Amendment to Appendix D sections 1 and 4, Rules and Regulations of City Park

permit is violated or if the permit holders violate any park rule or regulation, park or city ordinance, Vermont state or federal law.

(76) Upon cancellation of a permit as a result of a violation of the permit agreement or violation of park regulations, park or city ordinances, Vermont state or federal law, the park area and/or facilities will be vacated by the group as stated on the permit and the area/facility will revert to use on a first-come-first-served basis until such time as a succeeding permit comes into effect.

(87) No tickets are to be sold or admission charged, donations or other money-raising methods conducted except as expressly approved by the ~~board of parks and recreation commissioners~~ Parks Commission or authorized designee.

(98) No group shall conduct any activity causing undue additional work for the department unless a previous agreement has been made for reimbursement.

(109) Permits are not transferrable to another individual or group.

(110) Request for park special use requiring department or Park Commission approval may be made in person, by telephone or in writing. Request for park special use requiring approval by the ~~board of parks and recreation commissioners~~ must be submitted in writing.

(121) Individuals or groups, ~~including vendors associated with events, engaging in the sale of items intended for consumption or sponsoring an athletic event where participants are charged a fee must~~ shall be required to provide proof of a comprehensive liability policy protecting themselves and the City of Burlington, as an additional insured, from loss or liability arising out of their sponsored activities as required by the City's Policy on Procurement, Property Disposition, and Approval Authority for Public Contracts and Related Financial Transactions. The limits of such policy ~~shall be no less than three hundred thousand dollars (\$300,000.00) per person and three hundred thousand dollars (\$300,000.00) per occurrence~~ will be identified in the permit application.

(13) —Licenses:

~~Individual license: Each individual applying for a parks entertainer's license shall be granted such a license after paying the appropriate fee and providing the following information to the parks commission: 1) individual's name, address, and telephone number; and 2) a recent picture of the individual showing the head and shoulders in a clear and distinguishable manner. The parks division office will take the photo if necessary for one dollars and twenty-five cents (\$1.25).~~

~~If an entertainer is unable (due to special circumstances) to come to the office that person may apply by mail. This license allows a person to perform. It is not an employment contract.~~

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~~Group license: If two (2) or more street entertainers are performing as a group, one license, listing each member of the group, may be issued after paying the appropriate fee and providing the following information to the parks commission: 1) individual's names, addresses and telephone numbers; and 2) a recent picture of the individuals showing their heads and shoulders in a clear and distinguishable manner. The parks division office will take the photo, if necessary, for one dollar and twenty-five cents (\$1.25).~~

~~If an entertainer is unable (due to special circumstances) to come to the office, that person may apply by mail.~~

~~Annual license: An annual license may be issued to an entertainer or group if 1) at least five (5) daily/weekend licenses have been obtained; and 2) no valid complaints have been filed during the five (5) separate performing dates. (A valid complaint is defined as one which relates to violations of the rules and regulations set forth in these guidelines).~~

~~Minors: Any person under the age of eighteen (18) must have a parent or guardian present when applying for a license. The parent or guardian must provide a written statement 1) assuming full responsibility for the minor's performance; and 2) agreeing to hold and save harmless the City of Burlington Parks and Recreation Department, its agents, employees, and offices, harmless for any and all liability arising out of or in connection with the minor's performance.~~

~~Display of license: Parks entertainers must display their licenses while they are performing. If they do not, it will be assumed that the person is not licensed and the police or staff will ask the person to cease performing.~~

~~Signing of license: By signing the license, the licensee acknowledges understanding that:~~

~~1) They are conversant with these rules and regulations and with any city ordinances that may govern park entertainers.~~

~~2) Having a parks entertainer's license in no way protects them from the enforcement of any such relevant rule, regulation or ordinance of the city or state;~~

~~3) The right to act as a park entertainer in the parks is a privilege; and~~

~~4) His or her activities as a park entertainer must not constitute a nuisance.~~

~~Annual license renewal: Licensees are responsible for renewing their licenses. Conditions of renewing the annual licenses are:~~

~~1) Park entertainers have notified the parks and recreation department of any change of address during the previous year;~~

An Ordinance in Relation to An Amendment to Appendix D sections 1 and 4, Rules and Regulations of City Park

~~2) No valid complaints have been filed against the entertainer during the previous season; and~~

~~3) The entertainer/group has applied in person for the renewal of the annual license.~~

~~Park entertainers, who have not met the requirements for renewal of an annual license, may begin the process to receive an annual license which is outlined above.~~

Fees:

-

Daily licenses (individual/group) \$ 5.00

Annual licenses (individual/group) 25.00

~~Locations: The Burlington City ordinances allow no more than two (2) parks entertainment acts in the following parks at any time. These parks are North Beach, Leddy, City Hall, Perkins Pier, Waterfront and Oakledge. For the purpose of site selection, a group shall be considered as one entertainment act. These licenses shall be granted on a first come first serve basis. Further guidelines established by the parks commission are as follows:~~

~~1) Entertainers are excluded from performing at the Burlington Community Boathouse and the College Street Pier.~~

~~Entertainers must observe a 150-foot buffer from the upper and lower shelters at Oakledge Park.~~

~~Entertainers must observe a 150-foot buffer from the North Beach Bathhouse.~~

~~Entertainers must observe a 100-foot buffer from the Bandshell at Battery Park.~~

~~Entertainers must observe a 50-foot buffer around any buildings at City Hall Park.~~

~~Entertainers must observe a 50-foot buffer around any docks or buildings at Perkins Pier.~~

~~Entertainers must observe a 50-foot buffer around any tennis courts or buildings at Leddy Park.~~

~~2) There may be only two (2) park entertainment acts per park. Park entertainers shall be responsible for selecting sites in the parks within the above-noted guidelines. Further restrictions may apply.~~

~~3) Park entertainers share responsibility for maintaining clear pathways to adjacent businesses, vending operations and through the pedestrian right-of-way.~~

~~4) Park entertainers may not use park benches while performing.~~

~~5) Entertainers will be restricted to certain locations during park special events.~~

An Ordinance in Relation to An Amendment to Appendix D sections 1 and 4, Rules and Regulations of City Park

~~*Performance time:* The park entertainers may perform only from 10:00 a.m. to 9:00 p.m. Sunday through Thursday and 10:00 a.m. to 10:00 p.m. Friday and Saturday.~~

~~Maximum performance time per park per day is two (2) contiguous hours, ten (10) minutes may be allowed for set up, if needed.~~

~~Entertainers will be restricted to certain times during parks and recreation-sponsored events.~~

~~*Volume control:* Parks entertainers may not use amplified sound. Entertainers using brass instruments and saxophones must mute them. Performers must reduce the level of sound or mute their instruments upon request by authorized personnel or Burlington Police. If they do not comply, their license will be revoked.~~

~~*Sale of products:* Licensed park entertainers may sell tapes or other recordings of their own performance(s). No additional license (e.g., a vendor's license) is required for this activity.~~

~~*Disciplinary action:* A valid complaint is defined as one which relates to violations of the rules and regulations set forth in these guidelines. A complaint must also be received in writing containing the complainants' name, address and phone number. A complaint may be valid if parks and recreation staff document violation of rules set forth herein.~~

~~The first valid complaint filed against a license holder will be communicated verbally.~~

~~The second valid complaint causes revocation of the license until the entertainer appears before the parks commission to resolve the issue.~~

~~Should the parks commission decide to extend the revocation of a license, it may choose to do so for up to thirty (30) days for a first offense, for up to twelve (12) months after a second offense, or for up to twenty-four (24) months after a third offense.~~

~~If a licensee is found guilty of violating a City of Burlington ordinance and/or State of Vermont law while performing, the license will be automatically revoked and no new license may be issued for twenty-four (24) months.~~

~~*Insurance:* Acts which may be considered dangerous (e.g. Acts involving knives, fire, other hazardous materials) must provide insurance. The licensee shall maintain a policy which limits liability for bodily injury and property damage in the amount of at least one hundred thousand dollars (\$100,000.00)* for bodily injury to any one person, and for damages to property in the amount of at least twenty-five thousand dollars (\$25,000.00) resulting from any one accident. The licensee must provide proof of such insurance to the parks and recreation department upon request.~~

~~**Note**—Insurance amounts may be changed subject to checking with the city's insurance administrator.~~

An Ordinance in Relation to An Amendment to Appendix D sections 1 and 4, Rules and Regulations of City Park

(F) *Park User Classifications:* Park areas and facilities will be available for special use on a first-come-first-served reservation system. However, upon the discretion of the department, to best serve the recreational needs of the public, and in order to give priority to the various groups making application for special use, the user classifications will preclude the first-come-first-served reservation system. Appeals for park special use allocations may be made in writing to the ~~board of parks and recreation commissioners~~ Parks Commission for consideration.

(1) Class I Recreational—Open to the public:

(a) Department-sponsored events and activities.

(b) Department-cosponsored events and activities.

~~(c)~~ Burlington School District youth athletics

~~(d)~~ Nonprofit youth and adult sports leagues.

~~(e)~~ Governmental divisions/agencies, quasi-public agencies, nonprofit agencies.

~~(f)~~ Individuals, groups, organizations, businesses.

(2) Class II Recreational—Closed membership, not open to the public.

(3) Class III Nonrecreation—Nonprofit.

(4) Class IV Commercial.

~~(5) Class V—Park Entertainers.~~

(G) *Park Special Use Approval Authorization:*

(1) The department of parks and recreation is authorized to process and approve all requests for park ~~special use in compliance with the policies as set forth in the park special use policy, including the exposure and sale of goods and services in connection with an event when such sales are conducted by the sponsor of the event and intended to defray cost of the event. Proceeds from such sales may also be used to defray operating expenses of governmental divisions, quasi-public or nonprofit organizations or agencies.~~ permits unless noted as requiring Special Use Approval in section D or outside of a standard use of a park.

(2) ~~Request for park use, commercial in nature, intended to generate a profit and not affiliated with an activity or event occurring on park property~~ All Special Use Approvals must be submitted in writing and approved by the board of parks and recreation commissioners Parks Commission.

An Ordinance in Relation to An Amendment to Appendix D sections 1 and 4, Rules and Regulations of City Park

(3) Any request for ~~City department~~ cosponsorship of an event or for park special use not in compliance with the park special use policy must be submitted in writing and approved by the ~~board of parks and recreation commissioners~~ Parks Commission.

(H) ~~Approved Special Use Activities by Park:~~ Park special use permits will be issued for park areas and facilities under the following guidelines and restrictions:

(1) ~~Neighborhood and Community parks:~~ Lakeside, Pomeroy, Roosevelt, Schmanska, Smalley, Appletree, Baird, Kieslich, Schifilliti, Ethan Allen, Calahan, Starr Farm, Dewey, Champlain Street. Neighborhood parks, generally serving an area within a one-quarter-mile radius, are intended for use by neighborhood residents on a first-come-first-served basis. ~~Park special use p~~Permits for events will be issued only to local youth groups, neighborhood organizations and civic organizations for specific events. Approval for continuous scheduled use by youth sports leagues may also be granted. Sound played through a personal device Stereo, radio or other amplified music shall be prohibited in neighborhood parks from 10:00 p.m. until 7:00 a.m. and all events using amplified sound must have Park Commission approval.

(2) ~~Special use areas~~ Regional Parks: Battery Park, City Hall Park, Perkins Pier, Waterfront Park, Oakledge Park, North Beach, Burlington Greenway, A Dog Skate Park.

(a) Battery Park—Cultural, performing arts and concerts, public speeches and demonstrations, civic ceremonies, fund raising, shows and exhibits. ~~Permit for entertainment must be approved by the board of parks and recreation commissioners.~~ The amplified sound at events or concerts shall not exceed ~~three four (34)~~ three (3) consecutive hours in duration. Sound checks or testing shall commence no earlier than ~~one-half three (3)~~ one-half three (3) hours before the start of the permitted performance schedule. Concerts shall be limited to three (3) per week, not more than one per day, with the week commencing on Saturday at 9:30 a.m. Concerts shall not be scheduled on more than two (2) consecutive days and will commence no earlier than 9:30 a.m. unless specifically authorized by the board of parks and recreation commission, nor shall they conclude later than 9:00 p.m. The volume level of any concert, or any event with amplified sound, shall not exceed ~~seventy-eighty-five (785)~~ seventy-five (75) decibels (A-weighted) at any time when measured at any place on the exterior perimeter of the park.

(b) City Hall Park—Cultural, performing arts and concerts, public speeches and demonstrations, civic ceremonies, fund raising, shows and exhibits. ~~Permit for entertainment must be approved by the board of parks and recreation commissioners.~~ Sound checks or testing shall commence no earlier than ~~one-half three (3)~~ one-half three (3) hours before the start of the permitted performance schedule.. Concerts shall be limited to a maximum of three-eight (38) per week, not more than ~~one three~~ three per day, with the week commencing on Saturday at 8:00 a.m. Concerts shall conclude no later than ~~9~~10:00 p.m. The volume level of any concert shall not exceed ninety-five (95) decibels (A-weighted) at any time when measured at any place on the exterior perimeter of the park.

An Ordinance in Relation to An Amendment to Appendix D sections 1 and 4, Rules and Regulations of City Park

(c) Perkins Pier—Waterfront or aquatic-oriented events. ~~Permit for entertainment must be approved by the board of parks and recreation commissioners.~~ The amplified sound at events or concerts shall not exceed four (4) continuous hours in duration. Sound checks or testing shall commence no earlier than ~~one~~ three hours before the start of the permitted event or concert and ~~shall last no longer than one hour~~ no earlier than 9:00 am. The volume level of any concert, or any event with amplified sound, shall not exceed eighty-five (85) decibels (A-weighted) at any time when measured at any place on the exterior perimeter of the park.

(d) Waterfront Park—~~As administered by department of water resources.~~ Available for cultural, performing arts and concerts, fundraising events, shows and exhibits. Amplified sound must follow Act250 Waterfront Park requirements and all events require Waterfront Event Committee approval.

~~(3) City parks: Ethan Allen Park, Leddy Park, Oakledge Park, North Beach Park.~~

~~(a) Ethan Allen Park—Limited facilities restrict use to a time period of three (3) hours. Use of the park exceeding three (3) hours requires provisions for restroom facilities.~~

~~(b)~~ (e) Leddy Park—Available for field sports, tennis, picnicking and aquatic events. Permit for entertainment must be approved by the board of parks and recreation commissioners. The amplified sound at events or concerts shall not exceed four (4) continuous hours in duration. Sound checks or testing shall commence no earlier than ~~one~~ three hours before the start of the permitted event or concert and ~~shall last no longer than one hour~~ no earlier than 9:00 am. The volume level of any concert, or any event with amplified sound, shall not exceed eight-five (85) decibels (A-weighted) at any time when measured at any place on the exterior perimeter of the park.

~~(c)~~ (f) Oakledge Park—Available for field sports and picnicking. ~~Use of amplified recorded or live entertainment must be approved by the board of parks and recreation commissioners. Permit for entertainment must be approved by the board of parks and recreation commissioners.~~ The amplified sound at events or concerts shall not exceed four (4) continuous hours in duration. Sound checks or testing shall commence no earlier than ~~one~~ three hours before the start of the permitted event or concert and ~~shall last no longer than one hour~~ no earlier than 9:00 am. The volume level of any concert, or any event with amplified sound, shall not exceed eight-five (85) decibels (A-weighted) at any time when measured at any place on the exterior perimeter of the park.

~~(d)~~ (g) North Beach Park—Available for aquatic events, picnicking and fundraising events. ~~Permit for entertainment must be approved by the board of parks and recreation commissioners.~~ The amplified sound at events or concerts shall not exceed four (4) continuous hours in duration. Sound checks or testing shall commence no earlier than ~~one~~ three hours before the permitted event or concert and ~~shall last no longer than one hour~~ and no earlier than 9:00 am. The volume

level of any concert, or any event with amplified sound, shall not exceed eight-five (85) decibels (A-weighted) at any time when measured at any place on the exterior perimeter of the park.

(h) Burlington Greenway – Available for runs and walks and requires a bike path permit regardless of entry and exit points for events. Bicycle events require special use approval by the Parks Commission.

(i) A Dog Skate Park – Available for recreation programming and special community events. Permit for exclusive use, outside of department programs, must be approved by the Parks Commission

~~(4) Playfield parks: North Park, South Park.~~

~~(a) North Park—Youth field sports.~~

~~(b) South Park—Youth and adult field sports.~~

~~(5) Playground parks: Champlain St. Park.~~

~~(a) Champlain St. Park—Not available for special use.~~

~~(36) District parksPark Natural Areas: Arms PropertyPark, McKenzie Park, Northshore Natural Area, 127 Recreation Path, Urban Reserve, Intervale Property.~~

Property suitable for passive recreation and educational purposes

~~(a) Arms Property—Undeveloped property suitable for passive recreation and educational purposes.~~

~~(b) Intervale Property—Same as Arms Property.~~

(l) Sound from personal devices must be restricted to within six feet of the device.

~~(H) Fees and Charges: As set annually by the board of parks and recreation commissioners~~ Parks Commission

(K) Appeals: Denial of a Park Permit by the Department of Parks, Recreation, and Waterfront, or the requirement of a permit for a proposed activity, may be appealed to the Parks Commission for review. Such appeal must be submitted at least seven (7) days prior to the regularly scheduled Parks Commission meeting prior to the date of the proposed activity. The Parks Commission's decision on the denial or requirement for a permit shall be final.

(L) Alcohol: All rules and regulations regarding alcohol in parks are governed by Chapter 21, section 38 of the Burlington Code of Ordinances.

(M) Penalties: Permittees violating conditions of permits, may lose the opportunity for future permits, in addition to those penalties outlined Chapter 22 of the Burlington City Ordinances.

Section 2: Perkins Pier Marina, Waterfront Park and Community Boathouse. As written.

Section 3: Harbor and waterways; designated areas. As written.

4 Beaches and waterfront areas.

(A) Prohibited Activities:

(1) Changing clothes except in bathhouse.

(2) Permitting dogs, except for service dogs, on beaches, except where permitted elsewhere in Appendix D.~~Unless excepted elsewhere in these rules, bringing animals, except for seeing eye dogs, to the beaches or adjacent picnic areas.~~

(3) Swimming between the hours of 8:30 p.m. and 9:30 a.m. from dusk till dawn during the summer season or at any time before the beaches are opened for the season or after they are closed for the season.

~~(4) Failing to stop at the attendant's booth prior to entering the controlled access areas and/or proceeding without permission of the attendant.~~

(5) Swimming from or at Perkins Pier from May 1 to October 31.

(6) Leaving unattended a child yet to reach his ~~their twelfth~~ eight birthday.

(7) Using inflatable or foam rafts or tubes. balls, frisbees, flotation devices or other toys or sporting equipment in the water except under provisions or conditions approved in advance by parks and recreation department personnel.

(8) Using non-personal Coast Guard approved flotation devices

~~(89)~~ Parking in any area except the parking lots unless specifically directed to do otherwise by parks and recreation department personnel.

(B) Rate Structure:

An Ordinance in Relation to An Amendment to Appendix D sections 1 and 4, Rules and Regulations of City Park

(1) The following regulations shall apply to persons entering Bernard J. Leddy Park, Oakledge Park, North Beach and Perkins Pier during the summer season, generally held to be May 15 until Labor Day or as otherwise posted.

(2) Reserved.

(3) No person shall enter the above-mentioned areas by motor vehicle unless the operator of the motor vehicle pays an daily entrance fee determined annually by the ~~P~~parks and recreation ~~C~~ommission, subject to the final approval of the city council, except that no daily fee shall be charged any vehicle or trailer:

(a) ~~Exhibiting a~~ With a season's pass;

(b) Whose operator is the rightful bearer of a Green Mountain Passport ~~if applicable. Park~~ locations which accept the Green Mountain Passport shall be posted on the Department's parking webpage and updated annually; or

(c) Whose operator qualifies for and receives a business pass as described herein.

(4) A season's pass may be issued to motor vehicles of residents and nonresidents of Burlington upon a payment of a fee determined annually by the ~~P~~parks and recreation ~~C~~ommission, subject to final approval of the city council. For the purpose of these regulations, the legal address as listed on the registration of the vehicle in question shall determine residency. Eligible vehicles must be owned or otherwise be substantially controlled by the individual making application and intended for ~~his or her~~ their private, noncommercial recreational use while at said parks.

~~(5) A special season's pass may be issued to residents and nonresidents for the use of Leddy Park upon payment of a fee determined annually by the parks and recreation commission, subject to final approval of the city council. Reserved.~~

(6) A special boat trailer season's pass may be issued to residents and nonresidents for the use of Perkins Pier upon payment of a fee determined annually by the ~~P~~parks and recreation ~~C~~ommission, subject to final approval of the city council, in addition to the purchase of the appropriate resident or nonresident season's vehicle pass. The trailer may not be left for storage beyond three (3) nights at any parking lot or boat launch location, unless permission is provided by the Harbormaster or Deputy Harbormaster.

(7) Season's vehicle passes may be issued by the ~~superintendent of parks and recreation Parks,~~ Recreation and Waterfront Department, or designee, to vehicles leased for personal use under the following conditions:

(a) The vehicle is lawfully registered ~~in the State of Vermont.~~

An Ordinance in Relation to An Amendment to Appendix D sections 1 and 4, Rules and Regulations of City Park

(b) The applicant is able to produce evidence satisfactory to the ~~superintendent~~ Department that the vehicle in question is substantially controlled for the personal use with permission of the owner or lessee.

(8) A business pass may be issued to the operator of a motor vehicle for specific business with the ~~department of parks and recreation~~ Parks, Recreation & Waterfront Department, or a concessionaire or licensee under contract with the department to operate within the park, except that said pass shall not be available to any applicant for use of a recreational service during the time of admission, ~~such as renting a sailboat from a concessionaire. Said business pass shall be for a period of one-half (1/2) hour, unless prior notice is given and an extension approved by the department.~~

(9) There shall be no admission fee for pedestrians or for the operators of bicycles, busses owned by CCTA, vehicles of parks and recreation department employees, or other municipal, state or United States Government vehicles operated by persons conducting official business.

(10) All busses, defined as vehicles with carrying capacity of sixteen (16) or more passengers, may be admitted on a space-available basis at a fee determined annually by the ~~Pparks and recreation~~ Commission, subject to final approval of the city council.

(11) The falsification of identification or legal address for the purpose of obtaining a city resident pass shall be considered a violation of a city ordinance and conviction thereof shall be punishable by a fine not to exceed ~~fifty~~ seventy-five dollars (\$~~50~~75.00).

(12) The ~~board of parks and recreation commissioners~~ Parks Commission reserves the right to suspend or revoke, after appropriate hearing for violation of a parks and recreation regulations or ordinance, any permit issued under provisions hereof.

(C) Swim at your risk at all city beaches and water access points.

Sections 5-8. As written.

407

408

409

410 * Material stricken out deleted.

411 ** Material underlined added.

412

413 cw/hm/Ordinances 2025/ An Amendment to Appendix D, Sections 1 and 4, Rules and Regulations of the Burlington Parks and Recreation
414 Department

415 June 16, 2024

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Parks Submitter: Cindi Wight

Title/Subject: Update Appendix D Sections 1 and 4

Approval Requested:

☐ Board of Finance

☒ City Council

☐ Both BOF and Council

Meeting Date:

[Click or tap to enter a date.](#)

6/16/2025

[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	6/6/2025	Cindi Wight
Mayor's Office	Yes	6/10/2025	Erin Jacobsen
Board/Commission	Yes	5/13/2025	Parks Commission
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	Hayley McClenahan
CAO for budget, financing, and memo	Yes	6/10/2025	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

ORDINANCE 6.25

Sponsor: Parks, Arts & Culture

Committee (PACC)

Public Hearing Dates: _____

In the Year Two Thousand Twenty-Five

An Ordinance in Relation to

An Amendment to Appendix D, Sections 1 and 4, Updating Parks
Rules and Regulations

First reading: 06/16/25

Referred to: _____

Rules suspended and placed in all

stages of passage: 06/16/25

Second reading: _____

Action: _____

Date: _____

Signed by Mayor: 06/18/25

Published: 06/25/25

Effective: 07/16/25

It is hereby Ordained by the City Council of the City of Burlington as follows:

That Appendix D, Rules and Regulations of the Burlington Parks and Recreation Department, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Section 1 and Section 4, thereof to read as follows:

1 Park reservation and special use policy.

(A) *General Statement:* The department of parks and recreation will make park properties and facilities available to the public on a first-come-first-served basis. Certain areas and facilities may be available for special use on a reservable and exclusive-use basis. Special use of areas and facilities must be compatible with the department's overall policy of appropriate and equitable use and wise land management. Specific policies and regulations have been developed as detailed in subsections (C) through (I), which cover many of these special uses. Any request for park use which is not detailed in subsections (C) through (I) must be submitted to the board of parks and recreation commissioners Parks Commission for consideration.

The policies and procedures for park special use and required permits as stated herein are exclusive of contractual agreements in excess of four (4) days which are generally associated with seasonal concessionaires and the operation of the Gordon H. Paquette Municipal Arena and the North Beach Campground.

(B) *Objectives:* The objectives of the park reservation and special use policy as detailed herein is to define the purpose for which park areas and facilities may be used, appropriateness and conditions of use, scheduling requirements and priorities, permit requirements and applicable charges for services and facilities provided by the department. An individual might require more than one permit, depending on the activity.

(C) *Types of Park Special-Use Permits:*

(1) Standard form—Park special-use General Park permit;

A group of twenty or more who use a park area or facility

(2) Approved schedules submitted by recognized youth or adult sports leagues, Burlington City governmental divisions or recognized annual concert series.

(3) ~~Contract agreement.~~ Reservation Permit

ORIGINAL

AN ORDINANCE
IN RELATION TO

Introduced by

Councilor

Read in City Council first time

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Attest,

, Clerk.

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, Mayor.

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And the within Ordinance was ordered published for _____ day,

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Adopted _____ Published _____ Effective _____

_____, City Clerk

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An Ordinance in Relation to An Amendment to Appendix D sections 1 and 4, Rules and Regulations of City Park

Included as part of a facility rental

(4) Park entertainer's license. Videography and photography permit (commercial use)

Any use of videos, drones, or photography for commercial purposes in city parks.

(5) Programs in Parks Permit

For any commercial program or instruction in parks

(6) Officiants Permit

For Officiants who charge to perform weddings and civil ceremonies in parks

(7) Neighborhood Park Permit

For neighborhood focused events sponsored by residents, neighborhood businesses, or non-profits

(8) Rally/demonstration permit

For demonstrations in parks

(9) Bike Path Permit

For use of the Burlington Greenway for an event

(D) *Conditions Requiring Park Special Use Approvals Permits:* A park special use permit approval by the Parks Commission is required if one or more of the following conditions exist.

~~(1) A group of individuals of twenty (20) or more who use a park area or facility.~~

~~(2) Reservation and exclusive use of a park area or facility for a specific time and date or on a continued scheduled basis.~~

~~(3) Use of park area or facility for an event open to the public.~~

~~(4) Use of park area or facility for commercial or fund-raising purposes, including, but not limited to, the sale of goods and services, solicitation of monies, sale of tickets or games of chance, and the use of park areas or properties to conduct an activity where the exchange of money for a product or service does not occur directly in the park, such as mass media advertising or photography. Officiant and Program Permits, while commercial, do not require Park Commission approval.~~

~~(5) The conduction of a sports tournament or event where individuals or teams are charged a fee to participate or spectate.~~

~~(6) Use of park area for park entertainers where donations may or may not be solicited.~~

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(2) Fundraising

(3) Amplified Sound

Any sound created by the use of sound amplification equipment associated by an event beyond what is permitted in Section H.

(E) Rules and Regulations Concerning Park Special-Use Permits:

(1) Park special use permits will be issued to responsible persons eighteen (18) years of age or older.

(2) Persons representing organizations, institutions or businesses must be an authorized representative and accountable for any personal or property damage arising from the activities of the group and for the conduct of those in the group.

(3) Payments associated with standard-form park special-use permits must be made at the time the permit is issued.

~~(4) Standard form park special-use permits must be picked up at least twenty-four (24) hours before the scheduled use. Permits associated with Saturday and Sunday use must be picked up by 12:00 noon of the preceding Friday. Permits not picked up prior to established deadlines will be voided upon department discretion.~~

(54) Requests for adjustments to park permits may be made by the applicant forty-eight (48) hours prior to scheduled use without liability. Refunds for cancellations follow the department refund policy. Park reservations and permits may be canceled by the applicant forty-eight (48) hours prior to scheduled use without liability. The department will issue cancellation notices as far in advance as possible, but reserves the right to cancel at any time as deemed necessary.

(65) Permits may be canceled by authorized department personnel or the chief and tour commander of the police department at the time of the reservation if the conditions and intent of the permit is violated or if the permit holders violate any park rule or regulation, park or city ordinance, Vermont state or federal law.

(76) Upon cancellation of a permit as a result of a violation of the permit agreement or violation of park regulations, park or city ordinances, Vermont state or federal law, the park area and/or facilities will be vacated by the group as stated on the permit and the area/facility will revert to use on a first-come-first-served basis until such time as a succeeding permit comes into effect.

(87) No tickets are to be sold or admission charged, donations or other money-raising methods conducted except as expressly approved by the ~~board of parks and recreation commissioners~~ Parks Commission or authorized designee.

(98) No group shall conduct any activity causing undue additional work for the department unless a previous agreement has been made for reimbursement.

(109) Permits are not transferrable to another individual or group.

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(140) Request for park special use requiring department or Park Commission approval may be made in person, by telephone or in writing. Request for park special use requiring approval by the board of parks and recreation commissioners must be submitted in writing.

(121) Individuals or groups, including vendors associated with events, engaging in the sale of items intended for consumption or sponsoring an athletic event where participants are charged a fee must shall be required to provide proof of a comprehensive liability policy protecting themselves and the City of Burlington, as an additional insured, from loss or liability arising out of their sponsored activities as required by the City's Policy on Procurement, Property Disposition, and Approval Authority for Public Contracts and Related Financial Transactions. The limits of such policy shall be no less than three hundred thousand dollars (\$300,000.00) per person and three hundred thousand dollars (\$300,000.00) per occurrence will be identified in the permit application.

(13) —Licenses:

~~Individual license: Each individual applying for a parks entertainer's license shall be granted such a license after paying the appropriate fee and providing the following information to the parks commission: 1) individual's name, address, and telephone number; and 2) a recent picture of the individual showing the head and shoulders in a clear and distinguishable manner. The parks division office will take the photo if necessary for one dollars and twenty five cents (\$1.25).~~

~~If an entertainer is unable (due to special circumstances) to come to the office that person may apply by mail. This license allows a person to perform. It is not an employment contract.~~

~~Group license: If two (2) or more street entertainers are performing as a group, one license, listing each member of the group, may be issued after paying the appropriate fee and providing the following information to the parks commission: 1) individual's names, addresses and telephone numbers; and 2) a recent picture of the individuals showing their heads and shoulders in a clear and distinguishable manner. The parks division office will take the photo, if necessary, for one dollar and twenty five cents (\$1.25).~~

~~If an entertainer is unable (due to special circumstances) to come to the office, that person may apply by mail.~~

~~Annual license: An annual license may be issued to an entertainer or group if 1) at least five (5) daily/weekend licenses have been obtained; and 2) no valid complaints have been filed during the five (5) separate performing dates. (A valid complaint is defined as one which relates to violations of the rules and regulations set forth in these guidelines).~~

~~Minors: Any person under the age of eighteen (18) must have a parent or guardian present when applying for a license. The parent or guardian must provide a written statement 1) assuming full responsibility for the minor's performance; and 2) agreeing to hold and save harmless the City of Burlington Parks and Recreation Department, its agents, employees, and offices, harmless for any and all liability arising out of or in connection with the minor's performance.~~

~~Display of license: Parks entertainers must display their licenses while they are performing. If they do not, it will be assumed that the person is not licensed and the police or staff will ask the person to cease performing.~~

~~Signing of license: By signing the license, the licensee acknowledges understanding that:~~

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* * * * *

An Ordinance in Relation to An Amendment to Appendix D sections 1 and 4, Rules and Regulations of City Park

1) ~~They are conversant with these rules and regulations and with any city ordinances that may govern park entertainers.~~

2) ~~Having a parks entertainer's license in no way protects them from the enforcement of any such relevant rule, regulation or ordinance of the city or state;~~

3) ~~The right to act as a park entertainer in the parks is a privilege; and~~

4) ~~His or her activities as a park entertainer must not constitute a nuisance.~~

~~Annual license renewal:~~ Licensees are responsible for renewing their licenses. Conditions of renewing the annual licenses are:

1) ~~Park entertainers have notified the parks and recreation department of any change of address during the previous year;~~

2) ~~No valid complaints have been filed against the entertainer during the previous season; and~~

3) ~~The entertainer/group has applied in person for the renewal of the annual license.~~

~~Park entertainers, who have not met the requirements for renewal of an annual license, may begin the process to receive an annual license which is outlined above.~~

Fees:

	-
Daily licenses (individual/group)	\$ 5.00
Annual licenses (individual/group)	25.00

~~Locations:~~ The Burlington City ordinances allow no more than two (2) parks entertainment acts in the following parks at any time. These parks are North Beach, Leddy, City Hall, Perkins Pier, Waterfront and Oakledge. For the purpose of site selection, a group shall be considered as one entertainment act. These licenses shall be granted on a first come first serve basis. Further guidelines established by the parks commission are as follows:

1) ~~Entertainers are excluded from performing at the Burlington Community Boathouse and the College Street Pier.~~

~~Entertainers must observe a 150-foot buffer from the upper and lower shelters at Oakledge Park.~~

~~Entertainers must observe a 150-foot buffer from the North Beach Bathhouse.~~

~~Entertainers must observe a 100-foot buffer from the Bandshell at Battery Park.~~

~~Entertainers must observe a 50-foot buffer around any buildings at City Hall Park.~~

~~Entertainers must observe a 50-foot buffer around any docks or buildings at Perkins Pier.~~

~~Entertainers must observe a 50-foot buffer around any tennis courts or buildings at Leddy Park.~~

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~~2) — There may be only two (2) park entertainment acts per park. Park entertainers shall be responsible for selecting sites in the parks within the above-noted guidelines. Further restrictions may apply.~~

~~3) — Park entertainers share responsibility for maintaining clear pathways to adjacent businesses, vending operations and through the pedestrian right-of-way.~~

~~4) — Park entertainers may not use park benches while performing.~~

~~5) — Entertainers will be restricted to certain locations during park special events.~~

~~*Performance time:* The park entertainers may perform only from 10:00 a.m. to 9:00 p.m. Sunday through Thursday and 10:00 a.m. to 10:00 p.m. Friday and Saturday.~~

~~Maximum performance time per park per day is two (2) contiguous hours, ten (10) minutes may be allowed for set up, if needed.~~

~~Entertainers will be restricted to certain times during parks and recreation sponsored events.~~

~~*Volume control:* Parks entertainers may not use amplified sound. Entertainers using brass instruments and saxophones must mute them. Performers must reduce the level of sound or mute their instruments upon request by authorized personnel or Burlington Police. If they do not comply, their license will be revoked.~~

~~*Sale of products:* Licensed park entertainers may sell tapes or other recordings of their own performance(s). No additional license (e.g., a vendor's license) is required for this activity.~~

~~*Disciplinary action:* A valid complaint is defined as one which relates to violations of the rules and regulations set forth in these guidelines. A complaint must also be received in writing containing the complainants' name, address and phone number. A complaint may be valid if parks and recreation staff document violation of rules set forth herein.~~

~~The first valid complaint filed against a license holder will be communicated verbally.~~

~~The second valid complaint causes revocation of the license until the entertainer appears before the parks commission to resolve the issue.~~

~~Should the parks commission decide to extend the revocation of a license, it may choose to do so for up to thirty (30) days for a first offense, for up to twelve (12) months after a second offense, or for up to twenty-four (24) months after a third offense.~~

~~If a licensee is found guilty of violating a City of Burlington ordinance and/or State of Vermont law while performing, the license will be automatically revoked and no new license may be issued for twenty-four (24) months.~~

~~*Insurance:* Acts which may be considered dangerous (e.g. Acts involving knives, fire, other hazardous materials) must provide insurance. The licensee shall maintain a policy which limits liability for bodily injury and property damage in the amount of at least one hundred thousand dollars (\$100,000.00)* for bodily injury to any one person, and for damages to property in the amount of at least twenty-five thousand dollars (\$25,000.00) resulting~~

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~~from any one accident. The licensee must provide proof of such insurance to the parks and recreation department upon request.~~

~~**Note**—Insurance amounts may be changed subject to checking with the city's insurance administrator.~~

(F) *Park User Classifications*: Park areas and facilities will be available for special use on a first-come-first-served reservation system. However, upon the discretion of the department, to best serve the recreational needs of the public, and in order to give priority to the various groups making application for special use, the user classifications will preclude the first-come-first-served reservation system. Appeals for park special use allocations may be made in writing to the ~~board of parks and recreation commissioners~~ Parks Commission for consideration.

(1) Class I Recreational—Open to the public:

(a) Department-sponsored events and activities.

(b) Department-cosponsored events and activities.

(c) Burlington School District youth athletics

(ed) Nonprofit youth and adult sports leagues.

(de) Governmental divisions/agencies, quasi-public agencies, nonprofit agencies.

(ef) Individuals, groups, organizations, businesses.

(2) Class II Recreational—Closed membership, not open to the public.

(3) Class III Nonrecreation—Nonprofit.

(4) Class IV Commercial.

~~(5) Class V Park Entertainers.~~

(G) *Park Special Use Approval Authorization*:

(1) The department of parks and recreation is authorized to process and approve all requests for park special use ~~in compliance with the policies as set forth in the park special use policy, including the exposure and sale of goods and services in connection with an event when such sales are conducted by the sponsor of the event and intended to defray cost of the event. Proceeds from such sales may also be used to defray operating expenses of governmental divisions, quasi-public or nonprofit organizations or agencies. permits unless noted as requiring Special Use Approval in section D or outside of a standard use of a park.~~

(2) Request for park use, commercial in nature, intended to generate a profit and not affiliated with an activity or event occurring on park property All Special Use Approvals must be submitted in writing and approved by the ~~board of parks and recreation commissioners~~ Parks Commission.

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(3) Any request for ~~City department~~ cosponsorship of an event or for park special use not in compliance with the park special use policy must be submitted in writing and approved by the ~~board of parks and recreation commissioners~~ Parks Commission.

(H) ~~Approved Special Use Activities by Park:~~ Park special use permits will be issued for park areas and facilities under the following guidelines and restrictions:

(1) ~~Neighborhood and Community parks:~~ Lakeside, Pomeroy, Roosevelt, Schmanska, Smalley, Appletree, Baird, Kieslich, Schifilliti, Ethan Allen, Calahan, Starr Farm, Dewey, Champlain Street. Neighborhood parks, generally serving an area within a one-quarter-mile radius, are intended for use by neighborhood residents on a first-come-first-served basis. ~~Park special use p~~Permits for events will be issued only to local youth groups, neighborhood organizations and civic organizations for specific events. Approval for continuous scheduled use by youth sports leagues may also be granted. Sound played through a personal device Stereo, radio or other amplified music shall be prohibited in neighborhood parks from 10:00 p.m. until 7:00 a.m. and all events using amplified sound must have Park Commission approval.

(2) ~~Special use areas~~ Regional Parks: Battery Park, City Hall Park, Perkins Pier, Waterfront Park, Oakledge Park, North Beach, Burlington Greenway, A Dog Skate Park.

(a) Battery Park—Cultural, performing arts and concerts, public speeches and demonstrations, civic ceremonies, fund raising, shows and exhibits. ~~Permit for entertainment must be approved by the board of parks and recreation commissioners.~~ The amplified sound at events or concerts shall not exceed ~~three four~~ three (34) consecutive hours in duration. Sound checks or testing shall commence no earlier than ~~one-half three~~ three (3) hours before the start of the permitted performance schedule. Concerts shall be limited to three (3) per week, not more than one per day, with the week commencing on Saturday at 9:30 a.m. Concerts shall not be scheduled on more than two (2) consecutive days and will commence no earlier than 9:30 a.m. unless specifically authorized by the board of parks and recreation commission, nor shall they conclude later than 9:00 p.m. The volume level of any concert, or any event with amplified sound, shall not exceed ~~seventy-eighty-five~~ seventy-eighty-five (785) decibels (A-weighted) at any time when measured at any place on the exterior perimeter of the park.

(b) City Hall Park—Cultural, performing arts and concerts, public speeches and demonstrations, civic ceremonies, fund raising, shows and exhibits. ~~Permit for entertainment must be approved by the board of parks and recreation commissioners.~~ Sound checks or testing shall commence no earlier than ~~one-half three~~ three (3) hours before the start of the permitted performance schedule.. Concerts shall be limited to a maximum of three-eight (38) per week, not more than ~~one~~ three per day, with the week commencing on Saturday at 8:00 a.m. Concerts shall conclude no later than ~~910:00~~ 9:00 p.m. The volume level of any concert shall not exceed ninety-five (95) decibels (A-weighted) at any time when measured at any place on the exterior perimeter of the park.

(c) Perkins Pier—Waterfront or aquatic-oriented events. ~~Permit for entertainment must be approved by the board of parks and recreation commissioners.~~ The amplified sound at events or concerts shall not exceed four (4) continuous hours in duration. Sound checks or testing shall commence no earlier than ~~one~~ three hours before the start of the permitted event or concert and ~~shall last no longer than one hour~~ no earlier than 9:00 am. The volume level of any concert, or any event with amplified sound, shall not exceed eighty-five (85) decibels (A-weighted) at any time when measured at any place on the exterior perimeter of the park.

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(d) ~~Waterfront Park—As administered by department of water resources. Available for cultural, performing arts and concerts, fundraising events, shows and exhibits. Amplified sound must follow Act250 Waterfront Park requirements and all events require Waterfront Event Committee approval.~~

~~(3) City parks: Ethan Allen Park, Leddy Park, Oakledge Park, North Beach Park.~~

~~(a) Ethan Allen Park—Limited facilities restrict use to a time period of three (3) hours. Use of the park exceeding three (3) hours requires provisions for restroom facilities.~~

~~(b) Leddy Park—Available for field sports, tennis, picnicking and aquatic events. Permit for entertainment must be approved by the board of parks and recreation commissioners. The amplified sound at events or concerts shall not exceed four (4) continuous hours in duration. Sound checks or testing shall commence no earlier than one three hours before the start of the permitted event or concert and shall last no longer than one hour no earlier than 9:00 am. The volume level of any concert, or any event with amplified sound, shall not exceed eight-five (85) decibels (A-weighted) at any time when measured at any place on the exterior perimeter of the park.~~

~~(e) Oakledge Park—Available for field sports and picnicking. Use of amplified recorded or live entertainment must be approved by the board of parks and recreation commissioners. Permit for entertainment must be approved by the board of parks and recreation commissioners. The amplified sound at events or concerts shall not exceed four (4) continuous hours in duration. Sound checks or testing shall commence no earlier than one three hours before the start of the permitted event or concert and shall last no longer than one hour no earlier than 9:00 am. The volume level of any concert, or any event with amplified sound, shall not exceed eight-five (85) decibels (A-weighted) at any time when measured at any place on the exterior perimeter of the park.~~

~~(d) North Beach Park—Available for aquatic events, picnicking and fundraising events. Permit for entertainment must be approved by the board of parks and recreation commissioners. The amplified sound at events or concerts shall not exceed four (4) continuous hours in duration. Sound checks or testing shall commence no earlier than one three hours before the permitted event or concert and shall last no longer than one hour and no earlier than 9:00 am. The volume level of any concert, or any event with amplified sound, shall not exceed eight-five (85) decibels (A-weighted) at any time when measured at any place on the exterior perimeter of the park.~~

~~(h) Burlington Greenway – Available for runs and walks and requires a bike path permit regardless of entry and exit points for events. Bicycle events require special use approval by the Parks Commission.~~

~~(i) A Dog Skate Park – Available for recreation programming and special community events. Permit for exclusive use, outside of department programs, must be approved by the Parks Commission~~

~~(4) Playfield parks: North Park, South Park.~~

~~(a) North Park—Youth field sports.~~

~~(b) South Park—Youth and adult field sports.~~

~~(5) Playground parks: Champlain St. Park.~~

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* * * * *

An Ordinance in Relation to An Amendment to Appendix D sections 1 and 4, Rules and Regulations of City Park

~~(a) Champlain St. Park—Not available for special use.~~

~~(36) District parks~~Park Natural Areas: Arms Property~~Park, McKenzie Park, Northshore Natural Area, 127 Recreation Path, Urban Reserve, Intervale Property.~~

Property suitable for passive recreation and educational purposes

~~(a) Arms Property—Undeveloped property suitable for passive recreation and educational purposes.~~

~~(b) Intervale Property—Same as Arms Property.~~

(I) Sound from personal devices must be restricted to within six feet of the device.

~~(J) Fees and Charges: As set annually by the board of parks and recreation commissioners~~ Parks Commission

(K) Appeals: Denial of a Park Permit by the Department of Parks, Recreation, and Waterfront, or the requirement of a permit for a proposed activity, may be appealed to the Parks Commission for review. Such appeal must be submitted at least seven (7) days prior to the regularly scheduled Parks Commission meeting prior to the date of the proposed activity. The Parks Commission's decision on the denial or requirement for a permit shall be final.

(L) Alcohol: All rules and regulations regarding alcohol in parks are governed by Chapter 21, section 38 of the Burlington Code of Ordinances.

(M) Penalties: Permittees violating conditions of permits, may lose the opportunity for future permits, in addition to those penalties outlined Chapter 22 of the Burlington City Ordinances.

Section 2: Perkins Pier Marina, Waterfront Park and Community Boathouse. As written.

Section 3: Harbor and waterways; designated areas. As written.

4 Beaches and waterfront areas.

(A) Prohibited Activities:

(1) Changing clothes except in bathhouse.

(2) Permitting dogs, except for service dogs, on beaches, except where permitted elsewhere in Appendix D.~~Unless excepted elsewhere in these rules, bringing animals, except for seeing eye dogs, to the beaches or adjacent picnic areas.~~

(3) ~~Swimming between the hours of 8:30 p.m. and 9:30 a.m.~~ from dusk till dawn during the summer season or at any time before the beaches are opened for the season or after they are closed for the season.

~~(4) Failing to stop at the attendant's booth prior to entering the controlled access areas and/or proceeding without permission of the attendant.~~

ORIGINAL

AN ORDINANCE
IN RELATION TO

Introduced by

Councilor _____

Read in City Council first time

_____, 20____.

Attest,

_____, Clerk.

Rules suspended, and ordinance placed in all stages of
passage.

_____, 20____.

Attest,

_____, Clerk.

Read in City Council second time

_____, 20____.

Attest,

_____, Clerk.

Passed in City Council at meeting held

_____, 20____.

Attest,

_____, Clerk.

Approved _____, 20____.

_____, Mayor.

I, _____, City Clerk of the City of Burlington
and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has
been duly published according to Law and the Charter of the City, and in compliance with said
Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day,

namely the _____ day of _____, 20____.

Adopted _____ Published _____ Effective _____

_____, City Clerk

Distribution

I hereby certify that this Ordinance has
been sent to the following department(s)
on _____

Attest:

* * * * *

An Ordinance in Relation to An Amendment to Appendix D sections 1 and 4, Rules and Regulations of City Park

(5) Swimming from or at Perkins Pier from May 1 to October 31.

(6) Leaving unattended a child yet to reach his their twelfth ~~eightth~~ birthday.

(7) Using inflatable or foam rafts or tubes. ~~balls, frisbees, flotation devices or other toys or sporting equipment in the water except under provisions or conditions approved in advance by parks and recreation department personnel.~~

(8) Using non-personal Coast Guard approved flotation devices

~~(89)~~ Parking in any area except the parking lots unless specifically directed to do otherwise by parks and recreation department personnel.

(B) *Rate Structure:*

(1) The following regulations shall apply to persons entering Bernard J. Leddy Park, Oakledge Park, North Beach and Perkins Pier during the summer season, generally held to be May 15 until Labor Day or as otherwise posted.

(2) Reserved.

(3) No person shall enter the above-mentioned areas by motor vehicle unless the operator of the motor vehicle pays an daily entrance fee determined annually by the Pparks and recreation Commission, subject to the final approval of the city council, except that no daily fee shall be charged any vehicle or trailer:

(a) ~~Exhibiting a~~ With a season's pass;

(b) Whose operator is the rightful bearer of a Green Mountain Passport if applicable. Park locations which accept the Green Mountain Passport shall be posted on the Department's parking webpage and updated annually; or

(c) Whose operator qualifies for and receives a business pass as described herein.

(4) A season's pass may be issued to motor vehicles of residents and nonresidents of Burlington upon a payment of a fee determined annually by the Pparks and recreation Commission, subject to final approval of the city council. For the purpose of these regulations, the legal address as listed on the registration of the vehicle in question shall determine residency. Eligible vehicles must be owned or otherwise be substantially controlled by the individual making application and intended for his or her their private, noncommercial recreational use while at said parks.

~~(5) A special season's pass may be issued to residents and nonresidents for the use of Leddy Park upon payment of a fee determined annually by the parks and recreation commission, subject to final approval of the city council. Reserved.~~

(6) A special boat trailer season's pass may be issued to residents and nonresidents for the use of Perkins Pier upon payment of a fee determined annually by the Pparks and recreation Commission, subject to final approval of the city council, in addition to the purchase of the appropriate resident or

ORIGINAL

AN ORDINANCE
IN RELATION TO

Introduced by

Councilor _____

Read in City Council first time

_____, 20_____.

Attest,

_____, Clerk.

Rules suspended, and ordinance placed in all stages of
passage.

_____, 20_____.

Attest,

_____, Clerk.

Read in City Council second time

_____, 20_____.

Attest,

_____, Clerk.

Passed in City Council at meeting held

_____, 20_____.

Attest,

_____, Clerk.

Approved _____, 20_____.

_____, Mayor.

I, _____, City Clerk of the City of Burlington
and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has
been duly published according to Law and the Charter of the City, and in compliance with said
Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day,
namely the _____ day of _____, 20_____.

Adopted _____ Published _____ Effective _____
_____, City Clerk

Distribution

I hereby certify that this Ordinance has
been sent to the following department(s)
on _____

Attest:

* * * * *

An Ordinance in Relation to An Amendment to Appendix D sections 1 and 4, Rules and Regulations of City Park

nonresident season's vehicle pass. The trailer may not be left for storage beyond three (3) nights at any parking lot or boat launch location, unless permission is provided by the Harbormaster or Deputy Harbormaster.

(7) Season's vehicle passes may be issued by the ~~superintendent of parks and recreation~~ Parks, Recreation and Waterfront Department, or designee, to vehicles leased for personal use under the following conditions:

(a) The vehicle is lawfully ~~registered in the State of Vermont.~~

(b) The applicant is able to produce evidence satisfactory to the ~~superintendent~~ Department that the vehicle in question is substantially controlled for the personal use with permission of the owner or lessee.

(8) A business pass may be issued to the operator of a motor vehicle for specific business with the ~~department of parks and recreation~~ Parks, Recreation & Waterfront Department, or a concessionaire or licensee under contract with the department to operate within the park, except that said pass shall not be available to any applicant for use of a recreational service during the time of admission, ~~such as renting a sailboat from a concessionaire. Said business pass shall be for a period of one-half (1/2) hour, unless prior notice is given and an extension approved by the department.~~

(9) There shall be no admission fee for pedestrians or for the operators of bicycles, busses owned by CCTA, vehicles of parks and recreation department employees, or other municipal, state or United States Government vehicles operated by persons conducting official business.

(10) All busses, defined as vehicles with carrying capacity of sixteen (16) or more passengers, may be admitted on a space-available basis at a fee determined annually by the ~~P~~parks and recreation ~~C~~ommission, subject to final approval of the city council.

(11) The falsification of identification or legal address for the purpose of obtaining a city resident pass shall be considered a violation of a city ordinance and conviction thereof shall be punishable by a fine not to exceed ~~fifty~~ seventy-five dollars (\$~~50~~75.00).

(12) ~~The board of parks and recreation commissioners~~ Parks Commission reserves the right to suspend or revoke, after appropriate hearing for violation of a parks and recreation regulations or ordinance, any permit issued under provisions hereof.

(C) Swim at your risk at all city beaches and water access points.

Sections 5-8. As written.

* Material stricken out deleted.

** Material underlined added.

ORIGINAL

AN ORDINANCE

IN RELATION TO

An Amendment to Appendix D, Sections 1 and 4,

Updating Parks Rules and Regulations

Introduced by

Colin Holt PACC

Read in City Council first time

June 16, 2025

Attest,

[Signature], Clerk.

Rules suspended, and ordinance placed in all stages of passage.

June 16, 2025

Attest,

[Signature], Clerk.

Read in City Council second time

June 16, 2025

Attest,

[Signature], Clerk.

Passed in City Council at meeting held

June 18, 2025

Attest,

[Signature], Clerk.

Approved

[Signature], Mayor.

Distribution

I hereby certify that this Ordinance has been sent to the following department(s) on

BPRW Director Wight

_____, City Clerk

Effective 07/16/25

Published 06/25/25

Adopted 06/16/25

Attest:

[Signature]
Council and License Coordinator
Lori Olberg

* * * * *

Resolution Relating to

APPROVING THE ISSUANCE OF GRANT ANTICIPATION
NOTES FOR THE COSTS OF AIRPORT IMPROVEMENT
PROJECTS

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 of Burlington (the “City”) owns and operates the Burlington International
2 Airport (the “Airport”); and
3 WHEREAS, the City anticipates the receipt of federal grants from the Federal Aviation Administration
4 (the “FAA”) for airport improvement projects, which, together with current grants from the FAA, total at least
5 \$10,000,000 (the “Grants”); and
6 WHEREAS, the City will implement the airport improvement projects pending the receipt of the Grants and
7 will receive reimbursement from the FAA under the Grants; and
8 WHEREAS, the City Council, pursuant to 24 V.S.A. § 1773(c), may undertake temporary loans in
9 anticipation of the receipt of grants-in aid from any source, for a period of not more than one year, and may
10 refund and renew outstanding temporary loans by the issuance of a new note or notes dated before the date the
11 total grant-in-aid is received;
12 NOW, THEREFORE, BE IT RESOLVED that the City shall issue grant anticipation notes, secured by
13 the Grants, in one or more series, in an aggregate principal amount not to exceed \$10,000,000 (the “Notes”),
14 for the object and purpose of financing the costs of the Airport Improvement Projects that are the subject of
15 the Grants. The Notes shall be secured by a pledge of the Grants as payment therefore and shall mature less
16 than one year from the date of issuance thereof. The Notes may further be payable on a subordinate basis,
17 from net revenues of the Airport, to the extent legally permissible under the Airport General Bond Resolution
18 adopted May 6, 1997 (as supplemented and amended to date). The Notes may be issued on a draw-down line
19 of credit basis; and
20 BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of
21 Finance, and the Assistant Director of Finance are, and each one of them is, hereby authorized and empowered
22 to execute and deliver (i) the Notes on behalf of the City, in such form and with such terms as they deem
23 necessary and in the City’s best interest, (ii) one or more security, pledge and loan agreements as may be
24 requested by the financial institution purchasing the Notes, and (iii) all other documents and instruments

25 approved as to form by the City Attorney as may be necessary or convenient in connection with the issuance
26 of the Notes and/or the receipt of the Grants.

27

28 TM/Resolutions 2025/Approving the Issuance of Grant Anticipation Notes for the Costs of Airport Improvement Projects

29 6/2/25



OFFICE OF THE CLERK/TREASURER City of Burlington

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

To: Board of Finance & City Council
From: Darlene Bayko, Asst Director of Finance
Marie Friedman, CPA, Chief Financial Officer, Burlington International Airport

Date: June 2 & 16, 2025 Board of Finance & City Council
Action: Action
RE: Grant Anticipation Note (GAN)

Executive Summary

The Airport needs temporary financing in anticipation of funding that is obligated under the current twenty-three Federal Aviation Administration (FAA) Grants. These grants cover many projects including runway and taxiway improvements, terminal apron rehabilitations, noise mitigation measures for residences and residential sound insulation, building a new apron, a new passenger boarding bridge and updating the noise exposure map. The proposed Grant Anticipation Note is secured by a pledge of the Grants, and not the Full Faith and Credit of the City, and will have a maturity of less than one year from the date of issuance. The FAA acknowledges that projects approved under their grants may need financing and allows that any interest incurred using a GAN borrowing is 100% reimbursable. Please note that this is the same Grant Anticipation Note that was approved last year, this is just a renewal.

Logistics

The City of Burlington (the "City") is planning to renew a Grant Anticipation Note (the "Note") for Burlington International Airport (the "Airport"). Under 24 V.S.A. § 1773(c), a municipal corporation may, upon resolution of its legislative branch, issue revenue anticipation notes in anticipation of the receipt of grants-in-aid. The proceeds from such grant anticipation notes must be used for the purpose and projects contemplated by the grants. The grant anticipation notes cannot mature more than one year from the date of the note, but may be refunded and renewed. State law allows such grant anticipation notes to be refunded and renewed from time to time prior to receipt of the underlying grant.

The Note is secured by a pledge of the Grants, and not the Full Faith and Credit of the City, and will have a maturity of less than one year from the date of issuance. The FAA allows 100% of GAN interest to be reimbursed under the Passenger Facility Charge program (PFC) through an application process. The Airport uses the City accounting system to track all interest paid under the GAN. Therefore, any interest incurred is eligible to be fully funded by PFC revenues.

History

The City has previously entered into many Airport Improvement Program (AIP) Grant Agreements (the "Grants") with the U.S. Department of Transportation, Federal Aviation Administration, and have been previously approved by the Board of Finance and City Council for certain airport improvement projects. The proceeds from the Note are to be used to implement these projects, and in turn, the City expects to be reimbursed from the Grants.

Issuing the Grant Anticipation Note

The accompanying Resolution provides for the issuance of the Note in an amount up to \$10,000,000. This will be used for financing temporary loans in anticipation of current FAA Grants. The Airport currently has nine active grants for the renewal of the GAN which has a remaining balance of \$43 Million in upcoming expenditures. The Airport also anticipates receiving up to \$19 Million in additional grants during the upcoming fiscal year.

The Resolution authorizes the Mayor, the City's Chief Administrative Officer, and the Director of Financial to execute and deliver the Note, any security, pledge and loan agreements that may be required by the financial institution purchasing the Note, and any other agreements related to the Note or the Grants that may be necessary. As the source of payment is from the FAA, the Note will not be eligible for issuance as a tax-exempt obligation.

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 ChecklistDepartment: Clerk Treasurer Office Submitter: Darlene BaykoTitle/Subject: Fiscal Year 2025 Renewal of \$10MM Airport GAN

	Approval:	Meeting Date:
☒	Board of Finance	6/2/2025
☒	City Council	6/16/2025
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/28/2025	Katherine Schad
Mayor's Office informed and approved memo	Yes	5/29/2025	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	5/28/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	5/28/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

Resolution Relating to

**APPROVING THE ISSUANCE OF GRANT ANTICIPATION
NOTES FOR THE COSTS OF AIRPORT IMPROVEMENT
PROJECTS**

RESOLUTION 6.26

Sponsor(s): Bd. of Finance

Introduced: 06/16/25

Referred to: _____

Action: adopted

Date: 06/16/25

Signed by Mayor: 06/18/25

CITY OF BURLINGTON

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

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

1 That WHEREAS, the City of Burlington (the “City”) owns and operates the Burlington International
2 Airport (the “Airport”); and

3 WHEREAS, the City anticipates the receipt of federal grants from the Federal Aviation Administration
4 (the “FAA”) for airport improvement projects, which, together with current grants from the FAA, total at least
5 \$10,000,000 (the “Grants”); and

6 WHEREAS, the City will implement the airport improvement projects pending the receipt of the Grants and
7 will receive reimbursement from the FAA under the Grants; and

8 WHEREAS, the City Council, pursuant to 24 V.S.A. § 1773(c), may undertake temporary loans in
9 anticipation of the receipt of grants-in aid from any source, for a period of not more than one year, and may
10 refund and renew outstanding temporary loans by the issuance of a new note or notes dated before the date the
11 total grant-in-aid is received;

12 NOW, THEREFORE, BE IT RESOLVED that the City shall issue grant anticipation notes, secured by
13 the Grants, in one or more series, in an aggregate principal amount not to exceed \$10,000,000 (the “Notes”),
14 for the object and purpose of financing the costs of the Airport Improvement Projects that are the subject of
15 the Grants. The Notes shall be secured by a pledge of the Grants as payment therefore and shall mature less
16 than one year from the date of issuance thereof. The Notes may further be payable on a subordinate basis,
17 from net revenues of the Airport, to the extent legally permissible under the Airport General Bond Resolution
18 adopted May 6, 1997 (as supplemented and amended to date). The Notes may be issued on a draw-down line
19 of credit basis; and

20 BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of
21 Finance, and the Assistant Director of Finance are, and each one of them is, hereby authorized and empowered
22 to execute and deliver (i) the Notes on behalf of the City, in such form and with such terms as they deem
23 necessary and in the City’s best interest, (ii) one or more security, pledge and loan agreements as may be
24 requested by the financial institution purchasing the Notes, and (iii) all other documents and instruments

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

* * * * *

25 approved as to form by the City Attorney as may be necessary or convenient in connection with the issuance
26 of the Notes and/or the receipt of the Grants.

27

28 TM/Resolutions 2025/Approving the Issuance of Grant Anticipation Notes for the Costs of Airport Improvement Projects

29 6/2/25

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

C/T, Darlene Bayko

ORIGINAL

RESOLUTION RELATING TO

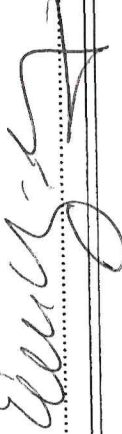
Approving the Issuance of Grant Anticipation Notes
for the Costs of Airport Improvement Projects

Adopted by the City Council

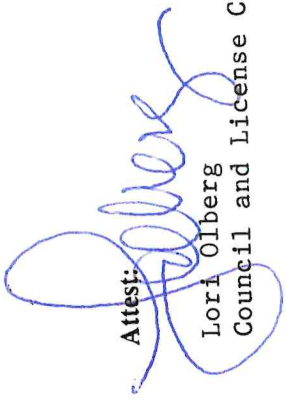
June 16....., 20 25.....

 Clerk

Approved..... June 18....., 20 25.....

 Mayor

Vol. Page

Attest:

Lori Olberg
Council and License Coordinator

* * * * *

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:

That WHEREAS, the City has previously authorized and issued its \$12,000,000 Electric System Revenue Bonds, 2014 Series A (the “2014 Bonds”) for the purpose of financing the acquisition of the Winooski One Hydroelectric Facility by the Burlington Electric Department (“BED”); and

WHEREAS, pursuant to Section 228 and Section 436 of the City Charter, the City Council has the authority to issue revenue refunding bonds to currently refund the 2014 Bonds; and

WHEREAS, BED and the City have discussed with the Vermont Bond Bank the possibility of issuing such revenue refunding bonds to the Vermont Bond Bank in an effort to reduce transaction costs and, through utilizing the State’s general credit rating, lower interest costs on such refunding bonds;

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 228 and Section 436 of the City Charter, as amended, the City Council hereby approves the issuance of electric revenue refunding bonds, to be issued in one or more series (referred to as the 2025 Series A Bonds), in the aggregate principal amount not exceeding \$6,544,000 (the “Bonds”) for the current refunding of all or a portion of the 2014 Bonds; and

BE IT FURTHER RESOLVED, that in order to authorize the issuance of such Bonds under the BED General Bond Resolution adopted October 7, 1981 (as amended to the date hereof, the “General Bond Resolution”), the City Council hereby approves Supplemental Resolution No. 18, adopted by the Board of Electric Commissioners (the “BED Board”), a copy of which is attached hereto (“Supplemental Resolution No. 18”), and authorizes the series certificate referenced in Supplemental Resolution No. 18 (the “Series Certificate”), to be executed and delivered by the General Manager of BED and the Mayor, Chief Administrative Officer, or Director of Finance prior to the issuance of the Bonds as provided in Supplemental Resolution No. 18, each with such changes and completion of information as may be approved by the Mayor, the Chief Administrative Officer, the Director of Financial Operations, or the General Manager of BED; and

BE IT FURTHER RESOLVED, that the Bonds may be issued and sold to the Vermont Bond Bank, or in a private placement, public offering, competitive sale, or negotiated sale with one or more underwriters or underwriting firms, and may be issued on a taxable or tax-exempt basis, and the City may enter into a bond

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

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.



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.

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:

- ☐ Board of Finance
☐ City Council
☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

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.

Resolution Relating to

**AUTHORIZATION FOR BURLINGTON ELECTRIC
DEPARTMENT REVENUE REFUNDING BONDS**

RESOLUTION 6.27

Sponsor(s): Bd. of Finance

Introduced: 06/16/25

Referred to: _____

Action: adopted

Date: 06/16/25

Signed by Mayor: 06/18/25

CITY OF BURLINGTON

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

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

1 That WHEREAS, 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

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

* * * * *

purchase agreement or loan agreement with the Vermont Bond Bank, lender, or underwriter, as the case may be, for such purpose; and

BE IT FURTHER RESOLVED, that if the Bonds are issued to the Vermont Bond Bank, the Bonds shall be subject to the rights of the Vermont Bond Bank, including the rights set forth in Title 24, Chapter 119 of the Vermont Statutes Annotated; and

BE IT FURTHER RESOLVED, that in the event that the true interest cost of the 2025 Series A 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 for the issuance of the Bonds; and

BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of Finance, and the General Manager of BED are, and each one of them is, hereby authorized and directed to prepare one or more Official Statements of the City as they deem necessary in the City's best interest. The Mayor, the Chief Administrative Officer, the Director of Finance, and the General Manager of BED are, and each one of them is, hereby authorized to execute and deliver one or more final Official Statement and to execute and deliver such agreements, including one or more bond purchase agreement with the underwriter or underwriters for the Bonds, continuing disclosure certificates, certificates as to use of proceeds, the Series Certificate, escrow agreement, and all other documents, agreements and instruments necessary or convenient in connection with the issuance of the Bonds; and

BE IT FURTHER RESOLVED that, if in the opinion of the Chief Administrative Officer or the General Manager of BED, it is desirable and in the City's best interest to obtain bond insurance for the Bonds, the Mayor, the Chief Administrative Officer, the Director of Finance, and the General Manager of BED are, and each one of them is, hereby authorized, to enter into such agreements and instruments with the bond insurer in order to obtain bond insurance for the Bonds; and

BE IT FURTHER RESOLVED that it is the official intent of the City Council that BED may reimburse some capital expenditures made for BED and the City, an amount not to exceed \$5,000,000 in the aggregate, with the proceeds of tax-exempt bonds as authorized by the voters of the City at a special meeting of the City held November 5, 2024, in accordance with the requirements of Section 1.150-2 of the Treasury Regulations adopted under the Internal Revenue Code of 1986, as amended. The City reasonably expects on the date hereof that it will reimburse such expenditures with the proceeds of tax-exempt bonds as so authorized by the voters; and

BE IT FURTHER RESOLVED that the City's Chief Administrative Officer, the Director of Finance, and the General Manager of BED are each further authorized to declare additional official notices of intent to

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

* * * * *

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

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

BED General Manager Springer

ORIGINAL

RESOLUTION RELATING TO

Authorization for Burlington Electric Department Revenue Refunding Bonds

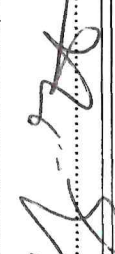
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Adopted by the City Council

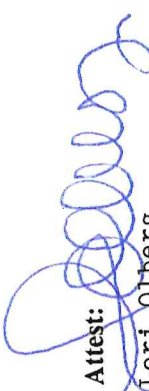
June 16....., 20 25.....

..... Clerk

Approved..... June 18....., 20 25.....

..... Mayor

Vol. Page


Attest:
Lori Olberg
Council and License Coordinator

* * * * *

**2025 COMMISSION/BOARD
APPOINTMENT WORKSHEET**

Commission/Board	Term Expiration	Name of Person to Appoint
Chittenden County Regional Planning Commission	06/30/27	Andy Montroll*, Ward 6
Chittenden County Regional Planning Commission - alternate	06/30/27	Jonathan D. Chapple-Sokol, Ward 1
Church Street Marketplace Commission	06/30/28	Mark Bouchett*
Church Street Marketplace Commission	06/30/28	
Church Street Marketplace Commission	06/30/28	Linda Magoon*, Ward 5
Church Street Marketplace Commission	06/30/28	Samuel Tolstoi*, Ward 6
Fence Viewer	06/30/26	Vikas Mangipudi*, Ward 3
Fence Viewer	06/30/26	Shay Totten*, Ward 2
Fence Viewer	06/30/26	Charlie Giannoni, Ward 2
Green Mountain Transit Board	06/30/28	Matt Kobzik, Ward 4
Green Mountain Transit Board – alternate	06/30/28	No applicant, readvertise
Housing Board of Review	06/30/28	Joshua Wronski*, Ward 2
Housing Board of Review	06/30/28	Olivia Irene Taylor*, Ward 7
Housing Board of Review	06/30/28	Elizabeth (Betsy) McGavisk*, Ward 2

CITY COUNCIL WITH MAYOR PRESIDING

**2025 COMMISSION/BOARD
APPOINTMENT WORKSHEET**

Commission/Board	Term Expiration	Name of Person to Appoint
Airport Commission	06/30/28	Jeff Schulman*, Ward 5
Airport Commission	06/30/28	Andrew Savage, Ward 6
Cemetery Commission	06/30/28	Jennifer Diaz*, Ward 7
Cemetery Commission	06/30/28	Alexandra Millarhouse (nee Millar)*, Ward 4
Conservation Board, 4 yr	06/30/29	Rebecca Roman*, Ward 5
Conservation Board, 4 yr	06/30/29	Ryan Crehan*, Ward 2
Conservation Board, 4 yr	06/30/29	Evan Horne, Ward 1
Conservation Board, 4 yr	06/30/29	Dale Azaria, Ward 6
Conservation Board, 2 yr	06/30/29	Kelly Farrell, Ward 5
Design Advisory Board	06/30/28	Gabriel Stadecker*, Ward 5
Design Advisory Board	06/30/28	Ronald Wanamaker*, Ward 6
Development Review Board	06/30/28	Caitlin Halpert*, Ward 1
Development Review Board	06/30/28	Geoffrey Howard Hand*, Ward 1
Development Review Board	06/30/28	Evan John Gould, Ward 4
Electric Light Commission	06/30/28	Andrew "Andy" Vota*, Ward 5
Electric Light Commission	06/30/28	Bethany Whitaker*, Ward 1
Fire Commission	06/30/28	Kevin M. McLaughlin*, Ward 6
Fire Commission	06/30/28	Linda A. Sheehey*, Ward 1
Board of Health	06/30/28	Jane Seymour*, Ward 6
Board of Health	06/30/28	Jennifer Monroe Zakaras, Ward 6
Library Commission	06/30/28	Sally Blanchard-O'Brien*, Ward 2
Parks and Recreation Commission	06/30/28	Ryan Bergmann*, Ward 5
Parks and Recreation Commission	06/30/28	Kirstin Boehm*, Ward 5

Parks and Recreation Commission	06/30/28	Nate Lantieri*, Ward 5
Parks and Recreation Commission	06/30/28	
Planning Commission	06/30/28	Alexander F. Friend*, Ward 1
Police Commission	06/30/28	Robert Lamar Depper III*, Ward 4
Police Commission	06/30/28	Karen Paul, Ward 6
Police Commission	06/30/28	Julia Ginorio, Ward 2
Police Commission	06/30/28	Tessa Brooks Fast, Ward 6
Public Works Commission	06/30/26	Eliana Fox*, Ward 7
Public Works Commission	06/30/28	Peggy A. O'Neill-Vivanco*, Ward 6
Public Works Commission	06/30/28	Julie Hays, Ward 5
Retirement Board	06/30/28	Robert Hooper*, Ward 4
Board of Tax Appeals	06/30/28	Sonja S. Fuller*, Ward 4
Vehicle for Hire Licensing Board	06/30/27	David M. Hartnett, Ward 4
Vehicle for Hire Licensing Board	06/30/28	Stephen Hamlin*, Ward 7
Vehicle for Hire Licensing Board	06/30/28	No applicant, readvertise
Vehicle for Hire Licensing Board	06/30/28	No applicant, readvertise
Board for Registration of Voters	06/30/28	Lauren Ebersol*, Ward 2
Board for Registration of Voters	06/30/30	Alison Harte*, Ward 6
Board for Registration of Voters	06/30/30	Adam Karl Franz, Ward 8
Board for Registration of Voters	06/30/30	

CITY COUNCIL



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

APPLICATION FOR: Chittenden County Regional Planning Commission Board/Commission

(Please fill out a separate application for each post)

Vacancies on the Board for Registration of Voters still require your political affiliation

Full Name: Andy Montroll Ward: 6

Residence: 409 South Union St **Political Affiliation**:

Are you a registered Burlington Voter? Yes

Phone (home): Phone (work): Phone (cell): 802-399-6058

E-Mail Address: amontroll@aol.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I am currently Burlington's representative on the Chittenden County Regional Planning Commission (and am a past chair of the commission). I am also currently chair of the Burlington Planning Commission. In addition, I previously served on the Burlington City Council from 1994-2009 (including 4 years as president of the Council). I previously served on the Chittenden County Metropolitan Planning Organization (including as vice-chair). In 2018, I was awarded Vermont Citizen Planner of the Year by the Vermont Planner's Association, as well as the Northern New England Citizen Planner of the Year

Current Occupation: Attorney with Montroll, Oettinger & Barquist, PC

Education (list most recent first):

School	Location	Year/Degree
Vermont Law School	South Royalton, VT	JD/1989
University of Rochester	Rochester, NY	MS/1981 (Engineering)
University of Rochester	Rochester, NY	BS/1980 (Engineering)

/

What do you hope to accomplish as a Commissioner/Board Member?

I want to ensure that the RPC continues to meet the needs of our member communities, and in particular, making sure that Burlington's interests are properly represented. Affordable and accessible housing issues continue to be a major issue in our region, and I want to remain focused on addressing this very important issue. I also believe that the RPC can have a roll in addressing the related issues concerning the unhoused, drug and mental health that have been facing Burlington and other communities in the region. Likewise, I want to continue addressing the regions response to climate change.

How did you learn of the opportunity/opening to serve on a Board/Commission?

I am currently serving on the CCRPC

Have you served as a Burlington City Commissioner/Board Member in the past? Yes

If the answer is yes, please list any and all appointments and dates you served.

Burlington City Council (1994-2009), Burlington Planning Commission (2009-present), Chittenden County Regional Planning Commission/Metropolitan Planning Organization (2005-present), Ward 6 NPA Steering Committee (approx. 2009-2014), Channel 17 Board of Trustees (approx. 2004-2009)

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? No If so, please explain:

List Two References:

Charlie Baker, Executive Director of the Regional Planning Commission

Charles Dillard, Burlington's Director of Planning

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

I have enjoyed serving on both the Regional Planning Commission and the City's Planning Commission. I have found that serving on both commissions has been extremely helpful because it give me a larger perspective to better understand the issues facing the region as well as Burlington, and to be able to bring city issues to the RPC and to bring regional issues to the city planning commission.

Signature: 

Date: 5/17/2025

The City of Burlington encourages persons from diverse backgrounds to apply to serve on boards, commissions and committees. The City is committed to providing equal opportunity to all persons without regard to political affiliation, race, color, religion, age, sex, sexual preference, national origin, disability or any other non-merit factor.



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

APPLICATION FOR: **CCRPC Alternate** (Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: **Jonathan D. Chapple-Sokol**

Ward: **1**

Residence: **143 North Prospect St** **Political Affiliation**: _____

Are you a registered Burlington Voter? **Yes**

'25 MAY 16 PM 4:24

Phone (home): **802.777.3521** Phone (work): _____ Phone (cell): **802.777.3521**

E-Mail Address: **jchapplesokol@gmail.com**

Training or Experience Related to the Commission or Board Post for Which you are Applying:

No Planning experience, but I have participated in many committees and boards and understand collaborative problem-solving techniques.

Current Occupation: **Pensioner**

Education (list most recent first): School Location Year/Degree

Harvard University Cambridge, MA 1988/PhD

University of California Berkeley, CA 1979/MS

Harvard College, Cambridge MA 1976/AB

What do you hope to accomplish as a Commissioner/Board Member?

To be totally honest, if I am selected to serve, I hope to use the experience in large part to learn more about how the CCRPC works and what issues other communities face, but mostly how regional planning can better serve the needs of Burlington. My applying is a bit selfish in that regard – I want to understand the possibilities and limitations of the commission and once I have a better understanding, I may be in a better position to serve Burlington and make it an even better place to live, work, and recreate. Burlington is the heart of Chittenden County and many of its biggest challenges (like housing) require a collaborative effort from neighboring communities. Lacking county government, we must strive to use tools at our disposal, like CCRPC.

How did you learn of the opportunity/opening to serve on a Board/Commission?

Councilor Announcement at NPA

25 MAY 16 PM 4:24

Have you served as a Burlington City Commissioner/Board Member in the past?

YES

If the answer is yes, please list any and all appointments and dates you served.

Board of Assessors (2016-present)

Ad Hoc Committee on Reappraisal (2022-2023)

NPA Steering Committee (2019-present)

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? **NO**

If so, please explain:

List Two References:

Joe Turner

Mary Danko

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

I recognize I am submitting this application late and I also would fully support your selecting someone with more experience than I have.

Signature:



Date: 16 May 2025

The City of Burlington encourages persons from diverse backgrounds to apply to serve on boards, commissions and committees. The City is committed to providing equal opportunity to all persons without regard to political affiliation, race, color, religion, age, sex, sexual preference, national origin, disability or any other non-merit factor.



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

APPLICATION FOR: Church Street Marketplace ~~Board~~/Commission
(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Christopher Haessly Ward: 3

Residence: 191 College Street ****Political Affiliation****

Are you a registered Burlington Voter? Yes

Phone (home): N/A Phone (work): N/A Phone (cell): 802-578-6144

E-Mail Address: haessly@burlingtontelcom.net

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I have owned and operated a small business for nearly 15 years and currently serve on the CSMC. I have lived near Church & College since Jan 2017 and will bring the perspective of a small business owner and downtown resident. I have also served on a number of city commissions.

Current Occupation: Small Business Owner

Education (list most recent first):

School	Location	Year/Degree
University of Hartford	West Hartford, CT	1996 / B.S.
SUNY Adirondack	Queensbury, NY	1999 / H.S.
RIT	Rochester, NY	—

What do you hope to accomplish as a Commissioner/Board Member?

I would like to make the Marketplace safer and more accessible for community members & visitors alike. I would also like to establish a program to recognize BTV Veterans with Banners that display their picture in uniform.

How did you learn of the opportunity/opening to serve on a Board/Commission?

City Website

Have you served as a Burlington City Commissioner/Board Member in the past? Yes
If the answer is yes, please list any and all appointments and dates you served.

Church Street Marketplace Commission - July '22 - Present
School Commission - April '01 - March '08
Ward 3 NPA Steering Committee - Nov '21 - Present

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? No If so, please explain:

List Two References:

Mark Barlow - 802-346-7473

Trudy Richmond - 802-557-8558

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

I have also served on a number of Ad Hoc Committees established by the City Council (Tax Reappraisal, CDNR/NPA Working Group)

Signature: Chith Hardy Date: 5/14/25

The City of Burlington encourages persons from diverse backgrounds to apply to serve on boards, commissions and committees. The City is committed to providing equal opportunity to all persons without regard to political affiliation, race, color, religion, age, sex, sexual preference, national origin, disability or any other non-merit factor.

25 MAY 14 PM 2:20



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

APPLICATION FOR: Church Street Marketplace Board/Commission

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: **Linda Magoon** Ward: **5**

Residence: **Burlington** **Political Affiliation**: _____

Are you a registered Burlington Voter? **Yes**

Phone (home): **802-238-2779** Phone (work): **same** Phone (cell): **same**

E-Mail Address: **ljmvermont@gmail.com**

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I have been a member of this Commission the past 10 years, having served on the Executive Team as its Secretary for much of that time - a position I continue to hold. Prior to that, as the Senior Vice President responsible for the branch network of Citizens Bank in Vermont, I was actively involved with the Marketplace as a supporter and sponsor of key events.

Current Occupation: **Retired from Citizens Bank after 13 years during which time I was the SVP responsible for all of Retail Banking in Vermont**

Education (list most recent first):

School	Location	Year/Degree
American School of International Management	Glendale, AZ	1984 - MBA in International Finance and Management
University of Pennsylvania	Philadelphia, PA	1972 - BA Liberal Arts/French
Nottingham High School	Syracuse, NY	1968 - High School Diploma

What do you hope to accomplish as a Commissioner/Board Member?

I hope to continue to serve the ever-changing community of Burlington, in particular as it applies to keeping its downtown vibrant. I believe that I continue to bring a fresh perspective to the multi-faceted role this commission plays, a perspective that is made even more valuable when combined

with the knowledge I have gained while serving on this Board the past 10 years. As a leader, I have always been praised for both my balanced approach and ability to understand both sides of an issue, i.e., to put myself in others' shoes. These qualities have proven critical during the past 10 years and are more important now than ever - as they will continue to be in the years to come. I believe that we need to work more proactively than ever to address the needs of our merchants/fee payers AND consumers by working together with the City Council and the Mayor - and potentially the Governor - to address the current, urgent issues (homelessness, drug use, theft, etc.) facing our downtown and city. In light of the "ease" of shopping online and the current yet real "fear" of going downtown, we need to continue to fine-tune the Marketing, activities, events and communications that will 1) keep current shoppers coming to the Marketplace, 2) encourage "former" fans to return, 3) and that will simultaneously draw from other markets/populations to encourage new visitors. We are facing the most challenging time of the past many years (our big issue used to be parking!) and I would be honored to be able to continue serving the city I love in my role as a Church Street Marketplace Commissioner.

How did you learn of the opportunity/opening to serve on a Board/Commission?

I originally learned of this opportunity from individuals familiar with both my involvement with the Church Street Marketplace as well as from individuals familiar with my work ethic, high energy and passion for Burlington.

Have you served as a Burlington City Commissioner/Board Member in the past? Yes

If the answer is yes, please list any and all appointments and dates you served.

As mentioned above, I have served on this Board the past 10 years and continue to be a member of its Executive Team as its Secretary.

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? No If so, please explain:

List Two References:

Paul Plunkett, Retired CEO and Chief Operating Officer, Hickok & Boardman Insurance
Jed Davis, Owner and Operator of The Farmhouse Restaurant Group and Bliss Bee franchise

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

I wanted to share a little about my background with city "pedestrian zones" and why Burlington's Church Street was a key reason why I chose to move here with my family in 2003. As you may have noticed from my educational background, I am passionate about foreign languages and cultures. It is important to me to be able to communicate with people in their native tongues any chance I get, and it was important to me to give my children the opportunity to experience other cultures - an opportunity I never had as a child. I was fortunate to have been able to make this happen through my work (Citibank at that time). I was relocated with my husband and our four children (ages 5, 8, 10 and 12) to Germany in 1995 and we ended up living there eight years. As the Director of a very large branch network, I visited my branch teams regularly, many of which were located in

pedestrian zones. I came to fully appreciate the importance of these zones to each of their respective towns/cities and was thrilled to find a city in the US that offered that same experience. I also know firsthand what happens to such a town/city when that center is no longer a draw. And finally, just as a fun aside, those four children are now millennials with their own children. This gives me an extra dose of insight into their interests - an important perspective as we plan for both the present and future of Burlington.

Thank you for your consideration of my request to continue serving our wonderful city as a member of the Church Street Marketplace Commission.

Signature: Linda J. Magoon Date: May 13, 2025

The City of Burlington encourages persons from diverse backgrounds to apply to serve on boards, commissions and committees. The City is committed to providing equal opportunity to all persons without regard to political affiliation, race, color, religion, age, sex, sexual preference, national origin, disability or any other non-merit factor.



Received @ 5:21 pm 4/24/25
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

APPLICATION FOR: Church Street Marketplace Commission

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Mark Bouchett

Ward: _____

Residence: Charlotte, Vermont

****Political Affiliation**

Are you a registered Burlington Voter? No

Phone (home): _____ Phone (work): 802-863-4832 Phone (cell): 802-373-1035

E-Mail Address: mbouchett@burlingtonvt.gov

Training or Experience Related to the Commission or Board Post for Which you are Applying:

For the last 33 years I have worked on the Church Street Marketplace on a daily basis. I have also served on the Marketplace Commission for the past 8 years and am therefore well acquainted with the issues. Previously I served on the license committee and worked hard to develop a diverse and dynamic group of vendors that enhanced the positive look and feel of the street. As a property owner on Church Street I am deeply committed to the success of the Marketplace. Furthermore, I believe in the Church Street Marketplace as a community center that is welcoming to all. Retail and restaurants are an important part of the dynamic that make up this community but they are only a part. Ideally Church Street is a place that joins business, residents and visitors to live, work, and play.

Current Occupation: Co-Owner and Manager of Homeport

Education (list most recent first):

School	Location	Year/Degree
Champlain College	Burlington VT	2017 - BS Software Development
CCV	Burlington VT	1999 - Associates Liberal Studies
Dawson College	Montreal PQ	1983 - Certificate Photography

Received 5:21pm Jo 4/29/25

What do you hope to accomplish as a Commissioner/Board Member?

My goal as a commissioner would be to support the continued success of the Marketplace by bringing my experience as a retailer to the table. I, and my family have run successful businesses in both the US and Canada and have a deep understanding of the fundamentals required for retail success. I hope to bring this perspective to the commission as we try to pursue the larger goal of making the Street a valuable asset for the whole community.

How did you learn of the opportunity/opening to serve on a Board/Commission?

I am aware that my current term is coming to an end.

Have you served as a Burlington City Commissioner/Board Member in the past? Yes
If the answer is yes, please list any and all appointments and dates you served.

I am currently serving on the Church Street Marketplace Commission

This is the only position I have held with the City of Burlington

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? No If so, please explain:

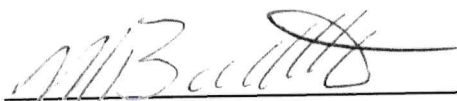
List Two References:

Tim Halverson - Owner, Halverson's Upstreet Cafe

Chris Jarvis - VP-Enterprise Banking, Northfield Savings

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

I think that the Church Street Marketplace is at a pivotal moment in its history. As Downtown Burlington continues to recover from the wounds precipitated by the Covid-19 pandemic new generational challenges keep emerging. Homelessness, substance abuse, and a crisis of mental health combined with major construction projects and efforts by neighboring towns to directly compete for customers are making it very difficult for businesses to thrive. On the Brighter side we have two new residential buildings going Up in the former City Place mall, the hope of the "Great Streets" project and zoning efforts that promise to deliver improved residential density along with more affordable Housing. Having been involved in a successful family business on Church Street for decades I hope to help shepherd the Marketplace into the bright future that these latter efforts could make possible.

Signature: 

Date: 04/29/2025

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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

APPLICATION FOR: Church Street Board/Commission
(Please fill out a separate application for each post)

Vacancies on the Board for Registration of Voters still require your political affiliation

Full Name: Samuel Tolstoi Ward: 6

Residence: 196 Howard St Burlington **Political Affiliation**:

Are you a registered Burlington Voter? Yes

Phone (home): _____ Phone (work): _____ Phone (cell): 973-886-9151

E-Mail Address: Samuel.tolstoi@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

Two years on Church St Commission

Current Occupation: Self employed

Education (list most recent first):

School	Location	Year/Degree
UVM	Burlington	2009 BS

What do you hope to accomplish as a Commissioner/Board Member?

Make Burlington a successful place
to own/operate a business.

How did you learn of the opportunity/opening to serve on a Board/Commission?

N/A

Have you served as a Burlington City Commissioner/Board Member in the past? Yes
If the answer is yes, please list any and all appointments and dates you served.

Church St Commission 2023-2025

Do you foresee any potential conflicts of interest if you were appointed to the position for which
you are applying? NO If so, please explain:

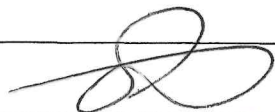
List Two References:

Kara Alouswari

Will Clavelle

Please use this area to make any further comments regarding your candidacy, especially in
regard to your qualification for this position. You may attach additional sheets if necessary.

Signature:



Date:

5/13/25

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APPLICATION FOR: Church Street Marketplace ~~Board~~/Commission
(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Christopher Haessly Ward: 3

Residence: 191 College Street ****Political Affiliation****

Are you a registered Burlington Voter? Yes

Phone (home): N/A Phone (work): N/A Phone (cell): 802-578-6144

E-Mail Address: haessly@burlingtontelcom.net

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I have owned and operated a small business for nearly 15 years and currently serve on the CSME. I have lived near Church & College since Jan 2017 and will bring the perspective of a small business owner and downtown resident. I have also served on a number of city commissions.

Current Occupation: Small Business Owner

Education (list most recent first):

School	Location	Year/Degree
University of Hartford	West Hartford, CT	1996 / B.S.
SUNY Adirondack	Queensbury, NY	1999 / H.S.
RIT	Rochester, NY	—

What do you hope to accomplish as a Commissioner/Board Member?

I would like to make the Marketplace site and more accessible for community members & visitors alike. I would also like to establish a program to recognize BTV Veterans with Banners that display their picture in uniform.

How did you learn of the opportunity/opening to serve on a Board/Commission?

City Website

Have you served as a Burlington City Commissioner/Board Member in the past? Yes
If the answer is yes, please list any and all appointments and dates you served.

Church Street Marketplace Commission - July '22 - Present
School Commission - April '01 - March '08
Ward 3 NPA Steering Committee - Nov '21 - Present

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? No If so, please explain:

List Two References:

Mark Barlow - 802-346-7473

Trudy Richmond - 802-557-8558

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

I have also served on a number of Ad Hoc Committees established by the City Council (Tax Reappraisal, CDNR/NPA Working Group)

Signature: Chith Hardy Date: 5/14/25

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25 MAY 14 PM 2:20



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Fax (802) 865-7014

TTY (802) 865-7142

APPLICATION FOR: Church Street Marketplace Board/Commission

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: **Linda Magoon** Ward: **5**

Residence: **Burlington** **Political Affiliation**: _____

Are you a registered Burlington Voter? **Yes**

Phone (home): **802-238-2779** Phone (work): **same** Phone (cell): **same**

E-Mail Address: **ljmvermont@gmail.com**

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I have been a member of this Commission the past 10 years, having served on the Executive Team as its Secretary for much of that time - a position I continue to hold. Prior to that, as the Senior Vice President responsible for the branch network of Citizens Bank in Vermont, I was actively involved with the Marketplace as a supporter and sponsor of key events.

Current Occupation: **Retired from Citizens Bank after 13 years during which time I was the SVP responsible for all of Retail Banking in Vermont**

Education (list most recent first):

School	Location	Year/Degree
American School of International Management	Glendale, AZ	1984 - MBA in International Finance and Management
University of Pennsylvania	Philadelphia, PA	1972 - BA Liberal Arts/French
Nottingham High School	Syracuse, NY	1968 - High School Diploma

What do you hope to accomplish as a Commissioner/Board Member?

I hope to continue to serve the ever-changing community of Burlington, in particular as it applies to keeping its downtown vibrant. I believe that I continue to bring a fresh perspective to the multi-faceted role this commission plays, a perspective that is made even more valuable when combined

with the knowledge I have gained while serving on this Board the past 10 years. As a leader, I have always been praised for both my balanced approach and ability to understand both sides of an issue, i.e., to put myself in others' shoes. These qualities have proven critical during the past 10 years and are more important now than ever - as they will continue to be in the years to come. I believe that we need to work more proactively than ever to address the needs of our merchants/fee payers AND consumers by working together with the City Council and the Mayor - and potentially the Governor - to address the current, urgent issues (homelessness, drug use, theft, etc.) facing our downtown and city. In light of the "ease" of shopping online and the current yet real "fear" of going downtown, we need to continue to fine-tune the Marketing, activities, events and communications that will 1) keep current shoppers coming to the Marketplace, 2) encourage "former" fans to return, 3) and that will simultaneously draw from other markets/populations to encourage new visitors. We are facing the most challenging time of the past many years (our big issue used to be parking!) and I would be honored to be able to continue serving the city I love in my role as a Church Street Marketplace Commissioner.

How did you learn of the opportunity/opening to serve on a Board/Commission?

I originally learned of this opportunity from individuals familiar with both my involvement with the Church Street Marketplace as well as from individuals familiar with my work ethic, high energy and passion for Burlington.

Have you served as a Burlington City Commissioner/Board Member in the past? Yes

If the answer is yes, please list any and all appointments and dates you served.

As mentioned above, I have served on this Board the past 10 years and continue to be a member of its Executive Team as its Secretary.

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? No If so, please explain:

List Two References:

Paul Plunkett, Retired CEO and Chief Operating Officer, Hickok & Boardman Insurance
Jed Davis, Owner and Operator of The Farmhouse Restaurant Group and Bliss Bee franchise

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

I wanted to share a little about my background with city "pedestrian zones" and why Burlington's Church Street was a key reason why I chose to move here with my family in 2003. As you may have noticed from my educational background, I am passionate about foreign languages and cultures. It is important to me to be able to communicate with people in their native tongues any chance I get, and it was important to me to give my children the opportunity to experience other cultures - an opportunity I never had as a child. I was fortunate to have been able to make this happen through my work (Citibank at that time). I was relocated with my husband and our four children (ages 5, 8, 10 and 12) to Germany in 1995 and we ended up living there eight years. As the Director of a very large branch network, I visited my branch teams regularly, many of which were located in

pedestrian zones. I came to fully appreciate the importance of these zones to each of their respective towns/cities and was thrilled to find a city in the US that offered that same experience. I also know firsthand what happens to such a town/city when that center is no longer a draw. And finally, just as a fun aside, those four children are now millennials with their own children. This gives me an extra dose of insight into their interests - an important perspective as we plan for both the present and future of Burlington.

Thank you for your consideration of my request to continue serving our wonderful city as a member of the Church Street Marketplace Commission.

Signature: Linda J. Magoon Date: May 13, 2025

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Received @ 5:21 pm 4/24/25
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City of Burlington

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Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

APPLICATION FOR: Church Street Marketplace Commission

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Mark Bouchett

Ward: _____

Residence: Charlotte, Vermont

****Political Affiliation**

Are you a registered Burlington Voter? No

Phone (home): _____ Phone (work): 802-863-4832 Phone (cell): 802-373-1035

E-Mail Address: mbouchett@burlingtonvt.gov

Training or Experience Related to the Commission or Board Post for Which you are Applying:

For the last 33 years I have worked on the Church Street Marketplace on a daily basis. I have also served on the Marketplace Commission for the past 8 years and am therefore well acquainted with the issues. Previously I served on the license committee and worked hard to develop a diverse and dynamic group of vendors that enhanced the positive look and feel of the street. As a property owner on Church Street I am deeply committed to the success of the Marketplace. Furthermore, I believe in the Church Street Marketplace as a community center that is welcoming to all. Retail and restaurants are an important part of the dynamic that make up this community but they are only a part. Ideally Church Street is a place that joins business, residents and visitors to live, work, and play.

Current Occupation: Co-Owner and Manager of Homeport

Education (list most recent first):

School	Location	Year/Degree
Champlain College	Burlington VT	2017 - BS Software Development
CCV	Burlington VT	1999 - Associates Liberal Studies
Dawson College	Montreal PQ	1983 - Certificate Photography

Received 5:21pm Jo 4/29/25
What do you hope to accomplish as a Commissioner/Board Member?

My goal as a commissioner would be to support the continued success of the Marketplace by bringing my experience as a retailer to the table. I, and my family have run successful businesses in both the US and Canada and have a deep understanding of the fundamentals required for retail success. I hope to bring this perspective to the commission as we try to pursue the larger goal of making the Street a valuable asset for the whole community.

How did you learn of the opportunity/opening to serve on a Board/Commission?

I am aware that my current term is coming to an end.

Have you served as a Burlington City Commissioner/Board Member in the past? Yes
If the answer is yes, please list any and all appointments and dates you served.

I am currently serving on the Church Street Marketplace Commission

This is the only position I have held with the City of Burlington

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? No If so, please explain:

List Two References:

Tim Halverson - Owner, Halverson's Upstreet Cafe

Chris Jarvis - VP-Enterprise Banking, Northfield Savings

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I think that the Church Street Marketplace is at a pivotal moment in its history. As Downtown Burlington continues to recover from the wounds precipitated by the Covid-19 pandemic new generational challenges keep emerging. Homelessness, substance abuse, and a crisis of mental health combined with major construction projects and efforts by neighboring towns to directly compete for customers are making it very difficult for businesses to thrive. On the Brighter side we have two new residential buildings going Up in the former City Place mall, the hope of the "Great Streets" project and zoning efforts that promise to deliver improved residential density along with more affordable Housing. Having been involved in a successful family business on Church Street for decades I hope to help shepherd the Marketplace into the bright future that these latter efforts could make possible.

Signature: M. B. Smith

Date: 04/29/2025

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APPLICATION FOR: Church Street Board/Commission
(Please fill out a separate application for each post)

Vacancies on the Board for Registration of Voters still require your political affiliation

Full Name: Samuel Tolstoi Ward: 6

Residence: 196 Howard St Burlington **Political Affiliation**:

Are you a registered Burlington Voter? Yes

Phone (home): _____ Phone (work): _____ Phone (cell): 973-886-9151

E-Mail Address: Samuel.tolstoi@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

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Current Occupation: Self employed

Education (list most recent first):

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What do you hope to accomplish as a Commissioner/Board Member?

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to own/operate a business.

How did you learn of the opportunity/opening to serve on a Board/Commission?

N/A

Have you served as a Burlington City Commissioner/Board Member in the past? Yes

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Church St Commission 2023-2025

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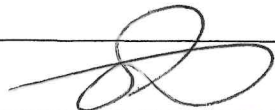
List Two References:

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Will Clavelle

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Date:

5/13/25

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APPLICATION FOR: Church Street Marketplace ~~Board/Commission~~
(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Christopher Haessly Ward: 3

Residence: 191 College Street ****Political Affiliation****

Are you a registered Burlington Voter? Yes

Phone (home): N/A Phone (work): N/A Phone (cell): 802-578-6144

E-Mail Address: haessly@burlingtontelcom.net

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Signature: Chith Hardy Date: 5/14/25

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25 MAY 14 PM 2:20



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APPLICATION FOR: Church Street Marketplace Board/Commission

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: **Linda Magoon** Ward: **5**

Residence: **Burlington** **Political Affiliation**: _____

Are you a registered Burlington Voter? **Yes**

Phone (home): **802-238-2779** Phone (work): **same** Phone (cell): **same**

E-Mail Address: **ljmvermont@gmail.com**

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List Two References:

Paul Plunkett, Retired CEO and Chief Operating Officer, Hickok & Boardman Insurance
Jed Davis, Owner and Operator of The Farmhouse Restaurant Group and Bliss Bee franchise

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Signature: Linda J. Magoon Date: May 13, 2025

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APPLICATION FOR: Church Street Marketplace Commission

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Mark Bouchett

Ward: _____

Residence: Charlotte, Vermont

****Political Affiliation**

Are you a registered Burlington Voter? No

Phone (home): _____ Phone (work): 802-863-4832 Phone (cell): 802-373-1035

E-Mail Address: mbouchett@burlingtonvt.gov

Training or Experience Related to the Commission or Board Post for Which you are Applying:

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(Please fill out a separate application for each post)

Vacancies on the Board for Registration of Voters still require your political affiliation

Full Name: Samuel Tolstoi Ward: 6

Residence: 196 Howard St Burlington **Political Affiliation**:

Are you a registered Burlington Voter? Yes

Phone (home): _____ Phone (work): _____ Phone (cell): 973-886-9151

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Church St Commission 2023-2025

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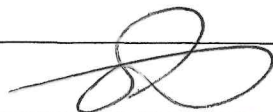
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Kara Alouswari

Will Clavelle

Please use this area to make any further comments regarding your candidacy, especially in
regard to your qualification for this position. You may attach additional sheets if necessary.

Signature:



Date:

5/13/25

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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

APPLICATION FOR: Church Street Marketplace ~~Board/Commission~~
(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Christopher Haessly Ward: 3

Residence: 191 College Street ****Political Affiliation****

Are you a registered Burlington Voter? Yes

Phone (home): N/A Phone (work): N/A Phone (cell): 802-578-6144

E-Mail Address: haessly@burlingtontelcom.net

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I have owned and operated a small business for nearly 15 years and currently serve on the CSMC. I have lived near Church & College since Jan 2017 and will bring the perspective of a small business owner and downtown resident. I have also served on a number of city commissions.

Current Occupation: Small Business Owner

Education (list most recent first):

School	Location	Year/Degree
University of Hartford	West Hartford, CT	1996 / B.S.
SUNY Adirondack	Queensbury, NY	1999 / H.S.
RIT	Rochester, NY	—

What do you hope to accomplish as a Commissioner/Board Member?

I would like to make the Marketplace site and more accessible for community members & visitors alike. I would also like to establish a program to recognize BTV Veterans with Banners that display their picture in uniform.

How did you learn of the opportunity/opening to serve on a Board/Commission?

City Website

Have you served as a Burlington City Commissioner/Board Member in the past? Yes
If the answer is yes, please list any and all appointments and dates you served.

Church Street Marketplace Commission - July '22 - Present
School Commission - April '01 - March '08
Ward 3 NPA Steering Committee - Nov '21 - Present

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? No If so, please explain:

List Two References:

Mark Barlow - 802-346-7473

Trudy Richmond - 802-557-8558

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

I have also served on a number of Ad Hoc Committees established by the City Council (Tax Reappraisal, CDNR/NPA Working Group)

Signature: Chith Hardy Date: 5/14/25

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25 MAY 14 PM 2:20



OFFICE OF THE CLERK/TREASURER

City of Burlington

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Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

APPLICATION FOR: Church Street Marketplace Board/Commission

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: **Linda Magoon** Ward: **5**

Residence: **Burlington** **Political Affiliation**: _____

Are you a registered Burlington Voter? **Yes**

Phone (home): **802-238-2779** Phone (work): **same** Phone (cell): **same**

E-Mail Address: **ljmvermont@gmail.com**

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I have been a member of this Commission the past 10 years, having served on the Executive Team as its Secretary for much of that time - a position I continue to hold. Prior to that, as the Senior Vice President responsible for the branch network of Citizens Bank in Vermont, I was actively involved with the Marketplace as a supporter and sponsor of key events.

Current Occupation: **Retired from Citizens Bank after 13 years during which time I was the SVP responsible for all of Retail Banking in Vermont**

Education (list most recent first):

School	Location	Year/Degree
American School of International Management	Glendale, AZ	1984 - MBA in International Finance and Management
University of Pennsylvania	Philadelphia, PA	1972 - BA Liberal Arts/French
Nottingham High School	Syracuse, NY	1968 - High School Diploma

What do you hope to accomplish as a Commissioner/Board Member?

I hope to continue to serve the ever-changing community of Burlington, in particular as it applies to keeping its downtown vibrant. I believe that I continue to bring a fresh perspective to the multi-faceted role this commission plays, a perspective that is made even more valuable when combined

with the knowledge I have gained while serving on this Board the past 10 years. As a leader, I have always been praised for both my balanced approach and ability to understand both sides of an issue, i.e., to put myself in others' shoes. These qualities have proven critical during the past 10 years and are more important now than ever - as they will continue to be in the years to come. I believe that we need to work more proactively than ever to address the needs of our merchants/fee payers AND consumers by working together with the City Council and the Mayor - and potentially the Governor - to address the current, urgent issues (homelessness, drug use, theft, etc.) facing our downtown and city. In light of the "ease" of shopping online and the current yet real "fear" of going downtown, we need to continue to fine-tune the Marketing, activities, events and communications that will 1) keep current shoppers coming to the Marketplace, 2) encourage "former" fans to return, 3) and that will simultaneously draw from other markets/populations to encourage new visitors. We are facing the most challenging time of the past many years (our big issue used to be parking!) and I would be honored to be able to continue serving the city I love in my role as a Church Street Marketplace Commissioner.

How did you learn of the opportunity/opening to serve on a Board/Commission?

I originally learned of this opportunity from individuals familiar with both my involvement with the Church Street Marketplace as well as from individuals familiar with my work ethic, high energy and passion for Burlington.

Have you served as a Burlington City Commissioner/Board Member in the past? Yes

If the answer is yes, please list any and all appointments and dates you served.

As mentioned above, I have served on this Board the past 10 years and continue to be a member of its Executive Team as its Secretary.

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? No If so, please explain:

List Two References:

Paul Plunkett, Retired CEO and Chief Operating Officer, Hickok & Boardman Insurance
Jed Davis, Owner and Operator of The Farmhouse Restaurant Group and Bliss Bee franchise

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

I wanted to share a little about my background with city "pedestrian zones" and why Burlington's Church Street was a key reason why I chose to move here with my family in 2003. As you may have noticed from my educational background, I am passionate about foreign languages and cultures. It is important to me to be able to communicate with people in their native tongues any chance I get, and it was important to me to give my children the opportunity to experience other cultures - an opportunity I never had as a child. I was fortunate to have been able to make this happen through my work (Citibank at that time). I was relocated with my husband and our four children (ages 5, 8, 10 and 12) to Germany in 1995 and we ended up living there eight years. As the Director of a very large branch network, I visited my branch teams regularly, many of which were located in

pedestrian zones. I came to fully appreciate the importance of these zones to each of their respective towns/cities and was thrilled to find a city in the US that offered that same experience. I also know firsthand what happens to such a town/city when that center is no longer a draw. And finally, just as a fun aside, those four children are now millennials with their own children. This gives me an extra dose of insight into their interests - an important perspective as we plan for both the present and future of Burlington.

Thank you for your consideration of my request to continue serving our wonderful city as a member of the Church Street Marketplace Commission.

Signature: Linda J. Magoon Date: May 13, 2025

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Received @ 5:21 pm 4/24/25
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

APPLICATION FOR: Church Street Marketplace Commission

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Mark Bouchett

Ward: _____

Residence: Charlotte, Vermont

****Political Affiliation**

Are you a registered Burlington Voter? No

Phone (home): _____ Phone (work): 802-863-4832 Phone (cell): 802-373-1035

E-Mail Address: mbouchett@burlingtonvt.gov

Training or Experience Related to the Commission or Board Post for Which you are Applying:

For the last 33 years I have worked on the Church Street Marketplace on a daily basis. I have also served on the Marketplace Commission for the past 8 years and am therefore well acquainted with the issues. Previously I served on the license committee and worked hard to develop a diverse and dynamic group of vendors that enhanced the positive look and feel of the street. As a property owner on Church Street I am deeply committed to the success of the Marketplace. Furthermore, I believe in the Church Street Marketplace as a community center that is welcoming to all. Retail and restaurants are an important part of the dynamic that make up this community but they are only a part. Ideally Church Street is a place that joins business, residents and visitors to live, work, and play.

Current Occupation: Co-Owner and Manager of Homeport

Education (list most recent first):

School	Location	Year/Degree
Champlain College	Burlington VT	2017 - BS Software Development
CCV	Burlington VT	1999 - Associates Liberal Studies
Dawson College	Montreal PQ	1983 - Certificate Photography

Received 5:21pm Jo 4/29/25
What do you hope to accomplish as a Commissioner/Board Member?

My goal as a commissioner would be to support the continued success of the Marketplace by bringing my experience as a retailer to the table. I, and my family have run successful businesses in both the US and Canada and have a deep understanding of the fundamentals required for retail success. I hope to bring this perspective to the commission as we try to pursue the larger goal of making the Street a valuable asset for the whole community.

How did you learn of the opportunity/opening to serve on a Board/Commission?

I am aware that my current term is coming to an end.

Have you served as a Burlington City Commissioner/Board Member in the past? Yes
If the answer is yes, please list any and all appointments and dates you served.

I am currently serving on the Church Street Marketplace Commission

This is the only position I have held with the City of Burlington

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? No If so, please explain:

List Two References:

Tim Halverson - Owner, Halverson's Upstreet Cafe

Chris Jarvis - VP-Enterprise Banking, Northfield Savings

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

I think that the Church Street Marketplace is at a pivotal moment in its history. As Downtown Burlington continues to recover from the wounds precipitated by the Covid-19 pandemic new generational challenges keep emerging. Homelessness, substance abuse, and a crisis of mental health combined with major construction projects and efforts by neighboring towns to directly compete for customers are making it very difficult for businesses to thrive. On the Brighter side we have two new residential buildings going Up in the former City Place mall, the hope of the "Great Streets" project and zoning efforts that promise to deliver improved residential density along with more affordable Housing. Having been involved in a successful family business on Church Street for decades I hope to help shepherd the Marketplace into the bright future that these latter efforts could make possible.

Signature: 

Date: 04/29/2025

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Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

APPLICATION FOR: Church Street Board/Commission
(Please fill out a separate application for each post)

Vacancies on the Board for Registration of Voters still require your political affiliation

Full Name: Samuel Tolstoi Ward: 6

Residence: 196 Howard St Burlington **Political Affiliation**:

Are you a registered Burlington Voter? Yes

Phone (home): _____ Phone (work): _____ Phone (cell): 973-886-9151

E-Mail Address: Samuel.tolstoi@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

Two years on Church St Commission

Current Occupation: Self employed

Education (list most recent first):

School	Location	Year/Degree
<u>UVM</u>	<u>Burlington</u>	<u>2009 BS</u>

What do you hope to accomplish as a Commissioner/Board Member?

Make Burlington a successful place
to own/operate a business.

How did you learn of the opportunity/opening to serve on a Board/Commission?

N/A

Have you served as a Burlington City Commissioner/Board Member in the past? Yes
If the answer is yes, please list any and all appointments and dates you served.

Church St Commission 2023-2025

Do you foresee any potential conflicts of interest if you were appointed to the position for which
you are applying? NO If so, please explain:

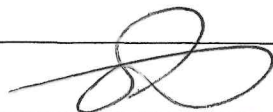
List Two References:

Kara Alouswari

Will Clavelle

Please use this area to make any further comments regarding your candidacy, especially in
regard to your qualification for this position. You may attach additional sheets if necessary.

Signature:



Date:

5/13/25

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TTY (802) 865-7142

APPLICATION FOR: Fence Viewer Board/Commission
(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Charlie Giannoni Ward: 2

Residence: 63 Rose St **Political Affiliation**:

Are you a registered Burlington Voter? yes

Phone (home): 660/9870 Phone (work): Phone (cell):

E-Mail Address: charliecpg@gmail

Training or Experience Related to the Commission or Board Post for Which you are Applying:

many workshops on de-escalation techniques
and 10 years on Burl Restorative Justice Boards.

Current Occupation: South Burl School Dist @ CCTV / TATTV

Education (list most recent first):

School	Location	Year/Degree

What do you hope to accomplish as a Commissioner/Board Member?

help to resolve conflicts between people/neighbors

How did you learn of the opportunity/opening to serve on a Board/Commission?

Have you served as a Burlington City Commissioner/Board Member in the past? _____
If the answer is yes, please list any and all appointments and dates you served.

thirty years NPA

twenty years Burl election official

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? no If so, please explain:

List Two References:

contact any mayor or city counselor from Burl or S. Burl
for the last twenty years

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

Signature: _____

Date: May 10, 2015

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Received @ 10:36 am
to 5/6/25

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

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

APPLICATION FOR: FENCE VIEWER

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Shay Totten Ward: Two

Residence: 197 North Ave ****Political Affiliation***

Are you a registered Burlington Voter? Yes

Phone (home): Phone (work): Phone (cell): (802) 324-3198

E-Mail Address: shay@burlingtontelecom.net

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I have direct experience as Fence Viewer, a position I've held, off and on, here in Burlington since 2012.

During my time as a Fence Viewer, I have enjoyed helping neighbors mediate small fencing, hedge, and leaning tree, disputes – mostly by listening to the concerns of both parties and acting more as a third-party mediator than any kind of city enforcer. Because, as fence viewers our “powers” are limited.

Current Occupation: Director, Alumni & Constituent Engagement, Bennington College

Education (list most recent first):

School	Location	Year/Degree
Bennington College	Bennington, VT	1991 / BA
North Country UHS	Newport, VT	High school diploma

What do you hope to accomplish as a Commissioner/Board Member?

I've noted this before, but as famous Vermont poet Robert Frost once wrote, "Good fences make good neighbors." I do believe that most of the issues that arise for a fence viewer come down to being a good listener and someone who can help mediate a situation. My hope is to keep neighbors happy with each other and to help open up better channels of communication between them. And to direct them to other city, or private, resources to solve their distinct issue.

How did you learn of the opportunity/opening to serve on a Board/Commission?

As noted, I've previously served as a Fence Viewer

Have you served as a Burlington City Commissioner/Board Member in the past? Yes
If the answer is yes, please list any and all appointments and dates you served.

I've served as a Fence Viewer – almost continuously – since 2012

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? No _____ If so, please explain:

List Two References:

Ali Dieng (802) 318-2527

Lauren-Glenn Davitian (802) 777-7542

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

I want to reiterate that it has been an honor and joy to serve as a fence viewer. While an arcane, and limited position with even more limited power, it's rewarding to meet people and help them connect with their neighbors & problem solve their unique issue.

Signature: Shay Totten

_____ Date: _May 6, 2025

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Voice (802) 865-7000

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TTY (802) 865-7142

APPLICATION FOR: Board of Fence Viewers

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Vikas Mangipudi Ward: 3

Residence: 117 North Champlain Street ****Political Affiliation****

Are you a registered Burlington Voter? yes

Phone (home): _____ Phone (work): _____ Phone (cell): 603 759 0981

E-Mail Address: mangipudivm@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

Currently on the Board of Fence Viewers (since 2025).

Previously on the Board of Fence Viewers (2019 – 2021)

Previously a member of the Wards 2 and 3 Neighborhood Planning Assembly (2017-2019)

Current Occupation: Loan and Outreach Officer at the Cooperative Fund of the Northeast

Education (list most recent first):

School	Location	Year/Degree
Champlain College	Burlington, VT	B.S. in Integrated Studies (Accounting/Math), 2023
Community College of Vermont	Winooski, VT	Accounting (2018-2020)
Boston University	Boston, MA	Math (Statistics) and Sociology Attended 2007-2011

25 MAY 19 AM 11:29

What do you hope to accomplish as a Commissioner/Board Member?

I hope to promote good neighborly relations and productive problem solving
when folks are having property disputes.

How did you learn of the opportunity/opening to serve on a Board/Commission?

I am currently serving on the same board.

Have you served as a Burlington City Commissioner/Board Member in the past? yes
If the answer is yes, please list any and all appointments and dates you served.
Board of Fence Viewers (2019-2021, 2025 - present)

Do you foresee any potential conflicts of interest if you were appointed to the position for which
you are applying? no If so, please explain:

N/A

List Two References:

Sidney Durmick of Winooski (email and phone available on request)

SiYol Yi of Ward 2, Burlington (email and phone available on request)

Please use this area to make any further comments regarding your candidacy, especially in
regard to your qualification for this position. You may attach additional sheets if necessary.

Signature: Vikas Mangipudi

Date: 2025-05-14

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APPLICATION FOR: Fence Viewer Board/Commission
(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Charlie Giannoni Ward: 2

Residence: 63 Rose St **Political Affiliation**:

Are you a registered Burlington Voter? yes

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and 10 years on Burl Restorative Justice Boards.

Current Occupation: South Burl School Dist @ CCTV / TATTV

Education (list most recent first):

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What do you hope to accomplish as a Commissioner/Board Member?

help to resolve conflicts between people/neighbours

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List Two References:

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Signature: _____

Date: May 10, 2015

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APPLICATION FOR: FENCE VIEWER

(Please fill out a separate application for each post)

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Residence: 197 North Ave **Political Affiliation*

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E-Mail Address: shay@burlingtontelecom.net

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Current Occupation: Director, Alumni & Constituent Engagement, Bennington College

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List Two References:

Ali Dieng (802) 318-2527

Lauren-Glenn Davitian (802) 777-7542

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Signature: Shay Totten

_____ Date: _May 6, 2025

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APPLICATION FOR: Board of Fence Viewers

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Vikas Mangipudi Ward: 3

Residence: 117 North Champlain Street ****Political Affiliation****

Are you a registered Burlington Voter? yes

Phone (home): _____ Phone (work): _____ Phone (cell): 603 759 0981

E-Mail Address: mangipudivm@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

Currently on the Board of Fence Viewers (since 2025).

Previously on the Board of Fence Viewers (2019 – 2021)

Previously a member of the Wards 2 and 3 Neighborhood Planning Assembly (2017-2019)

Current Occupation: Loan and Outreach Officer at the Cooperative Fund of the Northeast

Education (list most recent first):

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Boston University	Boston, MA	Math (Statistics) and Sociology Attended 2007-2011

25 MAY 19 AM 11:29

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I hope to promote good neighborly relations and productive problem solving
when folks are having property disputes.

How did you learn of the opportunity/opening to serve on a Board/Commission?

I am currently serving on the same board.

Have you served as a Burlington City Commissioner/Board Member in the past? yes
If the answer is yes, please list any and all appointments and dates you served.
Board of Fence Viewers (2019-2021, 2025 - present)

Do you foresee any potential conflicts of interest if you were appointed to the position for which
you are applying? no If so, please explain:

N/A

List Two References:

Sidney Durmick of Winooski (email and phone available on request)

SiYol Yi of Ward 2, Burlington (email and phone available on request)

Please use this area to make any further comments regarding your candidacy, especially in
regard to your qualification for this position. You may attach additional sheets if necessary.

Signature: _____

Vikas Mangipudi

Date: 2025-05-14

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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

APPLICATION FOR: Fence Viewer Board/Commission

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Charlie Giannoni Ward: 2

Residence: 63 Rose St **Political Affiliation**:

Are you a registered Burlington Voter? yes

Phone (home): 660/9870 Phone (work): Phone (cell):

E-Mail Address: charliecpg@gmail

Training or Experience Related to the Commission or Board Post for Which you are Applying:

many workshops on de-escalation techniques
and 10 years on Burl Restorative Justice Boards.

Current Occupation: South Burl School Dist @ CCTV / TATTV

Education (list most recent first):

School	Location	Year/Degree

What do you hope to accomplish as a Commissioner/Board Member?

help to resolve conflicts between people/neighbors

How did you learn of the opportunity/opening to serve on a Board/Commission?

Have you served as a Burlington City Commissioner/Board Member in the past? _____
If the answer is yes, please list any and all appointments and dates you served.

thirty years NPA

twenty years Burl election official

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? no If so, please explain:

List Two References:

contact any mayor or city counselor from Burl or S. Burl
for the last twenty years

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

Signature: _____

Date: May 10, 2015

The City of Burlington encourages persons from diverse backgrounds to apply to serve on boards, commissions and committees. The City is committed to providing equal opportunity to all persons without regard to political affiliation, race, color, religion, age, sex, sexual preference, national origin, disability or any other non-merit factor.



Received @ 10:36am
to 5/6/25

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

APPLICATION FOR: FENCE VIEWER

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Shay Totten Ward: Two

Residence: 197 North Ave ****Political Affiliation***

Are you a registered Burlington Voter? Yes

Phone (home): Phone (work): Phone (cell): (802) 324-3198

E-Mail Address: shay@burlingtontelecom.net

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I have direct experience as Fence Viewer, a position I've held, off and on, here in Burlington since 2012.

During my time as a Fence Viewer, I have enjoyed helping neighbors mediate small fencing, hedge, and leaning tree, disputes – mostly by listening to the concerns of both parties and acting more as a third-party mediator than any kind of city enforcer. Because, as fence viewers our “powers” are limited.

Current Occupation: Director, Alumni & Constituent Engagement, Bennington College

Education (list most recent first):

School	Location	Year/Degree
Bennington College	Bennington, VT	1991 / BA
North Country UHS	Newport, VT	High school diploma

What do you hope to accomplish as a Commissioner/Board Member?

I've noted this before, but as famous Vermont poet Robert Frost once wrote, "Good fences make good neighbors." I do believe that most of the issues that arise for a fence viewer come down to being a good listener and someone who can help mediate a situation. My hope is to keep neighbors happy with each other and to help open up better channels of communication between them. And to direct them to other city, or private, resources to solve their distinct issue.

How did you learn of the opportunity/opening to serve on a Board/Commission?

As noted, I've previously served as a Fence Viewer

Have you served as a Burlington City Commissioner/Board Member in the past? Yes
If the answer is yes, please list any and all appointments and dates you served.

I've served as a Fence Viewer – almost continuously – since 2012

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? No _____ If so, please explain:

List Two References:

Ali Dieng (802) 318-2527

Lauren-Glenn Davitian (802) 777-7542

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

I want to reiterate that it has been an honor and joy to serve as a fence viewer. While an arcane, and limited position with even more limited power, it's rewarding to meet people and help them connect with their neighbors & problem solve their unique issue.

Signature: Shay Totten

_____ Date: _May 6, 2025

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APPLICATION FOR: Board of Fence Viewers

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Vikas Mangipudi Ward: 3

Residence: 117 North Champlain Street ****Political Affiliation****

Are you a registered Burlington Voter? yes

Phone (home): _____ Phone (work): _____ Phone (cell): 603 759 0981

E-Mail Address: mangipudivm@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

Currently on the Board of Fence Viewers (since 2025).

Previously on the Board of Fence Viewers (2019 – 2021)

Previously a member of the Wards 2 and 3 Neighborhood Planning Assembly (2017-2019)

Current Occupation: Loan and Outreach Officer at the Cooperative Fund of the Northeast

Education (list most recent first):

School	Location	Year/Degree
Champlain College	Burlington, VT	B.S. in Integrated Studies (Accounting/Math), 2023
Community College of Vermont	Winooski, VT	Accounting (2018-2020)
Boston University	Boston, MA	Math (Statistics) and Sociology Attended 2007-2011

25 MAY 19 AM 11:29

What do you hope to accomplish as a Commissioner/Board Member?

I hope to promote good neighborly relations and productive problem solving
when folks are having property disputes.

How did you learn of the opportunity/opening to serve on a Board/Commission?

I am currently serving on the same board.

Have you served as a Burlington City Commissioner/Board Member in the past? yes
If the answer is yes, please list any and all appointments and dates you served.
Board of Fence Viewers (2019-2021, 2025 - present)

Do you foresee any potential conflicts of interest if you were appointed to the position for which
you are applying? no If so, please explain:

N/A

List Two References:

Sidney Durmick of Winooski (email and phone available on request)

SiYol Yi of Ward 2, Burlington (email and phone available on request)

Please use this area to make any further comments regarding your candidacy, especially in
regard to your qualification for this position. You may attach additional sheets if necessary.

Signature: _____

Vikas Mangipudi

Date: 2025-05-14

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Received @ 6:42pm
5/14/25 LV



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TTY (802) 865-7142

APPLICATION FOR: Green Mountain Transit Board Board/Commission
(Please fill out a separate application for each post)

Vacancies on the Board for Registration of Voters still require your political affiliation

Full Name: Matt Kobzik Ward: 4

Residence: 35 Fern St. Burlington **Political Affiliation**:

Are you a registered Burlington Voter? Yes

Phone (home): Phone (work): Phone (cell): (802) 503-7118

E-Mail Address: mattkobzik@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

- Currently an alternate board member for CSWD
- Formerly on the board of Bike + Walk Montclair (NJ)
- Formerly a member of Global Shapers (UN program)
- Excited about the opportunity to contribute to revitalization of GMT

Current Occupation: Software

Education (list most recent first):

School	Location	Year/Degree
University of NH	Durham	2012 / History

What do you hope to accomplish as a Commissioner/Board Member?

I know GMT has been struggling over the last year or two. I'd love to bring new energy and to contribute in keeping GMT a part of our community. It's such a vital service.

How did you learn of the opportunity/opening to serve on a Board/Commission?

My partner, Emily, told me seats were back up. Emily is on the Board of Tax Appeals and doing work with the mayor.

Have you served as a Burlington City Commissioner/Board Member in the past? Yes
If the answer is yes, please list any and all appointments and dates you served.

CSWA alternate (2024 - present)

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? NO If so, please explain:

List Two References:

Dan Castriano (dan.castriano@gmail.com)

Marlon Fisher (marlon@dadguild.org)

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

Super passionate, data driven, community oriented, and already proven my interest/passion through participation with CSWA

Signature: MR

Date: 5/14/15

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'25 MAY 14 PM 3:41



OFFICE OF THE CLERK/TREASURER

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Fax (802) 865-7014

TTY (802) 865-7142

APPLICATION FOR: HBOR Housing Board of Review Board/Commission

(Please fill out a separate application for each post)

Vacancies on the Board for Registration of Voters still require your political affiliation

Full Name: JOSHUA WRONSKI Ward: 2

Residence: Burlington **Political Affiliation

Are you a registered Burlington Voter? yes

Phone (home): _____ Phone (work): _____ Phone (cell): 518-810-6978

E-Mail Address: JOSHUA.WRONSKI@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I have served 1 Full term, and
am the current Vice Chair. I am
a former Renter and previously worked
for the Vermont Affordable Housing
Coalition

Current Occupation: Director, Vermont Progressive Party

Education (list most recent first):

School	Location	Year/Degree
Saint Michael's	Colchester	Bachelor

What do you hope to accomplish as a Commissioner/Board Member?

I want to Ensure that cases are processed quickly, and create more opportunities for Education on the Existence of the HBOR

How did you learn of the opportunity/opening to serve on a Board/Commission?

I am a current member

Have you served as a Burlington City Commissioner/Board Member in the past?

If the answer is yes, please list any and all appointments and dates you served.

2022-present, HBOR

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? maybe If so, please explain:

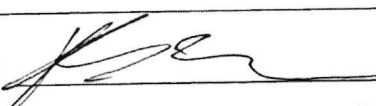
From time to time I may encounter someone I know personally, who has a case before the Board

List Two References:

Larry Neubieser

Gene Bergman

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

Signature: 

Date:

5/14/25

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TTY (802) 865-7142

APPLICATION FOR: Housing Board of Review Board/Commission

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Olivia Irene Taylor Ward: 7

Residence: 150 Ethan Allen Pkwy B Burlington VT 05408 ****Political Affiliation****

Are you a registered Burlington Voter? Yes

Phone (home): _____ Phone (work): _____ Phone (cell): 203-247-9233

E-Mail Address: oitaylor19@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I have been a renter in Burlington since 2012 and have been on the Housing Board of Review since 2021.

Current Occupation: Development Coordinator, Greater Burlington YMCA

Education (list most recent first):

School	Location	Year/Degree
Columbia University	New York City	MPA 2019
University of Vermont	Burlington, VT	B.S. Env Studies 2015

25 MAY 22 AM 11:45

What do you hope to accomplish as a Commissioner/Board Member?

I continue to

How did you learn of the opportunity/opening to serve on a Board/Commission?

I was originally interested because I am a renter, and learned about this by researching online.

Have you served as a Burlington City Commissioner/Board Member in the past? Yes
If the answer is yes, please list any and all appointments and dates you served.

I have been a member of Housing Board since 2021.

I was on the Wards 4/7 NPA Steering Committee from 2021-2024

I was elected Ward 7 Clerk in March 2025

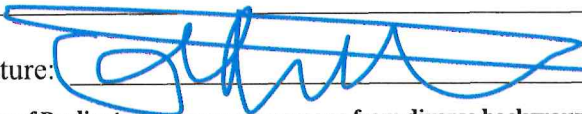
Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? No If so, please explain:

List Two References:

Evan Litwin, City Councilor & Sarah Carpenter, City Councilor

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

Signature:



Date: 05/14/2025

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Fax (802) 865-7014

TTY (802) 865-7142

APPLICATION FOR: Housing Review Board Board/Commission

(Please fill out a separate application for each post) **Vacancies on the Board for Registration of Voters still require your political affiliation**

Full Name: Zachary Richard Roger Cummings Ward: 3

Residence: 26 Clarke St. Apt #3, Burlington, VT, 05401 **Political Affiliati

Are you a registered Burlington Voter? Yes

'25 MAY 14 PM4:30

Phone (home): Phone (work): Phone (cell): 802-391-6633

E-Mail Address: zachcummings0@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

Current Occupation: Burlington Business Association Corridnator

Education (list most recent first):

School Location Year/Degree

CCV/UVM	Community and International Development	Comp. 2028
Colchester High School		2016

What do you hope to accomplish as a Commissioner/Board Member?

To be a impartial and independent voice and perceptive. I seek to have a deeper understanding of local governance matters and help my city grow and remain safe and equitable for all people who live, work or visit burlington.

How did you learn of the opportunity/opening to serve on a Board/Commission?

I've been ask to apply by some local leaders. _____

Have you served as a Burlington City Commissioner/Board Member in the past? NO

If the answer is yes, please list any and all appointments and dates you served.

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? NO ,If so, please explain:

List Two References:

Ryan Nick, Christopher Haessly _____

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

Signature: [Signature] Date: 5/14/25

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Dear Members of the City Council,

I am writing to express my interest in serving on the Burlington Design Advisory Board (DAB), the Housing Board of Review, and Police Commission. As a long time Burlington visitor and downtown resident with experience in government affairs and current studies in community development, I believe I possess a blend of skills and perspectives valuable to each role.

My academic focus provides a strong understanding of urban planning and equitable development, including the principles of thoughtful design and the importance of fair housing regulations. My professional background has honed my abilities in policy review, regulatory frameworks, and effective communication with diverse stakeholders. Additionally, my personal experiences – from navigating the rental landscape and engaging with both renters and landlords, to gaining insight into military and law enforcement perspectives through my family – have shaped my understanding of the varied needs and challenges within our community.

Specifically, I am drawn to:

- The DAB's role in shaping Burlington's built environment through design review and historic preservation (HPRC).
- The Housing Board of Review's responsibility in ensuring fair and impartial resolution of housing matters, particularly concerning minimum housing standards and security deposit disputes.
- The opportunity to contribute to the effective management and accountability of the Burlington Police Department, especially in areas of policy review and disciplinary appeals.

I am committed to serving each board with diligence, impartiality, and in accordance with all applicable laws and standards. I believe my analytical skills, community-oriented perspective, and dedication to Burlington would be assets in these roles.

Thank you for considering my application.

Sincerely,

Zachary R.R. Cummings



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

APPLICATION FOR: Housing Board of Review Board/Commission

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Elizabeth (Betsy) McGavisk Ward: 2

Residence: 6 Decatur Street Burlington, VT ****Political Affiliation***

Are you a registered Burlington Voter? yes

Phone (home): _____ Phone (work): _____ Phone (cell): 203-695-3970

E-Mail Address: bmcgavisk@burlingtonvt.gov

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I have served as a member of the Housing Board of Review since 2019 and have been the board's chair since 2022. I am very comfortable leading our meetings and asking questions of participants to make informed decisions as a board. In my professional role at the Vermont Housing & Conservation Board I have significant experience writing legal contracts which aids in our consideration of what to include in the Board's orders, and in my personal life, I have the unique experience of both being a homeowner and tenant and have experience completing the type of home repairs often discussed within our hearings.

Current Occupation: Program Coordinator, VT Housing & Conservation Board Farm & Forest Viability Program

Education (list most recent first):

School	Location	Year/Degree
University of Vermont	Burlington, VT	B.S. 2019
Dallastown Area High School	York, PA	HS Diploma, 2015

06:54:01 PM '25

What do you hope to accomplish as a Commissioner/Board Member?

As the current chair, I would like to further develop the skills of the other board members in their ability to effectively run our meetings. Over the last several years, this board has developed scripts and training materials for it's members, which I would like to continue to refine and develop especially as the board continues to hear new types of cases, such as those to revoke COC.

How did you learn of the opportunity/opening to serve on a Board/Commission?

N/A

Have you served as a Burlington City Commissioner/Board Member in the past?

If the answer is yes, please list any and all appointments and dates you served.

see above, only HBR 2019-present

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? N If so, please explain:

Given that Burlington is a small community, occasionally I will personally know petitioners to the board. In order to avoid any actual or perceived impartiality, I recuse myself from any case in which I personally know either party. This happened twice within the last approx. 18 months. I am not aware of any upcoming conflicts, which is why I answered no above.

List Two References:

Joshua Wronski, HBR Vice Chair

Mariah Noth, colleague at the Vermont Housing & Conservation Board

contact information available upon request

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

Signature: 

Date: 5/19/2025

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'25 MAY 14 PM 3:41



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APPLICATION FOR: HBOR Housing Board of Review Board/Commission

(Please fill out a separate application for each post)

Vacancies on the Board for Registration of Voters still require your political affiliation

Full Name: JOSHUA WRONSKI Ward: 2

Residence: Burlington **Political Affiliation

Are you a registered Burlington Voter? yes

Phone (home): _____ Phone (work): _____ Phone (cell): 518-810-6978

E-Mail Address: JOSHUA.WRONSKI@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I have served 1 Full term, and
am the current Vice Chair. I am
a former Renter and previously worked
for the Vermont Affordable Housing
Coalition

Current Occupation: Director, Vermont Progressive Party

Education (list most recent first):

School	Location	Year/Degree
Saint Michael's	Colchester	Bachelor

What do you hope to accomplish as a Commissioner/Board Member?

I want to Ensure that cases are processed quickly, and create more opportunities for Education on the Existence of the HBOR

How did you learn of the opportunity/opening to serve on a Board/Commission?

I am a current member

Have you served as a Burlington City Commissioner/Board Member in the past?

If the answer is yes, please list any and all appointments and dates you served.

2022-present, HBOR

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? maybe If so, please explain:

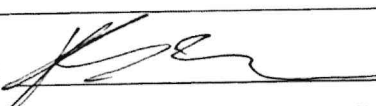
From time to time I may encounter someone I know personally, who has a case before the Board

List Two References:

Larry Neubieser

Gene Bergman

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Signature: 

Date:

5/14/25

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APPLICATION FOR: Housing Board of Review Board/Commission

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Olivia Irene Taylor Ward: 7

Residence: 150 Ethan Allen Pkwy B Burlington VT 05408 ****Political Affiliation:**

Are you a registered Burlington Voter? Yes

Phone (home): _____ Phone (work): _____ Phone (cell): 203-247-9233

E-Mail Address: oitaylor19@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I have been a renter in Burlington since 2012 and have been on the Housing Board of Review since 2021.

Current Occupation: Development Coordinator, Greater Burlington YMCA

Education (list most recent first):

School	Location	Year/Degree
Columbia University	New York City	MPA 2019
University of Vermont	Burlington, VT	B.S. Env Studies 2015

25 MAY 22 AM 11:45

What do you hope to accomplish as a Commissioner/Board Member?

I continue to

How did you learn of the opportunity/opening to serve on a Board/Commission?

I was originally interested because I am a renter, and learned about this by researching online.

Have you served as a Burlington City Commissioner/Board Member in the past? Yes

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I have been a member of Housing Board since 2021.

I was on the Wards 4/7 NPA Steering Committee from 2021-2024

I was elected Ward 7 Clerk in March 2025

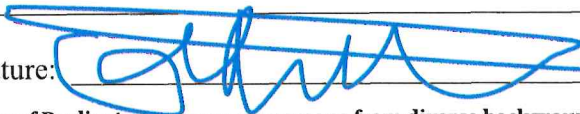
Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? No If so, please explain:

List Two References:

Evan Litwin, City Councilor & Sarah Carpenter, City Councilor

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

Signature:



Date: 05/14/2025

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APPLICATION FOR: Housing Review Board Board/Commission

(Please fill out a separate application for each post) **Vacancies on the Board for Registration of Voters still require your political affiliation**

Full Name: Zachary Richard Roger Cummings Ward: 3

Residence: 26 Clarke St. Apt #3, Burlington, VT, 05401 **Political Affiliati

Are you a registered Burlington Voter? Yes

'25 MAY 14 PM4:30

Phone (home): Phone (work): Phone (cell): 802-391-6633

E-Mail Address: zachcummings0@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

Current Occupation: Burlington Business Association Corridnator

Education (list most recent first):

School Location Year/Degree

CCV/UVM	Community and International Development	Comp. 2028
Colchester High School		2016

What do you hope to accomplish as a Commissioner/Board Member?

To be a impartial and independent voice and perceptive. I seek to have a deeper understanding of local governance matters and help my city grow and remain safe and equitable for all people who live, work or visit burlington.

How did you learn of the opportunity/opening to serve on a Board/Commission?

I've been ask to apply by some local leaders. _____

Have you served as a Burlington City Commissioner/Board Member in the past? NO
If the answer is yes, please list any and all appointments and dates you served.

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? NO ,If so, please explain:

List Two References:

Ryan Nick, Christopher Haessly _____

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

Signature: [Signature] Date: 5/14/25

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My academic focus provides a strong understanding of urban planning and equitable development, including the principles of thoughtful design and the importance of fair housing regulations. My professional background has honed my abilities in policy review, regulatory frameworks, and effective communication with diverse stakeholders. Additionally, my personal experiences – from navigating the rental landscape and engaging with both renters and landlords, to gaining insight into military and law enforcement perspectives through my family – have shaped my understanding of the varied needs and challenges within our community.

Specifically, I am drawn to:

- The DAB's role in shaping Burlington's built environment through design review and historic preservation (HPRC).
- The Housing Board of Review's responsibility in ensuring fair and impartial resolution of housing matters, particularly concerning minimum housing standards and security deposit disputes.
- The opportunity to contribute to the effective management and accountability of the Burlington Police Department, especially in areas of policy review and disciplinary appeals.

I am committed to serving each board with diligence, impartiality, and in accordance with all applicable laws and standards. I believe my analytical skills, community-oriented perspective, and dedication to Burlington would be assets in these roles.

Thank you for considering my application.

Sincerely,

Zachary R.R. Cummings



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

APPLICATION FOR: Housing Board of Review Board/Commission

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Elizabeth (Betsy) McGavisk Ward: 2

Residence: 6 Decatur Street Burlington, VT ****Political Affiliation***

Are you a registered Burlington Voter? yes

Phone (home): _____ Phone (work): _____ Phone (cell): 203-695-3970

E-Mail Address: bmcgavisk@burlingtonvt.gov

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I have served as a member of the Housing Board of Review since 2019 and have been the board's chair since 2022. I am very comfortable leading our meetings and asking questions of participants to make informed decisions as a board. In my professional role at the Vermont Housing & Conservation Board I have significant experience writing legal contracts which aids in our consideration of what to include in the Board's orders, and in my personal life, I have the unique experience of both being a homeowner and tenant and have experience completing the type of home repairs often discussed within our hearings.

Current Occupation: Program Coordinator, VT Housing & Conservation Board Farm & Forest Viability Program

Education (list most recent first):

School	Location	Year/Degree
University of Vermont	Burlington, VT	B.S. 2019
Dallastown Area High School	York, PA	HS Diploma, 2015

06:54:01 PM '25

What do you hope to accomplish as a Commissioner/Board Member?

As the current chair, I would like to further develop the skills of the other board members in their ability to effectively run our meetings. Over the last several years, this board has developed scripts and training materials for it's members, which I would like to continue to refine and develop especially as the board continues to hear new types of cases, such as those to revoke COC.

How did you learn of the opportunity/opening to serve on a Board/Commission?

N/A

Have you served as a Burlington City Commissioner/Board Member in the past?

If the answer is yes, please list any and all appointments and dates you served.

see above, only HBR 2019-present

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? N If so, please explain:

Given that Burlington is a small community, occasionally I will personally know petitioners to the board. In order to avoid any actual or perceived impartiality, I recuse myself from any case in which I personally know either party. This happened twice within the last approx. 18 months. I am not aware of any upcoming conflicts, which is why I answered no above.

List Two References:

Joshua Wronski, HBR Vice Chair

Mariah Noth, colleague at the Vermont Housing & Conservation Board

contact information available upon request

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

Signature: 

Date: 5/19/2025

The City of Burlington encourages persons from diverse backgrounds to apply to serve on boards, commissions and committees. The City is committed to providing equal opportunity to all persons without regard to political affiliation, race, color, religion, age, sex, sexual preference, national origin, disability or any other non-merit factor.

'25 MAY 14 PM 3:41



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

APPLICATION FOR:

HBOR Housing Board of Review

Board/Commission

(Please fill out a separate application for each post)

Vacancies on the Board for Registration of Voters still require your political affiliation

Full Name: JOSHUA WRONSKI Ward: 2

Residence: Burlington **Political Affiliation

Are you a registered Burlington Voter? yes

Phone (home): _____ Phone (work): _____ Phone (cell): 518-810-6978

E-Mail Address: JOSHUA.WRONSKI@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I have served 1 Full term, and
am the current Vice Chair. I am
a former Renter and previously worked
for the Vermont Affordable Housing
Coalition

Current Occupation: Director, Vermont Progressive Party

Education (list most recent first):

School	Location	Year/Degree
Saint Michael's	Colchester	Bachelor

What do you hope to accomplish as a Commissioner/Board Member?

I want to Ensure that Cases
are processed quickly, and create
more opportunities for Education on
the Existence of the HBOR

How did you learn of the opportunity/opening to serve on a Board/Commission?

I am a current member

Have you served as a Burlington City Commissioner/Board Member in the past?

If the answer is yes, please list any and all appointments and dates you served.

2022-present, HBOR

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? maybe If so, please explain:

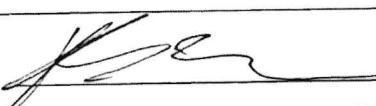
From time to time I may
encounter someone I know personally,
who has a case before the Board

List Two References:

Larry Neubieser

Gene Bergman

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

Signature: 

Date:

5/14/25

The City of Burlington encourages persons from diverse backgrounds to apply to serve on boards, commissions and committees. The City is committed to providing equal opportunity to all persons without regard to political affiliation, race, color, religion, age, sex, sexual preference, national origin, disability or any other non-merit factor.



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

APPLICATION FOR: Housing Board of Review Board/Commission

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Olivia Irene Taylor Ward: 7

Residence: 150 Ethan Allen Pkwy B Burlington VT 05408 **Political Affiliation:

Are you a registered Burlington Voter? Yes

Phone (home): _____ Phone (work): _____ Phone (cell): 203-247-9233

E-Mail Address: oitaylor19@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I have been a renter in Burlington since 2012 and have been on the Housing Board of Review since 2021.

Current Occupation: Development Coordinator, Greater Burlington YMCA

Education (list most recent first):

School	Location	Year/Degree
Columbia University	New York City	MPA 2019
University of Vermont	Burlington, VT	B.S. Env Studies 2015

25 MAY 22 AM 11:45

What do you hope to accomplish as a Commissioner/Board Member?

I continue to

How did you learn of the opportunity/opening to serve on a Board/Commission?

I was originally interested because I am a renter, and learned about this by researching online.

Have you served as a Burlington City Commissioner/Board Member in the past? Yes
If the answer is yes, please list any and all appointments and dates you served.

I have been a member of Housing Board since 2021.

I was on the Wards 4/7 NPA Steering Committee from 2021-2024

I was elected Ward 7 Clerk in March 2025

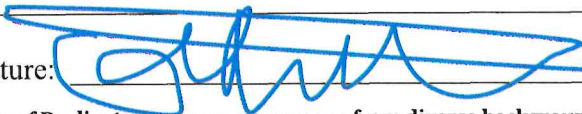
Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? No If so, please explain:

List Two References:

Evan Litwin, City Councilor & Sarah Carpenter, City Councilor

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

Signature:



Date: 05/14/2025

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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

APPLICATION FOR: Housing Review Board Board/Commission

(Please fill out a separate application for each post) **Vacancies on the Board for Registration of Voters still require your political affiliation**

Full Name: Zachary Richard Roger Cummings Ward: 3

Residence: 26 Clarke St. Apt #3, Burlington, VT, 05401 **Political Affiliati

Are you a registered Burlington Voter? Yes

'25 MAY 14 PM4:30

Phone (home): Phone (work): Phone (cell): 802-391-6633

E-Mail Address: zachcummings0@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

Current Occupation: Burlington Business Association Corridnator

Education (list most recent first):

School Location Year/Degree

CCV/UVM	Community and International Development	Comp. 2028
Colchester High School		2016

What do you hope to accomplish as a Commissioner/Board Member?

To be a impartial and independent voice and perceptive. I seek to have a deeper understanding of local governance matters and help my city grow and remain safe and equitable for all people who live, work or visit burlington.

How did you learn of the opportunity/opening to serve on a Board/Commission?

I've been ask to apply by some local leaders. _____

Have you served as a Burlington City Commissioner/Board Member in the past? NO
If the answer is yes, please list any and all appointments and dates you served.

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? NO ,If so, please explain:

List Two References:

Ryan Nick, Christopher Haessly _____

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

Signature: [Signature] Date: 5/14/25

The City of Burlington encourages persons from diverse backgrounds to apply to serve on boards, commissions and committees. The City is committed to providing equal opportunity to all persons without regard to political affiliation, race, color, religion, age, sex, sexual preference, national origin, disability or any other non-merit factor.

Dear Members of the City Council,

I am writing to express my interest in serving on the Burlington Design Advisory Board (DAB), the Housing Board of Review, and Police Commission. As a long time Burlington visitor and downtown resident with experience in government affairs and current studies in community development, I believe I possess a blend of skills and perspectives valuable to each role.

My academic focus provides a strong understanding of urban planning and equitable development, including the principles of thoughtful design and the importance of fair housing regulations. My professional background has honed my abilities in policy review, regulatory frameworks, and effective communication with diverse stakeholders. Additionally, my personal experiences – from navigating the rental landscape and engaging with both renters and landlords, to gaining insight into military and law enforcement perspectives through my family – have shaped my understanding of the varied needs and challenges within our community.

Specifically, I am drawn to:

- The DAB's role in shaping Burlington's built environment through design review and historic preservation (HPRC).
- The Housing Board of Review's responsibility in ensuring fair and impartial resolution of housing matters, particularly concerning minimum housing standards and security deposit disputes.
- The opportunity to contribute to the effective management and accountability of the Burlington Police Department, especially in areas of policy review and disciplinary appeals.

I am committed to serving each board with diligence, impartiality, and in accordance with all applicable laws and standards. I believe my analytical skills, community-oriented perspective, and dedication to Burlington would be assets in these roles.

Thank you for considering my application.

Sincerely,

Zachary R.R. Cummings



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

APPLICATION FOR: Housing Board of Review Board/Commission

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Elizabeth (Betsy) McGavisk Ward: 2

Residence: 6 Decatur Street Burlington, VT ****Political Affiliation***

Are you a registered Burlington Voter? yes

Phone (home): _____ Phone (work): _____ Phone (cell): 203-695-3970

E-Mail Address: bmcgavisk@burlingtonvt.gov

Training or Experience Related to the Commission or Board Post for Which you are Applying:

I have served as a member of the Housing Board of Review since 2019 and have been the board's chair since 2022. I am very comfortable leading our meetings and asking questions of participants to make informed decisions as a board. In my professional role at the Vermont Housing & Conservation Board I have significant experience writing legal contracts which aids in our consideration of what to include in the Board's orders, and in my personal life, I have the unique experience of both being a homeowner and tenant and have experience completing the type of home repairs often discussed within our hearings.

Current Occupation: Program Coordinator, VT Housing & Conservation Board Farm & Forest Viability Program

Education (list most recent first):

School	Location	Year/Degree
University of Vermont	Burlington, VT	B.S. 2019
Dallastown Area High School	York, PA	HS Diploma, 2015

08:54:01 PM '25

What do you hope to accomplish as a Commissioner/Board Member?

As the current chair, I would like to further develop the skills of the other board members in their ability to effectively run our meetings. Over the last several years, this board has developed scripts and training materials for it's members, which I would like to continue to refine and develop especially as the board continues to hear new types of cases, such as those to revoke COC.

How did you learn of the opportunity/opening to serve on a Board/Commission?

N/A

Have you served as a Burlington City Commissioner/Board Member in the past?

If the answer is yes, please list any and all appointments and dates you served.

see above, only HBR 2019-present

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? N If so, please explain:

Given that Burlington is a small community, occasionally I will personally know petitioners to the board. In order to avoid any actual or perceived impartiality, I recuse myself from any case in which I personally know either party. This happened twice within the last approx. 18 months. I am not aware of any upcoming conflicts, which is why I answered no above.

List Two References:

Joshua Wronski, HBR Vice Chair

Mariah Noth, colleague at the Vermont Housing & Conservation Board

contact information available upon request

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

Signature: 

Date: 5/19/2025

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Resolution Relating to

DESIGNATING CHURCH STREET AS “CANADA
STREET/RUE CANADA” TO WELCOME CANADIAN
VISITORS AND WELCOME TOURISM

RESOLUTION_____

Sponsor(s): Councilors McKnight,
Barlow, Litwin, Schachter, Singh,
Traverse, Neubieser, Kane, Broderick,
Bergman, Carpenter
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:

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- That WHEREAS, the City of Burlington values its longtime relationship - which is close both geographically and in our shared values - with Canadian neighbors, many of whom visit our city for shopping, dining, cultural experiences, to experience natural beauty, and leisure; and
- WHEREAS, Canadian visitors are vital to our local economy, particularly in the downtown where small businesses, restaurants, hotels, and retail shops rely on cross-border tourism; and
- WHEREAS, according to the Vermont Department of Tourism and Marketing, approximately 5% of Vermont’s visitors are from Canada, totaling around 750,000 annual visitors, contributing approximately \$150 million to the state’s economy; and
- WHEREAS, the people of Vermont wish to acknowledge our longstanding cultural and linguistic ties with the people of Quebec and that Vermont remains 1 of only 2 U.S. States where French is the second-most spoken language after English, Louisiana being the other; and
- WHEREAS, Burlington, due to its proximity to the Canadian border and our many attractions, benefits significantly from Canadian tourism, with many visitors from Quebec frequenting the Church Street Marketplace and other local venues; and
- WHEREAS, the City of Burlington wishes to express its warmest welcome and appreciation for Canadian visitors through a visible and celebratory gesture; and
- WHEREAS, the cross-border relationship is reciprocal, with many Vermonters traveling to Canada each year for business, education, recreation, and family visits, further strengthening the deep social and economic ties between our communities; and
- WHEREAS, the Church Street Marketplace serves as a vibrant cultural and commercial hub for residents and visitors alike, making it a fitting location to recognize and honor our connection to Canada; and

WHEREAS, recent reporting indicates a noticeable decline in Canadian travel to Vermont, with travelers citing concern about the Trump administration’s political rhetoric and immigration policies that expose them to risk of detention as reasons for canceled or postponed visits; and

WHEREAS, data from the Vermont Agency of Commerce and Community Development shows that July and August have the highest number of border crossings from Canada into Vermont; and

WHEREAS, these policies from the Trump administration do not reflect the views and values of city leaders and residents, and the City of Burlington wishes to make sure our Canadian neighbors know this loud and clear; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Burlington that Church Street, be ceremonially designated as “Canada Street/Rue Canada” for the purpose of promoting goodwill, encouraging Canadian tourism, and celebrating our shared values and borderless friendship; and

BE IT FURTHER RESOLVED that appropriate signage and promotional materials funded by up to \$3,000 in Council initiative funds and celebratory events be developed in collaboration with local businesses, the Church Street Marketplace District, BWD, BCA, and tourism partners to highlight this designation and amplify outreach to Canadian visitors; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and remain in effect through September 1, 2025, with the option to renew or extend into an annual tradition based on community support and impact.

Resolution Relating to

DESIGNATING CHURCH STREET AS “CANADA STREET/RUE CANADA” TO WELCOME CANADIAN VISITORS AND WELCOME TOURISM

RESOLUTION_____

Sponsor(s): Councilors McKnight, Barlow, Litwin, Schachter, Singh, Traverse, Neubieser, Kane, Broderick, Bergman
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 of Burlington values its longtime relationship - which is close both
2 geographically and in our shared values - with Canadian neighbors, many of whom visit our city for shopping,
3 dining, cultural experiences, to experience natural beauty, and leisure; and
4 WHEREAS, Canadian visitors are vital to our local economy, particularly in the downtown where
5 small businesses, restaurants, hotels, and retail shops rely on cross-border tourism; and
6 WHEREAS, according to the Vermont Department of Tourism and Marketing, approximately 5% of
7 Vermont’s visitors are from Canada, totaling around 750,000 annual visitors, contributing approximately \$150
8 million to the state’s economy; and
9 WHEREAS, the people of Vermont wish to acknowledge our longstanding cultural and linguistic ties
10 with the people of Quebec and that Vermont remains 1 of only 2 U.S. States where French is the second-most
11 spoken language after English, Louisiana being the other; and
12 WHEREAS, Burlington, due to its proximity to the Canadian border and our many attractions, benefits
13 significantly from Canadian tourism, with many visitors from Quebec frequenting the Church Street
14 Marketplace and other local venues; and
15 WHEREAS, the City of Burlington wishes to express its warmest welcome and appreciation for
16 Canadian visitors through a visible and celebratory gesture; and
17 WHEREAS, the cross-border relationship is reciprocal, with many Vermonters traveling to Canada
18 each year for business, education, recreation, and family visits, further strengthening the deep social and
19 economic ties between our communities; and
20 WHEREAS, the Church Street Marketplace serves as a vibrant cultural and commercial hub for
21 residents and visitors alike, making it a fitting location to recognize and honor our connection to Canada; and

WHEREAS, recent reporting indicates a noticeable decline in Canadian travel to Vermont, with travelers citing concern about the Trump administration’s political rhetoric and immigration policies that expose them to risk of detention as reasons for canceled or postponed visits; and

WHEREAS, data from the Vermont Agency of Commerce and Community Development shows that July and August have the highest number of border crossings from Canada into Vermont; and

WHEREAS, these policies from the Trump administration do not reflect the views and values of city leaders and residents, and the City of Burlington wishes to make sure our Canadian neighbors know this loud and clear; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Burlington that Church Street, be ceremonially designated as “Canada Street/Rue Canada” for the purpose of promoting goodwill, encouraging Canadian tourism, and celebrating our shared values and borderless friendship; and

BE IT FURTHER RESOLVED that appropriate signage and promotional materials funded by up to \$3,000 in Council initiative funds and celebratory events be developed in collaboration with local businesses, the Church Street Marketplace District, BWD, BCA, and tourism partners to highlight this designation and amplify outreach to Canadian visitors; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and remain in effect through September 1, 2025, with the option to renew or extend into an annual tradition based on community support and impact.

Resolution Relating to

DESIGNATING CHURCH STREET AS “CANADA
STREET/RUE CANADA” TO WELCOME CANADIAN
VISITORS AND WELCOME TOURISM

RESOLUTION 8.1

Sponsor(s): Councilors McKnight,
Barlow, Litwin, Schachter, Singh,
Traverse, Neubieser, Kane, Broderick,
Bergman, Carpenter

Introduced: 06/16/25

Referred to: _____

Action: adopted

Date: 06/16/25

Signed by Mayor: 06/18/25

CITY OF BURLINGTON

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

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

1 That WHEREAS, the City of Burlington values its longtime relationship - which is close both
2 geographically and in our shared values - with Canadian neighbors, many of whom visit our city for shopping,
3 dining, cultural experiences, to experience natural beauty, and leisure; and

4 WHEREAS, Canadian visitors are vital to our local economy, particularly in the downtown where
5 small businesses, restaurants, hotels, and retail shops rely on cross-border tourism; and

6 WHEREAS, according to the Vermont Department of Tourism and Marketing, approximately 5% of
7 Vermont’s visitors are from Canada, totaling around 750,000 annual visitors, contributing approximately \$150
8 million to the state’s economy; and

9 WHEREAS, the people of Vermont wish to acknowledge our longstanding cultural and linguistic ties
10 with the people of Quebec and that Vermont remains 1 of only 2 U.S. States where French is the second-most
11 spoken language after English, Louisiana being the other; and

12 WHEREAS, Burlington, due to its proximity to the Canadian border and our many attractions, benefits
13 significantly from Canadian tourism, with many visitors from Quebec frequenting the Church Street
14 Marketplace and other local venues; and

15 WHEREAS, the City of Burlington wishes to express its warmest welcome and appreciation for
16 Canadian visitors through a visible and celebratory gesture; and

17 WHEREAS, the cross-border relationship is reciprocal, with many Vermonters traveling to Canada
18 each year for business, education, recreation, and family visits, further strengthening the deep social and
19 economic ties between our communities; and

20 WHEREAS, the Church Street Marketplace serves as a vibrant cultural and commercial hub for
21 residents and visitors alike, making it a fitting location to recognize and honor our connection to Canada; and

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

* * * * *

DESIGNATING CHURCH STREET AS “CANADA STREET/RUE
CANADA” TO WELCOME CANADIAN VISITORS AND WELCOME
TOURISM

WHEREAS, recent reporting indicates a noticeable decline in Canadian travel to Vermont, with travelers citing concern about the Trump administration’s political rhetoric and immigration policies that expose them to risk of detention as reasons for canceled or postponed visits; and

WHEREAS, data from the Vermont Agency of Commerce and Community Development shows that July and August have the highest number of border crossings from Canada into Vermont; and

WHEREAS, these policies from the Trump administration do not reflect the views and values of city leaders and residents, and the City of Burlington wishes to make sure our Canadian neighbors know this loud and clear; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Burlington that Church Street, be ceremonially designated as “Canada Street/Rue Canada” for the purpose of promoting goodwill, encouraging Canadian tourism, and celebrating our shared values and borderless friendship; and

BE IT FURTHER RESOLVED that appropriate signage and promotional materials funded by up to \$3,000 in Council initiative funds and celebratory events be developed in collaboration with local businesses, the Church Street Marketplace District, BWD, BCA, and tourism partners to highlight this designation and amplify outreach to Canadian visitors; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and remain in effect through September 1, 2025, with the option to renew or extend into an annual tradition based on community support and impact.

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

Designating Church Street As "Canada Street/Rue Canada" To Welcome
Canadian Visitors and Welcome Tourism
.....

Adopted by the City Council

June 16
....., 20²⁵.....
 Clerk

Approved..... June 18, 20²⁵.....
 Mayor

Attest:

Vol. Page

* * * * *

Resolution Relating to

IMPACT FEES

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, for the reasons stated in the staff report,
- 2
- NOW, THEREFORE, BE IT RESOLVED that the City Council hereby adopts the Administrative
- 3
- Regulations attached hereto, and that effective upon the date set forth therein, the previously adopted
- 4
- Administrative Regulations relating to impact fees, and the impact fees adopted pursuant thereto, shall have no
- 5
- further force and effect.

6

7 ER/Resolutions 2025/Impact Fees

8 06/02/25

Impact Fee Administrative Regulations

Adopted by the City Council on June 1, 2025

1.0 Definitions:

1. **Area Median Income**, or **AMI**, means the median income level specified in Article 9, Part 1 of the City's Comprehensive Development Ordinance, as the same may be amended or renumbered from time to time.
2. **Covered Project** means any Land Development that results in new dwelling units or in new nonresidential building square footage, and which results in an added impact as per the basis of the calculation of the fee. In the case of transportation Impact Fees, the added impact triggering payment of fees is an increase in vehicle trip generation. Notwithstanding the foregoing definition, in the case of water and wastewater Impact Fees, **Covered Project** means any Land Development that entails any construction or expansion of any building, structure, or use, or any change in use, which results in a net increase in Design Flows.
3. **Design Flows** has the meaning given in § 1-803 of the Vermont Agency of Natural Resources Department of Environmental Conservation's Wastewater System & Potable Water Supply Rules, Chapter 1 of the Environmental Protection Rules, as the same may be amended or renumbered from time to time and available here for reference purposes only: <https://dec.vermont.gov/drinking-water-and-groundwater-protection/wastewater-systems-and-potable-water-supply-program-1>.
4. **Impact Fee** has the meaning given in 24 V.S.A. § 5201(3), as the same may be amended or renumbered from time to time and available here for reference purposes only: <https://legislature.vermont.gov/statutes/section/24/131/05201>.
5. **Land Development** has the meaning given in 24 V.S.A. § 4303(10), as the same may be amended or renumbered from time to time and available here for reference purposes only: <https://legislature.vermont.gov/statutes/section/24/117/04303>.
6. **Offsite Public Facilities** means public facilities required as conditions of approval of Land Development that are not on or immediately adjacent to the private land proposed for development.
7. **Rules** means these Impact Fee Administrative Regulations.

2.0 Effective Date & Imposition of Fee: These Rules shall take effect on July 1, 2025. The Impact Fee Administrative Regulations previously updated for Fiscal Year 2023 shall remain in effect until that date.

3.0 Exemptions, Credits & Waivers:

1. Except in the case of water and wastewater Impact Fees, additions to existing dwelling units exclusively for residential purposes shall be exempt from the imposition of Impact Fees.

2. Except in the case of water and wastewater Impact Fees, alterations to an existing use shall be exempt from the imposition of Impact Fees to the extent the alteration occurs within an existing building footprint.
3. Additions to an existing building solely to provide additional means of ingress and egress, such as stair towers, shall be exempt from the imposition of Impact Fees.
4. If applicable, school Impact Fees shall not be required for senior housing projects or for that portion of any project where certain units are reserved specifically for the elderly. Any project, or portion thereof, which meets either state or federal guidelines for age- restricted housing for the elderly shall be deemed a senior citizen housing project and eligible for a full or partial waiver of school Impact Fees.
5. A nonrefundable fee credit shall be given against the total amount of Impact Fees assessed for a Covered Project for any Offsite Public Facilities required of the project. A fee credit shall only be available against a fee category substantially related to the Offsite Public Facilities in question. For example, a credit against water and wastewater Impact Fees shall be given for construction of Offsite Public Facilities for the distribution of potable water or for the collection of wastewater, and a credit against transportation Impact Fees shall be given for construction of right of way or other transportation-related Offsite Public Facilities.
6. Inclusionary housing units provided in accordance with Article 9 of the City's Comprehensive Development Ordinance shall be exempt from the imposition of Impact Fees.
7. In the case of water and wastewater Impact Fees, a project shall be exempt if it does not increase water or wastewater Design Flows, as defined in Rule 1.0.

3.1 Same – Affordable Housing Waivers: For purposes of interpreting this section, reference is made to Article 9, Part 1 of the City's Comprehensive Development Ordinance, as the same may be amended or renumbered from time to time. Any residential project containing affordable, newly constructed, or substantially rehabilitated dwelling units in excess of the minimum required to comply with inclusionary zoning shall be eligible for Impact Fee waivers, as follows:

1. A twenty-five percent (25%) waiver of Impact Fees shall apply for any dwelling unit in a project that initially sells for a price that is affordable for households below ninety percent (90%) of AMI or that initially rents for a three (3) year period for an amount, including utilities, that is affordable for households below seventy-five percent (75%) of AMI.
2. A fifty percent (50%) waiver of Impact fees shall apply for that portion of a residential project that meets both of the following requirements:
 - a. Dwelling units sell for a price that is affordable for households below seventy-five percent (75%) of AMI or rent for an amount, including utilities, that is affordable for households below sixty-five percent (65%) of AMI; and
 - b. Affordability lasts for a period of ninety-nine (99) years.

3. A one hundred percent (100%) waiver of Impact fees shall apply for that portion of a residential project that meets both of the following requirements:
 - a. Dwelling units sell or rent for an amount that is affordable for households below fifty (50%) of AMI; and
 - b. Affordability lasts for a period of ninety-nine (99) years.

For water and wastewater Impact Fees, to request an affordable housing waiver, applicants shall submit an “affordability revision” calculation of Impact Fees with their final allocation request to the Water Resources Division, which shall categorize the number of residential units eligible for each level of waiver. This revision must include verification of the affordability determination from the City’s Community & Economic Development Office.

4.0 Calculation of Impact Fees:

1. Transportation Impact Fees are hereby imposed in the amount of One Thousand Two Hundred Three Dollars and No Cents (\$1,203.00) per vehicle trip end generated during the p.m. peak hour, subject to annual inflation adjustments described below. The fee calculation pursuant to this paragraph is more particularly described in Resource Systems Group, Inc.’s (“RSG”) 2025 Transportation Impact Fee Study prepared for the City on-file in the Clerk-Treasurer’s Office, and is based on the City recouping eligible project costs where eighty percent (80%) of a transportation project is funded by a grant. This fee is based on priority projects identified in the completed nexus study. RSG also provided guidance for how the City Council should consider substitute projects.
2. Water and wastewater Impact Fees shall be calculated based upon an amount per gallon multiplied by a property’s Design Flows. Subject to annual inflation adjustments described below, water fees shall be Eleven Dollars and Fifty-eight Cents (\$11.58) per gallon, and wastewater fees shall be Six Dollars and thirty Cents (\$6.30) per gallon, based upon Raftelis Financial Consultants, Inc.’s 2024 Water and Wastewater System Development Fees analysis prepared for the City.
3. The City Council may amend the foregoing fees and adopt other municipal Impact Fees, including for parks, fire, police, library, and schools, by resolution based on recommendations from future evaluations of growth throughout the City.
4. Effective July 1, 2026, and July 1 of each fiscal year thereafter, the Chief Administrative Officer shall update Impact Fees for inflation. Unless otherwise specified by City Council resolution, any increase over the prior twelve months in the Consumer Price Index for All Urban Workers, Northeast Region (“CPI-U, NE”), shall be used as the basis for the adjustment, except that for transportation Impact Fees, the National Highway Construction Cost Index shall be used. The most recently published data shall be used in determining the inflation factor. Thus, for example, if as of July 1, 2026, CPI-U, NE as most recently published by the U.S. Department of Labor is for May 2026, then the increase in CPI-U, NE for the period from May 2025 to May 2026 shall be used as the basis for the inflation factor.

5. The Chief Administrative Officer shall maintain an official version of currently adopted Impact Fees, which shall be publicly available online.

5.0 Time and Place of Payment: Except as otherwise specified in Rules 5.1 and 5.2, Impact Fees must be paid in person to the Department of Permitting & Inspection or online through that department's online permitting platform. For new buildings, Impact Fees shall be paid at least seven (7) days prior to occupancy of a new building or any portion thereof. For existing buildings, fees must be paid prior to issuance of a zoning permit or, if a building permit is required, within thirty (30) days of issuance of the building permit. The Department of Permitting & Inspection shall remit all Impact Fees collected promptly to the Clerk-Treasurer's Office, which shall maintain the fees in a separate, interest-bearing account.

5.1 Same – School Fees: If applicable, the School District may elect to collect its own Impact Fees. If the School District exercises this election, it shall establish its own processes for fee collection.

5.2 Same – Water & Wastewater Fees: Water and wastewater Impact Fees must be paid to the Water Resources Division of the Department of Public Works via that division's permitting platform. For new buildings, Impact Fees shall be paid at least seven (7) days prior to occupancy of a new building or any portion thereof. Water service will not be turned on without payment of the impact fee. For existing buildings, fees must be paid prior to final issuance of a water or wastewater connection permit. The Water Resources Division shall be responsible for maintaining all Impact Fees collected by it in a separate, interest-bearing account.

6.0 Refunds: If the actual costs to the city for the provision of a capital facility category to be funded in part by Impact Fees is less than originally was calculated or if an impact fee is reduced after fees have been collected, the city shall refund that portion of any impact fee and accrued interest which is in excess of the appropriate portion due to the then owner of the property for which the fee was paid, pursuant to state law.

7.0 Distribution & Use of Fees; Accounting:

1. For fees not collected by the Water Resources Division or School District, the Chief Administrative Officer or designee shall maintain a register of the date of payment for each fee collected, the amount paid and the name of the payer, by each capital facility category.
2. Quarterly, the Water Resources Division shall provide the Clerk-Treasurer's Office an accounting of fees collected and expended in a format reasonably acceptable to the Chief Administrative Officer or designee, which shall include the same information as listed in the previous paragraph. The School District shall follow the same accounting procedures if it chooses to collect any currently adopted school Impact Fees.
3. Impact Fees collected under Rule 5.0 shall be distributed to city departments upon authorization of the Chief Administrative Officer or designee. Impact Fees shall be spent within six (6) years of collection or refunded as described in Rule 6.0. Impact Fees shall be used solely for capital projects and, in particular, for projects referenced in the most recent nexus study used as a basis for each fee.

4. Water and wastewater Impact Fees shall be used to support the replacement of infrastructure necessary to maintain existing service levels and to maintain existing capacity or, as necessary or convenient, to support the construction of infrastructure to increase the capacity of water and wastewater systems.
5. A summary of Impact Fee revenues and expenditures shall be included in the City's annual Town Meeting Day report.

8.0 Miscellaneous:

1. If a proposed Land Development project is substantially modified in terms of square footage, a request for an adjustment to Impact Fees may be made by filing a zoning permit application subject to the applicable filing fees. Any adjustment, if approved, is subject to the Impact Fees in effect at the time of the subsequent approval. Any change which increases a project size or impact shall require a new zoning permit and an accompanying adjustment to the Impact Fee amount.
2. Notwithstanding the foregoing, with respect to water and wastewater Impact Fees, in case of a Land Development project modification affecting Design Flows, a request for an adjustment may be made by filing an updated capacity allocation request. An adjustment, if approved, shall be subject to the Impact Fees in effect at the time of the subsequent approval.
3. No Impact Fee rebates shall be authorized for the demolition of an existing building or structure, a reduction in size of an existing building, or a change in the use of an existing building. There are no rebates if one decides to reduce the use of (or is unable to use) one's property for any reason.
4. If an Impact Fee is not paid, in addition to penalties provided by state law or City ordinance, a certificate of occupancy or water resources connection permit may be denied for the property. Failure to pay a water resources impact fee related to an existing building could result in termination of water service.
5. Impact Fees do not replace other fees pertaining to Land Development projects. All applicable permit fees, including but not limited to development review fees, water resources connection review fees, and building permit fees, must be paid.
6. Nothing shall prevent the City Council from varying impact fees and impact fee procedures by development agreement.



BTV Impact Fee Program

Revisions & Implementation

June 16, 2025



What to Expect Tonight

- Overview of Current Fee Program
- Review of Proposed Recommendations
- Ordinance & Administrative Regulation Changes
- Implementation Schedule



Current Fee Program

- Charges on new development to defray capital costs directly related to new development
- Spend on:
 - Improvements needed to serve growth
 - Maintain level of service as City grows
 - Projects with community-wide benefit (not just one development)
- Cannot be spent on:
 - Maintenance, operations, existing deficiencies
 - Project-specific impacts
 - Paying for same improvements twice (double charging)
- City's fees 1st adopted in 1990's – have not been evaluated since
- Impact Fees supplement the City's other capital revenues



Current Fee Program

- Affordable & Senior Housing are exempt
- Fees are charged per 1,000 sq ft.
- Larger homes pay more than smaller homes

Department	Residential	Industrial	Offices & Other	Retail
\$ per 1,000 sq. ft. - in 2023 dollars				
Traffic (DPW)	\$224	\$299	\$771	\$839
Fire	253	224	227	227
Police	51	400	400	400
Parks	848	481	478	478
Library	525	0	0	0
Schools	1,095	0	0	0
Total	\$2,996	\$1,404	\$1,876	\$1,944



Current Fee Program – Revenue History

- \$350,000/year in fee revenue total (10-year average)
- \$30,000-80,000 across individual fee categories
- Not enough for significant capital projects

Fee Category	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2014-2024	
												Total	Ann. Avg.
Traffic	\$15,956	\$108,317	\$35,287	\$75,599	\$156,560	\$148,181	\$165,906	\$69,141	\$4,395	\$48,086	\$26,121	\$853,549	\$77,595
Fire	\$10,149	\$47,704	\$17,378	\$43,529	\$55,319	\$63,569	\$79,193	\$10,136	\$1,226	\$17,234	\$27,520	\$372,957	\$33,905
Police	\$6,208	\$51,538	\$20,587	\$70,348	\$37,936	\$59,331	\$96,775	\$16,245	\$2,247	\$24,085	\$7,002	\$392,301	\$35,664
Parks	\$31,089	\$124,353	\$48,848	\$124,957	\$137,357	\$168,670	\$190,026	\$20,941	\$3,087	\$42,564	\$92,582	\$984,474	\$89,498
Library	\$19,536	\$42,080	\$15,947	\$31,978	\$69,664	\$68,156	\$72,544	\$5,832	\$3,038	\$13,968	\$57,502	\$400,245	\$36,386
School	\$40,778	\$87,838	\$42,990	\$156,750	\$69,358	\$122,835	\$201,786	\$17,685	\$6,343	\$24,792	\$118,119	\$889,275	\$80,843
Total	\$123,716	\$461,830	\$181,037	\$503,161	\$526,195	\$630,742	\$806,231	\$139,979	\$20,336	\$170,728	\$328,846	\$3,892,800	\$353,891

Source: City of Burlington



Why Adopt Changes Now?

- General Fund Impact Fees have not been updated since 1992
- Reduce opportunities for implementation confusion by streamlining fee regulations and creating efficiencies for future revisions and updates
- Capital Project List & City Asset Needs have changed – more need in areas of deferred maintenance vs capital expansion
- Fees have not been updated to reflect current asset inventories, replacement costs, or inflation since 1992
- Timing pairs well with budgetary needs for some capital projects
- Increase opportunities to allocate limited capital resources to other asset categories that will not receive fees
 - Transportation Projects have made up ~**73%** of the total General Fund capital budget over last 8 years



Why Adopt Changes Now?

- Water Resources Impact Fees were eliminated in the 1990s, reducing available capital revenues for 3+ decades
- Implementing some amount of Water Resources fees now helps ensure near-term development projects contribute to costs of replacement for existing infrastructure that supports their projects
 - With the passage of the LAKE & WATER bonds, WRs will be updating the fees to include both current “buy-in” portion **and** eligible costs from capacity expansion projects
 - The proposed updates to the Impact Fee Ordinance & Administrative Rules lays the foundation for all of these changes to occur efficiently



Proposed Impact Fee Program Recommendations

EPS	RSG	Raftelis
Fees Reviewed: - Parks, Police, Fire, Library, & School	Fees Reviewed: - Restructuring Traffic Fee to be Transportation & Multimodal Fee (capacity to increase moving people)	Fees Reviewed: - Water & Sewer Buy-In Impact Fees

Fee Study Process:

- Draft nexus study calculations
 - Inventory City capital assets & current replacement costs
 - Calculate potential for new impact fees with current fee categories
- Department Interviews: Reviewed Capital Project Lists for **ALL** fee categories
 - Identify capital expansion projects
 - Found that most capital projects are for maintenance & upgrades
- Reorganized Fee Categories
 - Combined fee categories to give more flexibility to spend funds
 - Revised nexus study & fee calculations



Proposed Impact Fee Program Recommendations

Decision Criteria:

1. If we collect Impact Fees, can we spend them on eligible projects?
 - a) Is there a nexus to growth/development?
 - b) Do projects add capacity to provide services?
2. Will we need other funding to close the gap?
 - a) Do we need other money to “unlock” the impact fees?
 - b) Can we spend impact fees within 6 years?
3. Will Impact Fees generate enough money to be worthwhile?



Proposed Impact Fee Program Recommendations

Overall Recommendations:

- Continue collecting Impact Fees, but **FOCUS** on Transportation, Water & Wastewater:
 - Essential Infrastructure
 - Large Capital Costs
 - Best Nexus with New Development
 - Solid Capital Project Lists for the next 10-years
- Shifting the “capital fee stack” frees up other capital revenues for other assets (i.e.: Fire, Police, Library, & Parks)
- Moderate fee increases
- Opportunity to reevaluate fees every five years

- 2022: Studies Began
- 11/2022: 1st Stakeholder Meeting
- 7/2023: 4th Round of Stakeholder Meetings
- 11/2024: Final Stakeholder Meetings
- 1/2025: 1st Work Session with City Council
- 3/2025: 2nd Work Session with City Council
- 4/2025: Planning Commission Presentation



Study Example: Review of Capital Project Lists

Project	Estimated Cost	% Allocated to Growth	Impact Fee Eligible Cost	Status
Calahan Park				
Community Garden Expansion	\$116,000	100.0%	\$116,000	Unfunded long-term
Multi-Use Building + Covered Outdoor Space	\$625,000	100.0%	\$625,000	Unfunded long-term
Primary and Secondary Paths	\$1,000,000	100.0%	\$1,000,000	Unfunded long-term
Multi-Use Pavilion / Ice Rink	\$900,000	100.0%	\$900,000	Unfunded long-term
Subtotal	\$2,641,000		\$2,641,000	
Total	\$2,641,000		\$2,641,000	

Source: City of Burlington; Economic & Planning Systems

Total Eligible Project
Cost $\neq$ Fee Revenue
Generated from
new fees

For All Capital Asset Project Lists Reviewed*:

- Removed any maintenance/replacement projects
- Focused on projects that met nexus requirement
- Revenue is collected from any eligible development project
- Timeline to spend is 6 yrs
- Most identified projects need additional funding to complete making it harder to spend fees in 6 years

*Note: The City Project Team & its Consultants met with all fee stakeholders, including Parks, DPW, Police, Fire, Library, and the School District.



Proposed Impact Fee Program Recommendations

Transportation Impact Fee:

- City has a strong capital plan of transportation projects that meet nexus criteria
- Utilizes a base impact fee per PM peak hour (4-7 PM) vehicle trip
- Study Recommendation = **\$1,203/new PM peak hour vehicle trip** (incorporates grant funding opportunities for transportation projects)
- Encourages development of land uses that encourage walking and biking

Water & Wastewater Buy-In Fees:

- Assess one-time charges on new water/wastewater connections to recover up-front costs the City has incurred for users to access existing system capacity
- Fee based on gallons per day for water usage and wastewater discharge
- Water & Wastewater usage is calculated based on type and size of development
- Will adopt incremental component of an impact fee for capacity expansion related portions of capital projects now that bonds have passed
- Revenue will offset future debt service for all rate payers (including the new development)

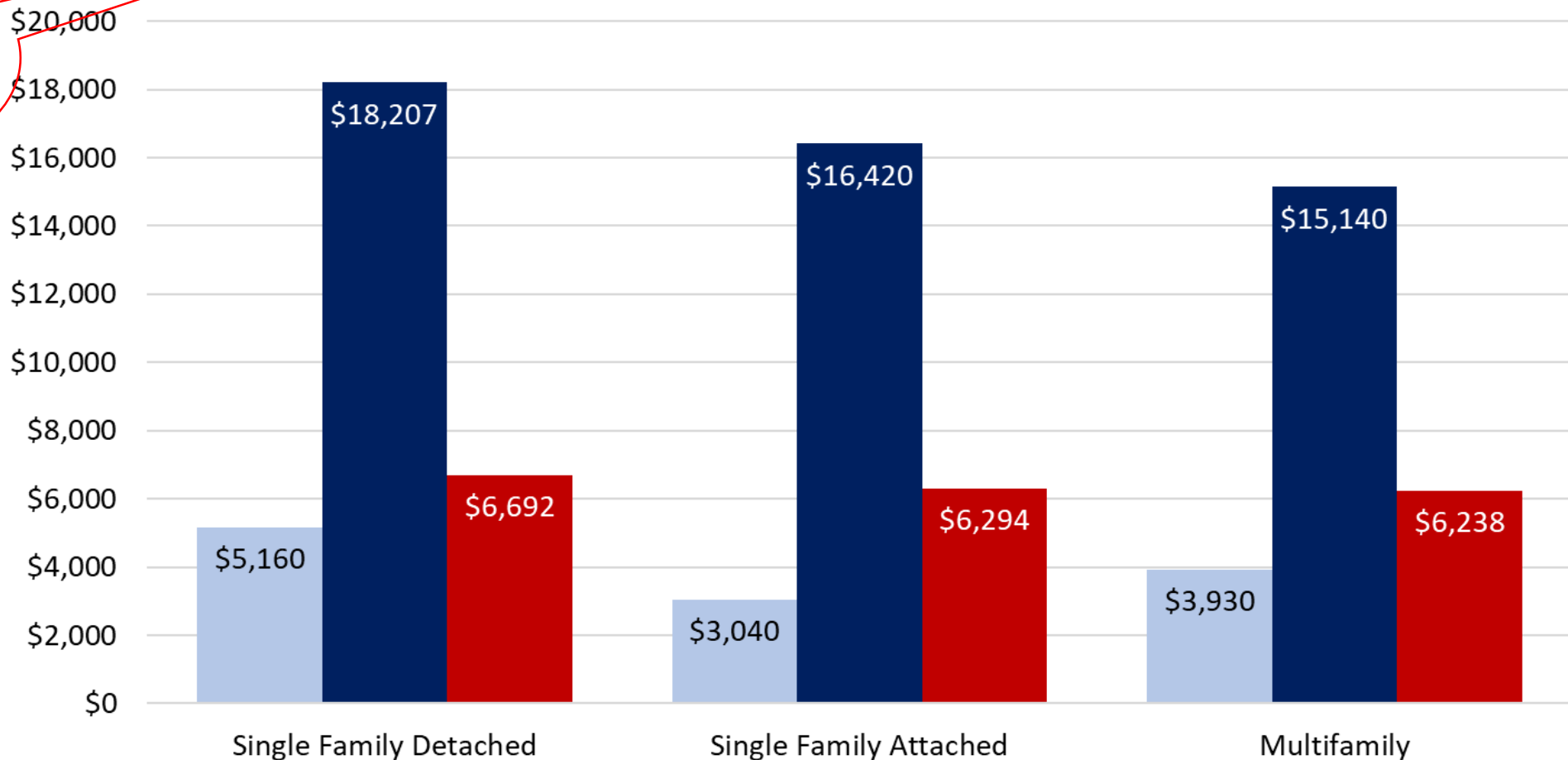


What this looks like (per unit basis)

■ Current ■ Updated ■ Proposed (water, sewer, transportation)

Residential Impact Fee Per Unit

Updated
asset values/
costs = large
increase





Surrounding Community Comparison (per unit basis)

Community	School	Parks/Trails/ Recreation	Fire	Police	Facilities	Fleet	Transport./ Roads	Water	Wastewater	Total
Single Family										
Burlington (Draft Proposed)	\$0	\$0	\$0	\$0	\$0	\$0	\$871	\$4,169	\$1,653	\$6,692
South Burlington	\$8,900	\$964	\$0	\$0	\$0	\$0	\$1,010	\$3,410	\$3,459	\$17,743
Colchester	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,250	\$0	\$1,250
Winooski	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,811	\$2,856	\$5,667
Essex	\$0	\$628	\$0	\$0	\$0	\$0	\$0	\$3,124	\$2,239	\$5,991
Essex Junction	\$3,800	\$628	\$0	\$0	\$0	\$0	\$0	\$0	\$1,510	\$5,938
Williston	\$0 [1]	\$2,100	\$0	\$0	\$0	\$0	\$1,789	\$2,376	\$3,261	\$9,527
Shelburne	\$0	\$1,864	\$0	\$0	\$0	\$0	\$0	\$3,598	\$3,425	\$8,887
Multifamily										
Burlington (Draft Proposed)	\$0	\$0	\$0	\$0	\$0	\$0	\$417	\$4,169	\$1,653	\$6,238
South Burlington	\$4,600	\$641	\$189	\$353			\$670	\$3,410	\$3,459	\$13,322
Colchester	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,250	\$0	\$1,250
Winooski	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,811	\$2,856	\$5,667
Essex	\$0	\$473	\$0	\$0	\$0	\$0	\$0	\$3,124	\$2,239	\$5,836
Essex Junction	\$2,000	\$473	\$0	\$0	\$0	\$0	\$0	\$0	\$1,510	\$3,983
Williston	\$0 [1]	\$1,659	\$0	\$0	\$0	\$0	\$915	\$1,395	\$1,914	\$5,883
Shelburne	\$0	\$1,017	\$0	\$0	\$0	\$0	\$0	\$3,598	\$3,425	\$8,040

[1] The School Impact Fee pursuant WDB 44 was retired on November 18, 2024.



Proposed Ordinance Changes

The City's current Impact Fee Regulations live in 3 places:

- B.C.O. Section 21-41:
<https://www.codepublishing.com/VT/Burlington/#!/Burlington21/Burlington2101.html#21-41>.
 - B.C.D.O. Article 3, Part 3:
<https://www.burlingtonvt.gov/DocumentCenter/View/2501/Applications-Permits-and-Project-Reviews-PDF?bidId=>, beginning at p. 3-23.
 - The City's Impact Fee Administrative Regulations: <https://www.burlingtonvt.gov/730/Impact-Fee-Administrative-Regulations>.
- Having the same set of rules in 3 places can create confusion & conflicting regulations.
 - Staff recommends updating the Administrative Regulations, to include the complete set of impact fee regulations and newly adopted fee amounts.
 - If DPI continues to administer the fee program, staff recommends repealing the Ordinance Code reference & amending the Comprehensive Development Ordinance (CDO) to reference the Administrative Regulations.



Proposed Ordinance Changes

Summary of Staff Recommendations for Implementation:

- Update the Administrative Regulations to include the complete set of impact fee regulations & the newly adopted fee amounts.
- Repeal the Ordinance Code reference and amend the Comprehensive Development Ordinance to reference the Administrative Regulations.
- Determine what role the Department of Permitting & Inspections will play in fee collection.
- May need to include impact fee legislation in either or both the Comprehensive Development Ordinance and Ordinance Code, with appropriate cross-references.
- Update regulations to clarify which inflation measure to apply.
- Review existing waivers and consider eliminating some.
- Consider fee credits for offsite construction other than streets/sidewalks and water infrastructure essential to the development of the project.
- Consider Inclusionary Zoning changes alongside proposed Impact Fee Changes.



Proposed Ordinance Changes

What Exemptions Should Apply?

- Current exemptions include:
 - Additions to an existing residential unit
 - Certain other additions & changes in use
 - School impact fees for senior housing projects
 - Affordable housing waivers for affordable units in excess of IZO requirements (ranging 25-100%, depending on levels of affordability)
 - Inclusionary Units
 - Community garden waiver
- Staff Recommendations: **maintain existing waivers except** –
 - Community Garden waiver: Eliminate as it has never been used and would be moot with adoption of new fee structure
 - Senior Housing Project waiver: Leave dormant in case future school fees are adopted

*** Projects that do not change the water or wastewater demand would be exempt from the Water Resources Impact Fee**



Proposed Ordinance Changes

Credits:

- City's regulations provide that offsite improvements (except for streets/sidewalks & stormwater, sewer, & water infrastructure essential to development of a project) cannot be required in a category for which fees are paid.
- Staff recommends instead that developers be given fee credits for other project exactions.



Proposed Ordinance Changes

Impact Fees & Inclusionary Zoning

- Impact Fees & Inclusionary Zoning requirements are two of the primary development costs required by the City.
- Most potential amendments to IZ standards would reduce IZ burden to developers:
 - Elimination of the highest IZ requirement tier (25%)
 - More easily utilize the off-site requirement
 - Allow payment-in-lieu in some cases where not allowed today
 - Allow flexibility in mix of for-sale and rental units in large projects
- The payment-in-lieu fee is low and proposed to increase substantially
- Moderate Impact Fee increases would be coupled with greater flexibility in Inclusionary Zoning standards & requirements.



Implementation Schedule

Date	Body
May 12 th	City Council – Introduce proposed amendments to BCO § 21-41
May 12 th – May 19 th	City Councilors prepare for a study session on May 19 th
May 13 th	Planning Commission Hearing to review CDO Amendment
May 19 th	City Council study session
June 2 nd	City Council: 2 nd reading of proposed BCO amendment; introduction of Administrative Regulations (to include adoption of new impact fees)
Later in June	City Council: Return for final adoption of Administrative Rules, if necessary, and for hearing and adoption of proposed CDO amendment
July 1 st	Effective Date of new fees



Questions?

Thank you!



Supplemental Information

Detailed Fee Comparison: Current vs Proposed

Impact Fee	School	Traffic	Parks & Rec.	General Facilities	General Fleet	Library	Police	Fire	Sewer	Water	Total	% Change from Current
Residential Fee Per Unit												
Updated Fee												
Single Family Detached	\$0.00	\$870.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,652.70	\$4,168.80	\$6,692.45	29.7%
Single Family Attached	\$0.00	\$472.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,652.70	\$4,168.80	\$6,294.04	107.0%
Multifamily	\$0.00	\$416.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,652.70	\$4,168.80	\$6,238.44	58.8%
Current Fee												
Single Family Detached	\$1,885.84	\$385.78	\$1,460.45	\$0.00	\$0.00	\$904.17	\$87.83	\$435.72	\$0.00	\$0.00	\$5,159.80	
Single Family Attached	\$1,111.24	\$227.32	\$860.58	\$0.00	\$0.00	\$532.79	\$51.76	\$256.75	\$0.00	\$0.00	\$3,040.45	
Multifamily	\$1,436.22	\$293.80	\$1,112.25	\$0.00	\$0.00	\$688.60	\$66.89	\$331.84	\$0.00	\$0.00	\$3,929.61	
Non-Residential Fee Per "Unit/1,000 sq. ft."												
Updated Fee												
Retail/Commercial	\$0.00	\$3,681.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$314.80	\$463.20	\$4,459.07	129.4%
Restaurant	\$0.00	\$4,695.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,399.71	\$9,106.71	\$27,202.15	N/A
Hotel	\$0.00	\$287.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,158.00	\$787.00	\$2,232.23	N/A
Office	\$0.00	\$1,334.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$172.64	\$254.03	\$1,760.89	-6.1%
Industrial	\$0.00	\$602.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$140.92	\$207.35	\$950.52	-32.3%
Warehouse	\$0.00	\$166.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$178.51	\$262.67	\$607.96	-56.7%
Institutional/Nursing Home	\$0.00	\$546.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040.59	\$1,531.13	\$3,118.38	66.2%
Current Fee per 1,000 Sq. Ft.												
Retail/Commercial	\$0.00	\$839.00	\$478.00	\$0.00	\$0.00	\$0.00	\$400.00	\$227.00	\$0.00	\$0.00	\$1,944.00	
Office	\$0.00	\$771.00	\$478.00	\$0.00	\$0.00	\$0.00	\$400.00	\$227.00	\$0.00	\$0.00	\$1,876.00	
Industrial	\$0.00	\$299.00	\$481.00	\$0.00	\$0.00	\$0.00	\$400.00	\$224.00	\$0.00	\$0.00	\$1,404.00	
Warehouse	\$0.00	\$299.00	\$481.00	\$0.00	\$0.00	\$0.00	\$400.00	\$224.00	\$0.00	\$0.00	\$1,404.00	
Institutional	\$0.00	\$771.00	\$478.00	\$0.00	\$0.00	\$0.00	\$400.00	\$227.00	\$0.00	\$0.00	\$1,876.00	



Supplemental Information: Capital Project Lists

PROJECT NAME	DESCRIPTION
Union Street	Increase capacity through upgrading bike lanes to be protected.
Battery Street	Increase capacity by shifting road space to accommodate higher capacity modes
North Street	Increase capacity by shifting road space to accommodate higher capacity modes
Pearl Street	Increase capacity by shifting road space to accommodate higher capacity modes
Main Street (East)	Increase capacity with a multimodal shared path
Colchester Ave	Increased capacity through improved transit infrastructure, multimodal shared use path, and improved signalization

Transportation/Multimodal Impact Fee:

Constructing Capacity by 2035 that will serve growth beyond that timeframe.

Impact Fees are assessed **only** the share of capacity consumed during the next 10 years.

\$34 million of project costs. City aims to pay for 80% of project cost via Federal support – Reducing costs to \$6.8 million eligible for impact fee



Supplemental Information: Capital Project Lists

Water & Sewer:

- Buy-In Impact Fee Revenue will be spent on any replacement/renewal projects within the wastewater and water systems, including but limited to:
 - Replacement/relining of water mains or sewer pipes
 - Replacement of water treatment/supply and wastewater



Supplemental Information: Capital Project Lists

General Facilities:

- \$9.1M in eligible costs
- Significant other funding needed to bridge gap
- Some renovation projects that will have marginal capacity increases

Project	Estimated Cost	Useful Life ¹	% Allocated to Growth	Impact Fee Eligible Cost	Status
Library					
North Branch Expansion	\$360,000	---	100%	\$360,000	Unfunded long-term
Fletcher Library Renovation	\$25,000,000	30 years	18.9%	\$4,727,873	Unfunded long-term
2 Library Material Hold Lockers	\$21,000	10 Years	8.2%	\$1,717	Unfunded long-term
Police					
Office Renovation for CSOs and CSLs	\$1,200,000	---	100%	\$1,200,000	Current Need
Fire					
Fire Station Consolidation	\$15,000,000	30 years	18.9%	\$2,836,724	Unfunded long-term
Total	\$41,581,000			\$9,126,314	

¹Useful life before replacement or significant capital re-investment is needed.

Source: City of Burlington; Economic & Planning Systems



Supplemental Information: Capital Project Lists

General Fleet:

- 1 net addition to Fleet identified
- Fleet replacement is not eligible

Project	Estimated Cost	% Allocated to Growth	Impact Fee Eligible Cost	Status
EMS Director Truck or new battalion car	\$70,000	100%	\$70,000	In Current Funding Request
Total	\$70,000		\$70,000	

Source: City of Burlington; Economic & Planning Systems



Supplemental Information: Capital Project Lists

Project	Estimated Cost	% Allocated to Growth	Impact Fee Eligible Cost	Status
Calahan Park				
Community Garden Expansion	\$116,000	100.0%	\$116,000	Unfunded long-term
Multi-Use Building + Covered Outdoor Space	\$625,000	100.0%	\$625,000	Unfunded long-term
Primary and Secondary Paths	\$1,000,000	100.0%	\$1,000,000	Unfunded long-term
Multi-Use Pavilion / Ice Rink	\$900,000	100.0%	\$900,000	Unfunded long-term
Subtotal	\$2,641,000		\$2,641,000	
Total	\$2,641,000		\$2,641,000	

Source: City of Burlington; Economic & Planning Systems

Parks & Recreation:

- Screened out: Marina, waterfront, & pier maintenance/replacement projects (\$2.5M)
- Calahan Park
 - In an area planned for new development
 - Heavily used



OFFICE OF THE CLERK TREASURER

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MEMORANDUM

TO: Board of Finance & City Council

FROM: Ashley Parker, Charles Dillard, & Erik Ramakrishnan

DATE: June 2, 2025

RE: Impact Fee Update

Requested Action (Board of Finance): Either 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, or provide staff direction so that staff can return for final approval on June 23, 2025.

Requested Actions (City Council):

1. Waive and approve the second reading of the proposed amendment to B.C.O. 21-41.
2. Depending, in part, upon Board of Finance action, either approve the resolution adopting the proposed Administrative Regulations, including the proposed transportation and water/wastewater impact fees, or provide staff direction so that staff can return for final approval on June 23, 2025.

Context

Impact fees are fees charged on new development to help defray the cost to the City of providing infrastructure necessary to accommodate population growth. As indicated below, the City has not analyzed its impact fees in three decades. Separate but related to this update, staff requests that the City Council update the rules governing the City's impact fee program.

Authority for impact fees in Vermont is found at 24 V.S.A., Chapter 131, which largely codifies limitations on impact fees guaranteed by the federal constitution. Chapter 131 is implemented in the City of Burlington through three separate, duplicative sources of law. First, Section 21-41 of the Burlington Code of Ordinances (BCO) authorizes the City Council to adopt fees and to establish administrative rules for the City's impact fee program by resolution. Pursuant to this authority, the City has adopted Impact Fee Administrative Regulations, most recently updated as of Fiscal Year 2023. Because the BCO describes the impact fee program in significant detail, these Administrative Regulations largely restate rules already provided by ordinance.

In addition to BCO § 21-41 and the Administrative Rules, to provide notice of the impact fee program to developers, Article 3, Part 3 of the City's Comprehensive Development Ordinance (CDO) also refers to impact fees. Like the Administrative Regulations, the CDO largely restates rules already set forth in the BCO. However, the CDO includes some minor differences, such as by establishing a "community garden" impact fee waiver program that has never been used by developers.

Having the same rules spelled out in three places creates opportunities for discrepancies and is also an obstacle to updating impact fees more regularly. Thus, in tandem with the proposed impact fee update, staff asks the City Council to update the rules governing impact fees. The goal is for BCO § 21-41 to be scaled back to serve as true enabling legislation, and for CDO Article 3, Part 3 to be scaled back simply to provide notice to developers that the City has an impact fee program. Meanwhile, the details of the impact fee program would be spelled out in the Administrative Regulations only, which can be amended by City Council resolution.

Background

On May 12, 2025, the City Council waived and approved the first reading of a proposed amendment to BCO § 21-41. This was referred to the Ordinance Committee, which considered the ordinance on May 14, 2025. The Ordinance Committee proposed three changes to the proposed ordinance, which staff also recommends. The first change was to update a reference to the Zoning Board of Adjustment to the Design Review Board. The second was to delete information about refunds and accounting procedures duplicative of the Administrative Regulations staff recommends, since the goal of the ordinance is serve merely as enabling legislation. The third is to clarify penalty provisions. Tonight, the City Council is asked to waive and approve the second reading of the ordinance, which will then be published and take effect in the new fiscal year.

The Comprehensive Development Ordinance (CDO) currently includes standards for impact fees, some of which are duplicative of rules established in the BCO and the Administrative Regulations. As mentioned above, locating the same standards in multiple regulatory documents is undesirable. As such, on May 13, 2025, the Planning Commission referred to the City Council an amendment to the CDO that removes the entirety of the zoning ordinance's content related to impact fees, save for a revised reference to the Administrative Regulations and the BCO. Notably, the Planning Commission revised the reference language for clarity only, a change that is not materially important to the proposed regime of impact fee administration. At its May 14, 2025 meeting, the Ordinance Committee considered the CDO amendment and recommended in favor of it and of City Council not referring the amendment back to the committee following the adoption of the first reading. On May 19, 2025, the City Council waived and approved the first reading and suspended the rules to set the ordinance for hearing without sending it back to the Ordinance Committee. Staff will notice the hearing for June 23, 2025. No action is required at this time with respect to the CDO amendment.

Finally, staff is presenting the proposed updated Administrative Regulations. If both the Board of Finance and City Council are comfortable adopting the Administrative Regulations as presented, the Board of Finance may sponsor a resolution adopting the fees and the City Council may adopt it. Otherwise, staff will incorporate any direction provided and bring the resolution back on June 23, 2025. The Administrative Regulations are substantially similar to the current regulations except to:

1. Adopt the currently proposed impact fees, subject to automatic inflators described in the proposed rules;
2. Address procedures for water and wastewater fees, since those will be collected directly by

the Water Resources Division and will have different triggers than other fee types; and

3. Change how developers are credited for providing offsite facilities as project mitigation. Currently, the City cannot both charge fees in a fee category and require offsite mitigation in the same category. The proposal is instead to treat offsite mitigation as a fee credit, consistent with state law. The change will have no practical effect except in cases where the cost of offsite mitigation is less than the amount of fees owed.

Informational re Proposed Impact Fee Update

In 2022, City staff began two important studies to review and update the existing impact fees and their structures. The current fees had not been reviewed since 1992, despite the fact that it is customary for impact fees to be reviewed every 5 years. The studies reviewed City growth projections and development trends, anticipated capital needs, the relationship of those capital improvements to growth, and provided guidance to the City on the “maximum defensible fee” amount that could be charged. In addition to these two studies, the Water Resources Division of DPW initiated its own study to evaluate the potential for a Water and Wastewater System Development Charge, as the City does not currently collect fees related to these services.

Non-Transportation Impact Fee Study

A first study as part of the current fee update was led by Economic & Planning Systems (EPS), and they were charged with reviewing all existing impact fees, minus the Traffic fee. This included an in-depth review of the Library, Parks, Fire, Police, and School fees as they were established in 1992. While these fees have been adjusted annually since adoption based on changes in the Consumer Price Index (CPI), they were not updated to reflect current asset inventories, replacement costs, or inflation.

As City staff worked with EPS to further evaluate fee scenarios, it became clear that while the City’s capital project list is expansive, many of the projects captured are more focused on deferred maintenance of existing assets versus capital expansion of assets. This translates into a small selection of capital projects being eligible for use of impact fees annually, which then raises questions around whether the City would be able to spend collected fees within the 6-year statutory time period. This is because impact fees must be used for capital projects that accommodate population growth. They are not intended to meet existing operational needs.

As a result, staff recommends that fees for Library, Parks, Fire, Police, and Schools no longer be collected. The City should reevaluate their collection over the next five years to determine if the City’s capital needs and the nexus to development have changed. Importantly, however, those services may still be benefited by the proposed fee update in that, if the City can generate adequate income through impact fees for other types of capital projects that can be constructed in the statutory 6-year time period, then capital debt that would otherwise be required to fund those projects can be used for other purposes, including to meet library, park, and public safety needs.

This is an important concept to emphasize: if the City collects impact fees but does not have adequate funds to fully fund the capital projects for which the fees are intended, then the City cannot spend the fees it collects and may even be required to refund those fees. As such, it is better to earmark fees to targeted projects that will materialize within the 6-year statutory time period. Targeting impact fees in this way is in the best interest of the overall financial health of the City,

which will benefit all of the City's programs and services.

Transportation Impact Fee Study

Unlike for Library, Parks, Fire, Police, and Schools, the City has transportation projects in the pipeline ideally suited to be funded through impact fees. To analyze this potential, the City received funding support from the Chittenden County Regional Planning Commission to work with RSG on evaluating the City's existing Traffic Impact Fee and look at options for transforming that fee into a Transportation (Multi-modal) Impact Fee. When initially established, the Traffic Impact Fee was restricted to mitigating intersection impacts, including signalization and lane configurations. Given the City's policies around multi-modal transportation planning and infrastructure priorities, the City wanted to explore a more holistic Transportation Impact Fee that could support bike and pedestrian capital infrastructure, as well as transit infrastructure if feasible.

The study analyzed local traffic generated by anticipated future development, using the PM Peak Hour Trip End (4-7 pm) as the basic unit of analysis. If adopted, impact fees recommended as a result of the RSG study would not be assessed on trips occurring outside of the PM peak design hour, encouraging the development of land uses that propose to make more efficient use of existing transportation infrastructure. Fees would be assessed on vehicle trips, which encourages a greater variety of land uses with greater intensity and connectivity in urban centers to facilitate walking and biking.

The City has a well-developed list of transportation/multi-modal capital projects for the next 5-10 years, of which a third of the new capacity created has a strong nexus to development. Through this study, six projects were identified as priority projects eligible for impact fee funding. These projects were adjusted to remove segments that replaced or removed capacity (as only new capacity is eligible); and also reduced the cost share by accounting for future grant awards that would likely cover 80% of the total project cost. The project list evaluated by this nexus study can be updated and reevaluated over the next five years.

City staff recommend that the City Council adopt the Transportation Impact Fee Nexus Study and implement the fees as described, utilizing a base impact fee per PM peak hour vehicle trip of \$1,203. This new fee would replace the old Traffic Impact Fee.

Water & Wastewater System Development Charge

Concurrent to the Impact Fee studies noted above, the Water Resources Division of DPW evaluated a potential water and wastewater System Development Charge. This is very similar to impact fees assessed in other capital areas, with a different name and a different, legal, methodology for determining a defensible fee based on the dynamics of the water resources assets and needs. This approach is sometimes called a "buy-in" strategy.

A "buy-in" strategy satisfies federal and state limitations on impact fee assessments that is ideally suited for calculating water and wastewater fees. Essentially, in planning for future growth, the City's water and wastewater systems have existing capacity to accommodate some amount of development. Under a buy-in strategy, developers pay their fair share of the past costs to the City of providing that excess capacity. This provides revenue to defray future capital replacement and other costs to take the burden off of ratepayers who have already paid to construct the existing

excess capacity.

To calculate the fair share that new development should pay by way of a System Development Charge, the report analyzed the current system capacity available to provide service to both existing and future customers, and was calculated based on the current value of the water and wastewater systems' assets. This calculation also backs out the portion of outstanding debt principal that is still being paid for these assets via the retail rates and charges that customers pay to ensure that new impact fees will not be duplicative of that payment.

The report recommends a fee based on gallons per day for water usage and wastewater discharge. Total fees will vary by specific development types based on their unique design flows, i.e., the actual anticipated usage and discharge resulting from a project, which is required to be reviewed during permitting for both state and local processes. City staff recommend that the City Council adopt the new Water and Wastewater System Development Charge Study and implement the fees as described.

Proposed Motions

Board of Finance: 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.

City Council:

1. To waive and approve the second reading of the proposed ordinance amending Burlington Code of Ordinances § 21-41.
2. To approve the resolution adopting the proposed Administrative Regulations, including the proposed transportation and water/wastewater impact fees.

In lieu of the third motion, the City Council may adopt an alternative motion, to depend in part on the Board of Finance's actions.

CITY OF BURLINGTON

TRANSPORTATION IMPACT FEE STUDY

May 28, 2025



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Prepared for:



The City of Burlington, Vermont

The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, under the State Planning and Research Program, Section 505 [or Metropolitan Planning Program, Section 104(f)] of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.



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LIST OF ABBREVIATIONS

ACS	American Community Survey
AMI	Area median income
CCRPC	Chittenden County Regional Planning Commission
ITE	Institute of Transportation Engineers
LEHD	Longitudinal Employer-Household Dynamics
NHTS	National Household Travel Survey
TAZ	Traffic analysis zone
TDM	Transportation demand management

1.0 INTRODUCTION

This impact fee study report proposes how land use development in the form of additional transportation capacity in the city of Burlington can accommodate new users and the demand they generate on existing infrastructure. Impact fees are a type of land use regulation that local governments use to generate revenue to construct additional mobility capacity to address and mitigate this demand. The City of Burlington retained RSG to develop this needs study to identify a fair and equitable impact fee structure for its transportation investments.

Vermont statute authorizes municipalities to levy impact fees on new development. The purpose of these fees is to allocate the cost of new capital facilities to the development that will benefit from those facilities.¹ This can include fees to offset the costs of facilities built in the past with excess capacity for anticipated future development; it can also include facilities planned to be built to accommodate future development. The statute states that the costs of such infrastructure should only include the portion associated with new capacity to accommodate the future development's demand.

The methodology for the transportation impact fee follows a “needs-based” (also known as a “plan-based”) approach. It does this by identifying the future transportation capacity necessary to mitigate the impacts of additional users generated by future land use development on the existing standards of service that users experience. Figure 1 outlines the impact fee development process.

FIGURE 1: IMPACT FEE PROCESS



Source: RSG

¹ 24 V.S.A. § 5200



This impact fee study report outlines the future growth anticipated in the city of Burlington. It then documents the basis for implementing a transportation impact fee, the purpose of which is to pay for additional capacity associated with the increased demand for transportation mobility while conforming to statutory requirements.

1.1 LEGAL BACKGROUND

The American Planning Association, which is a national organization dedicated to supporting local communities and planning processes, has developed standards for impact fees. These standards are as follows:²

- *The imposition of a fee must be rationally linked (the "rational nexus") to an impact created by a particular development and the demonstrated need for related capital improvements pursuant to a capital improvement plan and program.*
- *Some benefit must accrue to the development as a result of the payment of a fee.*
- *The amount of the fee must be a proportionate fair share of the costs of the improvements made necessary by the development and must not exceed the cost of the improvements.*
- *A fee cannot be imposed to address existing deficiencies except where they are exacerbated by new development.*
- *Funds received under such a program must be segregated from the general fund and used solely for the purposes for which the fee is established.*
- *The fees collected must be encumbered or expended within a reasonable timeframe to ensure that needed improvements are implemented. Six years in Vermont.*
- *The fee assessed cannot exceed the cost of the improvements, and credits must be given for outside funding sources (such as federal and state grants, developer initiated improvements for impacts related to new development, etc.) and local tax payments which fund capital improvements, for example.*
- *The fee cannot be used to cover normal (day to day) operation and maintenance or personnel costs, but must be used for capital improvements, or under some linkage programs, affordable housing, job training, child care, transit operations, etc. This expectation has to define costs attributed to mitigating the impacts associated with additional land use development.*

Typical management activities:

- *The fee established for specific capital improvements should be reviewed at least every two years to determine whether an adjustment is required, and similarly the capital improvement plan and budget should be reviewed at least every 5 to 8 years.*
- *Provisions must be included in the ordinance to permit refunds for projects that are not constructed, since no benefit will have manifested.*

² American Planning Association. "APA Policy Guide on Impact Fees." Available at: <https://www.planning.org/policy/guides/adopted/impactfees.htm>.



- *Impact fee payments are typically required to be made as a condition of approval of the development, either at the time the building or occupancy permit is issued.*

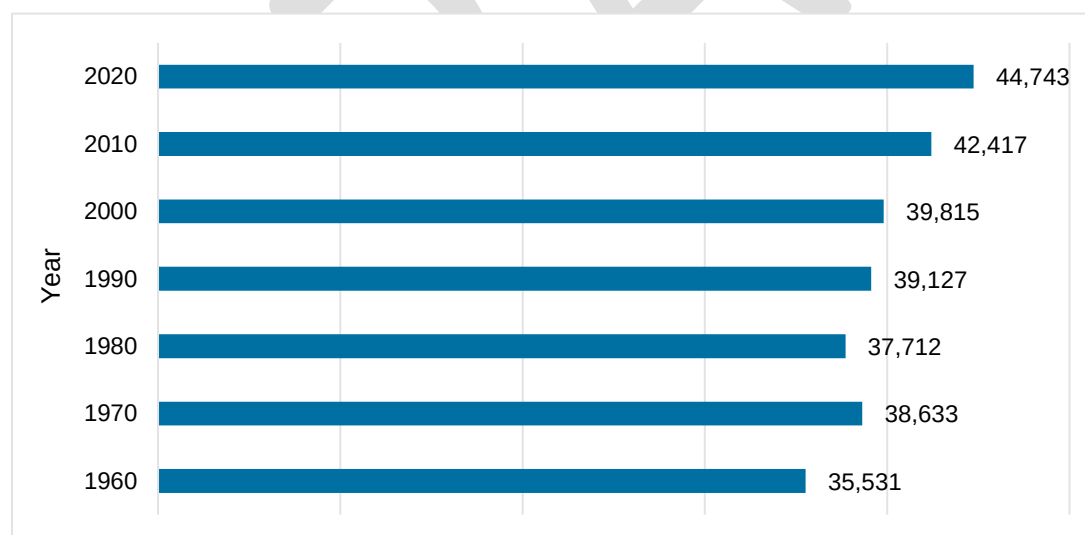
Vermont's impact fee statute does not preclude using funds for administrative duties associated with the management of the impact fee program. Nationally, it is common practice to collect and expend impact fees to cover time and expenses associated with the creation, management, and other administration of the impact fee program. These funds often cover the salary portion of the impact fee administrator, staff time in the preparation and review of impact fee studies, consultant or staff time preparing impact fee needs reports, and ordinance support.

2.0 TRANSPORTATION PLANNING CONTEXT

2.1 OVERVIEW – COMP PLAN AND OTHER PIECES

The city of Burlington is the cultural, recreation, and employment hub of Chittenden County. As the original shipping and rail hub, the city has had a tremendous influence on the trajectory of the other communities in Chittenden County. Burlington is large by Vermont standards, having some of the largest employers in the state, dense downtown, transit service, and other urban amenities. The city of Burlington is the most populous municipality in Chittenden County, with an estimated population of 44,646 as of 2022 people living within the 10.5 square miles. Burlington is approximately 27% of Chittenden County's population (168,320 in 2020).

FIGURE 2: CITY OF BURLINGTON RESIDENT POPULATION



The Comprehensive Plan specifies how Burlington is a connected city. This includes:

- People and place
- Economy and the natural environment



- Land use and development carefully coordinated with public services and natural environment considerations
- Robust transportation choices
- Recreation, services, and amenities close to where people live
- Internet and telecommunications
- Economic, social, and physical connections to our larger geographic region and beyond
- Connectivity to the world due quality telecom services, ease of travel, and professional and family connections of residents
- Opportunities for diverse cultures and backgrounds to connect
- Cohesion in decision-making and public administration
- Considering the long-term and wide-ranging impacts of decision-making

The city has used the Comprehensive Plan to inform a whole range of planning, land use, and development activities. It provides direction for maintaining and updating the city's zoning ordinance, has inspired underutilized properties to be revitalized, has led to the identification of priority lands for conservation, recommended the creation of new programs and funding mechanisms to address priority issues, and has even directed the creation of other plans and studies to investigate issues and areas of the city more thoroughly. Specifically, as it pertains to this study, the Comprehensive Plan acknowledges the role and value of impact fees as a land use regulation to offset and pay for additional capacity to meet the needs of new residents.

The Comprehensive Plan³ summaries key transportation issues:

- The regional ECOS Plan identifies much of Burlington in a 'Metropolitan Planning Area,' and downtown Burlington as a 'Center Planning Area.' These designations are intended to promote these areas for the most intensive development within our region.
- As a major hub of jobs, services, and amenities in Chittenden County it will be important for Burlington to work with other municipalities and transportation service agencies in the region to implement transportation system improvements and locate new development in dense growth centers that will make these options more viable, reduce traffic congestion, and better manage available parking resources. It is imperative that these improvements are implemented in a way that balances the needs of our changing climate, demographics, and economic vitality.
- New mobility services, including e-bikes, e-scooters, eventually automated vehicles along with improved transit and train will improve accessibility throughout the city. These services have the potential to significantly reduce single occupant vehicle ownership and usage, traffic congestion, and the demand for parking. But they will bring about new challenges for and demands on our public rights-of-way and transportation

³ City of Burlington 2019 planBTV Comprehensive Plan.
https://www.burlingtonvt.gov/sites/default/files/u1476/planBTV_PDFs/planBTV_2019_full_adopted_03252019.pdf



infrastructure. It will be important to monitor these systems' impact on overall vehicle miles driven, greenhouse gas emissions, and traffic congestion.

- Coordinate land use, development, and innovative transportation solutions that strengthen multi-modal corridors which reduce traffic congestion and reliance on single-occupant vehicles, and provide access to a wide range of transportation services and options. This Action 17 includes several sub-actions outlined in the comprehensive plan.

The Plan sets out a vision for the future. Impact fees can supplement additional city funds to turn this vision into a reality. Impact fees are an important tool that the city can leverage by assessing fees on new land use development that would generate additional demands on the transportation system placing a burden on the existing facilities and would benefit from additional transportation capacity.

2.2 IMPACT FEE BASIS

It is expected that future land development generates additional users which increases the demand for travel that begins and/or ends within the city. Outside of the city, growth in population throughout the county and state generates additional demand for travel, although those trips begin and end outside of the city; and therefore, not directly associated with future development in Burlington. These trips are considered “through trips”, although because of the design of the city streets and the shape of the city boundaries along with the land use pattern, there are few “through trips” in Burlington.

The transportation analysis in this impact fee study focuses on local traffic generated by anticipated future development. The basic unit of analysis is the Peak Hour Trip End, which is either the origin or the destination of a trip. Any given trip has two trip ends—an origin and a destination. Any trip that either begins or ends within the city is considered to be a local trip.

The PM peak hour is the “analysis hour” in which the fee is assessed on. The PM peak hour is the typical design hour⁴ in the city of Burlington. It is noted that specific developments may generate a significant number of trips outside the design hour. Some uses (a religious institution, for example) may have different peak hours (and days) of traffic generation. Cumulatively however, the highest traffic volume at most locations in Burlington is during the PM peak design hour (the highest hour between 4-7pm).

Traffic impact fees are not assessed on trips that occur outside of the PM peak design hour. Limiting the period of assessment to the PM peak hour creates a consistent hour of analysis commonly used by traffic impact studies and practitioners. By assessing a fee during a particular hour of analysis the fee also acts as a transportation demand management (TDM) technique. This can encourage the development of land uses that generate travel demand outside of the peak hours to make more efficient use of the existing transportation infrastructure

⁴ Design Hour in Vermont is defined as the 30th highest hour of volume during the year.



by using available capacity at other times of the day. This same principle goes for shifting modes. As congestion may increase for one mode of travel, some users will shift modes to utilize available capacity, reduce travel times and increase accessibility.

The impact fee is assessed on vehicle trips. Vehicle trips are typically the least efficient travel mode, both in terms of space per passenger it requires, the externalities from noise, air pollution, and congestion. The fee, which mitigates demand for travel by adding multimodal capacity acts as an incentive to invite land uses that maximize nonvehicular trips and encourages any land development to reduce the number of vehicular trips. An impact fee on vehicle trips encourages a greater variety of land uses to maximize internal capture, use of TDM incentives, support transit services, as well as encourage land use patterns with greater intensity and connectivity in the urban centers to facilitate walking and biking.

2.3 HOUSEHOLD GROWTH IN BURLINGTON

The US Census American Community Survey (ACS) estimates that as of 2022, there were 18,200 housing units in the city. This is an increase of over 1,800 housing units since the 2000 Census and over 1,300 more than the 2010 Census. The majority of the housing units are renter occupied (60%) with an average of 2.04 persons per household. The remaining 40% of households are owner occupied with 2.26 persons per household⁵. The citywide average is 2.45 persons per household (44,646 persons in 18,203 housing units). The discrepancy is due to the 5-year estimates from the ACS and the sampling between the unit types.

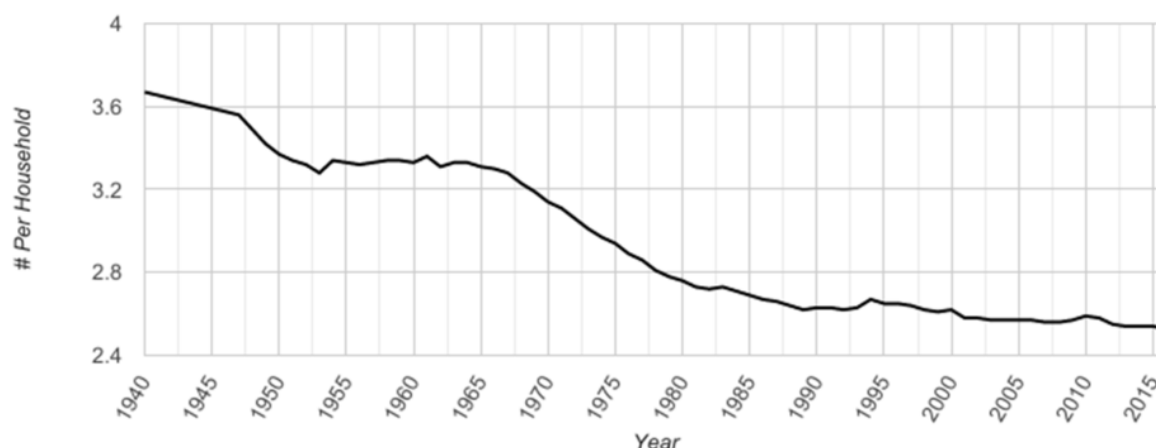
There have been attempts nationally to reduce the effect that transportation impact fees may have on housing costs, and especially, “affordable housing.” Changing the assessment on the square footage of the home or on the number of bedrooms provides a stronger relationship to the number of occupants and the quantity of travel consumed. The City has had a fee based on the square footage for some time, however, there isn’t sufficient data on the trips generated by square footage to retain that methodology. The city is able to respond to any local traffic generation estimates that might demonstrate affordable housing may have fewer (or greater) vehicle trips than traditional market rate units. Alternatively, Vermont statute provides wide latitude for the city to waive impact fees from affordable housing and other land uses that may further specific policy objectives.

The Burlington household sizes are consistent with national trends. Nationally, over the past half century the average size (number of persons) of the household has dropped from 3.67 persons per household in 1940 to 2.53 in 2016 as shown in Figure 3.

⁵ 2022 American Community Survey 5-year estimates (DP04)



FIGURE 3: NATIONAL AVERAGE HOUSEHOLD SIZE (1940–2016)



source: U.S. Census Data

The number of occupants per household influences the number of housing units necessary to house the population and may also influence the degree to which any household may impact the needs for goods and services. Specifically, as it pertains to transportation, if there are fewer occupants, there may be a reduction in the degree of transportation capacity a household requires. The occupancy and size of a housing unit will be valuable to consider in the future, however, it is intended that any estimate of the transportation and traffic demand will be produced by using nationally available trip generation data like that provided by the Institute of Transportation Engineers (ITE).

2.4 EMPLOYMENT TRENDS IN BURLINGTON

Burlington is a major employment hub within Chittenden County. The Census Longitudinal Employer-Household Dynamics (LEHD) data estimates 32,592 jobs⁶ are in Burlington with 24,927 (76.5%) of those being filled by those living outside of Burlington. Additionally, 9,740 residents of Burlington are employed outside of the city. The data is summarized in Table 1.

TABLE 1: LEHD JOB INFLOW / OUTFLOW (2021)

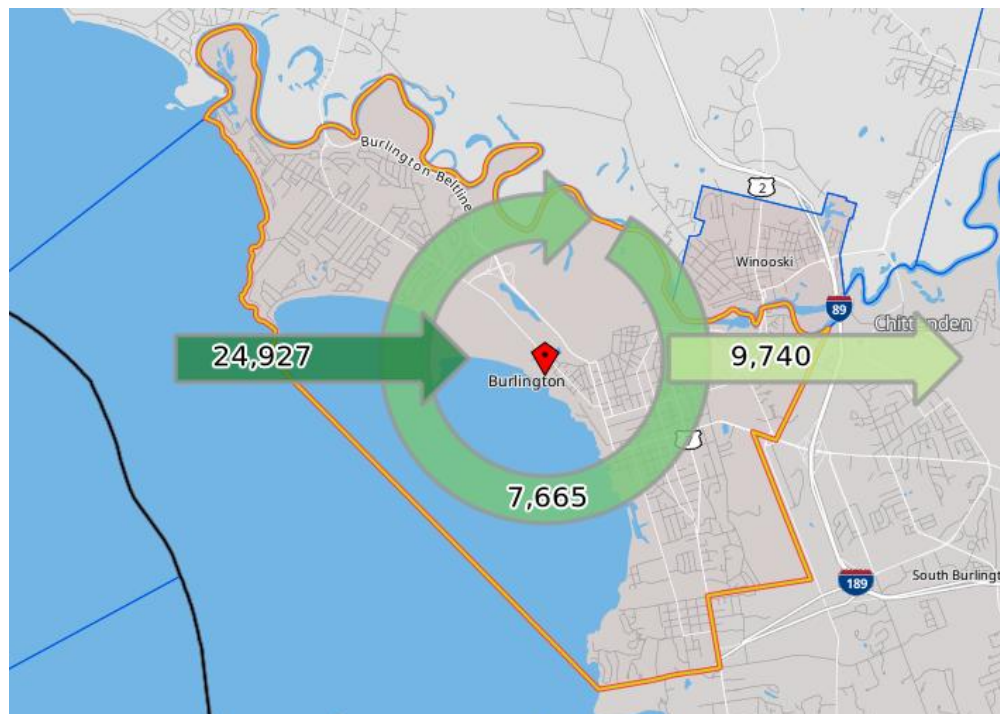
INFLOW/OUTFLOW JOB COUNTS (ALL JOBS)		
2021		
	Count	Share
Employed in the Selection Area	32,592	100.00%
Employed in the Selection Area but Living Outside	24,927	76.50%
Employed and Living in the Selection Area	7,665	23.50%
Living in the Selection Area	17,405	100.00%
Living in the Selection Area but Employed Outside	9,740	56.00%
Living and Employed in the Selection Area	7,665	44.00%

Source: OnTheMap Census (2021 LEHD)

⁶ The American Community Survey estimates jobs and employment differently than the dataset which was used by the CCRPC. There are some individuals with multiple jobs, 'gig' workers, and sole proprietorships which are not fully accounted for in the ACS data.



FIGURE 4: COMMUTE FLOWS (2021)



Source: OnTheMap Census

Table 2 shows the proportion of industries that are present in Burlington and the proportion of workers per industry. Note these are total jobs filled by either residents or non-residents.

TABLE 2: DISTRIBUTION OF EMPLOYMENT SECTORS IN BURLINGTON (2022)

INDUSTRY NAICS DESCRIPTION	% OF WORKERS IN BURLINGTON
Agriculture, forestry, fishing and hunting, and mining	0.3%
Construction	2.6%
Manufacturing	4.2%
Wholesale trade	1.1%
Retail trade	7.8%
Transportation and warehousing, and utilities	2.1%
Information	2.0%
Finance and insurance, and real estate and rental and leasing	6.4%
Professional, scientific, and management, and administrative and waste management services	11.1%
Educational services, and health care and social assistance	43.4%
Arts, entertainment, and recreation, and accommodation and food services	10.1%
Other services (except public administration)	3.5%
Public administration	5.2%
Armed forces	0.3%

Data source: ACS 2022 B08526 (5-year)



Table 3 shows the occupation of workers in Burlington. Note these are total jobs filled by either residents or non-residents.

TABLE 3: WORKERS IN BURLINGTON - OCCUPATIONS

CENSUS OCCUPATION	% OF WORKERS IN BURLINGTON
Management, business, science, and arts occupations	60.5%
Service occupations	16.4%
Sales and office occupations	14.5%
Natural resources, construction, and maintenance occupations	3.9%
Production, transportation, and material moving occupations	4.6%
Military specific occupations	0.1%

Data source: ACS 2022 B08524 (5-year)

2.5 FORECAST GROWTH

Several methods exist for developing impact fee studies. The Plan Based method is used in this update for the city of Burlington transportation impact fees. Plan based impact fee studies use an agreed vision of the future to identify the necessary capital investments to meet the future needs of residents and visitors. That agreed vision of the future starts with the development of a land use forecast for the number of new residents and jobs within the impact fee study area.

The city of Burlington and the regional metropolitan planning organization, Chittenden County Regional Planning Commission (CCRPC), have a high degree of influence in the nature of land use development in the study area. The specificity of zoning regulations along with a robust planning environment enables a confident projection of future land use conditions. The CCRPC conducts long-range planning for the communities within Chittenden County, including Burlington. Previous long-range plans have developed forecasts out to the year 2050 for each of the traffic analysis zones (TAZs) used in the regional travel demand model.

The land use forecast for the city's impact fee update starts by collecting previous long-range plans and builds upon those with more recent information.

The 2050 Metropolitan Transportation Plan (MTP) is the long-range plan developed by the CCRPC. The MTP published in 2018 included a significant effort to update previous demographic forecasts. The most recent MTP adopted in 2023 retains the land use forecasts completed in 2018.

In 2020, the Railyard Enterprise Project Environmental Assessment (EA) was started. Land use forecasts out to the year 2050 were revisited during the early phases of the study.

Conversations between the consultant team and the city of Burlington planning department indicated that the CCRPC land use forecast for several of the TAZ's in the city of Burlington require revision to reflect changes in expected land development pattern in the city. The Railyard Enterprise Project EA used this project specific version of the land use forecasts in the development of the traffic flow forecasts used in the project impact evaluation. The majority of changes in land use reflect changes in zoning in the south end of the city as well as increased density in a handful of TAZs.



The land use forecasts from the Railyard Enterprise Project provided the base from which further revisions are made in this impact fee study to reflect anticipated land use changes in the city. The Planning Department provided RSG a summary of land use changes across several TAZs. The final land use forecast used in the development of the impact fees is shown in Table 4.

TABLE 4: IMPACT FEE LAND USE FORECASTS

	2020	2030	2050
Group Quarters	5,952	6,226	6,775
Households (exc. Group Quarters)	18,288	20,584	23,378
Total Households (inc. Group Quarters)	24,240	26,810	30,153
Total Jobs	41,445	44,887	52,176

It is noted that the number of total jobs here are different than the LEHD data or Census data. Each source includes different populations and sampling methods in the data. The travel model was calibrated using a combination of data producing a custom dataset on jobs and employment within the county that better reflects part-time employment, persons with more than one job, and self-employed persons who may not file payroll data.

2.6 CHITTENDEN COUNTY TRANSPORTATION MODEL

In 2015 the CCRPC initiated a significant update to the regional travel demand model that included population and employment projections for each municipality for five year increments out to 2050. The CCRPC forecasts were used to generate estimates of new traffic generation, vehicle miles traveled, and percentage of growth in traffic that is associated with changes in land use in Burlington as opposed to traffic growth simply passing through. The land use changes forecast in the model were agreed to by the city for use in this impact fee assessment. If at any point the land use development trajectory changes from that modeled, this impact fee study should be revisited.

The model is a traditional four-step trip based travel demand model. The four steps are iterated to achieve an optimized routing pattern with stable travel times. The steps are defined as follows:

- Trip Generation – estimates the number of person trips produced and attracted to each traffic analysis zone (TAZ). The land use inputs were established with each community by allocated future households and employees manually to the TAZs.
- Trip Distribution – connects person trips between TAZs.
- Mode Choice – splits person trips into single occupant vehicles, shared vehicle trips, transit trips, or walk/bike trips.
- Assignment – Selects the shortest route for each vehicle and transit trip traveling from one TAZ to another based on distance and travel time.

This study incorporated the anticipated land use changes to occur in Burlington by 2035. The land use changes included household growth and increases in specific sectors of the economy.



In total, an estimated 2,300 new households would be constructed, and 3,450 new jobs would be based in Burlington by 2035. Table 5 summarizes the land use changes forecast by 2035.

TABLE 5: LAND USE CHANGES ANTICIPATED IN BURLINGTON BY 2035

2025–2035 LAND USE CHANGES		
Residential Growth		Housing Units
	New households	2,300
Employment Growth		Employees
	Accommodations	170
	University & College	30
	Commercial	1,010
	Industrial	590
	Institutional	390
	Educational	120
	Retail	1,140
Total Employment Growth		3,450

Source: CCRPC Land Use analysis by RSG⁷

2.7 TRIP GENERATION FORECASTS

The land use changes associated with the new housing units and commercial space were evaluated in the travel model in addition to all the other growth and changes in land uses within the county by 2035. The regional travel model accounts for growth in other communities within Chittenden County as well as estimated growth for trips that originate outside the county and for trips that may only pass through the county. The regional model produced estimates of the number of new travel demand associated with the land use changes summarized in Table 5.

Impact fees are assessed on the number of vehicle trips generated by a project often using the Institute of Transportation Engineers (ITE) Trip Generation manual. The number of vehicle trips expected to be generated by the land development is a function of several assumptions and trip generation adjustments such as the density of the project, site location (e.g., urban, suburban), proximity to transit, and mix of nearby uses. The travel model, using different approaches, also attempts to account for all these factors. Specifically, the factors: TDM and non-auto travel, internal capture (mix of complementary land uses within a travel analysis zone), and pass-by (trips that detour to a location en route to their primary destination). While the ITE Trip Generation manual 11th edition is starting to consider land use type in the vehicle trip generation rates, it is expected to be a vehicle-centric estimate of demand.

⁷ The land use iteration used in the impact fee study reflect the changes in the land use that occurred during the I-89 Corridor Study and the Railyard Enterprise Scoping Study and subsequent NEPA Environmental Analysis.



Using both a 'bottom up' approach of estimating the trip generation based on ITE trip rates and a 'top down' approach using direct output from the travel model results in an estimate of 2,360 new vehicle trips generated by the forecast changes in land development. Appendix C has additional information on the trip generation estimate approaches.

2.8 EXISTING CAPACITY

Impact fees are based on the presumption and expectation that new users to the area will negatively affect the experience that existing users have. The concept is that existing users have a certain capacity or amount of supply available to them to use, which they have paid for through user fees, impact fees, or tax dollars. If new users are added to the system without adding additional capacity, then there is a reduction in the standard of service for those existing users.

Table 6 shows the derivation of the current transportation capacity (i.e., supply of infrastructure) per user. The hourly person miles of capacity for each facility type is from Appendix A.

TABLE 6: EXISTING CAPACITY PER FACILITY TYPE PER USER

Facility Type	Existing Miles [A]	Hourly Person Miles of Capacity (at LOS E) [B]	Users in Burlington [C]	Ratio Person Miles of Capacity to Users [D]
Standard bike lanes	25.1	13,952	65,466	0.213
Protected bike lanes	0.3	981	65,466	0.015
Road lanes	399.9	863,884	65,466	13.196
Shared use paths	6.5	5,788	65,466	0.088
Sidewalk - Less than 5 ft	81.5	17,837	65,466	0.272
Sidewalk - 5-10 ft	44.9	26,034	65,466	0.398
Sidewalk - Over 10 ft	2.2	3,223	65,466	0.049
Sidewalk - no description of width	0.6	392	65,466	0.006

The existing capacity per user defines the current standard which is enjoyed by the users of the city today. The capacity is compared by user group, population, employment, and users in Table 7.

TABLE 7: TOTAL EXISTING CAPACITY BY USER

Segment	Existing Market Segment Users in 2023 [A]	Existing Hourly Person Miles of Capacity (PMC) [B]	PMC / Market Segment [C]
Population	44,743	932,092	20.83
Employment	41,445	932,092	22.49
Users	65,466	932,092	14.24

The analysis of using person miles of capacity indicates that 14.3 hourly person miles of capacity exists in the city for every user. This capacity is the full extent of miles of capacity if every mode and facility type were to be utilized to its fullest extent, when demand equals the



capacity of the system. This is not reasonable or logical (imagine if every road, sidewalk, bike lane was completely full of users). However, the availability of systemwide capacity does acknowledge that over the years the city has funded and constructed a diverse and extensive transportation system to meet the varied needs of the users. The approach used in this study accounts for *actual* demand relative to capacity (existing current utilization of available capacity is estimated to be around 46%). This is based on a weighted average of demand on roadway links from the travel model and estimated demand for non-motorized links (e.g., sidewalks, paths, etc.).

2.9 FUTURE NETWORK CAPACITY

The City of Burlington is actively planning and constructing many transportation infrastructure projects to be open and functional by the year 2035. Approximately 20 miles of new facilities are expected, including roads, significant changes in the supply of bike lanes, both standard and protected, as well as shared use paths and sidewalks.

The city has conducted several studies over the past years identifying the types of projects and desired changes in the transportation system. These include the following studies used to identify future capacity in this study:

- North Avenue Corridor Study
- Colchester Avenue Scoping Study
- Colchester – Riverside Scoping Study
- BTV ONE (Old North End) Bikeway and Connectivity Study
- Pearl – Prospect – Colchester Scoping Study
- planBTV WalkBike Plan
- Queen City Park Bicycle Connections Scoping Study
- South End Project sequencing
- Winooski Avenue Transportation Study
- Burlington South End Multimodal Feasibility Study
- Railyard Enterprise Scoping Studies and NEPA study

Table 8 shows the existing and future lane miles by facility type anticipated by 2035. Transportation Projects

Appendix Figure 4 includes the full list of future transportation capacity projects.

TABLE 8: EXISTING AND FUTURE CAPACITY BY 2035

Facility type	Existing miles [A]	Future miles [B]	Existing Person miles capacity	Future person miles capacity
Standard bike lanes	25.1	31.41	13,952	17,449



Protected bike lanes	0.3	4.51	981	13,142
Road lanes	399.9	400.68	863,884	865,467
Shared use paths	6.5	11.06	5,788	9,908
Sidewalk - Less than 5 ft	81.5	81.54	17,837	50,693*
Sidewalk - 5-10 ft	44.9	48.77	26,034	
Sidewalk - Over 10 ft	2.2	2.24	3,223	
Sidewalk - no description of width	0.6	0.58	392	
Total	561.1	580.8	932,092	956,660
Absolute Change	-	19.7		24,568
% Change in Total		3.5%		2.6%

*The future conditions replaced some facilities, added others, and to be conservative in estimating change in person miles capacity all replaced sidewalk was considered at the 5' width.

Table 8 shows that the city is expected to increase hourly person capacity by 2.6% over the next 10 years across a variety of projects and facility types. The increase in capacity is in contrast to the 12% increase in population, 8% increase in employment, and an average of 11% increase in the daily Users in Burlington (see Table 8 above).

The increase in capacity appears to be inadequate (meaning the capacity isn't growing as fast as the growth in users) given the increase in the new number of users projected by the year 2035. However, this approach that compares the rate of growth of new users with the amount of capacity is referred to as the "ratio based" approach. Rather than this method, this impact fee study uses the Plan Based approach. The Plan Based approach considers a future vision for the system and appreciates a more nuanced and complex approach to what amount of capacity is actually warranted based on the increase in projected demand.

Plan Based Approach:

This approach is designed to reflect what the demand for transportation capacity is, what the system looks like, and how well does it operate. Based on an agreed vision for the future the new users would contribute impact fees based on the amount of that future capacity they will consume. The plan based approach is designed around a specific set of projects, a forecast level of demand, and a vision for the how the system works – while fairly allocating the cost burdens for realizing that vision. The plan based approach is used in the transportation impact fee calculation.

Standards (Consumption) Based Approach:

This approach bases the impact fee on the generalized cost for developing new transportation capacity in the city. Each land use development would then be assessed the cost to create the same amount of capacity that the users of that land use development would demand or consume. It often isn't based on a specific project list and would often expand capacity in a linear, marginal way, which may challenge changes in the way the service standard evolves over time. In the case of Burlington the shift towards funding a diverse multimodal transportation system a change in the ratios used as well as challenges using the generalized cost of providing multimodal transportation capacity.



2.10 CAPACITY CONSUMED BY LAND USE DEVELOPMENT

The demand for transportation capacity given the growth in person trips per PM peak hour are also considered to derive the future estimate of demand. Table 9 shows the expected vehicle miles of travel consumed by growth and development and the non-vehicle person miles of travel. First, it accounts for vehicle trips and the share of new travel demand in vehicles. Second, the travel demand accounts for non-vehicular trips and the shorter average trip length. The overall growth in person miles of travel (PMT) associated with land use change in Burlington is the sum of vehicle and non-vehicle trips. The vehicle trips are expected to travel further, the full 1.8 mile trip length as estimated in the travel model, while the multimodal travel is a weighted average of walking, biking, and transit trip lengths.

TABLE 9: MULTIMODAL MILES OF TRAVEL DEMAND GROWTH

	Growth by 2035 PM Peak Hour
Growth in Vehicle Trips per PM Peak Hour [a]	2,200
Trip Length (miles) [b]	1.8
Vehicle Occupancy [c]	1.2
PM peak hour vehicular PMT consumed by new growth [d]	4,752
Growth in non-vehicle trips per PM Peak Hour [e]	1,000
Weighted Average Trip Length for non-vehicle trips (miles) [f]	0.75
PM peak hour person miles of travel consumed by new growth [g]	750
Total growth in PMT per PM Peak Hour [h]	5,502

The bottom row [h] of Table 9 shows the total person miles of travel demand (5,502) associated with the new land use development and growth by 2035. The results are derived using regional travel demand model data which estimates the vehicle trips and the trip length. The non-vehicle trips are derived through model data on person trips, land use changes, and expectations on pass-by, internal trip capture, travel demand management (walking, biking, transit), and working from home.

This table provides a more accurate description of how future demand in the year 2035 will use the available capacity. Some users will benefit from the improved walking and biking infrastructure, while some roads will become increasingly utilized, while some facilities may have improved operations. The table suggests that rather than 24,568 new person miles of capacity (the difference in capacity in Table 8) scaled to population and employment growth during the PM peak hour the city will consume far less capacity, at 5,502 person miles of demand by the year 2035. The regional travel demand model is a helpful tool to help evaluate how travel behaviors will change as the city becomes more dense and diverse in land uses providing users travel alternatives to how they behave today.

The service standard that users of the transportation system experience today is one gauge of the system performance. The existing demand to capacity (DC) is used to establish a DC

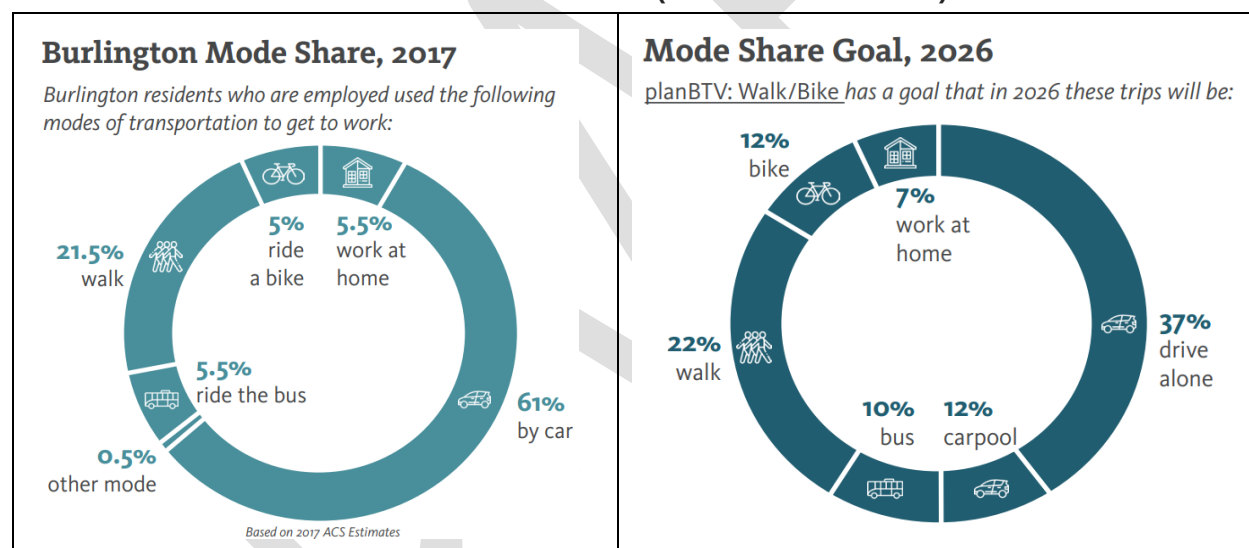


weighted service standard across the citywide multimodal system.⁸ The existing system has a weighted DC ratio across *all the facilities* in the city of 0.46. If the city were to provide additional capacity at today's service standard it would require 11,928 person miles of hourly capacity added to the system ($5,502 / 0.46$).⁹

It is reasonable and expected that in the future the system should be *more heavily utilized*. This would increase demand and use for the active modal infrastructure and as vehicle congestion may increase, some users will shift to non-vehicle modes. If the city sets a future standard of service target at a *higher* utilization across the system, then the amount of capacity added to the system to accommodate the demand by the year 2035 can be *less*.

The higher utilization of the existing infrastructure is supported by the city's long-range planning efforts. The plan for building multimodal infrastructure and improved utilization of existing infrastructure aligns with the city's Comprehensive Plan and travel mode share goals. The mode share as of 2017 is shown in Figure 5 along with the mode share goal for the year 2026.

FIGURE 5: BURLINGTON TRAVEL MODE SHARES (EXISTING AND GOAL)



If the weighted DC ratio were to increase to a ratio of 0.71 (as opposed to 0.46 estimated today) then the expected travel demand of the land use development would require 7,749 in new person miles of hourly capacity. A DC of 0.71 is similar to a level of service (LOS) "C."¹⁰ LOS is a common way to describe various ways the system is experienced by users (travel speed, average delay per vehicle, time waiting for a bus, experience walking or biking, etc.).

⁸ Demand to capacity (DC) is equal to volume to capacity (VC) for facilities when the DC is less than 1.0. The systemwide DC ratio is weighted by the volume of the facility (more heavily trafficked roads contribute to the average more than less trafficked roads).

⁹ The travel model for the PM peak period had a weighted average VC ratio of 0.50 for the roadway street segments. Appendix Figure 3 shows the existing VC ratios and the future standard of service.

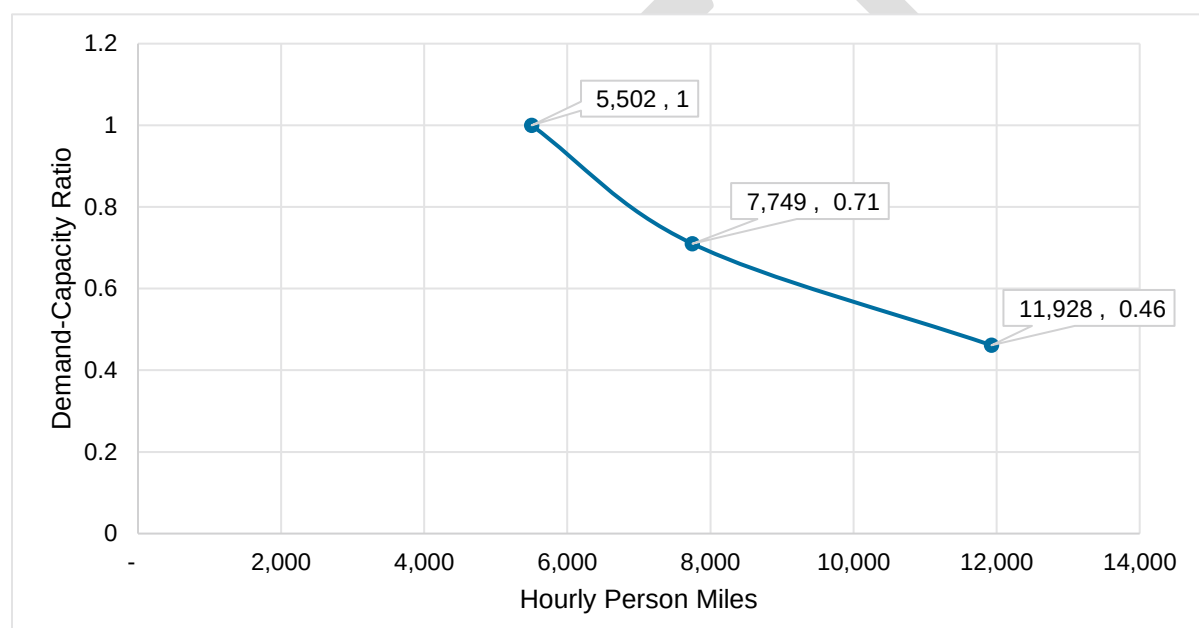
¹⁰ See Appendix Figure 2 for the Highway Capacity Manual summary of VC ratio and Level of Service.



To put the DC ratios in perspective, imagine if the city expects that all new facilities would be fully utilized (DC =1), then the person miles of capacity *supplied* would equal those person miles *demanded* (5,502). Figure 6 visualizes the relationship between the supply provided and the demand (Table 9) using the DC ratio. Specifically:

- Supply equals demand at fully utilized capacity provided (DC ratio of 1.0) at 5,502 person miles
- Supply at the existing 0.46 DC ratio equals 11,928 person miles (lowest point)
- Supply at the service standard threshold of 0.71 DC equals 7,749 person miles (middle point)

FIGURE 6: SUPPLY PROVIDED AT DIFFERENT DC RATIOS



The amount of existing planned projects by the year 2035 is expected to add 24,569 new person miles of capacity during the PM peak hour (Table 8). However, the land use growth expected and modeled by the year 2034 suggests that 7,749 person miles of hourly capacity (at a LOS “C” DC ratio of 0.71) would be needed.

This suggests that the share of new capacity needed to serve the travel demands of new land use development and growth by the year 2035 is only 32% of the overall amount of new capacity being created (Equation 1).

EQUATION 1: LAND USE DEMAND ON NEW CAPACITY BY 2034

$$\frac{(7,749 \text{ person miles of demand by 2035})}{(24,569 \text{ person miles of capacity created by 2035})} = 32\%$$



This impact fee analysis reinforces the findings from other regional and local long range planning efforts that the transportation capacity to be constructed by 2035 is sufficient to accommodate the travel and transportation needs of city growth and land development beyond the year 2035.

DRAFT



3.0 PROJECTS

3.1 PROJECT IDENTIFICATION

This section summarizes the identification and selection of the transportation projects that comprise the transportation impact fee. The projects have been developed over many years through the course of several transportation studies, plans, and community conversations. The many planning studies provide a myriad of possible transportation system investments that would be necessary to meet the mobility needs of the future residents and employees.

These projects were identified by synthesizing numerous studies, reviewing the capital program, expected new infrastructure with land development, and prioritizing projects with various committees and other stakeholder groups.

The city has identified six priority projects that are eligible for impact fee funding. These are a subset of the projects included in the total transportation capacity shown in Table 8. The impact fee priority projects are those that widely benefit the city at large as well as provide important multimodal connections that support the city's mode shift goals. Several of the projects would create additional bicycling and pedestrian capacity by shifting curb lines, removing parking, with some reallocating road space away from vehicles toward walking and biking. The portion of the projects eligible for impact fee funding has been adjusted to account for replacing or removing capacity, as impact fee funds can only be used to build new capacity.

TABLE 10: IMPACT FEE PROJECT LIST

Project Name	Description
Union Street	Road Reconstruction (protected bike lanes to replace the existing bike lanes, moving curb, removing parking, narrowing lanes)
Battery Street	Road Reconstruction (Various Multimodal Elements TBD)
North Street	Road Reconstruction (on-street bike lanes, removing parking, narrowing lanes)
Pearl Street	Road Reconstruction (protected bike lanes, moving curb, removing parking, narrowing lanes)
Main Street (East)	Road Reconstruction (shared use path connectivity)
Colchester Ave	Road Reconstruction (Shared Use Path, improved sidewalk, transit pull outs, new signals)

The full list of projects considered for impact fee funding comes to \$44.3 million dollars, as shown in Table 11. However, some projects are not fully eligible for 100% impact fee funding because some portions of the project are replacing existing transportation capacity or replacing non-transportation components (i.e., stormwater systems). The portion of the new capacity eligible for impact fee funding comes to \$34.2 million dollars.



3.2 COSTS AND UTILIZATION OF PROJECTS

The cost of new projects is the cost of new capacity intended to meet the city's transportation needs into the future and be in alignment with the city's comprehensive plan. Projects that are eligible for impact fee funding must create new capacity and benefit the community and those paying impact fees. The projects themselves can be funded either fully or partially with impact fees. The costs of the projects must also be fairly attributed to growth and that the new users are not contributing or mitigating more than their level of impact on the system.

The total cost (col [A]) is discounted to account for the amount of new capacity being added, as well as whether the new capacity will be used by local Burlington land use or serve through traffic. The share of new capacity associated with a project to serve through traffic (users who need capacity but don't have an origin or destination in the city) requires non-impact fee funding to cover that share of the cost (col [E]). The remaining impact fee eligible capacity is then assessed to new users (col [G]).

The funding details for each impact fee project are shown in Table 11.

TABLE 11: BURLINGTON IMPACT FEE PROJECT LIST

Project	Total project cost [A]	Percent Eligible for Transportation Impact Fee (% new capacity, associated with new growth and new users) [B]	Local Users vs External Users (estimated %) [C]	Total cost (Impact fee eligible portion) [D=A*B]	Total cost (Non impact fee eligible) [E=A-D]	Estimated Grant and non-local funding available [F]	Local Share of Eligible Capacity [G=A-F]
Union Street	9.6 \$/m	62%	100%	6.0 \$/m	3.7 \$/m	7.710 \$/m	1.9 \$/m
Battery Street	4.3 \$/m	50%	100%	2.2 \$/m	2.2 \$/m	3.442 \$/m	0.9 \$/m
North Street	8.3 \$/m	100%	100%	8.3 \$/m	0.0 \$/m	6.609 \$/m	1.7 \$/m
Pearl Street	6.5 \$/m	100%	100%	6.5 \$/m	0.0 \$/m	5.177 \$/m	1.3 \$/m
Main Street (East)	8.7 \$/m	90%	90%	7.8 \$/m	0.9 \$/m	6.939 \$/m	1.7 \$/m
Colchester Ave	7.0 \$/m	50%	95%	3.5 \$/m	3.5 \$/m	5.600 \$/m	1.4 \$/m
Totals	44.3 \$/m			34.2 \$/m	10.2 \$/m	35.5 \$/m	8.87 \$/m

The table shows the elements of each project including the total cost and the share of that project associated with growth as well as local land development. The columns include:

- Column [B] accounts for the share of the cost associated with new capacity
- Column [C] accounts for share of the project that serves local traffic (trips with an origin or an end in the city)
- Column [D] accounts for the cost of new capacity to be allocated among all trips consuming that capacity.
- Column [E] shows the cost of the project that is not able to use impact fee funds. Need to confirm that Column [F] exceeds Column [E]. Otherwise, other local funding would be needed.
- Column [G] shows the impact fee eligible capacity to be funded through local impact fees.



Grant Support and Other Nonlocal Support

The share of the projects eligible for impact fee funding was shown in Table 11, where \$34.2 million of new capacity is eligible for impact fee funding, leaving around \$10.2 million associated with non-impact fee eligible costs. Much of these projects are eligible for federal funding support using the traditional 80/20 cost sharing split. If the city is to rely on obtaining 80% of the project cost through grants and other federal support that would dramatically reduce the city's share of the cost for delivering the impact fee projects.

Table 11 shows the full cost of the projects and the estimated grant and non-local impact fee funding assigned to each project shown in Column [F]. The amount of non-local funding will be used to pay for the non-impact fee eligible capacity. Column [F] funds exceed the non-impact fee capacity costs. The Column [F] funds first are used to pay for the non-impact fee eligible capacity and then the balance is used to reduce the cost of the project associated with the impact fee.

The balance, shown in Column [G] is the remaining local impact fee eligible capacity that will be paid for by new land development.

New Growth Share of Capacity

The estimated capacity associated with the impact fee projects is shown in Table 12.

TABLE 12: IMPACT FEE PROJECT CAPACITY IN PERSON MILES

Project	Total Project Cost [A]	Total cost (Impact fee eligible portion) [C]	Additional Hourly Capacity [B]
Union Street	9.6 \$/m	6.0 \$/m	1,197
Battery Street	4.3 \$/m	2.2 \$/m	186
North Street	8.3 \$/m	8.3 \$/m	1,263
Pearl Street	6.5 \$/m	6.5 \$/m	2,596
Main Street (East)	8.7 \$/m	7.8 \$/m	1,188
Colchester Ave	7.0 \$/m	3.5 \$/m	3,517
Totals	44.3 \$/m	34.2 \$/m	9,947

Equation 1, above, indicates that 32% of the capacity added over the next 10 years would be consumed by the demand generated by the land use development over that same time period. Therefore, the cost of the impact fee projects can also be spread over a longer period, with only 32% of the costs imposed on the land use growth and development over the next 10 years.

EQUATION 2: IMPACT FEE PORTION OF PROJECTS BY 2035

32% of capacity need attribute to growth by 2035	×	\$34.16 million eligible project costs	=	\$10.78 million
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Because the capacity of the projects to be built over the next ten years will likely have available capacity to accommodate new years beyond 2035, the city would have the option to continue to



collect impact fees beyond the year 2035 as long as the demand to capacity across the system is below the 0.71 DC service standard used in this study.

The analysis indicates that the list of impact fee eligible projects provide sufficient additional capacity (9,947 person miles of travel) to more than mitigate the demand that is anticipated with growth and land use development by 2035 (5,502 person miles of travel, see Table 9).

The impact fees can be designed in various ways to fairly assess growth to mitigate its impact on the system. The impact fee projects will add new capacity to the system, but the amount of new capacity cannot exceed the level of impact imposed by the new development.

It is estimated that the total capacity added to the city of Burlington's system over the next 10 years will provide nearly 25,000 hourly person miles of capacity. It is further estimated that the new land use and development would generate demand for 5,502 person miles of capacity. Both of these methods account for a fully utilized (demand to capacity = 1) system.

The multimodal transportation system has existing spare capacity. As growth and development continue the system will absorb that demand, however, additional capacity is still warranted because of the need to increase the diversity and variety of facility types to attain the desired mode share goals shifting trips away from vehicles towards walking and biking. It is estimated that the land use growth would require 7,749 person miles of capacity if the new capacity is expected to have a DC ratio of 0.71. To contrast this, using the existing DC ratio (0.46), the new land use development would require nearly 12,000 person miles of capacity.

The demand for travel (5,502) from the new land use development is less than the total amount of capacity expected to be constructed over the next 10-year period (24,569). The supply assessed to land use growth and development through impact fees is intended to be 7,749 which is less than the supply to be constructed over the next 10-year period.

4.0 BASE IMPACT FEE

4.1 BASE IMPACT FEE

Base impact fees are the initial, unadjusted fees which are later discounted for credits and other incentives. The fee will be charged on the number of PM peak hour vehicle trips, consistent with other communities in Vermont and the Vermont Agency of Transportation's Statewide impact fee enabling legislation, per Act 145 of 2014-Transportation Impact Fees (10 VSA Sections 6101-6111).

Thirty-two percent (32%) of the new impact fee project capacity is needed to meet the needs of land use development by the year 2035. The impact fee costs allocated to land use growth and development accounts for this 32% cost share. This is the base fee which would be the legally defensible maximum the city could assess to new land use development to pay for their contribution to the increased capacity in the transportation system by the year 2035.



The base impact fee is derived in Equation 3.

EQUATION 3: BASE IMPACT FEE

$$\text{Base fee} = \frac{\text{Cost of new projects} \times \text{Growth Share of 2035 Capacity}}{\text{Total Growth (new PM trips per hour)}}$$

Table 13 shows the derivation of the base impact fee with the two different assumptions on the level of grant support to reduce the cost of the impact fee projects. The table shows the magnitude of the impact fee if the presumed federal grant share is not attained to offset the cost of the impact fee projects.

TABLE 13: BASE IMPACT FEE

Scenario	Cost of Impact Fee Capacity [A]	Growth Share of New Capacity by 2034 [b]	Total Growth (PM peak hour Veh Trips) by 2035 [C]	Base Impact Fee Per PM peak hour vehicle trip [D]
Six Projects with Zero Grant Support	~34.2 \$/m	32%	2,200 [local growth] 160 [through traffic] 2,360 total veh trips	\$4,632
Six Projects with 80% Grant support	~8.87 \$/m	32%	2,200 [local growth] 160 [through traffic] 2,360 total veh trips	\$1,203

The fee will be based on the **vehicle trips during the PM peak hour** as the unit of measure for the impact on the transportation system and its alignment with the goals identified in the city's comprehensive transportation plans, its consistency with Institute of Transportation Engineers (ITE) traffic studies, and ability to be monitored and empirical derived for any specific land use. Impact fees are assessed on the primary vehicle trips generated by a land use change that increases trip generation from a previous use.

A trip generation study conducted as part of a traffic impact study or use of the Institute of Transportation Engineers Trip Generation Manual would determine the number of primary vehicle trips, which would account for the total trips and subtract pass-by trips. If the land use change replaces an existing use, the trips generated from the existing use shall be subtracted and only the difference in trips are assessed the fee. This applies to expansions, changes in land use types, and land use redevelopments.

The **plan based impact fee method** is used that accounts for a forecast land use and travel demand and specific list of transportation investments. The approach provides several benefits including its strong alignment with the state statutes of identifying investments in the capital program, the extensive work done in the city and the region to identify specific investments, and the ability to selectively decide which of the overall projects are best suited for impact fee funding. The plan based approach is the most common in the northeast and in multimodal transportation impact fee studies in general.



The amount of new capacity being added to the system by the year 2035 is extensive. So much so that the projected increase in trips associated with the 12% increase in population, and 8% in jobs in the city is expected to consume only 32% of the new capacity, with an increasing degree of utilization relative to today. This expectation that the overall transportation capacity will be more heavily utilized in the future is common and is in agreement with impact principles that require that impact fees do not improve standards beyond what is experienced today. This is consistent with the city's comprehensive vision of improved walking, biking, and transit which has more demand using existing multimodal capacity as well as the new capacity.

4.2 CREDITS

Credits are adjustments to the base impact fee that a land use would be assessed. Typically, two credits are possible; infrastructure credit and revenue credits. The credits are applied after the base impact fee is calculated, as per equation:

$$\text{Impact Fee} = (\text{Cost per PM Peak Hour Trip} \times \text{New PM Peak Hour trips}) - (\text{Applicable Credits})$$

Infrastructure Credits

Any land use development that physically constructs any project identified in Table 10 is eligible for a reduction in impact fees, up to the total amount of the impact fee liability.

When the credit is in excess of the impact fee liability, the City Council has the authority to retain the balance of that credit and apply that balance to future land development projects carried forth by that same business or land development entity. The city ordinance determines how any credit may be used, as long as the credit does not exceed the cost of the project used to develop the impact fee, and the duration of time that the credit may be in effect before expiring.

The credit is also applicable even if the project was in satisfaction of a condition of the land use development permit imposed during the development review process. This reduces the perception of double payments and incentivizes development in areas identified for transportation infrastructure.

Revenue Credits

Revenue credits discount the base impact fee to reduce the chance that a land-use development in the city would be funding the same capital improvement through two different funds. This frequently occurs when the land use owner (e.g., developer) pays property taxes and a portion of which goes to fund the capital project that the impact fee contributed toward. In this case, it is necessary to offset the impact fee by a credit value to eliminate the double payment toward the same capacity. The credits equal the discounted present value of the stream of tax payments used for those expenditures.

The City of Burlington expects to obtain non-local funding support through federal funds that will pay for the portion of capacity not eligible for impact fee funding. Therefore, no revenue credits are necessary, as only the share of projects associated with new users will be assessed to new land use development.



APPENDIX A. CAPACITY OF INFRASTRUCTURE

The facility capacities are shown in the table below. The capacities are derived from several sources and represent hourly flows. However, this analysis attempts to reflect the situation that while the capacity of a facility such as a protected bike lane or a sidewalk may have a high point capacity, the trip lengths are relatively short and the collective benefit to the city is muted. Over time as trip lengths increase for bike trips the net capacity of the system can increase. However, at this time this approach using a conservative trip length estimate was used which reduced the capacity relative to the vehicle trip length modeled for the city. For example, the vehicle trip length is 1.8 miles. If a trip length on a bike lane is averaging 0.5 miles, it is 28% of the vehicle trip length. Thus, the capacity of bike lanes would be 28% of what is the hourly point capacity (28% x 2,000 = 556).

APPENDIX FIGURE 1: PERSON MILE CAPACITIES FOR FACILITY TYPES

Trip Length Accounting	Normalized to Vehicle Length	Facility	Existing VC Ratio (existing utilization of capacity)	Future Acceptable VC Ratio (future utilization of capacity)	Hourly Point capacity (LOS E)	Trip Length Adjusted Hourly Point capacity (LOS E)
0.5	28%	Bike lanes	0.25	0.6	2,000	556
0.75	42%	Protected Bike Lanes (2-way)	0.25	0.6	7,000	2,917
0.75	42%	SUP (10')	0.35	0.5	2,500	1,042
0.75	42%	SUP (8')	0.35	0.5	1,800	750
0.75	42%	SUP 12'	0.35	0.45	2,700	1,125
1.8	100%	Road lane (with 1.2 occupancy)	0.3	0.75	2,160	2,160
0.25	14%	Sidewalk 3'	0.4	0.65	1,350	188
0.25	14%	Sidewalk 4'	0.4	0.65	1,800	250
0.25	14%	Sidewalk 5'	0.4	0.65	2,200	306
0.25	14%	Sidewalk 6'	0.4	0.65	2,700	375
0.25	14%	Sidewalk 7'	0.35	0.6	3,150	438
0.35	19%	Sidewalk 8'	0.35	0.6	3,600	700
0.35	19%	Sidewalk 9'	0.35	0.6	4,050	788
0.35	19%	Sidewalk 10'	0.35	0.6	4,500	875
0.5	28%	Sidewalk 11'	0.35	0.6	4,950	1,375
0.5	28%	Sidewalk 12'	0.35	0.6	5,400	1,500



The Highway Capacity Manual (HCM) adopts the LOS approach.¹¹ Because of the simplicity, LOS has become extremely popular in practice.¹² The LOS can be determined by various traffic quantities, such as density, speed, volume to capacity ratio, and maximum service flow rate. The LOS of a roadway can be determined by the scale intervals of the volume to capacity ratio (V/C), as shown in Appendix Figure 2 below.¹³

APPENDIX FIGURE 2: HCM DELAY AND VC RATIO

LoS Class	Traffic State and Condition	V/C Ratio
A	Free flow	0–0.60
B	Stable flow with unaffected speed	0.61–0.70
C	Stable flow but speed is affected	0.71–0.80
D	High-density but the stable flow	0.81–0.90
E	Traffic volume near or at capacity level with low speed	0.91–1.00
F	Breakdown flow	>1.00

¹¹. Manual, H.C. Transportation Research Board Special Report 209; Transportation Research Board: Washington, DC, USA, 1994.

¹² Wan, C.; Yang, Z.; Zhang, D.; Yan, X.; Fan, S. Resilience in transportation systems: A systematic review and future directions. *Transp. Rev.* 2018, 38, 479–498. [CrossRef] and Tang, J.; Heinemann, H.R. A resilience-oriented approach for quantitatively assessing recurrent spatial-temporal congestion on urban roads. *PLoS ONE* 2018, 13, e0190616.

¹³ Afrin, Tanzina & Yodo, Nita. (2020). A Survey of Road Traffic Congestion Measures towards a Sustainable and Resilient Transportation System. *Sustainability*. 12. 4660. 10.3390/su12114660.

APPENDIX FIGURE 3: EXISTING AND FUTURE MILES AND VC RATIOS OF FACILITY TYPES

Type	Existing Miles	Existing person miles capacity (PMC)	Weighted Existing VC ratio	Future miles by 2034	Change in PMC (future – existing)	Future PMC	% increase in facility miles	Future VC ratios
Standard bike lanes	25.1	13,952	0.250	31.4	3,497	17,449	25.1%	0.600
Protected bike lanes	0.3	981	0.250	4.5	12,161	13,142	1240%	0.600
Road lanes	399.9	863,884	0.500	400.7	1,584	865,467	0.2%	0.750
Shared use paths	6.5	5,788	0.350	11.1	4,698	9,908	71.2%	0.483
Sidewalk - Less than 5 ft	81.5	17,837	0.400	81.5		17,837	0.0%	0.650
Sidewalk - 5-10 ft	44.9	26,034	0.370	48.8		28,291	8.7%	0.620
Sidewalk - Over 10 ft	2.2	3,223	0.350	2.2		3,223	0.0%	0.600
Sidewalk - NaN	0.6	392	0.373	0.6	2,630	392	0.0%	0.623
Total	561.1	932,092	0.46	580.8	24,569	955,711		0.71

APPENDIX B. TRANSPORTATION PROJECTS

APPENDIX FIGURE 4: TRANSPORTATION PROJECTS

Project ID	Project name	Impact fee project	Construct ed or functional by 2034	Road miles	Road PMC	SUP miles	SUP PMC	Sidewalk miles	Sidewalk PMC	Protected Bike Lane Miles (length)	Protected Bike Lane PMC (2-way)	Bike lane miles	Bike lane PMC	Hourly capacity	Hourly capacity of new impact fee projects
101	Railyard Enterprise Project	0	1	0.7	1472.7	0.3	355.1	0.3	865.9				0.0	2,694	0
102	Intervale Side Path	0	1		0.0	0.4	269.9		0.0				0.0	270	0
103	Champlain Parkway Phase 1	0	1	1.4	3024.0	0.7	729.2		0.0				0.0	3,753	0
104	Champlain Parkway Phase 2	0	1		0.0	0.6	625.0		0.0				0.0	625	0
105	CityPlace Public Improvements (Pine St)	0	1	0.1	286.4		0.0		0.0				0.0	286	0
106	Great Streets Main Street	0	1		0.0		0.0	0.5	696.0	0.0	0.0	0.5	284.1	980	0
107	Winooski bridge & bike/ped	0	1		0.0	0.1	106.5		0.0				0.0	107	0
108	Queen City Park Rd SUP	0	1		0.0	1.5	1566.4		0.0				0.0	1,566	0
109	Lake Street/Penny Lane SUP	0	1		0.0	0.0	42.6		0.0				0.0	43	0
110	Queen City Park Rd Bridge	0	1		0.0		0.0		0.0				0.0	0	0
112	North Beach Bridge	0	1		0.0		0.0		0.0				0.0	0	0
113	Cobalt Controllers	0	1		0.0		0.0		0.0				0.0	0	0
114	Battery & College	0	1		0.0		0.0		0.0				0.0	0	0
115	Battery & King	0	1		0.0		0.0		0.0				0.0	0	0
116	Battery & Maple	0	1		0.0		0.0		0.0				0.0	0	0
117	Battery & Pearl	0	1		0.0		0.0		0.0				0.0	0	0
118	Main & Willard	0	1		0.0		0.0		0.0				0.0	0	0
119	General Inventory	0	1		0.0		0.0		0.0				0.0	0	0
120	Remove Wood poles	0	1		0.0		0.0		0.0				0.0	0	0
121	Upper Main Street	0	1		0.0		0.0		0.0				0.0	0	0
122	Annual Street & Sidewalk Paving	0	N/A		0.0		0.0		0.0				0.0	0	0
123	Union Street	1	1		0.0		0.0		0.0	0.7	1933.4	-1.3	-736.5	1,197	1,197

Transportation Impact Fee Study

124	North Ave/Shore Road	0	1		0.0	0.0	0.0			0.0	0	0		
125	North Ave/127	0	0		0.0	0.0	0.0			0.0	0	0		
126	Curb & Bollards	0	N/A		0.0	0.0	0.0			0.0	0	0		
127	MicroVision Cameras	0	1		0.0	0.0	0.0			0.0	0	0		
128	FY2021 Install TPIs	0	1		0.0	0.0	0.0			0.0	0	0		
129	FY2021 Install TPIs	0	1		0.0	0.0	0.0			0.0	0	0		
130	FY2021 Install TPIs	0	1		0.0	0.0	0.0			0.0	0	0		
131	ONE Greenway Hardscape	0	1		0.0	0.0	0.0			0.0	0	0		
132	N Champlain Protected Bike Lanes & Manhattan Dr. Bike Lanes	0	1		0.0	0.0	0.0		0.5	274.0	274	0		
133	Battery Street	1	1	-0.2	-532.2	0.0	0.0	0.2	718.7	0.0	186	186		
134	Home/Shelburne Rd Intersection	0	1		0.0	0.0	0.0			0.0	0	0		
135	NNE Sidewalks (new and gaps)	0	1		0.0	0.0	0.7	244.9		0.0	245	0		
136	Pearl & Prospect Intersection	0	0		0.0	0.0	0.0			0.0	0	0		
137	East Ave Traffic Calming	0	1		0.0	0.0	0.0			0.0	0	0		
138	Plattsburg Ave	0	0		0.0	0.0	0.5	552.4		0.0	0	0		
139	Various Locations	0	0		0.0	0.0	0.0			0.0	0	0		
140	North Ave	0	1		0.0	0.0	3.3	1116.9		3.3	1823.5	2,940	0	
141	North Street	1	1		0.0	0.0	0.0			2.3	1262.6	1,263	1,263	
142	Pearl Street	1	1		0.0	0.0	0.0	0.9	2596.3		0.0	2,596	2,596	
144	Main Street (East)	1	1		0.0	0.0	0.0	0.4	1187.7		0.0	1,188	1,188	
145	Shelburne Street	0	1	-1.5	-3240.0	0.0	0.0	1.0	2916.7		0.0	-323	0	
146	68 Sears Lane Roadways	0	0		0.0	0.0	0.0			0.0	0	0		
147	CityPlace Public Improvements - St Paul St	0	1	0.3	572.7	0.0	0.0			0.0	573	0		
148	Colchester/Barrett Intersection	0	0		0.0	0.0	0.0			0.1	52.6	0	0	
149	Colchester Ave	1	1		0.0	1.0	1003.0	-1.0	-294.2	1.0	2808.4	0.0	3,517	3,517
150	Great Streets - Bank & Cherry	0	1		0.0	0.0	0.0			0.0	0	0		
151	Plattsburg Ave Bike Lanes	0	1		0.0	0.0	0.0			1.1	589.2	589	0	

APPENDIX C. TRIP GENERATION ESTIMATES

The CCRPC travel demand model was originally estimated the local vehicle trips for Burlington in the 2020 and 2030 mode years per the table below. Due to the way the long range growth projections were made, using a linear growth between today and 2050, any 10-year period has a similar level of growth and therefore, can appropriately be used to estimate the growth from 2025 to 2035 that is used in the impact fee study.

YEAR	PM PEAK MODEL TRIPS	DAILY MODEL TRIPS
2020	15,252	179,544
2030	16,479	194,831
Difference	1,227	15,287

The travel model may slightly underpredict the number of trips to be generated by the land use in any one community or network due to trip chaining as well as the trips and trips that start and end in the same TAZ may be discounted as internal capture, when in reality many of those trips are likely to be generated. The bottom-up approach (discussed below) suggests that internal capture and pass-by may be equivalent to around 900 vehicle trips. Adding the 900 to the 1,227 suggests the model could be as high as 2,200 new vehicle trips if the model unrealistically assumes no trip chaining and no internal capture.

A bottom-up approach is valid and important to compare to the modeling results, especially since the bottom-up approach using the ITE Trip Generation Manual will be used by engineers and planners representing any specific land development application. A manual adjustment process is required to take the preliminary ITE base trip generation estimates and account for site and land use characteristics which can reduce the number of vehicle trips. These adjustments include the intensity of the development, the TDM incentives, internal mixed-use capture of the site and immediate nearby sites, pass-by reductions, and working from home trip reductions. The extent to which these reductions and adjustments apply to Burlington varies by area within the city. The areas of the most intense land use change would warrant the highest degree of adjustment, and likewise, the areas of the least land use change are likely to see the least amount of adjustment. Additionally, the adjustments are not globally applied to all land uses equally. The sum of the factored trip generation in the two regions of the city of 2,360 new PM peak hour vehicle trips.

The result of the two approaches suggest that the 2,360 PM peak hour vehicle trips is a reasonable estimate after factoring up the travel model and factoring down the ITE Trip Generation estimates.

The following tables show the manual 'bottom up' adjustments to typical ITE Trip Generation rates for the different land use types based on the land use patterns surrounding those land uses. The majority of trips are anticipated in the areas with more intense growth.

AREAS OF MORE INTENSE GROWTH

GROWTH	UNIT CHANGE	RATE (TRIPS PER UNIT PER PM PEAK HOUR)	PM PEAK HR TRIPS	INTENSITY	TDM	INTERNAL CAPTURE	PASS-BY	WFH	PM PEAK HR TRIPS (NET ADJUSTMENTS)
HH	2168	0.5	1084.00	0%	15%	5%	0%	22%	629
Accommodations	164	0.800	131.20	5%	10%	5%	5%	5%	92
College & University	18	0.910	16.38	5%	15%	0%	0%	21%	10
Commercial	480	0.390	187.20	0%	20%	15%	8%	21%	67
Industrial	507	0.440	223.08	5%	10%	0%	0%	16%	154
Institutional	213	1.400	298.20	5%	15%	0%	0%	21%	176
K12	88	1.400	123.20	0%	10%	0%	0%	0%	111
Retail	941	1.500	1411.50	5%	20%	15%	32%	0%	395
Special Commercial	136	0.390	53.04	0%	20%	0%	32%	0%	25
Special Retail	58	1.250	72.50	0%	20%	0%	30%	0%	36
			3,600	3%	17%	8%	14%	11%	1,695

AREAS OF LESS INTENSE GROWTH

GROWTH	UNIT CHANGE	RATE (TRIPS PER UNIT PER PM PEAK HOUR)	PM PEAK HR TRIPS	INTENSITY	TDM	INTERNAL CAPTURE	PASS-BY	WFH	PM PEAK HR TRIPS (NET ADJUSTMENTS)
HH	126	0.75	94.50	0%	5%	5%	0%	18%	68
Accommodations	7	0.800	5.60	0%	4%	5%	0%	5%	5
College & University	8	0.910	7.28	0%	5%	0%	0%	20%	5
Commercial	338	0.390	131.82	0%	5%	5%	15%	20%	73
Industrial	86	0.440	37.84	0%	5%	0%	0%	15%	30
Institutional	172	1.400	240.80	0%	5%	0%	0%	20%	181
K12	28	1.400	39.20	0%	2%	0%	0%	0%	38
Retail	123	2.000	246.00	0%	3%	5%	15%	0%	189
Special Commercial	60	0.390	23.40	0%	3%	0%	15%	0%	19
Special Retail	15	2.000	30.00	0%	3%	0%	15%	0%	25
			856	0%	4%	3%	8%	12%	633

June 26, 2024

Ms. Megan Moir
Division Director – Water Resources
Burlington Public Works Department
235 Penny Lane
Burlington, VT 05401

Subject: Water and Wastewater System Development Fees

Dear Ms. Moir,

Raftelis has completed an evaluation to calculate cost-justified water and wastewater System Development Charges (SDCs) for consideration by the City of Burlington (City) Water Resources Division (Division) consistent with common industry practice. This letter report documents the basis and calculation of the water and wastewater SDCs for the Division.

Background

SDCs are one-time charges assessed to new water and/or wastewater customers for their use of system capacity and serve as an equitable method by which to recover up-front system capacity costs from those using the capacity. There are three main methods for calculating SDCs that are generally recognized in the industry as cost justified. A description of each of these methods follows:

Buy-In Method

Under the Buy-In Method, a SDC is calculated based on the proportional cost of each user's share of existing system capacity. This approach is typically used when existing facilities can provide adequate capacity to accommodate future growth. New customers pay the fee to "buy-in" to the system that existing users have paid to construct over the decades. The cost of capacity is derived by dividing the estimated value of existing facilities by the current capacity provided by existing facilities. Adjustments to the value of existing facilities are made for developer contributed assets, grant funds, and outstanding debt.

Incremental or Marginal Cost Method

Under the Incremental Cost (or Marginal Cost) Method, a SDC is calculated based on a new customer's proportional share of the incremental future cost of system capacity. This approach is typically used when existing facilities have limited or no capacity to accommodate future growth. The cost of capacity is calculated by dividing the total cost of growth-related capital investments by the additional capacity provided as a result of the investments.

Combined Approach

Under the Combined Method, a SDC is calculated based on the blended value of both the existing and expanded system capacity. As such, it is a combination of the Capacity Buy-In and Incremental Cost methods. This method is typically used when existing facilities provide adequate capacity to accommodate a portion of the capacity needs of new customers, but where significant investment in new facilities to address a portion of the capacity needs of future growth is also anticipated, or where some capacity is

available in parts of the existing system, but incremental capacity will be needed for other parts of the system to serve new customers at some point in the future.

Summary of Analysis

For both the water and wastewater systems, Raftelis calculated the SDCs using a *Buy-In* approach to recognize that the existing system has capacity available to serve new customers. However, it should be noted that in the near future, existing capacity will become insufficient for serving new customers, and because of the investment needed to expand capacity, future updates of the water and wastewater SDCs will likely employ the *Combined* approach.

To perform the SDC calculations, Raftelis requested and was provided with the following data from Division staff:

- Water and sewer fixed asset data as of June 30, 2022
- Outstanding utility debt and associated debt service schedules as of June 30, 2022
- Existing treatment capacities in the water and wastewater systems

EXISTING SYSTEM ASSETS

First, Raftelis calculated the estimated cost, or investment in, the current system capacity available to provide utility services to existing and new customers. This analysis was based on a review of fixed asset records and other information as of June 30, 2022. The value of water assets includes core assets such as water mains, treatment facilities, pump stations, storage facilities, and other water system equipment. The value of wastewater assets includes treatment facilities, force mains, pump stations, outfalls, and other wastewater system equipment. The original costs of assets were used for purposes of defining asset value, without any applied cost-index to bring values into current dollars.

Utilities often borrow funds to construct assets, and revenues from retail rates and charges can be used to make the payments on these borrowed funds. To ensure that new customers are not being double charged for these assets, once through the SDC and again through retail rates and charges, the proportion of the outstanding debt principal that is anticipated to be paid for through retail rates and charges is deducted from the SDC calculation. The credit for the SDC is based on the net present value of future principal payments for the water and wastewater systems.

Exhibit 1 presents the adjusted asset values for each system.

Exhibit 1 – Adjustments from Assets for the Water and Wastewater Systems

Description	Water	Wastewater
Total Assets	\$ 64,573,649	\$ 68,239,737
Adjustments:		
Principal Credit	(6,653,621)	(14,691,094)
Net System Assets	\$ 57,920,028	\$ 53,548,643

COST OF CAPACITY

Per the Division, the City's current treatment capacity is 5.0 million gallons per day (MGD)¹ and 6.8 MGD² for water and wastewater, respectively. The net system assets, as presented in Exhibit 1, are divided by the total treatment capacity to derive the cost of capacity on a cost per gallon per day (\$/gal/day) basis. The results are shown in Exhibit 2.

Exhibit 2 – Cost of Capacity

Description	Water	Sewer
Total System Costs	\$ 57,920,028	\$ 53,548,643
Total System Capacity	5.0 MGD	6.8 MGD
Cost of Capacity (\$/gal/day)	\$ 11.58	\$ 7.87

Recommendation

Exhibit 2 presents the maximum cost-justified level of SDCs that can be assessed by the Division: \$11.58 per gallon per day for water and \$7.87 per gallon per day for wastewater. The calculation of the total fee assessed to a new project will occur based on the design flows presented by a project in their capacity letter request, which is a requirement of the project review process both at the State and local level. While the total fee will vary for commercial or larger scale residential units depending on the type of commercial development and the type/intensity (# of units and bedrooms), the based on the maximum design flow cap for single family residential established by the State (360 gallons of water and 210 gallons of wastewater), the maximum SDC for a new single family home would be \$4,170.24 for water and \$1,653.71 for wastewater, or \$5,823.95 total.

Funds collected through this process would be used only for capital renewal or replacement of existing capital infrastructure. It is important to point out that the results shown herein are based on the maximum cost justified amount for the Division's SDCs, as presented in this report. There is no requirement that this maximum amount must be charged, and the calculation only sets an upper limit on the amount that can be currently justified. The Division must determine the amount to be charged based on considerations such as potential revenues to be generated, possible negative impacts on development, maintaining a competitive pricing structure with other regional utilities, and others.

It has been our pleasure working with and supporting the Division in this engagement. Do not hesitate to contact me, at 774-243-0619 or dfox@raftelis.com with any questions.

Sincerely,



Dave Fox
Vice President

¹ The Water Treatment Plant is permitted for a higher flow. This 5.0 MGD capacity is based on an analysis of the maximum sustained average annual daily flow that the Water Plant could sustain and meet State and the more stringent Partnership for Safe Water requirements.
² This represents 80% of the permitted design flow of the Wastewater Plant. The State of Vermont requires that when a plant reaches 80% of its design flow it must plan for and implement capacity expansion. As such, similar to the Water Plant, when evaluating what existing capacity is truly available to new customers, it is important to use this 80% calculation.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: CT Office Submitter: Ashley Parker

Title/Subject: Approve Resolution to Adopt the Impact Fee Administration Regulations

Approval Requested:

☐ Board of Finance

☒ City Council

☐ Both BOF and Council

Meeting Date:

[Click or tap to enter a date.](#)

6/16/2025

[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	Katherine Schad
Mayor's Office	Yes	6/9/2025	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	6/6/2025	Erik Ramakrishnan
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.

Proposed Amendment to Impact Fee Administrative Regulations Section 8.6

Nothing shall prevent the City Council from ~~varying-lowering~~ impact ~~F~~ees ~~or varying~~ and impact fee procedures ~~by development through~~ agreement ~~between the City and an applicant.~~ The City Council's authority under this section extends to, but is by no means limited to, circumstances where an applicant's Land Development includes capital improvements that Impact Fees would otherwise fund.

Resolution Relating to

IMPACT FEES

RESOLUTION 8.2

Sponsor(s): Bd. of Finance

Introduced: 06/16/25

Referred to: _____

Action: adopted as amended

Date: 06/16/25

Signed by Mayor: 06/18/25

CITY OF BURLINGTON

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

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

- 1 That WHEREAS, for the reasons stated in the staff report,
- 2 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby adopts the Administrative
- 3 Regulations attached hereto, and that effective upon the date set forth therein, the previously adopted
- 4 Administrative Regulations relating to impact fees, and the impact fees adopted pursuant thereto, shall have no
- 5 further force and effect.

6
7 ER/Resolutions 2025/*Impact Fees*
8 06/16/25

* * * * *

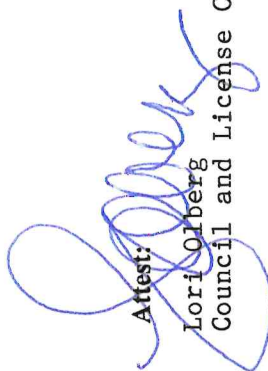
DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

C/T, Ashley Parker

* * * * *

Attest:
Lori Olberg
Council and License Coordinator



ORIGINAL

RESOLUTION RELATING TO

Impact Fees

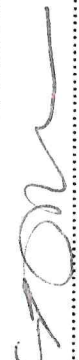
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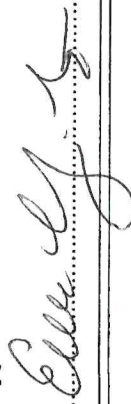
at amended

Adopted by the City Council

June 16, 20 25

 Clerk

Approved..... June 18, 20 25

 Mayor

Vol. Page

Impact Fee Administrative Regulations

Adopted by the City Council on June __, 2025

1.0 Definitions:

1. **Area Median Income, or AMI**, means the median income level specified in Article 9, Part 1 of the City's Comprehensive Development Ordinance, as the same may be amended or renumbered from time to time.
2. **Covered Project** means any Land Development that results in new dwelling units or in new nonresidential building square footage, and which results in an added impact as per the basis of the calculation of the fee. In the case of transportation Impact Fees, the added impact triggering payment of fees is an increase in vehicle trip generation. Notwithstanding the foregoing definition, in the case of water and wastewater Impact Fees, **Covered Project** means any Land Development that entails any construction or expansion of any building, structure, or use, or any change in use, which results in a net increase in Design Flows.
3. **Design Flows** has the meaning given in § 1-803 of the Vermont Agency of Natural Resources Department of Environmental Conservation's Wastewater System & Potable Water Supply Rules, Chapter 1 of the Environmental Protection Rules, as the same may be amended or renumbered from time to time and available here for reference purposes only: <https://dec.vermont.gov/drinking-water-and-groundwater-protection/wastewater-systems-and-potable-water-supply-program-1>.
4. **Impact Fee** has the meaning given in 24 V.S.A. § 5201(3), as the same may be amended or renumbered from time to time and available here for reference purposes only: <https://legislature.vermont.gov/statutes/section/24/131/05201>.
5. **Land Development** has the meaning given in 24 V.S.A. § 4303(10), as the same may be amended or renumbered from time to time and available here for reference purposes only: <https://legislature.vermont.gov/statutes/section/24/117/04303>.
6. **Offsite Public Facilities** means public facilities required as conditions of approval of Land Development that are not on or immediately adjacent to the private land proposed for development.
7. **Rules** means these Impact Fee Administrative Regulations.

2.0 Effective Date & Imposition of Fee: These Rules shall take effect on July 1, 2025. The Impact Fee Administrative Regulations previously updated for Fiscal Year 2023 shall remain in effect until that date.

3.0 Exemptions, Credits & Waivers:

1. Except in the case of water and wastewater Impact Fees, additions to existing dwelling units exclusively for residential purposes shall be exempt from the imposition of Impact Fees.

2. Except in the case of water and wastewater Impact Fees, alterations to an existing use shall be exempt from the imposition of Impact Fees to the extent the alteration occurs within an existing building footprint.
3. Additions to an existing building solely to provide additional means of ingress and egress, such as stair towers, shall be exempt from the imposition of Impact Fees.
4. If applicable, school Impact Fees shall not be required for senior housing projects or for that portion of any project where certain units are reserved specifically for the elderly. Any project, or portion thereof, which meets either state or federal guidelines for age- restricted housing for the elderly shall be deemed a senior citizen housing project and eligible for a full or partial waiver of school Impact Fees.
5. A nonrefundable fee credit shall be given against the total amount of Impact Fees assessed for a Covered Project for any Offsite Public Facilities required of the project. A fee credit shall only be available against a fee category substantially related to the Offsite Public Facilities in question. For example, a credit against water and wastewater Impact Fees shall be given for construction of Offsite Public Facilities for the distribution of potable water or for the collection of wastewater, and a credit against transportation Impact Fees shall be given for construction of right of way or other transportation-related Offsite Public Facilities.
6. Inclusionary housing units provided in accordance with Article 9 of the City's Comprehensive Development Ordinance shall be exempt from the imposition of Impact Fees.
7. In the case of water and wastewater Impact Fees, a project shall be exempt if it does not increase water or wastewater Design Flows, as defined in Rule 1.0.

3.1 Same – Affordable Housing Waivers: For purposes of interpreting this section, reference is made to Article 9, Part 1 of the City's Comprehensive Development Ordinance, as the same may be amended or renumbered from time to time. Any residential project containing affordable, newly constructed, or substantially rehabilitated dwelling units in excess of the minimum required to comply with inclusionary zoning shall be eligible for Impact Fee waivers, as follows:

1. A twenty-five percent (25%) waiver of Impact Fees shall apply for any dwelling unit in a project that initially sells for a price that is affordable for households below ninety percent (90%) of AMI or that initially rents for a three (3) year period for an amount, including utilities, that is affordable for households below seventy-five percent (75%) of AMI.
2. A fifty percent (50%) waiver of Impact fees shall apply for that portion of a residential project that meets both of the following requirements:
 - a. Dwelling units sell for a price that is affordable for households below seventy-five percent (75%) of AMI or rent for an amount, including utilities, that is affordable for households below sixty-five percent (65%) of AMI; and
 - b. Affordability lasts for a period of ninety-nine (99) years.

3. A one hundred percent (100%) waiver of Impact fees shall apply for that portion of a residential project that meets both of the following requirements:
 - a. Dwelling units sell or rent for an amount that is affordable for households below fifty (50%) of AMI; and
 - b. Affordability lasts for a period of ninety-nine (99) years.

For water and wastewater Impact Fees, to request an affordable housing waiver, applicants shall submit an "affordability revision" calculation of Impact Fees with their final allocation request to the Water Resources Division, which shall categorize the number of residential units eligible for each level of waiver. This revision must include verification of the affordability determination from the City's Community & Economic Development Office.

4.0 Calculation of Impact Fees:

1. Transportation Impact Fees are hereby imposed in the amount of One Thousand Two Hundred Three Dollars and No Cents (\$1,203.00) per vehicle trip end generated during the p.m. peak hour, subject to annual inflation adjustments described below. The fee calculation pursuant to this paragraph is more particularly described in Resource Systems Group, Inc.'s ("RSG") 2025 Transportation Impact Fee Study prepared for the City on-file in the Clerk-Treasurer's Office, and is based on the City recouping eligible project costs where eighty percent (80%) of a transportation project is funded by a grant. This fee is based on priority projects identified in the completed nexus study. RSG also provided guidance for how the City Council should consider substitute projects.
2. Water and wastewater Impact Fees shall be calculated based upon an amount per gallon multiplied by a property's Design Flows. Subject to annual inflation adjustments described below, water fees shall be Eleven Dollars and Fifty-eight Cents (\$11.58) per gallon, and wastewater fees shall be Six Dollars and thirty Cents (\$6.30) per gallon, based upon Raftelis Financial Consultants, Inc.'s 2024 Water and Wastewater System Development Fees analysis prepared for the City.
3. The City Council may amend the foregoing fees and adopt other municipal Impact Fees, including for parks, fire, police, library, and schools, by resolution based on recommendations from future evaluations of growth throughout the City.
4. Effective July 1, 2026, and July 1 of each fiscal year thereafter, the Chief Administrative Officer shall update Impact Fees for inflation. Unless otherwise specified by City Council resolution, any increase over the prior twelve months in the Consumer Price Index for All Urban Workers, Northeast Region ("CPI-U, NE"), shall be used as the basis for the adjustment, except that for transportation Impact Fees, the National Highway Construction Cost Index shall be used. The most recently published data shall be used in determining the inflation factor. Thus, for example, if as of July 1, 2026, CPI-U, NE as most recently published by the U.S. Department of Labor is for May 2026, then the increase in CPI-U, NE for the period from May 2025 to May 2026 shall be used as the basis for the inflation factor.

5. The Chief Administrative Officer shall maintain an official version of currently adopted Impact Fees, which shall be publicly available online.

5.0 Time and Place of Payment: Except as otherwise specified in Rules 5.1 and 5.2, Impact Fees must be paid in person to the Department of Permitting & Inspection or online through that department's online permitting platform. For new buildings, Impact Fees shall be paid at least seven (7) days prior to occupancy of a new building or any portion thereof. For existing buildings, fees must be paid prior to issuance of a zoning permit or, if a building permit is required, within thirty (30) days of issuance of the building permit. The Department of Permitting & Inspection shall remit all Impact Fees collected promptly to the Clerk-Treasurer's Office, which shall maintain the fees in a separate, interest-bearing account.

5.1 Same – School Fees: If applicable, the School District may elect to collect its own Impact Fees. If the School District exercises this election, it shall establish its own processes for fee collection.

5.2 Same – Water & Wastewater Fees: Water and wastewater Impact Fees must be paid to the Water Resources Division of the Department of Public Works via that division's permitting platform. For new buildings, Impact Fees shall be paid at least seven (7) days prior to occupancy of a new building or any portion thereof. Water service will not be turned on without payment of the impact fee. For existing buildings, fees must be paid prior to final issuance of a water or wastewater connection permit. The Water Resources Division shall be responsible for maintaining all Impact Fees collected by it in a separate, interest-bearing account.

6.0 Refunds: If the actual costs to the city for the provision of a capital facility category to be funded in part by Impact Fees is less than originally was calculated or if an impact fee is reduced after fees have been collected, the city shall refund that portion of any impact fee and accrued interest which is in excess of the appropriate portion due to the then owner of the property for which the fee was paid, pursuant to state law.

7.0 Distribution & Use of Fees; Accounting:

1. For fees not collected by the Water Resources Division or School District, the Chief Administrative Officer or designee shall maintain a register of the date of payment for each fee collected, the amount paid and the name of the payer, by each capital facility category.
2. Quarterly, the Water Resources Division shall provide the Clerk-Treasurer's Office an accounting of fees collected and expended in a format reasonably acceptable to the Chief Administrative Officer or designee, which shall include the same information as listed in the previous paragraph. The School District shall follow the same accounting procedures if it chooses to collect any currently adopted school Impact Fees.
3. Impact Fees collected under Rule 5.0 shall be distributed to city departments upon authorization of the Chief Administrative Officer or designee. Impact Fees shall be spent within six (6) years of collection or refunded as described in Rule 6.0. Impact Fees shall be used solely for capital projects and, in particular, for projects referenced in the most recent nexus study used as a basis for each fee.

4. Water and wastewater Impact Fees shall be used to support the replacement of infrastructure necessary to maintain existing service levels and to maintain existing capacity or, as necessary or convenient, to support the construction of infrastructure to increase the capacity of water and wastewater systems.
5. A summary of Impact Fee revenues and expenditures shall be included in the City's annual Town Meeting Day report.

8.0 Miscellaneous:

1. If a proposed Land Development project is substantially modified in terms of square footage, a request for an adjustment to Impact Fees may be made by filing a zoning permit application subject to the applicable filing fees. Any adjustment, if approved, is subject to the Impact Fees in effect at the time of the subsequent approval. Any change which increases a project size or impact shall require a new zoning permit and an accompanying adjustment to the Impact Fee amount.
2. Notwithstanding the foregoing, with respect to water and wastewater Impact Fees, in case of a Land Development project modification affecting Design Flows, a request for an adjustment may be made by filing an updated capacity allocation request. An adjustment, if approved, shall be subject to the Impact Fees in effect at the time of the subsequent approval.
3. No Impact Fee rebates shall be authorized for the demolition of an existing building or structure, a reduction in size of an existing building, or a change in the use of an existing building. There are no rebates if one decides to reduce the use of (or is unable to use) one's property for any reason.
4. If an Impact Fee is not paid, in addition to penalties provided by state law or City ordinance, a certificate of occupancy or water resources connection permit may be denied for the property. Failure to pay a water resources impact fee related to an existing building could result in termination of water service.
5. Impact Fees do not replace other fees pertaining to Land Development projects. All applicable permit fees, including but not limited to development review fees, water resources connection review fees, and building permit fees, must be paid.
6. Nothing shall prevent the City Council from lowering Impact Fees or varying impact fee procedures through agreement between the City and an applicant. The City Council's authority under this section extends to, but is by no means limited to, circumstances where an applicant's Land Development includes capital improvements that Impact Fees would otherwise fund.



June 2, 2025

TO: Church Street Marketplace District Property Owners
FROM: Kara Alnasrawi, Director of Business & Workforce Development
RE: **NOTICE OF PUBLIC HEARING – SETTING COMMON AREA FEES FY26**
Monday, June 16, 2025, no earlier than 6:00 PM Burlington City Hall

A public hearing will be held during the regular meeting of Burlington City Council on **Monday, June 16, 2025, no earlier than 6:00 pm**, in person at Contois Auditorium, Burlington City Hall, 2nd floor, 149 Church Street, Burlington, Vermont 05401 or by video conference, accessible by link on the City's website, to be posted no less than 48 hours prior to the hearing on the standards to aid in the determination of common area fees and on the annual common area fees for properties in the Church Street Marketplace District proposed by the Church Street Marketplace Commission.

The Marketplace Commission is proposing a continuation of the current standards, which include a per-square-foot cost based on a building's ground floor square footage and maintaining the per-square-foot cost for FY26 of \$3.02 per square foot for all properties. These properties and their measurements were audited by the City Assessor in FY25:

FY26 Common Area Fees by Taxable Parcel:

https://churchstmarketplace.com/client_media/files/charter/Common_Area_Fees_Taxable%20Parcels_FY26_FINAL.pdf

The list of fees can also be found here: <https://churchstmarketplace.com/marketplace-commission>

The provisions applicable to common area fees can be found in the Burlington City Charter, Title VIII, Section 326, which can be located on the City website.

Any assessed party who feels aggrieved by this proposal may appeal the assessment to the City Council by delivering the appeal, in writing, to the City Clerk at City Hall, 149 Church St., Burlington, Vermont. The written appeal may be delivered by any means but must be received by the City Clerk prior to the public hearing to be considered. Following the public hearing, the Council will make a final determination of the common area fees to be assessed.

For further information please contact:

Kara Alnasrawi
Director of Business & Workforce Development
kara@burlingtonvt.gov
802-238-1910

Resolution Relating to

ALLOCATION METHOD AND STANDARDS FOR
COMMON AREA FEE FORMULA, AND
ESTABLISHMENT OF COMMON AREA FEES FOR THE
CHURCH STREET MARKETPLACE FOR FISCAL YEAR
2026

RESOLUTION_____

Sponsor(s): Councilor Singh
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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

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

That WHEREAS, Sec. 326(a) of the City Charter provides that common area fees may be levied on taxable properties located within the Church Street Marketplace District (“Marketplace”) to defray the expenses incurred by the City of Burlington in connection with the operation, maintenance and repair of the Marketplace; and

WHEREAS, Sec. 326(b) of the City Charter provides that the City Council, after not less than one duly warned public hearing and after considering the advice of the Church Street Marketplace Commission (“Commission”), shall establish standards to aid in the determination of individual common area fees; and

WHEREAS, on March 16, 1992 the City Council resolved that the common area fees for the Marketplace shall be allocated on the basis of total ground floor square footage of buildings within the Marketplace and that this method of allocation shall be fixed in order to provide predictability, stability and foster long term planning and investment by property owners in the Marketplace; and

WHEREAS, pursuant to City Charter Sec. 326, the City Council is obligated to levy such common area fees in the proportion that it judges the properties to be benefited by the construction and/or operation of the Marketplace for the ensuing fiscal year no later than June 15th of each year, and upon 12 days’ notice to interested parties including the time, place and schedule of all proposed common area fees; and

WHEREAS, the Commission, after holding a public hearing on April 16th, 2025 voted unanimously to leave the common area fee for FY 26 unchanged from FY 25; and

WHEREAS, the Commission recommends that the City Council continue to approve the methods and standards used to establish the common area fee formula, and for FY 26 leave the fee unchanged at \$3.02 per square foot resulting in a total amount levied of \$743,499.84; and

WHEREAS, the Church Street Marketplace Department sent out notice of the time and place of the June 16, 2025 hearing, including a complete schedule of all common area fees to the landowners of record in the Marketplace by letter dated June 2, 2025; and

WHEREAS, the City Council, in setting fees has considered the extent to which each property within the Marketplace has been or will be benefited, including the extent to which the fair market value of the property has been or will be enhanced, by virtue of the construction and/or operation of the Marketplace;

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to City Charter Sec. 326(b), hereby re-adopts the existing standards for allocating common area fees, and levies common area fees for the fiscal year beginning July 1, 2025 and ending June 30, 2026 unchanged from the previous fiscal year as recommended by the Church Street Marketplace Commission as set forth in Attachment A and directs the Chief Administrative Officer to record this decision so that the amount assessed remains as a lien in the nature of a tax upon the properties so assessed until paid or otherwise discharged.

KA/EW/Resolutions 2025/Common Area Fees FY26
6/11/25



To: Burlington City Council
From: Church Street Marketplace District Commission
Date: May 21, 2025

Re: Marketplace Commission Fee Recommendations for FY26

As Chairperson of the Church Street Marketplace District Commission, I would hereby like to communicate the following fee suggestions, unanimously passed by the Commission, to City Council for fiscal year 2026:

1) Downtown Improvement District (DID) Fees

The Church Street Marketplace Commission respectfully suggests that DID fees remain unchanged for FY26 at \$0.035 per \$100 in assessed value

2) Church Street Marketplace Common Area Fees

The Church Street Marketplace Commission respectfully suggests that the Church Street Marketplace Common Area Fees remain unchanged at \$3.02 per ground floor square foot.

Sincerely,

Mark Bouchett
Chair, Church Street Marketplace District Commission

Street #	Ground Floor SF	Fee per sq. ft.
		\$ 3.02
1-7	8400	\$ 25,368.00
11-17	5217	\$ 15,755.34
19-21	7054	\$ 21,303.08
23	2079	\$ 6,278.58
25-27	3944	\$ 11,910.88
29-35	18180	\$ 54,903.60
37-43	24196	\$ 73,071.92
49	24904	\$ 75,210.08
57-59	3160	\$ 9,543.20
61-69	4501	\$ 13,593.02
71-75	3875	\$ 11,702.50
81-93	16704	\$ 50,446.08
97	966	\$ 2,917.32
99-101	2310	\$ 6,976.20
103	1870	\$ 5,647.40
107	1200	\$ 3,624.00
111-115	3800	\$ 11,476.00
117	1796	\$ 5,423.92
123-129	8823	\$ 26,645.46
2-10	12353	\$ 37,306.06
12-18	3747	\$ 11,315.94
20-26	3355	\$ 10,132.10
28	1380	\$ 4,167.60
30	1560	\$ 4,711.20
32	1890	\$ 5,707.80
34-36	2108	\$ 6,366.16
38-44	5264	\$ 15,897.28
46-50	4836	\$ 14,604.72
52-54	6016	\$ 18,168.32
56-58	6016	\$ 18,168.32
62	416	\$ 1,256.32
66-78	7004	\$ 21,152.08
80-84	3740	\$ 11,294.80
86-88	1554	\$ 4,693.08
90-96	8372	\$ 25,283.44
98-100	2862	\$ 8,643.24
102	1752	\$ 5,291.04
104-106	2081	\$ 6,284.62
108-110	2640	\$ 7,972.80
112	1560	\$ 4,711.20
116	3070	\$ 9,271.40
180 College	135	\$ 407.70
118-126	3413	\$ 10,307.26
126-130	1440	\$ 4,348.80
132-134	1620	\$ 4,892.40

136-140	3727	\$ 11,255.54
142-144	2548	\$ 7,694.96
146-148	2175	\$ 6,568.50
150	2992	\$ 9,035.84
156-158	1587	\$ 4,792.74
		\$ 743,499.84

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Business & Workforce Development Submitter: Kara Alnasrawi

Title/Subject: Church St. Marketplace Fees Public Hearing

Approval Requested:

- ☐ Board of Finance
☒ City Council
☐ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

6/16/2025

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	6/1/2025	Kara Alnasrawi
Mayor's Office	Yes	6/10/2025	Erin Jacobsen
Board/Commission	Yes	4/16/2025	Unanimous Vote
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	6/5/2025	Emmett Wood
CAO for budget, financing, and memo	Yes	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

ALLOCATION METHOD AND STANDARDS FOR
COMMON AREA FEE FORMULA, AND
ESTABLISHMENT OF COMMON AREA FEES FOR THE
CHURCH STREET MARKETPLACE FOR FISCAL YEAR
2026

RESOLUTION 8.4

Sponsor(s): Councilor Singh

Introduced: 06/16/25

Referred to:

Action: adopted

Date: 06/16/25

Signed by Mayor: 06/18/25

CITY OF BURLINGTON

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

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

1 That WHEREAS, Sec. 326(a) of the City Charter provides that common area fees may be levied on taxable
2 properties located within the Church Street Marketplace District ("Marketplace") to defray the expenses
3 incurred by the City of Burlington in connection with the operation, maintenance and repair of the
4 Marketplace; and

5 WHEREAS, Sec. 326(b) of the City Charter provides that the City Council, after not less than one duly
6 warned public hearing and after considering the advice of the Church Street Marketplace Commission
7 ("Commission"), shall establish standards to aid in the determination of individual common area fees; and

8 WHEREAS, on March 16, 1992 the City Council resolved that the common area fees for the
9 Marketplace shall be allocated on the basis of total ground floor square footage of buildings within the
10 Marketplace and that this method of allocation shall be fixed in order to provide predictability, stability and
11 foster long term planning and investment by property owners in the Marketplace; and

12 WHEREAS, pursuant to City Charter Sec. 326, the City Council is obligated to levy such common
13 area fees in the proportion that it judges the properties to be benefited by the construction and/or operation of
14 the Marketplace for the ensuing fiscal year no later than June 15th of each year, and upon 12 days' notice to
15 interested parties including the time, place and schedule of all proposed common area fees; and

16 WHEREAS, the Commission, after holding a public hearing on April 16th, 2025 voted unanimously to
17 leave the common area fee for FY 26 unchanged from FY 25; and

18 WHEREAS, the Commission recommends that the City Council continue to approve the methods and
19 standards used to establish the common area fee formula, and for FY 26 leave the fee unchanged at \$3.02 per
20 square foot resulting in a total amount levied of \$743,499.84; and

21 WHEREAS, the Church Street Marketplace Department sent out notice of the time and place of the
22 June 16, 2025 hearing, including a complete schedule of all common area fees to the landowners of record in
23 the Marketplace by letter dated June 2, 2025; and

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

* * * * *

WHEREAS, the City Council, in setting fees has considered the extent to which each property within the Marketplace has been or will be benefited, including the extent to which the fair market value of the property has been or will be enhanced, by virtue of the construction and/or operation of the Marketplace;

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to City Charter Sec. 326(b), hereby re-adopts the existing standards for allocating common area fees, and levies common area fees for the fiscal year beginning July 1, 2025 and ending June 30, 2026 unchanged from the previous fiscal year as recommended by the Church Street Marketplace Commission as set forth in Attachment A and directs the Chief Administrative Officer to record this decision so that the amount assessed remains as a lien in the nature of a tax upon the properties so assessed until paid or otherwise discharged.

KA/EW/Resolutions 2025/*Common Area Fees FY26*
6/11/25

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on
CSM

* * * * *

ORIGINAL

RESOLUTION RELATING TO

Allocation Method and Standards for Common Area Fee Formula, and
Establishment of Common Area Fees for the Church Street Marketplace
for Fiscal Year 2026

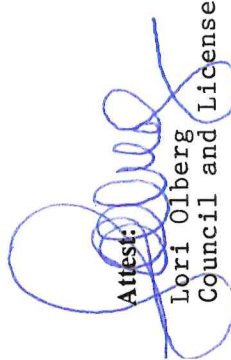
Adopted by the City Council

June 16....., 20 25.....

 Clerk

Approved..... June 18....., 20 25.....
 Mayor

Vol. Page

Attest:

Lori Olberg
Council and License Coordinator



City of Burlington, VT

June 5, 2025

ELO-38Entertainment License -
Outdoor

Status: Active

Submitted On: 6/3/2025

Primary Location61 Main Street
Burlington, VT 05401**Owner**GREAT DEVELOPMENTS LLC
200 BATTERY ST Burlington, VT
05401**Applicant** Elizabetj Trostel
 603-770-2148
 elizabeth@augustfirstvt.com
 149 S Champlain St
Burlington, VT 05401**Establishment Information**** New ****Establishment Name (DBA) * ?**

August First

Establishment Street Address*

61 Main Street

Establishment City, State Zip*

Burlington, VT 05401

Establishment Phone* ?

(802) 540-0060

Establishment Owner (Legal Name) * ?

A1 Bakery LLC

Legal Owner Mailing Street Address*

149 S Champlain Street

Legal Owner Mailing City, State Zip*

Burlington, VT 05401

Contact Person Name* ?

Elizabeth Trostel

Contact Email Address*

elizabeth@augustfirstvt.com

Contact Phone* ?

603-770-2148

Application Information** recommended for approval @
6/11/25 lc mtg lo***Amplified Music***

Yes

Dancing by Patrons*

No

Date of Last Fire Safety Inspection*

01/17/2025

Outdoor entertainment Types; Check all that Apply

Live Instrumental Music

☒

Live Vocal Music

☒

Jukebox / Boom Box / Ipod

☐

Disc Jockey

☐

Karaoke

☐

Floor / Stage Show Entertainment

☐

Floor/Stage Show Entertainment Details:

Check any of the below for which you are applying, and provide additional description in the text box below.

Fashion Show / Trade Show / Exhibition

☐

Readings

☐

Stage Play / Pantomime

☐

Comedian

☐

Dance Performance

☐

Contests / Games / Amusements

☐

Movies

☐

Other ?

☐

Outdoor Entertainment Proposed Days; Check all that Apply

Sunday

☒

Monday

☒

Tuesday

☒

Wednesday

☒

Thursday

☒

Friday

☒

Saturday

☒

Outdoor Entertainment Hours

Sunday Start Time*

9:00 AM

Sunday End Time*

9:00 PM

Monday Start Time*

9:00 AM

Monday End Time*

9:00 PM

Tuesday Start Time*

9:00 AM

Tuesday End Time*

9:00 PM

Wednesday Start Time*

9:00 AM

Wednesday End Time*

9:00 PM

Thursday Start Time*

9:00 AM

Thursday End Time*

9:00 PM

Friday Start Time*

9:00 AM

Friday End Time*

9:00 PM

Saturday Start Time*

9:00 AM

Saturday End Time*

9:00 PM

Changes or Corrections to your License Application

Do you have any changes for this year's application?

*

No

VT Division of Liquor Control Licenses

First Class Liquor License*

No

Second Class Liquor License*

No

Third Class Liquor License*

No

Outside Consumption Permit*

No

Standard Entertainment Permit Conditions

I attest that I have read the standard permit conditions

Digital Signature*

☒ Elizabeth Trostel
Jun 3, 2025

Certification

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

☒ Elizabeth Trostel
Jun 3, 2025



Home (/DLLLicenseManagment/s/)

Application
DLL - Application - 61805

Approve Reject Applicant Action Required Town Payment Received Download

APPLICATION DETAILS

RELATED INFORMATION

Application Information

DLL - Application Id
DLL - Application - 61805

Business Entity Name
Urban Pathways LLC

Applicant Email
[aristote65@gmail.com \(mailto:aristote65@gmail.com\)](mailto:aristote65@gmail.com)

Business Entity Phone
802-363-1466

Renewal Application
Foundational License

Town Fee
0

Application Fee
110.00

License/Permit Location Description

Designated Caterers Details

Days Since Last Modified
0

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ⓘ

URL for Duties ⓘ

Send Approval Email

Location Details

Physical Location Name ⓘ
Bangkok Bistro in the Alley

Physical Location Street 1
36 Thorsen Way

Physical Location Street 2/Unit/Suite

Physical Location City/Town
Burlington

External Status
Application sent to municipality

Town Clerk/ Municipal Jurisdiction
Burlington

Application Type ⓘ
License

Application Category
Tobacco

Application For
Tobacco License

Historical Id
TOBC

Holding Tobacco License

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

New

* recommended for approval @ 6/11/25
lc mte

Location
[LN-034640 \(/DLLLicenseManagment/s/detail/a0Aeq000004ZXJIEAO\)](/DLLLicenseManagment/s/detail/a0Aeq000004ZXJIEAO)

Address of warehouse located in Vermont:

Name Address of Vermont Wholesale Dealer



Application
DLL - Application - 61108

Approve Reject Applicant Action Required Town Payment Received Download

APPLICATION DETAILS

RELATED INFORMATION

New

✓ Application Information

DLL - Application Id
DLL - Application - 61108
Business Entity Name
Citizen Cider LLC
Applicant Email
billing@citizencider.com (mailto:billing@citizencider.com)
Business Entity Phone
8024483278
Renewal Application
Foundational License
Town Fee
0
Application Fee
110.00
License/Permit Location Description
Designated Caterers Details
Days Since Last Modified
0
Estimated time period for alcohol
Name and address from whom you purchase
Renewal Change Indicated
Renewal Change Description
URL for Policies & Procedures ①
URL for Duties ②
Send Approval Email

External Status
Application sent to municipality
Town Clerk/ Municipal Jurisdiction
Burlington
Application Type ③
License
Application Category
Tobacco
Application For
Tobacco License
Historical Id
TOBC
Holding Tobacco Licence
Not Holding Tobacco License
Applicant Action Comments
Town User Approval/Rejection Comments
Quantity of Alcohol required
what purpose this alcohol is used to be
Where is this alcohol to be used

✓ Location Details

Physical Location Name ④
Citizen Cider
Physical Location Street 1
180 Flynn Avenue
Physical Location Street 2/Unit/Suite
Physical Location City/Town
Burlington

Location
[LN-019922 \(/DLLLicenseManagment/s/detail/a0At0000002ZNXCEA4\)](/DLLLicenseManagment/s/detail/a0At0000002ZNXCEA4)
Address of warehouse located in Vermont:
Name Address of Vermont Wholesale Dealer

* recommended for approval
6/11/25 LC mtg QW



Home (/DLLLicenseManagment/s/)

Application
DLL - Application - 61112

Approve

Reject

Applicant Action Required

Town Payment Received

Download

APPLICATION DETAILS

RELATED INFORMATION

Application Information

DLL - Application Id

DLL - Application - 61112

Business Entity Name

Citizen Cider LLC

Applicant Email

billing@citizencider.com (<mailto:billing@citizencider.com>)

Business Entity Phone

8024483278

Renewal Application

Foundational License

Town Fee

0

Application Fee

50.00

License/Permit Location Description

Designated Caterers Details

Days Since Last Modified

0

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

Renewal Change Description

URL for Policies & Procedures ¹

URL for Duties ¹

Send Approval Email

Location Details

Physical Location Name ¹

Citizen Cider

Physical Location Street 1

180 Flynn Avenue

Physical Location Street 2/Unit/Suite

Physical Location City/Town

Burlington

External Status

Application sent to municipality

Town Clerk/ Municipal Jurisdiction

Burlington

Application Type ¹

Permit

Application Category

Tobacco

Application For

Tobacco Substitute Endorsement

Historical Id

TSEP

Holding Tobacco Licence

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

New

* recommended for approval
@ 6/14/25 1c mtz ls

Location

[LN-019922 \(/DLLLicenseManagment/s/detail/a0At0000002ZNXCEA4\)](/DLLLicenseManagment/s/detail/a0At0000002ZNXCEA4)

Address of warehouse located in Vermont:

Name Address of Vermont Wholesale Dealer

CITY OF BURLINGTON

In the Year Two Thousand Twenty-Five

An Ordinance in Relation to

WATER RESOURCES AFFORDABLE RATE SETTING

ORDINANCE _____

Sponsor: DPW – Water Resources
Public Hearing Dates: _____

First reading: _____

Referred to: _____

Rules suspended and placed in all
stages of passage: _____

Second reading: _____

Action: _____

Date: _____

Signed by Mayor: _____

Published: _____

Effective: _____

It is hereby Ordained by the City Council of the City of Burlington as follows:

That Chapter 26, Wastewater, Stormwater, & Pollution Control, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 53 (Wastewater rates and fees; charges) thereof to read as follows:

~~(a)~~—Monthly wastewater rates and fees shall be in accordance with a schedule prescribed by the water resources division of the department of public works and approved by the city council in the city's budget or otherwise, and charges shall be categorized as follows:

~~(a1)~~ Fixed charge. Based on the size of the meter or meters.

~~a. — A fixed meter charge may be temporarily waived in accordance with policies prescribed by the water division of the department of public works and as approved by city council as part of the water resources assistance program.~~

~~(b2)~~ Volumetric charge. Based on the customer classification and the volumetric usage of wastewater upon the premises as measured by the city water meter or as estimated where appropriate by the water division of the department of public works.

And that Chapter 26, Wastewater, Stormwater, & Pollution Control, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 56 (Abatements; credits; refunds), thereof to read as follows:

~~(a) Abatements, credits, and refunds of wastewater rates, fees and charges shall be in accordance with policies prescribed by the water division of the department of public works and approved by the city council. Notwithstanding anything to the contrary in this article, abatements, credits, and refunds of wastewater water rates and fees, including, without limitation, temporary waivers of fixed charges or rate reductions or waivers based upon income, shall be in accordance with policies prescribed by the water resources division of the department of public works and approved by the city council.~~

(b) Any premises to which city water is supplied for manufacturing, commercial, or irrigation purposes, in such a manner that a substantial portion of the same is not returned to the city sewer system, shall be entitled, upon application therefore, to such abatement in the wastewater charge, as the director shall determine to be equitable under the circumstances. Any person dissatisfied with such determination by the director may apply first to the public works commission for an adjustment thereof, and thereafter to the city council whose decision shall be final.

And that Chapter 26, Wastewater, Stormwater, & Pollution Control, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 171 (Establishment of stormwater user fees), thereof to read as follows:

(a) A user fee based on an impervious surface unit (ISU) shall be imposed on every owner of non-exempt developed property within the city. An ISU shall equal one thousand (1,000) square feet.

(b) The city council shall have the authority to set and modify the user fee rates so that the total revenue generated by said charges, and any secondary sources of revenue, shall be sufficient to fund the city's stormwater program.

(c) The city council shall establish, in the city's budget or otherwise, by resolution the monthly rate for each ISU. The monthly user fee for a specific property is determined by multiplying the ISU rate times the number of ISUs on the property.

(d) The only exempt properties under this division are those included within the limits of a railroad track right-of-way (property on which railroad stations, maintenance buildings, or other developed land used for railroad purposes is located shall not be exempt) and those included within the limits of a public road right-of-way.

(e) Notwithstanding anything to the contrary in this division, abatements, credits, and refunds of stormwater user fee and charges, including, without limitation, rate reductions or waivers based upon income, shall be in accordance with policies prescribed by the water division of the department of public works and approved by the city council.

And that Chapter 31, Water, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 61 (Rates and fees; charges), thereof to read as follows:

(a) Monthly water rates and fees shall be in accordance with a schedule prescribed by the water division of the department of public works and approved by the city council in the city's budget or otherwise, and charges shall be categorized as follows:

(1) Fixed charge. Based on the size of the meter or meters.

~~a. A fixed meter charge may be temporarily waived in accordance with policies prescribed by the water division of the department of public works and as approved by city council as part of the water resources assistance program.~~

(2) Volumetric charge. Based on the customer classification and the volumetric usage of wastewater upon the premises as measured by the city water meter or as estimated where appropriate by the water division of the department of public works.

(3) Private fire protection charge. Based on the presence of private fire protection infrastructure, meaning a fire hydrant outside the right-of-way and a service line that feeds a fire protection system.

(4) Other fees and charges related to billing, and administrative and field services, including, without limitation, rates, fees and charges set by the State of Vermont.

(b) Notwithstanding anything to the contrary in this article, abatements, credits, and refunds of water rates and fees, including, without limitation, temporary waivers of fixed charges or rate reductions or waivers based upon income, shall be in accordance with policies prescribed by the water division of the department of public works and approved by the city council.

* Material stricken out deleted.

** Material underlined added.



TO: City Council

FROM: Megan Moir, DPW Division Director – Water Resources
Jessica Lavalette, Director of Finance and Administration – Water Resources

DATE: June 16, 2025

CC: Chapin Spencer, Director of Public Works

RE: FY26 Water Resources Affordability Program Enhancements: 1) First Reading and Referral of Ordinance Changes and 2) Referral of Policy Updates to the TEUC

REQUEST

The Department of Public Works (DPW) and its Water Resources Division (WRD) asks the City Council to waive and approve the first reading of an ordinance that would provide enabling legislation for a policy re Water Resources affordability enhancements. So that the Transportation, Utilities and Energy Committee (TEUC) can review the proposed policy and report back to the City Council about it prior to final adoption, WRD also asks the City Council to refer the current draft of the policy accordingly. In the interest of efficiency, WRD also asks the City Council to suspend the rules to refer the proposed ordinance to TEUC in lieu of the Ordinance Committee.

BACKGROUND

In 2021, Burlington Water Resources Division became the first water resources utility in Vermont to establish an [affordability program for its customers](#). The development of this program came from both a desire on the part of DPW leadership as well as direction set by the [City Council in 2019](#) in response to the on-going need for water, sewer and stormwater rate increases to support investments in aging infrastructure and ongoing operational and regulatory pressures.

The primary features of this affordability program included [bill discounts](#) for the following customers:

- 1) Low-income customers with the [ability to demonstrate income](#) at or below 200% of the federal poverty limit or 50% of the HUD Median Area Income
- 2) Customers 65 years or older who attest that they would experience an economic hardship without the bill discount
- 3) Non-profit housing organizations

To date, the bill discount program has 42 low-income users and 26 seniors enrolled in the program. No non-profit housing organizations have enrolled to date.

Additional features of the program included the inclusion of funding for [rebates](#) for all customers including rebates for:

- 1) Purchase and installation of water sense fixtures
- 2) Video inspections of customers private sewer laterals

To date, the rebate program has provided 209 sewer video rebates and 20 water sense fixture rebates. Minor changes to the rebate program for FY26 (increase in rebate amount to match cost increase for sewer filming and increase the amount of water sense fixture rebate) are planned as part of the FY26 budget.

Lastly, as part of a larger rate restructuring, which included the establishment of fixed and volumetric fee structures and different rates for different types of customers, changes were implemented to support providing low-cost drinking water to lower volume residential users by creating a tiered water rate for single family, duplex and triplex properties. Water usage at or below the median usage for their customer class (e.g. 400 cubic feet or 2992 gallons per month) is charged at a lower volumetric rate.

Affordability Program 2.0

At the time of the 2021 Affordability Program roll out, staff acknowledged that due to the characteristics of how water and sewer service is billed to rental properties (i.e. that most multi-unit rental properties have only one water meter and water service is generally part of rent) that there was not an easy method for providing economic relief support to the rental population of Burlington, despite the awareness that increase water resources rates would be yet another pressure on rental prices. As mentioned at the time, water resources utilities across the country have struggled with this issue with limited examples of viable solutions that would directly benefit low-income renters.

Given the additional significant rate pressures presented by the 2025 Water and Lake Bond proposals (estimated to be up to 89% over 5 years), Council directed the Water Resources Division to work on enhancements to the Affordability Program in the [resolution authorizing the ballot items](#).

As the result of that directive, staff are proposing two enhancements to the affordability program for FY26:

- 1) Addition of a stormwater fee discount for qualified [customers](#) who meet current direct assistance criteria
- 2) Creation of a new, indirect customer assistance program through a partnership with the Burlington Electric Department (BED) which allows Water Resources to directly offset the impact of increasing water resources rates for qualified low-income customers by funding credits that will appear on renter's electric bills

Currently, our understanding is that only one community in the country – Seattle Public Utilities – is using this “indirect assistance” assistance model. This model leverages the fact that, unlike water and sewer service, rental units often have their own electric meter and the electric bill is frequently paid directly by the renter. Through this important and positive collaboration with our sister municipal utility BED, the City will be able to provide assistance to a much larger number of Burlington residents. Note, the indirect assistance program will only be for income qualified customers to align with BED's customer assistance program

These changes will be implemented through an update to the Water Resources Bill Discount Policy (Attachment A). Additionally, changes to the Burlington Code of Ordinances Chapter 26 Wastewater and Stormwater ordinance and the Chapter 31 Water ordinance (Attachment B) are necessary to 1) allow for the discount policy to be applied to the stormwater portion of the fee and 2) allow for modifications to the wastewater and water affordability programs in the future through policy rather than ordinance change by removing reference to the specific nature of the discount provided and referring instead to “policies adopted by Council.”

Based on the relevance of the above changes to the operation and business processes of the Water Resources utility, staff propose that these changes be referred to the Transportation, Energy and Utilities Committee of the City Council for review.

FINANCIAL IMPACTS

Based on our current direct bill discount program enrollment, the addition of the stormwater discount to our direct assistance program increases revenue requirements by approximately \$3,824/year.

Based on the enrollment rates in the BED assistance program, we estimate the following increase to revenue requirements annually for each of the three funds due to the indirect assistance portion of the program:

Water: \$40,814

Wastewater: \$61,314

Stormwater: \$47,676

With the addition of these two features, both direct and indirect assistance customers are estimated to receive a \$16.15/ month benefit under these programs.

Because the Water Resources Division's revenue needs are fixed based on operation and maintenance, capital and debt service costs, the provision of a bill discount to qualifying customers does result in a small increase rate impact for other customers. That said, the WRD was able to prepare a FY26 budget that remained within rate increases projected during the Water and Lake Bond outreach (15.15% previously estimated during bond outreach for FY26) while still including these important affordability updates. Without these FY26 changes, the typical (single family, 400 cubic foot/month usage) non-WRAP customer would have seen an approximate 14.17% increase in their water resources bill. With these important changes, the non-WRAP customer will instead see a 14.93% increase in their bill. This equates to an additional \$0.45/month or \$5.39/year on the water resources charges for non-WRAP customers.

PROPOSED ORDINANCE

The City's Ordinance Code contains specific language about how water, wastewater, and storm sewer services are billed to customers. The wastewater provisions contemplate the adoption of affordability programs by the City Council. To maintain consistency across ordinances governing all three utilities and among the Ordinance Code, the budget resolution, and Council-adopted policies, the City Attorney's Office has recommended that the Ordinance Code be amended to include legislation enabling City Council-adopted policies along the lines proposed. Under the proposed ordinance language, any affordability program would still require City Council approval. The goal is simply to ensure our ordinances are consistent with one another and coherent with other City policies as well as to allow for future changes to the affordability program without having to update the ordinance directly.

TIMELINE

In order for these affordability enhancements to be in effect for usage starting in FY26 (July 1) the updated policy, at a minimum, needs to be adopted before the first bills are issued in late August for July's usage. As such, the TEUC needs to review and recommend adoption of the Bill Discount Policy at their June 24 meeting, so that the Council can approve the policy at the July 14 meeting, ideally, and certainly no later than the August 4 meeting. Furthermore, it would be ideal if the TEUC was able to recommend adoption of the ordinance changes for the July 14 meeting given the requirement to publish changes to the ordinance in a newspaper for a 20 day period.

MOTION

City Council:

1. To waive and approve the first reading of the proposed ordinance regarding Water Resources affordability enhancements and to suspend the rules (2/3 vote) to refer the ordinance to the Transportation, Utilities and Energy Committee (TEUC) in lieu of the Ordinance Committee.
2. To refer to the proposed policy regarding Water Resources affordability enhancements to the TEUC.

Thank you for your consideration of this request.

Bill Discount Program

Clean revision

1. Availability

The Bill Discount Program provides Direct Assistance on the Water Resources bill for low income customers, seniors and certain nonprofit entities. This program also provides Indirect Assistance on the electric bill for low income customers who do not receive an individual water bill from the WRD.

2. Definitions:

- A. Account Holder: An "Account Holder" is defined as either 1) a name listed on the City of Burlington's property database as the owner of record of the property to which the water/wastewater services are provided, or 2) a name that has been approved for addition to the water account as an authorized tenant or property manager per [Burlington Code of Ordinance § 31-19](#).
- B. Eligible Customer: An "Eligible Customer" is an individual or entity that meets the requirements as set forth in §4 (Eligibility).
- C. Fixed Meter Charge(s): A "Fixed Meter Charge" is defined as the water fixed charges and/or wastewater fixed charges, described in BCO §§ 26-53(a)(1) and 31-61(a)(1), based on the size of the meter or meters and listed in the "Water and Wastewater Fixed Charge by Meter Size Schedule," as periodically updated and approved by City Council in the annual budget or otherwise.
- D. Stormwater Flat Fee: A "Stormwater Flat Fee" is defined as the residential stormwater user fee applicable for the account in question, described in BCO 26-171 and 26-172 (a), based on the residential property type.
- E. Low-Income Customer: A "Low-Income Customer" is defined as an account holder already enrolled in an assistance program(s) that defines eligibility by a total gross monthly household income (adjusted for family size) to be at or below 200 percent of the Federal Poverty Guidelines as published by the U.S. Department of Health and Human Services, or 50% of the United States Department of Housing and Urban Development Area Median Income.
- F. Non-Profit Entity: A "Non-Profit Entity" is defined as an Account Holder whose meter(s) provides service to affordable or senior housing or shelters serving unhoused populations and unit occupants do not otherwise qualify for Direct or Indirect Assistance through this program. For entities providing affordable (as opposed to no-cost housing) such entities will be eligible provided they can document to WRD how they will pass on the benefit from participation in the Bill Discount Program to their tenants. WRD will determine, in its sole judgement, what constitutes adequate documentation that the benefit of this waiver will accrue to paying tenants.
- G. Senior Customer: A "Senior Customer" is defined as an account holder who is 65 years or older.

3. Description of Assistance:

- A. Direct Assistance: A customer eligible to receive a waiver under §4 A (Eligibility) of this policy may have their monthly water and/or wastewater Fixed Meter Charge waived and 50% of their Stormwater Flat Fee waived.
- B. Indirect Assistance: A customer eligible to receive a waiver under §4 B (Eligibility) of this policy may have a credit applied to their monthly electric bill that is equivalent to the sum of the 5/8" fixed meter charge for water and wastewater and 50% of the Stormwater Flat Fee for a detached single family home.

4. Eligibility:

- A. To be eligible for Direct Assistance, an individual or entity must meet the following requirements:
 - i. Be the Account Holder;
 - ii. Have a water or wastewater meter that provides service to one residential unit (e.g. single family property, condo, or duplex unit with its own meter), and be able to demonstrate that they are one of the following:
 - 1. A Low-Income Customer, as defined in §2 (Definitions);

2. A Senior Customer, as defined in §2 (Definitions), who attests that having to pay the Fixed Meter Charge(s) would create an economic hardship, meaning they would be unable to pay their water resources bill; or
 3. A Non-Profit Entity, as defined in §2 (Definitions).
- B. To be eligible for Indirect Assistance, an individual must meet the following requirements:
- i. A Low-Income Customer, as defined in §2 (Definitions);
 - ii. Be ineligible for Direct Assistance as defined under §4 Eligibility (A)(ii);
 - iii. Be a Burlington Electric Customer who takes service through BED's Residential Service ("RS" Rate) and receives a bill;
 - iv. Property owner must not participate in Direct Assistance as verified by the WRD.
5. Application & Approval:
- A. Customers must complete and submit an application to WRD. The application must include specified documents to demonstrate that they are an eligible Low-Income Customer, a Senior Customer, or a Non-Profit Entity.
 - B. WRD shall either approve or deny each application received based on completion of information contained in the application and provision of all required supporting documents.
 - C. WRD shall determine if an approved application qualifies for Direct or Indirect Assistance.
 - D. Applicants will be notified by email or regular mail if their application was approved or denied and on what grounds within sixty (60) days of WRD receiving the application.
 - E. Accounts approved for the program will begin having their water and/or sewer Fixed Meter Charge(s) waived on the following billing cycle after the application is approved. A notice of approved application will include the date of when the waiver will be applied to a customer's bill.
 - F. Applications shall include a statement indicating that participant information will only be released to any third party only with a customer's written consent or as may be required by law (including the Vermont Public Records Act).
6. Termination & Renewal: WRD reserves the right to immediately terminate account holder participation in this program for the following reasons:
- A. Removal of the approved account holder's name (e.g., property sale, tenant changeover);
 - B. Death of the approved account holder;
 - C. No longer qualifying for the waiver;
 - i. A customer whose water and/or wastewater Fixed Meter Charge(s) is being waived must report to WRD within thirty (30) day all changes in factors that make would make them ineligible under §4 (Eligibility
 - D. Fraudulent applications or unauthorized use of service (providing water for use at a location other than my primary residence) will result in removal from the program and additional consequences (which shall include back billing).
 - E. Customer may withdraw from this program voluntarily at any time by contacting the WRD.
 - F. WRD may require customers to renew their enrollment in the Bill Discount Program by providing updated eligibility documentation no more frequently than once per year.



Policy for Temporary Waiver of Water and Wastewater Fixed Meter Charge for Low Income and Senior, and Non-Profit Affordable and Senior Housing Customers Bill Discount Program

Mark-up version

- ~~1. Introduction & Authority:~~ Burlington City Ordinances (BCO) permit a fixed meter charge to be temporarily waived in accordance with policies prescribed by the Water Resources Division (WRD) of the Department of Public Works and as approved by City Council as part of the Water Resources Assistance Program. This policy, as enabled by BCO §§ 26-53 (a)(1a) and 31-61 (a)(1a), and as approved by City Council on July 12, 2021, sets forth the rationale, parameters, eligibility, and other details of an assistance program to temporarily waive water and wastewater fixed meter charges for low income and senior customers.
1. Availability
The Bill Discount Program provides Direct Assistance on the Water Resources bill for low income customers, seniors and certain nonprofit entities. This program also provides Indirect Assistance on the electric bill for low income customers who do not receive an individual water bill from the WRD.
2. Definitions:
 - A. Account Holder: An "Account Holder" is defined as either 1) a name listed on the City of Burlington's property database as the owner of record of the property to which the water/wastewater services are provided, or 2) a name that has been approved for addition to the water account as an authorized tenant or property manager per [Burlington Code of Ordinance § 31-19](#).
 - B. Eligible Customer: An "Eligible Customer" is an individual or entity that meets the requirements as set forth in §4 (Eligibility).
 - C. Fixed Meter Charge(s): A "Fixed Meter Charge" is defined as the water fixed charges and/or wastewater fixed charges, described in BCO §§ 26-53(a)(1) and 31-61(a)(1), based on the size of the meter or meters and listed in the "Water and Wastewater Fixed Charge by Meter Size Schedule," as periodically updated and approved by City Council in the annual budget or otherwise.
 - D. Stormwater Flat Fee: A "Stormwater Flat Fee" is defined as the residential stormwater user fee applicable for the account in question, described in BCO 26-171 and 26-172 (a), based on the residential property type.
 - E. Low-Income Customer: A "Low-Income Customer" is defined as an account holder already enrolled in an assistance program(s) that defines eligibility by a total gross monthly household income (adjusted for family size) to be at or below 200 percent of the Federal Poverty Guidelines as published by the U.S. Department of Health and Human Services, or 50% of the United States Department of Housing and Urban Development Area Median Income.
 - F. ~~Non-Profit Entity~~Housing Organization: A "Non-Profit ~~Entity~~Housing Organization" is defined as an Account Holder whose meter(s) provides service to affordable or senior housing living units or shelters serving unhoused populations and unit occupants do not otherwise qualify for Direct or Indirect Assistance through this program. ~~can verify the~~ For entities providing affordable (as opposed to no-cost housing) such entities will be eligible provided they can document to WRD how they will pass on the benefit from participation in the Bill Discount Program to their tenants. WRD will determine, in its sole judgement, what constitutes adequate documentation that the benefit of this waiver will accrue to paying tenants. ~~if domestic non-profit corporation status.~~
 - G. Senior Customer: A "Senior Customer" is defined as an account holder who is 65 years or older.
3. Description of ~~Assistance~~Fixed Meter Charge Waiver:
 - A. Direct Assistance:Applicability: A customer eligible to receive a waiver under §4 A (Eligibility) of this policy may have their monthly water and/or wastewater Fixed Meter Charge waived and 50% of their Stormwater Flat Fee waived. ~~and not applied to their monthly bill.~~

B. Indirect Assistance: A customer eligible to receive a waiver under §4 B (Eligibility) of this policy may have a credit applied to their monthly electric bill that is equivalent to the sum of the 5/8" fixed meter charge for water and wastewater and 50% of the Stormwater Flat Fee for a detached single family home. Temporary nature of fixed meter charge waiver: Enrollment in this program is temporary and customers having their Fixed Meter Charge waived under this policy for the durations described in §6 (Temporary Nature of Waiver and Reapplication) and can be removed as described in §7 (Termination).

4. Eligibility:

B.A. To be eligible for Direct Assistance water and/or wastewater Fixed Meter Charge(s) waiver, an individual or entity must meet the following requirements:

- i. Be the Account Holder;
- ii. Have a water or wastewater meter that provides service to one residential unit (e.g. single family property, condo, or duplex unit with its own meter), and be able to demonstrate that they are one of the following:
 1. A Low-Income Customer, as defined in §2 (Definitions);
 2. A Senior Customer, as defined in §2 (Definitions), who attests that having to pay the Fixed Meter Charge(s) would create an economic hardship, meaning they would be unable to pay their water resources bill; or
 3. A Non-Profit Housing Entity Organization, as defined in §2 (Definitions).

~~—Be able to demonstrate that they are a Low-Income Customer, a Senior Customer, or a Non-Profit Housing Entity Organization.~~

B. To be eligible for Indirect Assistance, an individual must meet the following requirements:

- i. A Low-Income Customer, as defined in §2 (Definitions);
- ii. Be ineligible for Direct Assistance as defined under §4 Eligibility (A)(ii);
- iii. Be a Burlington Electric Customer who takes service through BED's Residential Service ("RS" Rate) and receives a bill;
- iv. Property owner must not participate in Direct Assistance as verified by the WRD.
- ~~iii.v.~~

4.5. Application & Approval:

- A. Customers must complete and submit an application to WRD. For Eligible Customers to have their water and/or wastewater Fixed Meter Charge(s) waived they must first complete and submit an application to WRD. The application must include specified any documents to demonstrate that they are an eligible Low-Income Customer, a Senior Customer, or a Non-Profit Housing Entity Organization.
 - ~~i. WRD shall develop an application reflecting the requirements and elements of this policy and shall post this on their website.~~
- B. WRD shall either approve or deny each application received based on completion of information contained in the application and provision of all required supporting documents.
- C. ~~Incomplete applications and applications not including the requisite documentation will be denied. WRD shall determine if an approved application qualifies for Direct or Indirect Assistance.~~
- D. Applicants will be notified by email or regular mail if their application was approved or denied and on what grounds within sixty (60) days of WRD receiving the application.
- E. Accounts approved for the program will begin having their water and/or sewer Fixed Meter Charge(s) waived on the following billing cycle after the application is approved. A notice of approved application will include the date of when the waiver will be applied to a customer's bill.
- F. Applications shall include a statement indicating that participant information will only be released to any third party only with a customer's written consent or as may be required by law (including the Vermont Public Records Act).

5. Temporary Nature of Waiver and Reapplication:

A. Low-Income Customers and Senior Customers may have their water and/or wastewater Fixed Meter Charge(s) waived for a period of time beginning the following billing cycle after the application is approved and ending on June 30th. A customer must submit another application to WRD in accordance

with the process described in §5 (Application & Approval) to be granted a Fixed Meter Charge(s) waiver for any time past June 30th.

- i. ~~No reapplication will be required for Low-Income Customers and Senior Customers in the first year of having the waiver applied to their account if they are approved between January 1st and June 30th of that calendar year.~~

~~B. Non-Profit Housing Organizations may have their water and/or wastewater Fixed Meter Charge(s) waived for a period of time up to three (3) years, beginning the following billing cycle after the application is approved and ending on June 30th of the third calendar year in which their application was approved.~~

6. Termination & Renewal: WRD reserves the right to immediately terminate account holder participation in this program for the following reasons:
- A. Removal of the approved account holder's name (e.g., property sale, tenant changeover);
 - B. Death of the approved account holder;
 - ~~C. Failure to submit another application by June 30th of each year;~~
 - ~~D.C.~~ No longer qualifying for the waiver;
 - i. A customer whose water and/or wastewater Fixed Meter Charge(s) is being waived must report to WRD within thirty (30) day all changes in factors that make would make them ineligible under §4 (Eligibility), ~~even if the changes occur before the required recertification date.~~
 - ~~D.~~ Fraudulent applications or unauthorized use of service (providing water for use at a location other than my primary residence) will result in removal from the program and additional consequences (which shall include back billing).
 - ~~E.~~ Customer may withdraw from this program voluntarily at any time by contacting the WRD.
 - ~~E.F.~~ WRD may require customers to renew their enrollment in the Bill Discount Program by providing updated eligibility documentation no more frequently than once per year.

~~7. Attachments:~~

- ~~A. Findings in support of the WRD's Policy for Temporary Waiver of Water and Wastewater Fixed Meter Charge for Low-Income and Senior, and Non-Profit Affordable and Senior Housing Customers.~~

CITY OF BURLINGTON

In the Year Two Thousand Twenty-Five

An Ordinance in Relation to

WATER RESOURCES AFFORDABLE RATE SETTING

ORDINANCE _____

Sponsor: DPW – Water Resources
Public Hearing Dates: _____

First reading: _____

Referred to: _____

Rules suspended and placed in all
stages of passage: _____

Second reading: _____

Action: _____

Date: _____

Signed by Mayor: _____

Published: _____

Effective: _____

It is hereby Ordained by the City Council of the City of Burlington as follows:

That Chapter 26, Wastewater, Stormwater, & Pollution Control, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 53 (Wastewater rates and fees; charges) thereof to read as follows:

~~(a)~~—Monthly wastewater rates and fees shall be in accordance with a schedule prescribed by the water resources division of the department of public works and approved by the city council in the city's budget or otherwise, and charges shall be categorized as follows:

~~(a1)~~ Fixed charge. Based on the size of the meter or meters.

~~a. — A fixed meter charge may be temporarily waived in accordance with policies prescribed by the water division of the department of public works and as approved by city council as part of the water resources assistance program.~~

~~(b2)~~ Volumetric charge. Based on the customer classification and the volumetric usage of wastewater upon the premises as measured by the city water meter or as estimated where appropriate by the water division of the department of public works.

And that Chapter 26, Wastewater, Stormwater, & Pollution Control, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 56 (Abatements; credits; refunds), thereof to read as follows:

~~(a) Abatements, credits, and refunds of wastewater rates, fees and charges shall be in accordance with policies prescribed by the water division of the department of public works and approved by the city council. Notwithstanding anything to the contrary in this article, abatements, credits, and refunds of wastewater water rates and fees, including, without limitation, temporary waivers of fixed charges or rate reductions or waivers based upon income, shall be in accordance with policies prescribed by the water resources division of the department of public works and approved by the city council.~~

(b) Any premises to which city water is supplied for manufacturing, commercial, or irrigation purposes, in such a manner that a substantial portion of the same is not returned to the city sewer system, shall be entitled, upon application therefore, to such abatement in the wastewater charge, as the director shall determine to be equitable under the circumstances. Any person dissatisfied with such determination by the director may apply first to the public works commission for an adjustment thereof, and thereafter to the city council whose decision shall be final.

And that Chapter 26, Wastewater, Stormwater, & Pollution Control, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 171 (Establishment of stormwater user fees), thereof to read as follows:

(a) A user fee based on an impervious surface unit (ISU) shall be imposed on every owner of non-exempt developed property within the city. An ISU shall equal one thousand (1,000) square feet.

(b) The city council shall have the authority to set and modify the user fee rates so that the total revenue generated by said charges, and any secondary sources of revenue, shall be sufficient to fund the city's stormwater program.

(c) The city council shall establish, in the city's budget or otherwise, by resolution the monthly rate for each ISU. The monthly user fee for a specific property is determined by multiplying the ISU rate times the number of ISUs on the property.

(d) The only exempt properties under this division are those included within the limits of a railroad track right-of-way (property on which railroad stations, maintenance buildings, or other developed land used for railroad purposes is located shall not be exempt) and those included within the limits of a public road right-of-way.

(e) Notwithstanding anything to the contrary in this division, abatements, credits, and refunds of stormwater user fee and charges, including, without limitation, rate reductions or waivers based upon income, shall be in accordance with policies prescribed by the water division of the department of public works and approved by the city council.

And that Chapter 31, Water, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 61 (Rates and fees; charges), thereof to read as follows:

(a) Monthly water rates and fees shall be in accordance with a schedule prescribed by the water division of the department of public works and approved by the city council in the city's budget or otherwise, and charges shall be categorized as follows:

(1) Fixed charge. Based on the size of the meter or meters.

~~a. A fixed meter charge may be temporarily waived in accordance with policies prescribed by the water division of the department of public works and as approved by city council as part of the water resources assistance program.~~

(2) Volumetric charge. Based on the customer classification and the volumetric usage of wastewater upon the premises as measured by the city water meter or as estimated where appropriate by the water division of the department of public works.

(3) Private fire protection charge. Based on the presence of private fire protection infrastructure, meaning a fire hydrant outside the right-of-way and a service line that feeds a fire protection system.

(4) Other fees and charges related to billing, and administrative and field services, including, without limitation, rates, fees and charges set by the State of Vermont.

(b) Notwithstanding anything to the contrary in this article, abatements, credits, and refunds of water rates and fees, including, without limitation, temporary waivers of fixed charges or rate reductions or waivers based upon income, shall be in accordance with policies prescribed by the water division of the department of public works and approved by the city council.

* Material stricken out deleted.

** Material underlined added.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: DPW-Water Resources Submitter: Megan Moir/Jessica Lavalette

Title/Subject: FY26 Water Resources Affordability Program Enhancements

Approval Requested:

☐ Board of Finance

☒ City Council

☐ Both BOF and Council

Meeting Date:

[Click or tap to enter a date.](#)

6/16/2025

[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.



Office of Mayor Emma Mulvaney-Stanak

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

To: Board of Finance and City Council
From: Emma Mulvaney-Stanak, Mayor
CC: Katherine Schad, Chief Administrative Officer
Joe Turner, City Assessor
Date: June 16, 2025
Subject: FY26 Mayor's Budget Revisions

Background

On June 5, CAO Schad discovered an error that she made in creating the FY26 budget, which overestimated tax revenue associated with commercial property in the amount of \$1.8 million. The error involves the grand list value used to calculate the municipal tax rate, and a miscommunication between the CT Office and the Assessor. For context, Burlington taxes commercial property at 120% of the appraised value. At least as far back as FY13, the revenue associated with the additional 20% of commercial property value has appeared in the budget as non-tax revenue on the line item called "Commercial Tax Assessment."

Each year, the CT Office relies on the Assessor's Office to provide the value of the grand list in order to calculate the municipal tax rate. The CT Office and Assessor's Office did not effectively communicate about the City's past practice of budgeting the additional 20% commercial assessment separately. The result is the Assessor's Office provided a grand list number to the CT office, which was inclusive of the 120% commercial assessed value, but CAO Schad did not realize that. Per past City practice, the CAO added the additional 20% commercial value to the separate "commercial tax assessment" line item. However, as it was already included in the original grand list value, the June 2 version of the FY26 budget inadvertently over-estimated \$1.8M of revenue.

Additionally, yet unrelatedly, the regional programs budget neglected to include \$100,000 for UVM Home Health & Hospice, which had incorrectly been listed as the Visiting Nurses Association. The Mayor's Office will be formalizing organizational agreements and documentation for each contribution given from the City to a community organization through the Regional Programs budget, which has not been a consistent practice in the past. This will prevent confusion for future administrations and staff.

Lastly, we are assessing a proposal from Parks, Recreation, and Waterfront to revamp adult programming. This proposal came in after much of the budget preparation had already been completed. Current analysis indicates that this programming will bring in revenue to support one FTE responsible for coordinating programs.

Budget Modifications

Since discovering this error, we have worked diligently to identify additional reductions and revenue to close the new \$1.8M shortfall. **The solutions still prioritize affordability for residents – a priority for my administration in the FY26 budget. We did so by increasing municipal taxes to \$100/year on the median home value of \$500K**, which is an increase from the \$35/year presented to the City Council on June 2. Combined with the anticipated education property tax decrease expected for most residents, **most residents will still see a net decrease in their property taxes in FY26.**

We are also putting forth a diverse set of solutions to minimize reliance on a few proposed new revenue sources the value of which is not fully known yet, including permitting for anticipated developments and increased gross receipts revenue for the new businesses coming online this summer. The proposed solutions are summarized in the table below.

	Reduction / New Expense	Savings Amount	Dept	Notes
1	Mayor 0% COLA for FY26	\$4,000	Mayor	Mayor does not receive a salary increase in FY26
2	COLA reduction for department heads	\$37,000	All	0% COLA for 6 months and start 3% COLA in Qt 3 of FY26. Enterprise fund department heads would also follow this schedule, but it is not accounted here as their salaries are not paid by the general fund
3	Pause hire of Sr Advisor on Housing until Qt 4	\$75,000	Mayor	Begin housing strategy work with Office of Planning, CEDO existing staff, housing community partners, and Mayor's Office
4	Pause hiring of Deputy City Attorney until Qt 3	\$60,322	CA	
5	Adjust new sworn office head count from 10 to 8 in FY26	\$100,000	BPD	BPD has identified 2 qualified candidates for the upcoming police academy class rather than 4. We are capped at 4 officers in any academy class and can only advance 4 in the spring of 2026. We are still assuming 2 lateral hires. Conservative estimate.
6	I&T reductions	\$25,000		
7	Home Health and Hospice	(\$100,000)	Reg Prog	Reinstate "VNA" funding due to miscommunication w UVM Health Network
	TOTAL	\$201,322		

	Item	Revenue Idea	Dept	Notes
1	Increase Parks/Highway splinter taxes to generate more revenue	\$831,000	DFA	\$100/year increase on \$500K house (up from previously estimated \$35/year increase as presented at 6/2/2025 City Council meeting)
2	Local option sales tax increase from state	\$150,000	DFA	Anticipated increase to local option tax to city due to statutory change in 2025 legislative session. 5% more coming to city from state.
3	Increased Franchise Fee Assumption	\$275,000	DFA	Based on updated FY26 budgeted sales 74% BED and 23% Water

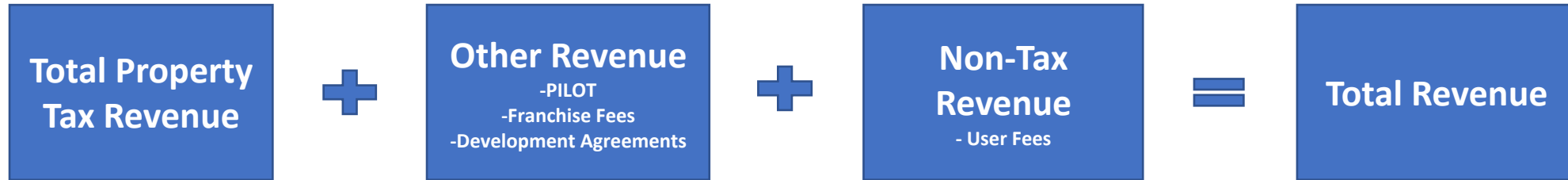
4	CT increased revenue sources	\$450,000	DFA	Conservative estimates for unrealized gain/loss, interdepartmental interest on polled cash, and investment income
5	Reinstate Parks Adult Programming	\$-	Parks	BPRW is working on a proposal to reinstate adult programming with a 3-year plan to cover costs and generate revenue required to sustain the program informed by Council on Aging recommendations. We will reinstate in FY26 with revenue that will cover 1 FTE, so this is proposed as a net zero impact on FY26 budget.
6	Increase fees to Uber and Lyft	\$100,000	Airport	Increase fee by 25 cents for Uber and Lyft
7	Anticipated Development Permits	\$250,000	P&I	Expected permit fees in FY26
8	Anticipated Pilot	\$20,000	CA	
9	New gross receipts	\$200,000	DFA	Expected gross receipts for 170 room hotel opening summer 2025 (conservative estimate)
10	BED payment to general fund	\$10,000	BED	For legal and HR assistance
11	Increase Vacant Building and Code Enforcement Fee Collection	\$10,000	P&I	Increase enforcement/assumptions in FY26 with new ordinance and increase enforcement on code violations (tickets) fee collection
	TOTAL:	\$2,296,000		

Total Savings and New Revenue	\$2,497,322
--------------------------------------	--------------------

Moving Forward

We established the following remedies to prevent errors like this from occurring in the future:

1. The CT Office and Assessor's Office will be creating a policy and procedure to outline the process for submitting detailed grand list figures to inform future budgets.
2. The CAO and Assessor will be meeting with the Mayor to review further actions necessary to prevent such errors from occurring in the future and to ensure proper checks and balances.
3. The "commercial tax assessment" line item in the budget has been eliminated from the general fund budget ledger so it cannot be used in the future.
4. The City Assessor's Office will be moving within the Department of Finance and Administration on July 1 as part of ModernGov Initiative. This will improve coordination and collaboration across entities with the Assessor reporting directly to the CAO and working alongside the Director of Finance and Budget Director.



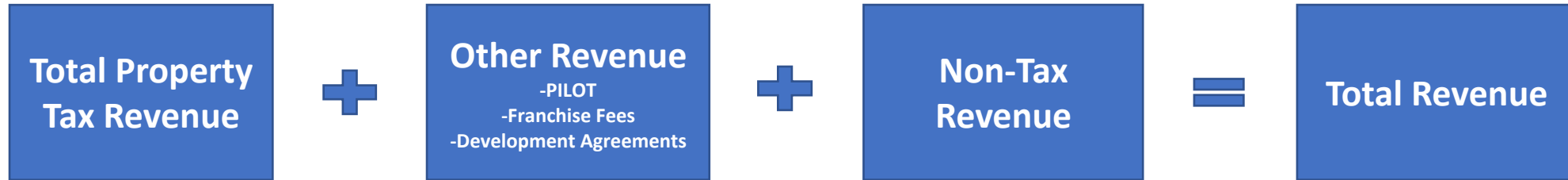
- Grand List Value = Total *Assessed* Property Value minus Property Value Associated with Dedicated Tax Revenues*
- Appraised Value = Fair Market Value as of the last City wide revaluation.
- Assessed Value = The value placed on property subject to taxation at market value or some *legally authorized fraction thereof*.

Burlington, per charter, assesses all non-residential property at 120% of appraised value. The additional 20% would be considered a “legally authorized fraction thereof” and would create an total assessed value.

$$\text{Assessed Property Value} = \text{Appraised Value} + 20\% \text{ Commercial Assessment}$$

The Grand List total, used to set the municipal tax rate, should include (and the FY26 Mayor’s Budget revised version does include) all property including 120% of the value of commercial property.

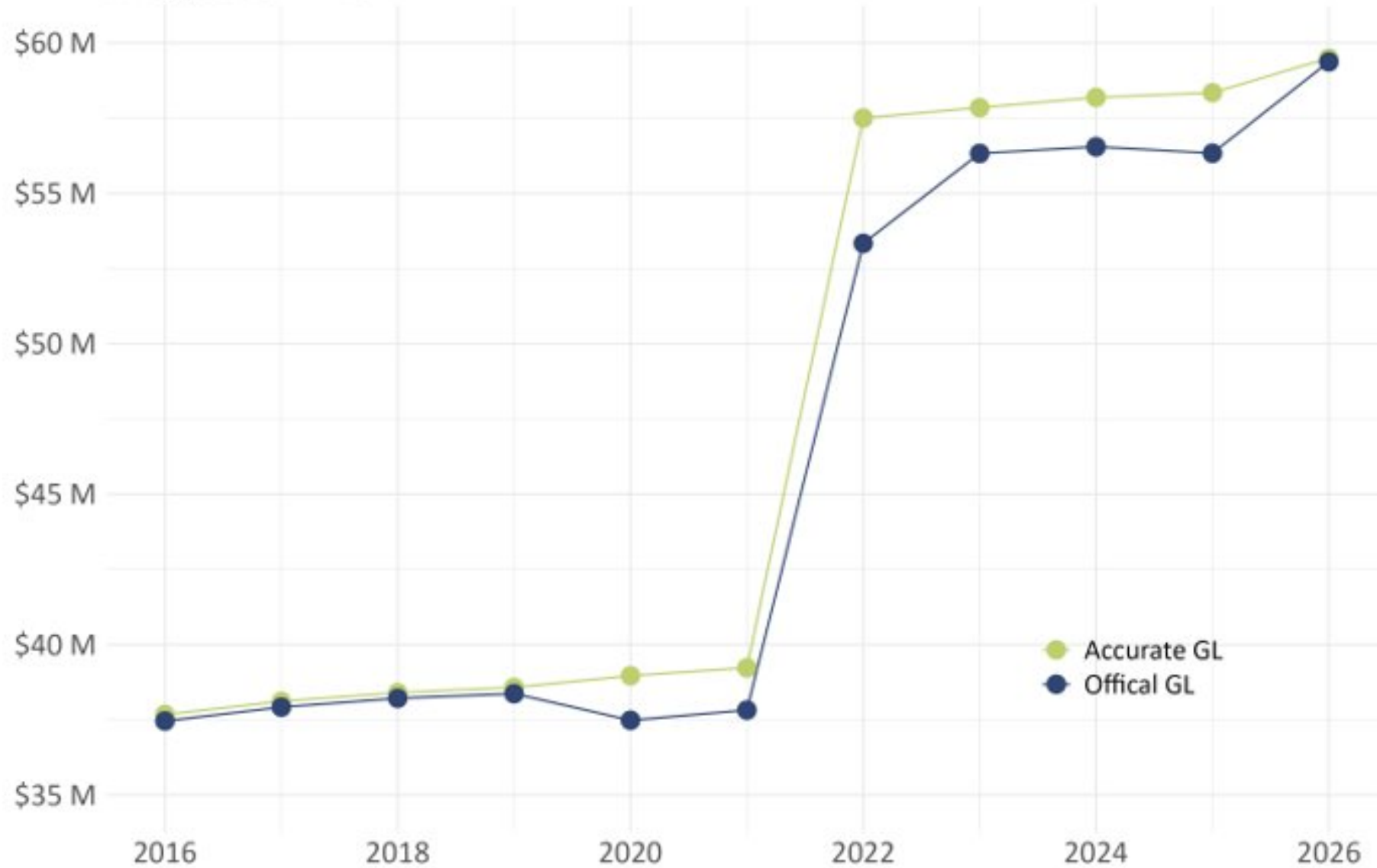
*For Burlington, Value Associated with Dedicated Tax Revenues = TIF Increment



- In previous budgets, the additional 20% assessed value on non-residential property was *not* used to set the rate for **Total Property Tax Revenue**. Instead it was removed and considered **Other Revenue**.
- In the initial budget presented June 2nd the additional 20% commercial value was contained in both **Other Revenue** and **Total Property Tax Revenue**.
- For FY 2026, the past error in calculating the Grand List was fixed, so it now includes 120% of commercial values.

Grand List Discrepancy

3% difference in FY25



As of June 2nd

Using Grand List with 20% Commercial

Description	FY 2026 Budget	Tax Rates
Property Taxes Penny for Parks	\$593,697	0.01
Property Taxes Library Tax	\$296,849	0.005
Property Taxes Police/Fire	\$6,441,613	0.1085
Commercial Tax Assessment		
Property Taxes General City	\$11,588,967	0.1952
Property Taxes Capital Street	\$2,618,204	0.0441
Property Taxes Parks	\$2,968,485	0.05
Property Taxes Bike Path Maint and Improvement	\$0	
Property Taxes Debt Service	\$8,103,965	0.1365
Property Taxes Highway / Streets	\$2,149,183	0.0362
Property Taxes County	\$255,290	0.0043
Property Taxes CCTA	\$2,279,797	0.0384
Property Taxes Open Space	\$231,542	0.0039
Property Taxes Housing Trust	\$593,697	0.01
Property Taxes Retirement	\$11,719,581	0.1974
Total	\$49,840,871	0.8395

Using Grand List without 20% Commercial

Description	FY 2026 Budget	Tax Rates
Property Taxes Penny for Parks	\$593,697	0.0104
Property Taxes Library Tax	\$296,849	0.0052
Property Taxes Police/Fire	\$6,441,613	0.1123
Commercial Tax Assessment		
Property Taxes General City	\$11,588,967	0.2021
Property Taxes Capital Street	\$2,618,204	0.0457
Property Taxes Parks	\$2,968,485	0.0518
Property Taxes Bike Path Maint and Improvement	\$0	0.0000
Property Taxes Debt Service	\$8,103,965	0.1413
Property Taxes Highway / Streets	\$2,149,183	0.0375
Property Taxes County	\$255,290	0.0045
Property Taxes CCTA	\$2,279,797	0.0398
Property Taxes Open Space	\$231,542	0.0040
Property Taxes Housing Trust	\$593,697	0.0104
Property Taxes Retirement	\$11,719,581	0.2044
Total	\$49,840,871	0.8692

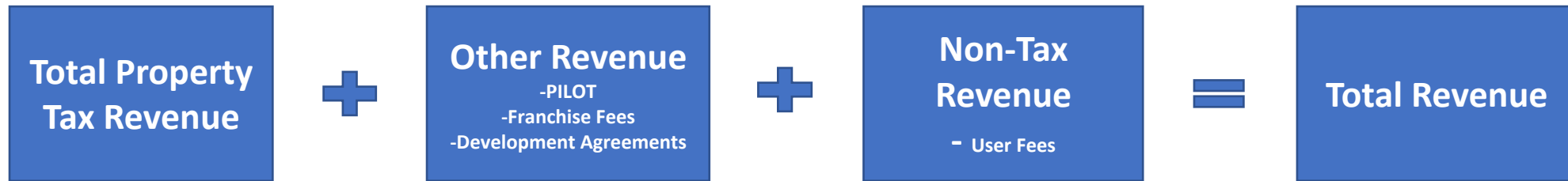
Official Grand List Estimate
\$5,936,970,900

120% Commercial Amount
\$202,948,719

Grand List without Commercial 120%
\$5,734,022,181

Acutal Tax Rate without Commercial 120%
0.8395

Tax Rate if 120% is kept separate
0.8692



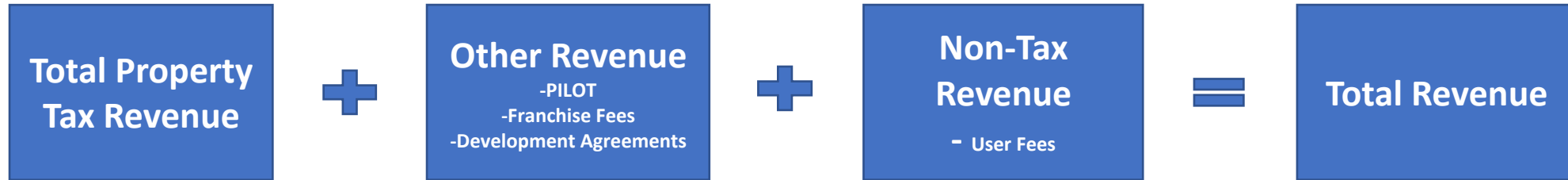
- Grand List Value = Total *Assessed* Property Value minus Property Value Associated with Dedicated Tax Revenues*
- Appraised Value = Fair Market Value as of the last City wide revaluation.
- Assessed Value = The value placed on property subject to taxation at market value or some *legally authorized fraction thereof*.

Burlington, per charter, assesses all non-residential property at 120% of appraised value. The additional 20% would be considered a “*legally authorized fraction thereof*” and would create a total assessed value.

Assessed Property Value = Appraised Value + 20% Commercial Assessment

The Grand List total, used to set the municipal tax rate, should include (and the FY26 Mayor’s Budget revised version does include) all property including 120% of the value of commercial property.

*For Burlington, Value Associated with Dedicated Tax Revenues = TIF Increment



- In the June 2, 2025 version of the FY26 budget, the additional 20% assessed value on non-residential property was *not* used to set the rate for **Total Property Tax Revenue** but it was counted as **Other Revenue**.
- The initial budget presented June 2, 2025 the additional 20% commercial value in both **Other Revenue** and **Total Property Tax Revenue**.
- In the Mayor's revised FY26 budget, the past error was fixed and so now includes 120% of commercial values and it is only included there.

As of June 2nd

Using Grand List with 20% Commercial

Description	FY 2026 Budget	Tax Rates
Property Taxes Penny for Parks	\$593,697	0.01
Property Taxes Library Tax	\$296,849	0.005
Property Taxes Police/Fire	\$6,441,613	0.1085
Commercial Tax Assessment		
Property Taxes General City	\$11,588,967	0.1952
Property Taxes Capital Street	\$2,618,204	0.0441
Property Taxes Parks	\$2,968,485	0.05
Property Taxes Bike Path Maint and Improvement	\$0	
Property Taxes Debt Service	\$8,103,965	0.1365
Property Taxes Highway / Streets	\$2,149,183	0.0362
Property Taxes County	\$255,290	0.0043
Property Taxes CCTA	\$2,279,797	0.0384
Property Taxes Open Space	\$231,542	0.0039
Property Taxes Housing Trust	\$593,697	0.01
Property Taxes Retirement	\$11,719,581	0.1974
Total	\$49,840,871	0.8395

Using Grand List without 20% Commercial

Description	FY 2026 Budget	Tax Rates
Property Taxes Penny for Parks	\$593,697	0.0104
Property Taxes Library Tax	\$296,849	0.0052
Property Taxes Police/Fire	\$6,441,613	0.1123
Commercial Tax Assessment		
Property Taxes General City	\$11,588,967	0.2021
Property Taxes Capital Street	\$2,618,204	0.0457
Property Taxes Parks	\$2,968,485	0.0518
Property Taxes Bike Path Maint and Improvement	\$0	0.0000
Property Taxes Debt Service	\$8,103,965	0.1413
Property Taxes Highway / Streets	\$2,149,183	0.0375
Property Taxes County	\$255,290	0.0045
Property Taxes CCTA	\$2,279,797	0.0398
Property Taxes Open Space	\$231,542	0.0040
Property Taxes Housing Trust	\$593,697	0.0104
Property Taxes Retirement	\$11,719,581	0.2044
Total	\$49,840,871	0.8692

Official Grand List Estimate
\$5,936,970,900

120% Commercial Amount
\$202,948,719

Grand List without Commercial 120%
\$5,734,022,181

Acutal Tax Rate without Commercial 120%
0.8395

Tax Rate if 120% is kept separate
0.8692