



City Council

Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

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To participate in Public Forum in person, sign up at the meeting.

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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 23, 2025 - Regular City Council Meeting - Monday, June 23, 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 6.11. New North End Sidewalk Scoping Report Approval - DPW (per City Engineer Laura Wheelock); add to the consent agenda item 6.23. Reclassification and retitling of Assistant Director of Community Works - BWD; add to the consent agenda item 6.24. Resolution: Release Of Certain Glebe And Perpetual Lease-Land Interests And Revision Of The City Of Burlington Perpetual Lease Land Interests List (Councilor Traverse)(per Assistant City Attorney Sturtevant); remove from the agenda item 2.1(2) Executive Session Re: Burlington Square Contract Negotiations (per Councilor Traverse); and remove from the consent agenda item 6.18. Ordinance: Prohibiting Indecent Exposure and place as deliberative agenda item 7.6 (per Councilor Grant)

2. Executive Sessions

Subject	2.1. (1) Re: Great Streets Main Street Contract Negotiations; (2) Re: Burlington Square Contract Negotiations; and (3) Re: McNeil Commercial Negotiations (15 mins.each)
Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Executive Sessions
Department	Council and Board
Type	Action Procedural
Recommended Action	<u>Updated Motion Language:</u> Motion 1: Move that the Council find that premature general public knowledge of municipal contract negotiations regarding the Great Streets Main Street project would clearly place the City at a substantial disadvantage. Motion 2: Based upon that finding, move that the Council go into executive session to receive confidential communications regarding these contracts, 1 VSA §313(a)(1)(A), including representatives from the Mayor's Office, City Attorney's Office, Department of Public Works, and CEDO. Motion 3: Move that the Council go into executive session to receive confidential communications regarding the negotiating or securing of real estate options related to the McNeil Plant, 1 VSA §313(a)(2) <u>Original Motion Language:</u> Motion 1: Move that the Council find that premature general public knowledge of municipal contract negotiations regarding the Great Streets Main Street project and Burlington Square project, would clearly place the City at a substantial disadvantage. Motion 2: Based upon that finding, move that the Council go into executive session to receive confidential communications regarding these contracts, 1 VSA §313(a)(1)(A), including representatives from the Mayor's Office, City Attorney's Office and any outside legal counsel, Department of Public Works, and CEDO. Motion 3: Move that the Council go into executive session to receive confidential communications regarding the negotiating or securing of real estate options related to the McNeil Plant, 1 VSA §313(a)(2).

3. Public Forum: Time Certain: 6:45 pm **See above for signup instructions**

Subject	3.1. Verbal Comments
Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Public Forum: Time Certain: 6:45 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 23, 2025 - Regular City Council Meeting - Monday, June 23, 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 23, 2025 - Regular City Council Meeting - Monday, June 23, 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 23, 2025 - Regular City Council Meeting - Monday, June 23, 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 23, 2025 - Regular City Council Meeting - Monday, June 23, 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. Communication: Amy Wright, re: thanking Brian Pine

Meeting June 23, 2025 - Regular City Council Meeting - Monday, June 23, 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 6.4. Communication: Michael Abajian, re: To the City Council

Meeting June 23, 2025 - Regular City Council Meeting - Monday, June 23, 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 6.5. Communication: Renny Devine, re: Church St

Meeting June 23, 2025 - Regular City Council Meeting - Monday, June 23, 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 6.6. Conservation Legacy Fund Request - Winooski Valley Park District (WVPD) - BPRW

Meeting June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Consent Agenda

Department Parks, Recreation, & Waterfront

Type Action (Consent)

Recommended Action to approve and authorize the use of the Conservation Legacy Fund for a grant to the Winooski Valley Park District in the amount of \$13,000 for the design/engineering of shoreline erosion mitigation at Derway Cove and Mayes Landing, and to further authorize the Director of Parks, Recreation, and Waterfront to execute a grant agreement memorializing the terms and conditions of the Legacy Fund grant, subject to the review and approval as to form by the City Attorney's Office

Subject 6.7. Request for City Council Initiative Funds for Memorial Auditorium Beautification - BCA

Meeting June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Consent Agenda

Department City Arts

Type Action (Consent)

Recommended Action **Updated Motion Language:**

After consideration of City Council Initiative Funds appropriated for the City Council's "Canada Street" resolution on June 16, 2025 and the Arts So Wonderful Juneteenth Mural on June 23, 2025, approve the remainder of City Council Initiative Funds in FY25 for use on Memorial Auditorium Beautification and authorize CAO to effectuate any budget amendments needed.

Original Motion Language:

to approve the use of \$14,000 from the City Council Initiative Fund for Memorial Auditorium Beautification and authorize CAO to effectuate any budget amendments needed

Subject 6.8. FY25 DPW Commission Annual Report

Meeting June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Consent Agenda

Department Public Works Department

Type Action (Consent)
Information
Report

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

Subject 6.9. Communication: Catherine Z. Davis, President & CEO, Lake Champlain Chamber, re: Impact fees and Gross Receipts

Meeting June 23, 2025 - Regular City Council Meeting - Monday, June 23, 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	6.10. DPW - Technical Services Reorganization
Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 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: ☐ Elimination of the vacant Senior Public Works Engineer position, a Regular, Full-time, Exempt, Non-Union, Grade 22 role in the Technical Services Division of the Department of Public Works. ☐ Creation of a Public Works Transportation Engineer position, a Regular, Full-time, Exempt, Non-Union, Grade 21 role in the Technical Services Division of the Department of Public Works. ☐ Retitling of the Senior Planner position and associated job description updates, a Regular, Full-time, Exempt, Non-Union, Grade 22 role, to Senior Transportation Engineer & Planner a Regular, Full-time, Exempt, Non-Union, Grade 22 role in the Technical Services Division of the Department of Public Works.
Subject	6.11. New North End Sidewalk Scoping Report Approval - DPW **AGENDA ITEM REMOVED PER CITY ENGINEER LAURA WHEELOCK**
Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 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 recommended preferred alternatives for the New North End Sidewalk Scoping Study, as outlined in the staff report
Subject	6.12. Communication: Vrenia Ivonoffski, re: Naming Church Street
Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 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	6.13. Communication: Natalie Jacobs, re: Road Work

Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 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: Shannon Watson, re: Temporary renaming of Church St.
Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 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. Council Initiative Funds Request re: Arts So Wonderful and its Juneteenth mural
Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Council and Board
Type	Action (Consent)
Recommended Action	approve \$869.32 in Council Initiative Funds for Arts So Wonderful and its Juneteenth mural
Subject	6.16. Communication: Shelagh Hooton, re: Renaming Church Street to Canada Street temporarily
Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Communication Action (Consent)
Recommended Action	waive the reading and place the communication on file
Subject	6.17. FIO Documents

Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 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	6.18. Ordinance: Prohibiting Indecent Exposure (Councilor Traverse) **NOW DELIBERATIVE AGENDA ITEM 7.6**
Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Council and Board
Type	Action (Consent) Ordinance - First Reading
Recommended Action	waive the first reading and refer to the Ordinance Committee
Subject	6.19. Ordinance: Gross Receipts Tax (Councilor Traverse)
Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Council and Board
Type	Action (Consent)
Recommended Action	waive the first reading, suspend the rule requiring referral to the Ordinance Committee, and schedule for a second reading on July 14
Subject	6.20. Resolution: Approving Obtaining Standby Letter(s) Of Credit For The City's Workers' Compensation Program (Board of Finance)
Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 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 to approve the attached resolution

Subject	6.21. Resolution: Authorization For Up To \$2,192,700 Step II Loan From Vermont Clean Water State Revolving Fund And For Amended Engineering Contract With Wright Pierce For Up To \$2,192,700 For Main Wastewater Plant Improvements (Stage 1) (Board of Finance)
Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent) Resolution
Recommended Action	to waive the reading and adopt the attached resolution authorizing a Step II \$2,192,700 amended loan from the Vermont Clean Water State Revolving fund and a \$2,192,700 amended contract with Wright-Pierce for the Stage 1 Main Wastewater Plant Improvements project as more specifically set forth in the attached resolution
Subject	6.22. Resolution: Authorization To Accept The Dedication In Fee Of A Portion Of Ledgewood Circle (Board of Finance)
Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Public Works Department
Type	Action (Consent) Resolution
Recommended Action	to approve and recommend that the City Council waive the reading and approve the resolution accepting the street segment known as Ledgewood Circle, as shown in Ex D, subject to review and approval by the City Attorney's Office of any instruments required to effectuate the transactions contemplated hereby
Subject	6.23. Reclassification and retitling of Assistant Director of Community Works - BWD
Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Consent Agenda
Department	Business and Workforce Development
Type	Action (Consent)
Recommended Action	to approve the retitling of the Assistant Director for Community Works to Real Estate Development Manager and to reclassify this position from grade 26 down to grade 23
Subject	6.24. Resolution: Release Of Certain Glebe And Perpetual Lease-Land Interests And Revision Of The City Of Burlington Perpetual Lease Land Interests List (Councilor Traverse)
Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	6. Consent Agenda
Department	Council and Board
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution

7. Deliberative Agenda

Subject	7.1. Indoor Entertainment Permit Application (2025-2026): Devil Takes A Holiday
Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the 2025-2026 Indoor Entertainment Permit Application for Devil Takes A Holiday with all standard conditions

Subject	7.2. Public Hearing: Community Development Block Grant and HOME Investment Partnerships Proposed Allocations for the 2025 Action Plan for Housing & Community Development - CEDO
Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Deliberative Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action Public Hearing
Recommended Action	open the Public Hearing close the Public Hearing

Subject	7.3. City Place ARDA 2.0 Amendment - BWD (20 mins.)
Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. Deliberative Agenda
Department	Business and Workforce Development
Type	Action
Recommended Action	To approve the amendments to the ARDA and authorize the Mayor of the City of Burlington to execute the Third (3rd) amendment to the CityPlace Second (2nd)

Amended and Restated Development Agreement (ARDA 2.0) between the City of Burlington and Cityplace Partners LLC subject to the review and approval of the documents by the City Attorney's Office.

Subject

7.4. FY26 Budget Update - Mayor and CAO

Meeting June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Information

Subject

7.5. Great Streets Main Street - Traffic Mitigation - DPW (30 mins.)

Meeting June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Deliberative Agenda

Department Public Works Department

Type Information
Discussion
Action

Recommended Action

Alternative Motion:
Option 1: Stay the Course
1. In regards to the City Council's Resolution in Support of Local Businesses and a Vibrate, Welcoming, Safe Downtown, adopted as amended on 5/19/25, the City Council does not accept the proposal from S.D. Ireland Brothers Corporation for any traffic control changes and will continue to follow the as executed construction documents.
Recommended Motion:
Option 2: Two-Way Traffic Open Nights & Weekends
1. To authorize the Director of Public Works to execute an amendment to the contract with S.D. Ireland Brothers Corporation in the amount of \$600,000, bringing the total contract value up to \$27,143,720.62. This will be funded with one of the new funding sources noted in the memo rather than the previously authorized project contingency (which consists of \$2,628,795.83, made up by TIF and \$32,541 of Wastewater Capital). This will bring the total authorized amount to \$29,772,516.45 for the Great Streets Main Street project.
2. To authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the above-referenced project expenses and Overall Project Budgets, in substantial conformance with the attached budget transfer request.

Subject

7.6. Ordinance: Prohibiting Indecent Exposure (Councilor Traverse) *was consent agenda item 6.18*

Meeting June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 7. Deliberative Agenda

Department Council and Board

Type Action
Ordinance - First Reading

Recommended Action waive the first reading and refer to the Ordinance Committee

8. Committee Reports

Subject	8.1. Verbal reports
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Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
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Category	8. Committee Reports
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Department	Council and Board
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Type	Information
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9. City Council President - Council Updates (up to 5 mins.)

Subject	9.1. Verbal reports
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Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
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Category	9. City Council President - Council Updates (up to 5 mins.)
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Department	Council and Board
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Type	Information
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10. Adjournment

Subject	10.1. Motion to adjourn
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Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
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Category	10. Adjournment
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Department	Council and Board
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Type	Action Procedural
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Recommended Action	Motion to adjourn
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11. Informational and Non-Discrimination Statements

Subject	11.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Council and Licensing Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.
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Meeting	June 23, 2025 - Regular City Council Meeting - Monday, June 23, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
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Category	11. Informational and Non-Discrimination Statements
Department	Council and Board
Type	Information

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

6/19/2025

	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
14	6/16/2025	Ordinance: Water Resources Affordable Rate Setting	referred to TEUC	not-specified

June 17,2025

Burlington City Councilors
City Hall
Burlington, Vt 05401

By Email

City Councilors and Mayor Mulvaney Stanak:

I am writing to express appreciation for the work that Brian Pine has done for the city of Burlington, and to offer my thanks for his commitment. As a former developer of affordable housing, I worked with Brian for over 30 years, and I am very familiar with his contributions to affordable housing in Burlington.

As CEDO Director and in previous City positions, Brian has been a leader who fully engaged with challenging agencies and competing agendas to secure resources, always looking to deploy them strategically. Affordable housing development and policy involve multi-year efforts that required Brian's commitment, understanding of partnerships, historical knowledge and engagement in community relations. Successful efforts are usually years in the making. It is never enough to just create new housing. A key element in creating a healthy housing market involves the hard work of maintaining affordability so that low and moderate income households can afford to stay in their homes.

Brian has a track record that he can be proud of; he played a major role in insuring that almost 1/4 of our rental housing has affordability requirements. This is something that very few other cities have accomplished and that Burlington will need to fight to maintain.

In doing this work Brian never lost sight of the people in the city who do not always have a voice. I saw first-hand the extra effort he always makes to ensure that the people at Northgate, and his neighbors in the Old North End are acknowledged and respected.

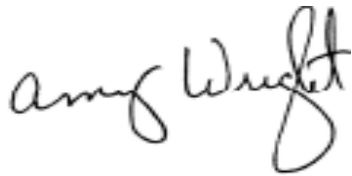
Several years ago, a number of affordable housing providers urged Brian to return to CEDO when it looked like the city would otherwise lose multiple opportunities. Brian stepped up then in challenging conditions.

The City faces a shortage of housing, and we are part of a real estate market that is facing enormous cost escalations and other pressures. Moving an affordable housing agenda is challenging work. From changes to inclusionary zoning to tax policies that encourage new

housing, it takes heart to do this work, and to find paths through the obstacles that stand in the way. Brian embodied this.

I truly believe that the loss of Brian's knowledge and skill will be felt in many ways that may not be anticipated, and that he will be greatly missed. I appreciate having this public opportunity to thank him.

Sincerely

A handwritten signature in black ink that reads "Amy Wright". The signature is written in a cursive, flowing style. The first name "Amy" is written in a smaller, more compact script, while the last name "Wright" is written in a larger, more elaborate script with a prominent loop at the end of the "t".

Amy Wright

Lori Olberg

From: Michael Abajian <mabajian74@gmail.com>
Sent: Wednesday, June 18, 2025 10:30 AM
To: burlingtontownclerk
Subject: To the City Council

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

Dear City Council

What you have just done...renaming Church street "Rue Canada," is a total disgrace, and a waste of time and money. This "Symbolic" gesture, as you say, is nothing but an excuse to vent your own frustration and venom, and an attempt to blame the current situation in Burlington on someone other than yourselves.

If you could have, you would have renamed Church street "Rue Fuck Trump," but that would not have been possible. I have been in this area all my life. My heart has been broken watching the Progressives destroy Burlington.

Mike

Lori Olberg

From: Renny Devine <rennydevine2013@gmail.com>
Sent: Wednesday, June 18, 2025 6:04 AM
To: burlingtontownclerk
Subject: Church St

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

My family migrated to Burlington in the early 1900s. I haven't visited your city in 30 years so my wife and I drove up and visited Church St. What a beautiful street full of business and restaurants. However or visit was soon disappointing. We could not believe how many homeless people and people on drugs were walking around and begging for money. This will be our last trip to the city.



MEMO

Date: June 23, 2025
To: City Council
From: Cindi Wight, BPRW Director and Dan Cahill, City Land Steward
CC: Nick Warner, Executive Director Winooski Valley Park District, Deryk Roach, Parks Division Director, and Scott Gustin, DPI Senior Planner
RE: Conservation Legacy Fund Request – Winooski Valley Park District (WVPD)

PURPOSE

We respectfully request approval for the Winooski Valley Park District (WVPD) to use \$13,000 of Conservation Legacy Funds to support the mitigation of erosion at Derway Cove and Mayes Landing at the Winooski Rivermouth – two contiguous riverfront properties that together with Derway Island create a 156-acre conserved block with two miles of natural shoreline.

BACKGROUND

In 2011, two major storm events (Lake Flood and Tropical Storm Irene) created major floods, heavily impacting the River's End Marina. After rebuilding, the owners realized that the site – located in a floodplain, was no longer viable long-term as a marina. In 2018, supported by grants from Conservation Legacy Fund, Vermont Housing Conservation Board (VHCB), FEMA, and Vermont Community Foundation, WVPD purchased the former Rivers End Marina, removed all buildings, hardscape and the dock system, re-naturalized the site with native plantings and vegetation and opened it as a public park. Deed restrictions and conservation easements were put in place via Lake Champlain Land Trust and VHCB, ensuring that the property remains accessible to the public for outdoor recreation, and protected as a natural area in perpetuity. The overwhelming rebound in wildlife and native vegetation, supported by several rounds of tree and shrub plantings, along with the public enjoyment of the park has been a great success. With the park open to the public and in a remote location, it is difficult to report public usage numbers – however WVPD crews see cars in the lot daily, people fish there daily, and Flynn School regularly uses the site for weekly field trips, UVM students for studies, and canoeists/kayakers for boating.

As a result of two consecutive years of major flooding (2023-4) and multiple physical changes to the Winooski Rivermouth over the years, the shoreline that extends from Derway Cove across Mayes Landing to the Burlington Bike Bridge has been seriously eroded, with an estimated loss of over 20,000 square feet of shoreline so far. This proposal seeks to fund the design/engineering/estimating phase to mitigate the impacts of this erosion using a mix of natural and engineered techniques with the goal of



both re-naturalizing the shoreline and reducing erosion. **BPRW is in full support of this project as the erosion of the riverbank will have long term implications to the bike/ped bridge if not addressed.**

WVPD held a competitive bidding process in which three firms were pre-qualified by WVPD staff and bids solicited, and WVPD selected Watershed Consultants (proposal attached). The solutions recommended by the consultants will in part drive the next phase of work and the funding sources. We anticipate a mix of solutions over a couple of years, some requiring equipment and mobilization, supplemented by hand work by WVPD staff and volunteers.

WVPD staff (supported by volunteers) have spent many hours cleaning the site, re-routing trails, and planting trees and shrubs post-flooding, have trained in Water Quality Inspections and Erosion Control and are working with the City Engineer and others preparing for this project. Lake Champlain Land Trust, co-holder of the Conservation Easement will provide staff and technical support.

WVPD anticipates a mix of funding to complete the project including the CCPRC, Watersheds United Vermont, resources from Lake Champlain Land Trust, additional Conservation Legacy Funds (no more than 40% of the total cost of the project can come from the Conservation Legacy Fund) and in-kind labor. As the project connects to bringing a Legacy Funded project up to a standard, it meets the requirement for use of CLF acquisition funds. No expenses will be drawn down from the City General Fund for the project.

Funding Request Balance Sheet

Expenses		
EXPENSE DETAIL	AMOUNT	NOTES
Engineering/Design of Erosion Mitigation	\$13,000	
Revenue	N/A	
SOURCE	AMOUNT	NOTES
Private Funding	N/A	
Conservation Legacy Fund	\$13,000	
Total	\$13,000	

Legacy Fund Request Amount: \$13,000

Impact to Conservation Legacy Fund

- The balance of the Conservation Legacy Fund as of 6/28/25 is \$1,341,130.

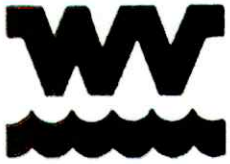


Conservation Legacy Fund Approvals

Based on the requirements for disbursing the funds, the Conservation Board and the Parks Commission must approve the request. The Conservation Board approved the request at their 5/5/25 meeting and the Parks Commission approved at their 6/10/25 meeting. In addition, the Mayor must recommend approval. The Mayor recommended approval on 6/18/25.

City Council Motion:

To approve and authorize the use of the Conservation Legacy Fund for a grant to the Winooski Valley Park District in the amount of \$13,000 for the design/engineering of shoreline erosion mitigation at Derway Cove and Mayes Landing, and to further authorize the Director of Parks, Recreation, and Waterfront to execute a grant agreement memorializing the terms and conditions of the Legacy Fund grant, subject to the review and approval as to form by the City Attorney's Office.



Winooski Valley Park District

Ethan Allen Homestead

Burlington, Vermont 05408

Tel: (802) 863-5744 Email: info@wvpd.org www.WVPD.org Fax: (802) 865-0647



Date: 6/5/25

To: Burlington City Council

From: Nick Warner, Winooski Valley Park District

Cc: Cindi White, Dan Cahill; Tim Larned; Lauren Chicote

Re: Application to Burlington Conservation Legacy Fund

Attached please find WVPD's application for funding supporting the design phase of a project to mitigate shoreline erosion issues at Derway Cove and Mayes Landing. This application has been recommended for approval from the Open Space Committee and Conservation Board, and we seek final approval so we can commence work.

WVPD has conducted a competitive bidding process, and have retained Watershed Consulting to perform the work, pending the acquisition of funding.

The following documents are included for your review:

- Burlington Conservation Legacy Fund Application
- Area Map with Project Location Shown
- Request for Cost Estimate
- Scope of Services from Watershed Consulting (in response to above Request for Cost Estimate)
- Site Photos of Project Area (5 pages)
- Pedestrian Bridge Inspection Report

Thank you for your consideration.



Winooski Valley Park District

Ethan Allen Homestead

Burlington, Vermont 05408

Tel: (802) 863-5744 Email: info@wvpd.org www.WVPD.org Fax: (802) 865-0647



Date: 3/11/25
To: Scott Gustin
From: Nick Warner, Winooski Valley Park District *NW*
Cc: Dan Cahill; Tim Larned; Lauren Chicote
Re: Application to Burlington Conservation Legacy Fund

Attached please find WVPD's application for funding supporting the design phase of a project to mitigate shoreline erosion issues at Derway Cove and Mayes Landing. We have conducted a competitive bidding process, and have retained Watershed Consulting to perform the work, pending the acquisition of funding.

We had considered bundling the entire project (design, permitting, construction) into a single BCLF application. However, due to the wide range of potential costs and techniques recommended and the need for solutions that both stabilize the shoreline and replicate natural conditions - we chose to divide the project into two phases. If we are successful in acquiring funds for this phase, and the design and permitting review is successfully completed, our intent is to return to BCLF to fund the construction portion of the project.

The following documents are included for your review:

- Burlington Conservation Legacy Fund Application
- Area Map with Project Location Shown
- Request for Cost Estimate
- Scope of Services from Watershed Consulting (in response to above Request for Cost Estimate)
- Site Photos of Project Area (5 pages)
- Pedestrian Bridge Inspection Report

We look forward to discussing this with the Conservation Board – meanwhile, please let me know if you require additional materials/clarification.

Burlington Conservation Legacy Program

Department of Parks, Recreation, & Waterfront
645 Pine St, Suite B
Burlington, VT 05401
www.enjoyburlington.com
Telephone: (802) 864-0123



Burlington Conservation Legacy Program Fund Application

Property Owner Name Winooski Valley Park District

Owner Address 1 Ethan Allen Homestead (permit address: 820 North Avenue)

Owner Phone 802-735-5892 day same evening

Contact Person Name Nick Warner

Contact Address same

Contact Phone same day same evening

CLP Grant Funds Requested \$13,158

Property Address & Acreage Derway Cove (3090 North Avenue/Mayes Landing (130 North Cove Rd.) approx. 3 contiguous acres

(Please attach map of your property, include location map and major property features such as wooded areas, developed areas, wetlands, etc.)

Please describe the proposal *(Attach extra sheet as needed)*

As a result of two consecutive years of major flooding and multiple physical changes to the Winooski river mouth over the years, the shoreline that extends from Derway Cove across Mayes Landing to the Burlington Bike Bridge has been seriously eroded – and continues to degrade. This proposal seeks to fund the design/engineering/estimating phase to mitigate the impacts of this erosion using a mix of natural and engineered techniques with the goal of both re-naturalizing the shoreline and reducing erosion. After a competitive bidding process, WVPD wishes to acquire this grant and award a contract to Watershed Consultants (proposal attached).

General Property Characteristics:

Do you wish to sell the property outright or continue to own it and establish a conservation easement?

N/A: the property is conserved via LCLT and VHCB easements

Who will own the property or conservation easement? N/A

What other funding sources and partners are committed to this project?

WVDP's staff time – to date over 20 hours on this specific issue – and significantly more staff and volunteer time cleaning the site and re-routing trails after flooding - is supporting the project. WVDP staff has trained in Water Quality Inspections and Erosion Control and is working with the City Engineer and others preparing for this project. Lake Champlain Land Trust, co-holder of the Conservation Easement, will provide staff and technical support, and leverage resources going forward.

What's the fair market value as determined by a professional appraiser? N/A

Is the land contiguous with other conserved land? If yes, briefly describe that parcel.

Mayes Landing, Derway Cove, and Derway Island are all contiguous riverfront properties that together create a 156-acre conserve block and two miles of natural shoreline.

What threats, if any, face the land? Flooding, invasive species, overuse, erosion, re-routing of the river over time

What is the current use of the property? Public park/natural area (use will not change)

What is the intended use of the property? Public Park/natural area (continued use)

Is the title to the property free of encumbrances that would defeat the conservation goals of the transaction or subject the City of Burlington to undue legal risk?

Deed restrictions are in place via Lake Champlain Land Trust and VHCB, ensuring that the properties remain accessible to the public for outdoor recreation, and protected as a natural area in perpetuity.

Are there other legal issues surrounding the transaction that would subject the City of Burlington to undue financial costs or risks? N/A

Does the property contain any hazardous waste sites, significant trash dumps, fire hazards, polluted water courses or bodies that would present legal risk or burden to the City of Burlington or defeat the conservation purposes of protecting the property? No, however we anticipate finding rubble from previous fill placed by the former marina

Open Space Land Values:*(Check all that apply.)***Natural Values**

- ×Forest Community
- ×Other Natural Communities
- ×Important Plant Habitat
- ×Important Wildlife Habitat
- ×Lake or River Shoreline
- ×Wetland
- ×River/Wetland Buffer Zone
- Important Geological/Soil Features
- ×Wildlife Travel Corridors
- Natural Heritage Program Sites
- XUnique Topography
- ×Floodwater/Stormwater Treatment
- ×Potential Restoration Area

Working Values

- Agricultural Potential
- Current Agricultural
- Working Forest

Open Space Types:*(Check all that apply.)*

Is all or a portion of the property identified in the city's Open Space Inventory?

- ×Yes
- No
- Unknown

Does the property include one or more of the following features or locations?

- Lake Champlain Shoreline
- ×Winooski River Corridor/Intervale
- Englesby Brook/Watershed
- Centennial Woods/Brook
- Vermont Natural Heritage Site
- Neighborhood Green Space
- Urban Waterfront
- ×Recreational Linkage
- Community Garden

Scenic Values

- X Vista
- x Viewshed
- ×Greenway

Recreational & Educational

- ×Public Park
- ×Trails
- ×Passive Recreational Activity
- ×Educational Resource

Historical, Cultural, Archaeological Values

- Archaeological Site
- Historic/Cultural Site
- National Register

Other Urban Open Space Values

- ×Access/Connectors to Protected Areas
- Greenbelts
- ×Community Open Space
- Stormwater Retention
- Community Garden

For assistance contact:

Dan Cahill, Land Steward
Burlington Conservation Legacy Program
Burlington Parks, Recreation, & Waterfront
645 Pine Street, Suite B
Burlington, VT 05401
dcahill@burlingtonvt.gov

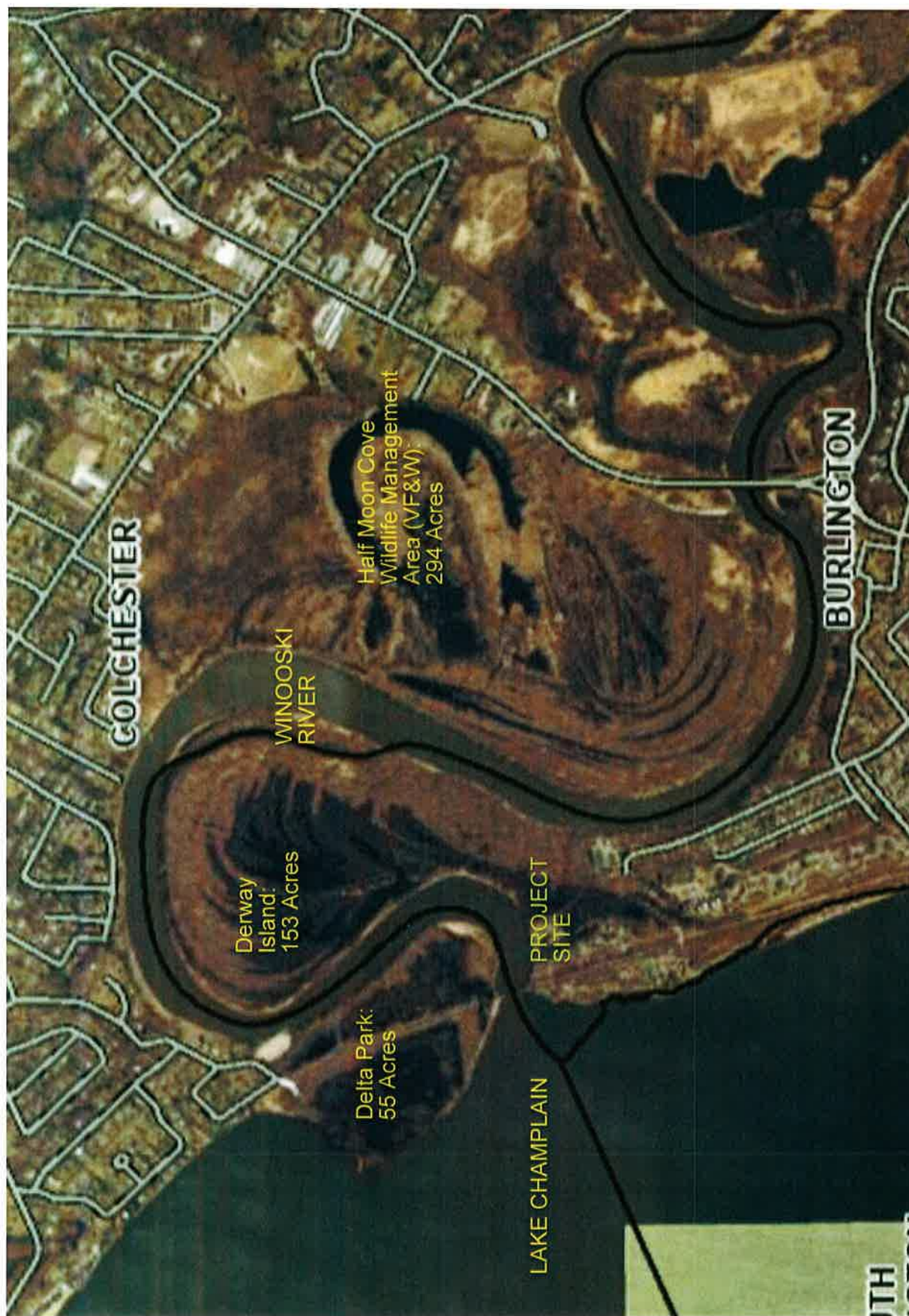
Budget Sheet

Project Budget

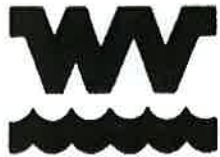
- **CLP grant funds requested: \$13,125**
- **Values of other funding sources (optimally 60% of total): \$8,000**

Task	Funding Source	Deliverable	Amount
Create engineering design and cost estimate for mitigation of erosion at Mayes/Derway (Watershed Consulting)	BCLF	Report with drawings, scope of work, permit review, and construction cost estimate	\$13,125
Supervise project, obtain permits, secure funding, leverage donated services/materials, finalize permits, mobilize volunteers for plantings/other site work	WVPD in-kind	Completed design project with project estimates, materials/commitments made to support construction, initial permitting in place, site preparation complete	\$20,000 (in-kind equivalent and cash)

- **Total cost of project: \$33,125**



AREA MAP SHOWING PROJECT SITE AND ADJACENT PROTECTED AREAS



Winooski Valley Park District

Ethan Allen Homestead

Burlington, Vermont 05408

Tel: (802) 863-5744 Email: info@wvpd.org www.WVPD.org Fax: (802) 865-0647



COST ESTIMATE REQUESTED: DESIGN/ESTIMATING/ PERMIT REVIEW SERVICES MITIGATION OF SHORELINE EROSION

Your firm has been pre-qualified to respond to this request. The Winooski Valley Park District (WVPD) seeks a cost estimate from your firm for design, permit review, and construction cost estimating services for the restoration of shoreline at Derway Cove and Mayes Landing parks in Burlington Vermont.

WVPD has identified a grant funding source that could provide funds for project design and implementation and is crafting a plan to conduct the work. **WVPD anticipates a “hybrid” approach effective at reducing shoreline erosion, while mimicking natural conditions at the lowest reasonable cost.**



This image shows the “eroded areas” at Derway Cove and Mayes Landing (both owned by WVPD). **The project will NOT include mitigation measures at the Bike Bridge abutment, which will be addressed by the City of Burlington with standard riprap.** The project, once ready for the field, will require coordination with the City Engineer to ensure that the two efforts merge well during construction.

WVPD has your qualification packet (thank you!). **At this juncture, all that is required to respond to this request is a cost estimate for:**

- Creation of drawings and scope of work for installing erosion control/shoreline protection measures;
- Consultation with applicable local, state and - if necessary – federal permit agencies for preliminary guidance on the need for permitting;
- Developing construction cost estimates for installing the measures;
- Attendance at three one-hour meetings.

A lump sum or “not to exceed” price is desirable, with a breakdown of specific staff hours. WVPD intends to move forward with his project but cannot guarantee that a contract will be awarded as funding is subject to approval by the funder.

Please submit your response by Monday, March 10th at 12:00 PM via email to nickwarner@wvpd.org. Questions can be submitted to the same email address.

Scope of Services Quotation



To: Nick Warner, Executive Director, Winooski Valley Park District

From: Andres Torizzo, Watershed Consulting

Date: March 10, 2025

Re: *Shoreline Restoration at Derway Cove and Mayes Landing*

Dear Nick,

Watershed Consulting is pleased to submit the following quotation for engineering design and estimating services for mitigation of shoreline erosion for the Winooski Valley Park District (WVPD) along the Derway Cove and Mayes Landing area. The requested quotation was prepared with the assumption that no scour armoring design for the bridge abutments or bike path embankment will be included in the design. The design will focus on non-hardscape stabilization methods and the design products will contain a basic level of detail sufficient to communicate the design to a qualified contractor but will not constitute a bid-ready 100% engineering design. These scope specifications were developed through communication with the Winooski Valley Parks District.

The following tasks will be included:

- Creation of drawings and scope of work for installing erosion control/shoreline protection measures;
- Consultation with applicable local, state and - if necessary – federal permit agencies for preliminary guidance on the need for permitting potentially including site visits;
- Developing construction cost estimates for installing the measures;
- Attendance at three one-hour meetings.

The proposed cost estimate for this work, included as an hourly breakdown in the table below, is \$13,158.

P.O. Box 4413 Burlington VT 05406 | www.watershedca.com | info@watershedca.com | 802.497.2367

Sincerely,

Andres Torizzo
Principal

BURLINGTON CONSERVATION LEGACY GRANT APPLICATION: SHORELINE MITIGATION DESIGN

SHORELINE MITIGATION DESIGN: PROJECT AREA



This image was taken as waters began to rise in 2023 during the first of three major floods that caused significant erosion/damage to the shoreline at Mayes Landing and Derway Cove Parks.

BURLINGTON CONSERVATION LEGACY GRANT APPLICATION: SHORELINE MITIGATION DESIGN



This image from 2018 facing upriver from Derway Cove shows a relatively stable shoreline and emerging vegetation.



The 2023 flood carved away an estimated 20,000 square feet of shoreline, and several large trees that were providing stabilization for the bank.



Post 2023 flood, WVPD relocated the trail and introduced some planting to stabilize the new shoreline. The 2024 flood - exactly one year later - further eroded the shoreline.

BURLINGTON CONSERVATION LEGACY GRANT APPLICATION: SHORELINE MITIGATION DESIGN



Prior to the floods of 2023-4, the shoreline had become relatively stable, with mature trees, small stone, brushy vegetation and woody debris providing support.



That stability was completely undermined by the two floods, completely dislodging the large trees and vegetation that were in place.



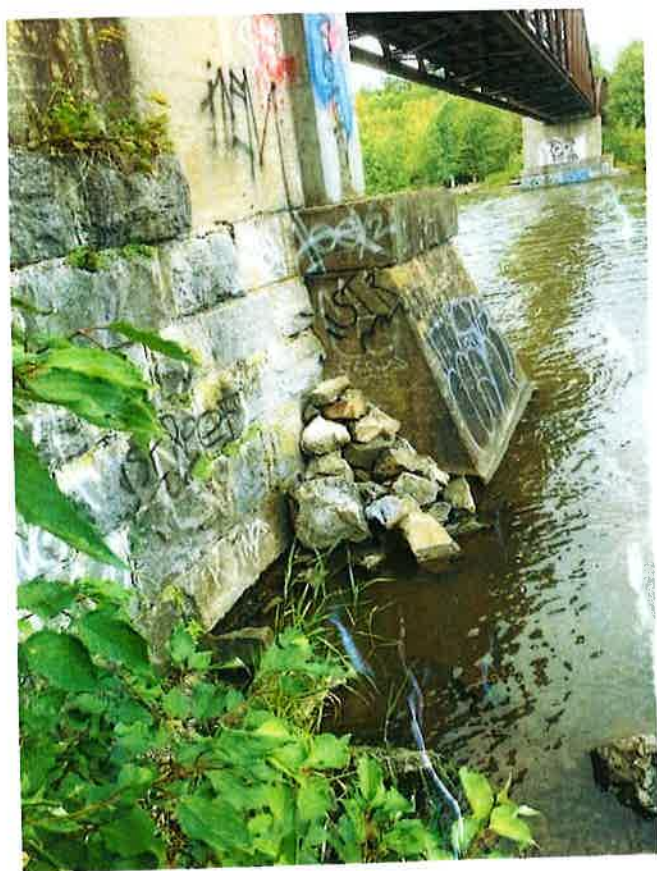
BURLINGTON CONSERVATION LEGACY GRANT APPLICATION: SHORELINE MITIGATION DESIGN



These images were taken immediately after the floodwaters receded. Much of the material has washed away.



BURLINGTON CONSERVATION LEGACY GRANT APPLICATION: SHORELINE MITIGATION DESIGN



Mayes Landing (above) has been severely impacted. The bike bridge abutment (left), directly adjacent to Mayes, will be addressed by the City of Burlington separately with large riprap stone.



INSPECTION SUMMARY

2024 Pedestrian Bridge Inspection Report	
Bridge Name:	Bike Path Bridge over Winooski River
Bridge Status:	No immediate action required, see recommendations below
Inspected by:	Laura Wheelock, PE
Inspection date:	10/17/24
Lake Data:	57 deg F Elev = 94.3ft (NAVD 1988) USGS

Condition:

- Substructure: 6 – Satisfactory

Key Findings:

- Southern Abutment no evidence of scour or undermining

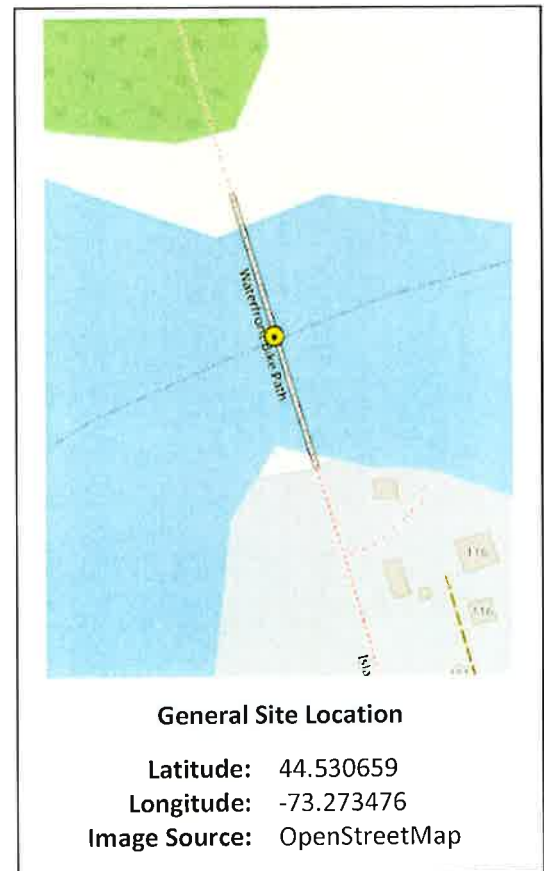
Maintenance Recommendations:

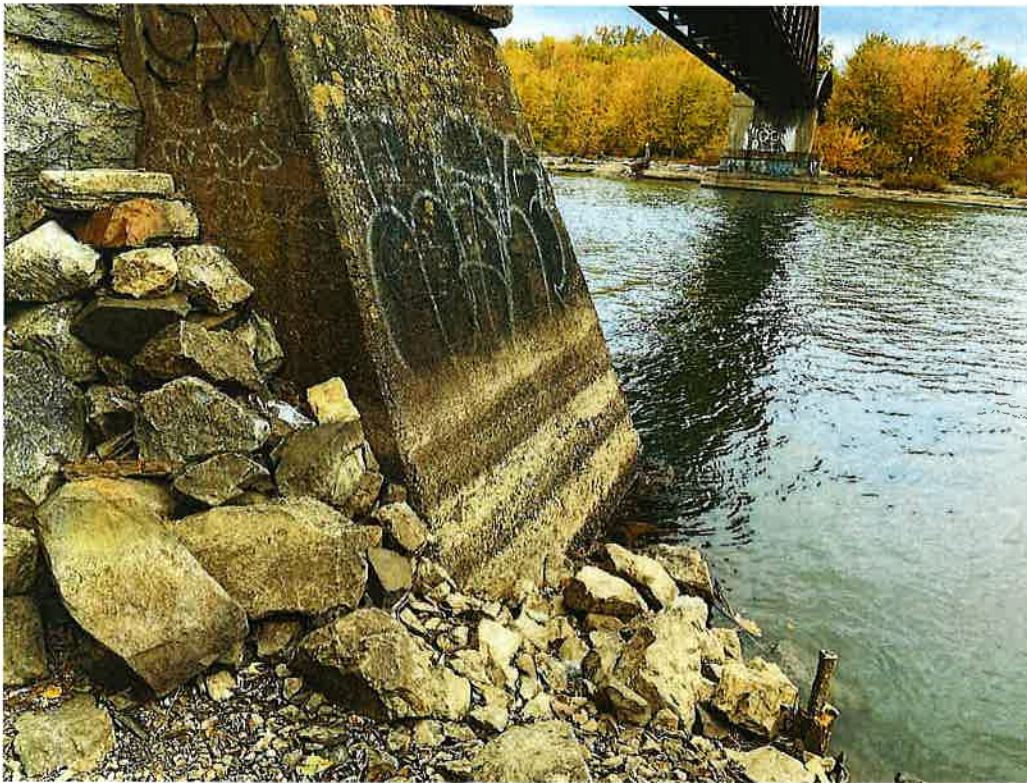
- Add larger stone around abutment proximate to the channel between the low water and high water lines to protect abutment from possible scour. Presently there is sand which has infilled following three high water/flooding events. Sand while structurally stable for the abutment, is subject to movement easily.

Photos

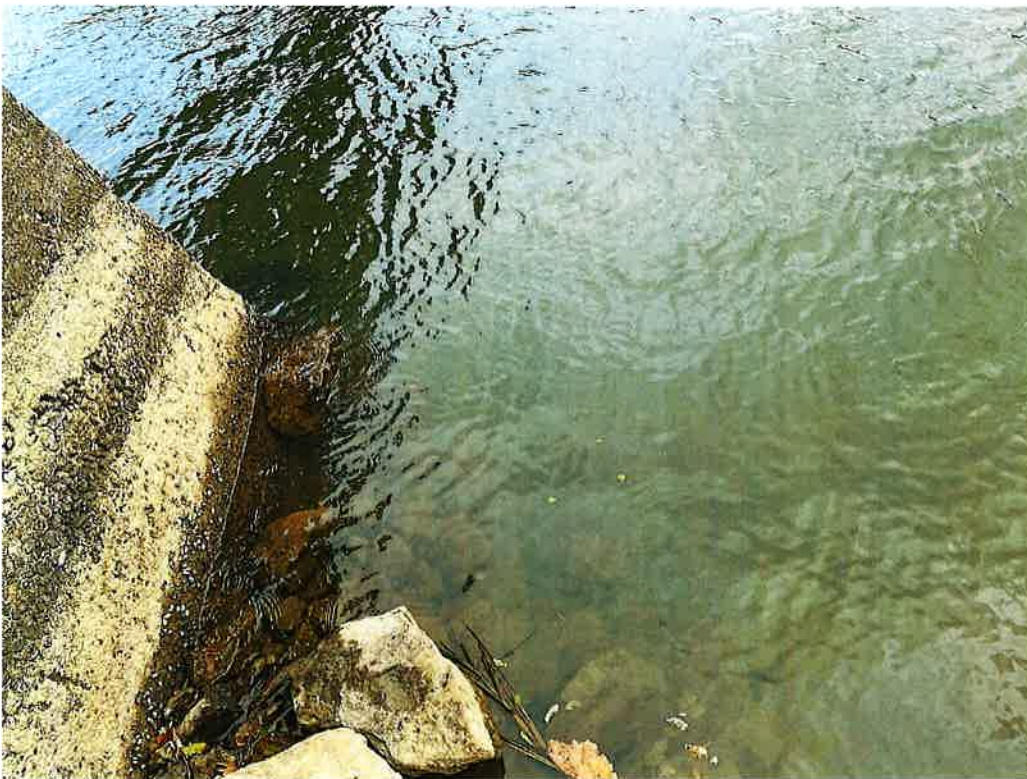


Bridge from southern abutment looking north.





Southern Abutment – Upstream. Granular material above and below waterline. Stone is primarily 1' diameter or smaller.





Southern Abutment – Downstream – Fill is small granular material covered in fine sand.

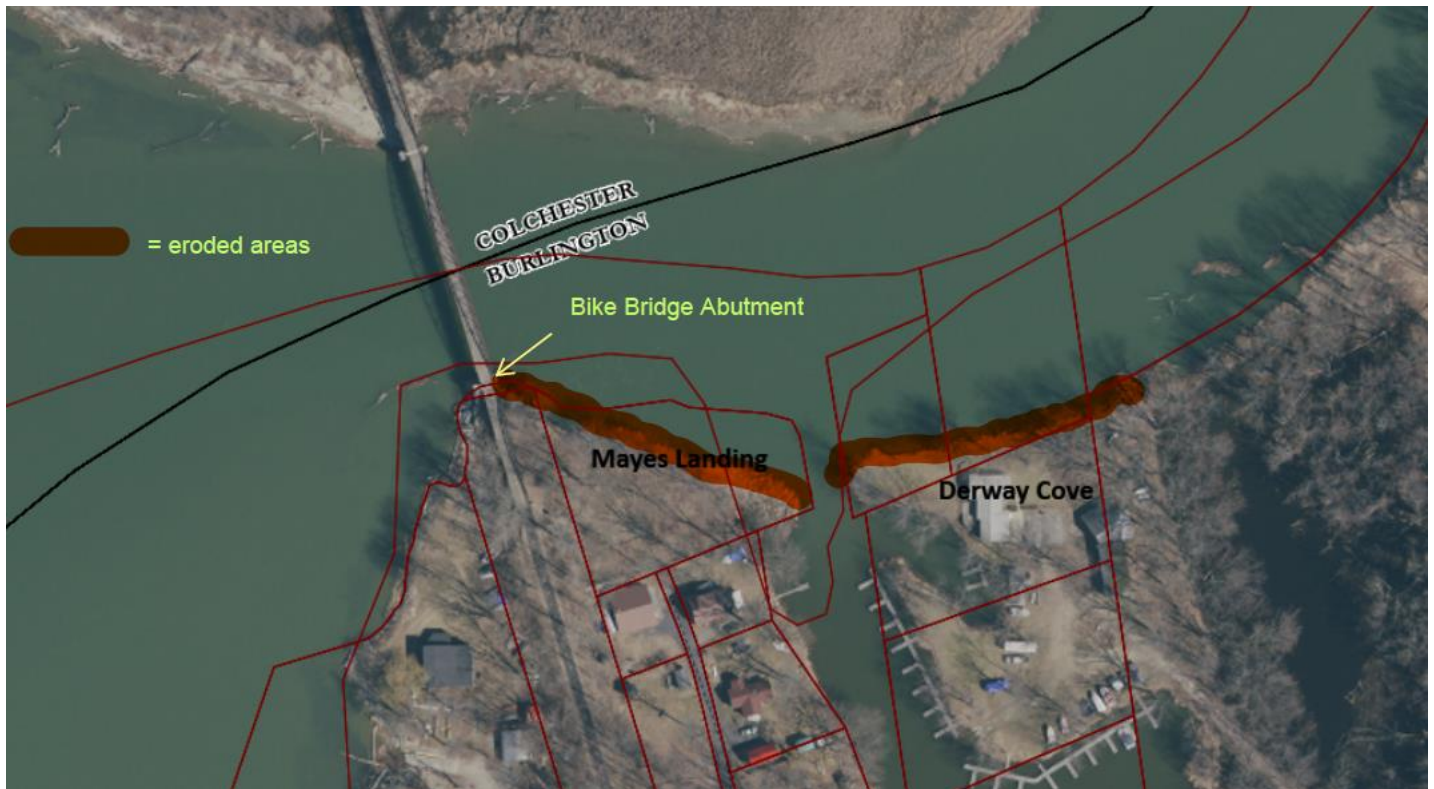


Southern Abutment – Channel Face – visible fill is fine sand.

~

BURLINGTON CONSERVATION LEGACY GRANT APPLICATION: SHORELINE MITIGATION DESIGN

SHORELINE MITIGATION DESIGN: PROJECT AREA



This image was taken as waters began to rise in 2023 during the first of three major floods that caused significant erosion/damage to the shoreline at Mayes Landing and Derway Cove Parks.

BURLINGTON CONSERVATION LEGACY GRANT APPLICATION: SHORELINE MITIGATION DESIGN



This image from 2018 facing upriver from Derway Cove shows a relatively stable shoreline and emerging vegetation.



The 2023 flood carved away an estimated 20,000 square feet of shoreline, and several large trees that were providing stabilization for the bank.



Post 2023 flood, WVPD relocated the trail and introduced some planting to stabilize the new shoreline. The 2024 flood - exactly one year later - further eroded the shoreline.

BURLINGTON CONSERVATION LEGACY GRANT APPLICATION: SHORELINE MITIGATION DESIGN



Prior to the floods of 2023-4, the shoreline had become relatively stable, with mature trees, small stone, brushy vegetation and woody debris providing support.



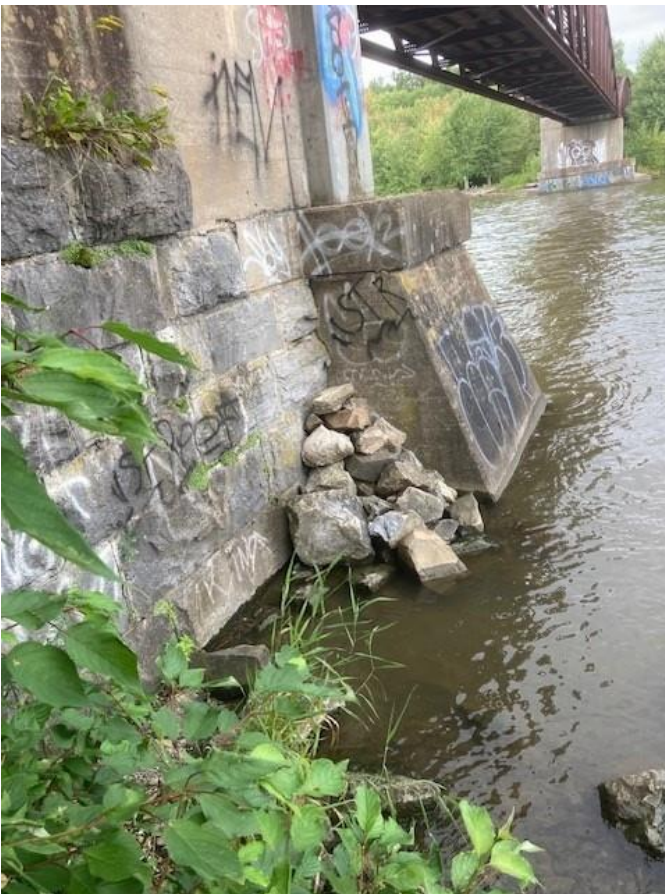
That stability was completely undermined by the two floods, completely dislodging the large trees and vegetation that were in place.





These images were taken immediately after the floodwaters receded. Much of the material has washed away.





Mayes Landing (above) has been severely impacted. The bike bridge abutment (left), directly adjacent to Mayes, will be addressed by the City of Burlington separately with large riprap stone.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Parks Submitter: Cindi Wight

Title/Subject: Conservation Legacy Fund Request – Winooski Valley Park District (WVPD)

Approval Requested:

- ☐ Board of Finance
☒ City Council
☐ Both BOF and Council

Meeting Date:

[Click or tap to enter a date.](#)

6/23/2025

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	6/16/2025	Cindi Wight
Mayor's Office	Yes	6/18/2025	Erin Jacobsen
Board/Commission	Yes	6/10/2025	Parks Commission and 5/5/25 for Conservation Board
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	6/17/2025	Hayley McClenahan
CAO for budget, financing, and memo	Yes	6/17/2025	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.

BCA

To: BOF and CC
From: Doreen Kraft, BCA Director
Date: June 23, 2025
Subject: Request for City Council Initiative Funds for Memorial Auditorium Beautification

Burlington City Arts respectfully requests \$14,000 from the unallocated FY25 City Council Initiative funds to support a temporary public art project at Memorial Auditorium. This project will transform construction fencing into a vibrant, welcoming visual installation that celebrates Burlington's creative spirit and deters vandalism.

The installation will feature a fabric banner along the Main Street and South Union Street fences, incorporating:

- Licensed artwork by local artists
- Archival photographs of the city
- A prominently designed "Welcome to Burlington" message in multiple languages (mirroring the welcoming stairwell installation in City Hall)

The design will blend recognizable Burlington imagery with abstract patterns and color schemes aimed at discouraging graffiti/tagging.

Project Goals:

- Enhance the visual experience for pedestrians and visitors entering the city
- Celebrate Burlington's identity as a creative and inclusive community
- Deter vandalism and clean up existing tagging in partnership with the Department of Permitting and Inspections
- Improve the aesthetics of a key downtown gateway during an interim redevelopment phase

Proposed Budget:

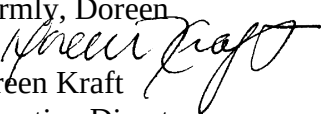
Artist Licensing Fees	\$5,000
Banner Printing	\$5,000
Cleaning Supplies	\$2,000
<u>Installation</u>	<u>\$2,000</u>
Total	\$14,000

BCA requests the Department of Finance and Administration implement a budget amendment that allows the department to manage these funds efficiently.

This project offers a timely and meaningful enhancement to a prominent public site, with a lasting impact as the community awaits future redevelopment of Memorial Auditorium.

Thank you for your consideration.

Warmly, Doreen



Doreen Kraft
Executive Director
Burlington City Arts

Motions

Board of Finance Motion:

To recommend that City Council approve the use of \$14,000 from the City Council Initiative Fund for Memorial Auditorium Beautification and authorize CAO to effectuate any budget amendments needed.

City Council Motion:

To approve the use of \$14,000 from the City Council Initiative Fund for Memorial Auditorium Beautification and authorize CAO to effectuate any budget amendments needed.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

To: Burlington City Council
Fr: Public Works Commission
Re: FY'25 DPW Commission Annual Report
Date: June 17, 2025

Burlington Public Works Mission Statement

- To steward Burlington's infrastructure and environment by delivering efficient, effective and equitable public services

FY 25 Public Works Commissioners

- Christopher Damiani – **Chair**
- Eliana Fox – **Vice Chair**
- Jim Barr
- Peggy O'Neill-Vivanco
- Daniel Munteanu
- Jacob Davis – *joined 7/17/2024*
- Justine Sears – *resigned 2/19/25*

Overview of the Commission: The Public Works Commission represents the citizens of Burlington in reviewing departmental performance. The seven Commissioners are appointed jointly by the Mayor and the City Council, and serve for three-year terms. With departmental support and recommendation, the Commission is responsible for reviewing and changing ordinances that are contained within Appendix C of the Burlington Code of Ordinances ('Rules and Regulations of the Traffic Commission').

More info: The Commission typically meets regularly on the third Wednesday of each month at 6:30 pm at 645 Pine Street. Visit <https://www.burlingtonvt.gov/DPW/Commission/Agendas> for more.

Year In Review:

The Commission provided guidance on many timely Public Works matters and considered regulatory changes to advance municipal projects. The DPW Commission continues its focus on increased transportation safety, traffic calming and helping steward major projects. Highlights of FY 25 included:

- **Parking:** The Commission has direct oversight of many facets of public parking in Burlington.
 - **July:** Residential parking permits rate change approval
 - **October:** Approved a slightly higher rate change for on-street parking

- **December:** Approved a promotional rate for new businesses who utilize garage parking.
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 - **November:** The Commission assessed the Transportation team's use of tactical initiatives – including temporary speed humps and a Stanbury Rd pedestrian pilot project – during the prior season.
 - **December:** The Commission gave unanimous approval to removing parking on Home Ave to facilitate the addition of bike lanes and enhance transportation network connectivity– an area of interest for the Commission.
 - **December:** The Commission received an update on the Traffic Calming program – including prioritization, funding and projects underway.
 - **January:** The Commission shared approval for the Department's proposed projects under the FY 26 Unified Planning Work Program application.
 - **March:** The Commission offered unanimous approval for staff to alternate parking in a chicane style pattern on Hungerford Terrace to help calm speeds.
- **Water Resources Capital Projects & Town Meeting Day 2025 Bonds**
 - **September:** Received a briefing on upcoming needs for major capital improvements to wastewater and water facilities. This is the first in a long running conversation during the fiscal year about Water Resources capital upgrades. The Commission had particular interest and showed strong support during the fiscal year for this work.
 - **October:** Held a special meeting while touring the Main Wastewater Treatment Plant
 - **November:** Received another briefing on the upcoming Water Resources Town Meeting Day capital request, along with potential related rate impacts and affordability measures. The Commission emphasized the importance of affordability.
 - **January:** Water Resources shared an update with the Commission on the capital bonds being presented to voters for Town Meeting Day 2025
 - **February:** Both the Water Resources and general Capital bonds being presented to voters for Town Meeting Day 2025 were shared one final time to the Commission, along with an opportunity to engage in a Q and A
- **Engagement and communications:** A regular emphasis by the Commission is to continue Departmental outreach to residents.
 - **October:** Received a briefing on the DPW Public Engagement Plan & reviewed key metrics. Commission demonstrated support for Department's work and emphasized the importance of this area.

- **Commission Oversight and Feedback** – As stewards of the public’s interest in DPW work, the Commission receives regular updates on timely and critical projects as well as operational policies, even when no specific action needs to be taken by the body.
 - **November:** The Commission received a presentation on the designs for the Winooski Bridge replacement project as well as the related intersection redesign at Riverside/Colchester/Barrett. This is an area of interest of the Commission – who offered feedback on transportation safety and design.
 - **November & April:** Director shared information on the construction progress on Main St in the April Director’s Report & shared an update on construction in April.
 - **January:** The Commission reviewed the Department’s Snow and Ice control plan
 - **March:** The Commission reviewed and supported the Battery Street preferred alternative presented by staff.
 - **March:** Staff presented the 2025 paving plan – a significant area of community interest.
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 - April meeting
 - Outcome: The Commission provided their feedback to the Mayor’s Office for their consideration of reappointment.
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FY’25 DPW Commissioner Attendance:

	Barr	Damiani	Fox	O’Neill-Vivanco	Munteanu	Davis	Sears
July	Present	Present	Present	Present	Present	Present	Present
August – NO MEETING	--	--	--	--	--	--	--
September	--	Present	Present	Present	Present	Present	Present
October	Present	Present	Present	---	Present	Present	---
November	Present	Present	Present	Present	Present	Present	Present
December	Present	Present	Present	Present	---	Present	---
January –	Present	--	Present	Present	Present	Present	Present
February	Present	Present	Present	Present	Present	Present	---
March	Present	---	Present	Present	---	Present	NA
April	Present	Present	Present	Present	Present	Present	NA

May	Present	Present	Present	Present	Present	Present	NA
June							NA

We hope this report is helpful. Please reach out with any questions.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

To: Burlington City Council
Fr: Public Works Commission
Re: FY'25 DPW Commission Annual Report
Date: June 17, 2025

Burlington Public Works Mission Statement

- To steward Burlington's infrastructure and environment by delivering efficient, effective and equitable public services

FY 25 Public Works Commissioners

- Christopher Damiani – *Chair*
- Eliana Fox – *Vice Chair*
- Jim Barr
- Peggy O'Neill-Vivanco
- Daniel Munteanu
- Jacob Davis – *joined 7/17/2024*
- Justine Sears – *resigned 2/19/25*

Overview of the Commission: The Public Works Commission represents the citizens of Burlington in reviewing departmental performance. The seven Commissioners are appointed jointly by the Mayor and the City Council, and serve for three-year terms. With departmental support and recommendation, the Commission is responsible for reviewing and changing ordinances that are contained within Appendix C of the Burlington Code of Ordinances ('Rules and Regulations of the Traffic Commission').

More info: The Commission typically meets regularly on the third Wednesday of each month at 6:30 pm at 645 Pine Street. Visit <https://www.burlingtonvt.gov/DPW/Commission/Agendas> for more.

Year In Review:

The Commission provided guidance on many timely Public Works matters and considered regulatory changes to advance municipal projects. The DPW Commission continues its focus on increased transportation safety, traffic calming and helping steward major projects. Highlights of FY 25 included:

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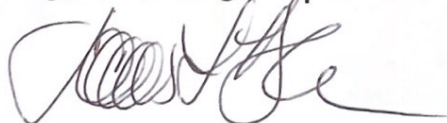
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We hope this report is helpful. Please reach out with any questions.

Eliana Fox


Eliana Fox
 JAMES L. BAKER

Daniel Munteanu


Daniel Munteanu

Chris Dariani

Parker Viviano


Peggy A. O'Neill-Viviano

Jacob Davis

June 9, 2025

Honorable Mayor Mulvaney-Stanek and Members of the Burlington City Council,

First, thank you for your resolution in support of local businesses and the difficult work you are doing in support of our community. We hope that you see the Lake Champlain Chamber, and all of our programming - Hello Burlington, Burlington Young Professionals, LaunchVT, Leadership Champlain, and LCC Advocacy - as both a partner and a resource to you as you navigate these trying times.

We offer for your consideration our perspective on two issues before you.

Impact fees: Doubling fees associated with the creation of housing is antithetical to what is needed at a time when our City has unhealthy vacancy rates and a large, unhoused population. While we understand that impact fee revenue goes to essential services in support of housing, we'd ask that you consider other options.

- While it might be easy to say that a \$6,000 per 1,000 square feet is an insignificant amount of money, consider that that is about the size of an accessory dwelling unit, and the State has proven through its VHIP program that assistance of \$30,000 can incentivize these units which can provide meaning infill opportunities.

Gross Receipts: As we discuss the sunset of the increase to the sales tax, while it may seem like a small marginal amount of money, the increase in the gross receipts tax has an outsized aggregate impact in the City while businesses are feeling the stress of construction, public safety, and other issues impacting the quality of life in the downtown.

We must do everything possible to send the signal that Burlington is open for business and that businesses are partners, not bank accounts.

We are sympathetic to the pressures on you, and we know that you are asking the City to forego revenue in taking these actions. As you are aware, our advocacy team works at the local, regional, and state levels, and is aware of some potential additional revenue that will soon be available to the City.

- **Greater Retention of Sales and Use Tax from Changes to PILOT:** The Vermont Legislature has approved [H.397](#), which reduces the amount of local options tax revenue that the state retains from 30% to 25%, allowing towns to retain a greater portion of the revenue. We expect the Governor to sign this bill into law soon.

- **Increased sales Taxes on Pre-written Software Accessed Remotely: Under Act 183 of 2024**, such internet software is now liable for sales tax in the State of Vermont. As compliance with the law improves, Burlington is expected to see additional revenue.

It's been a challenging winter; however, as we see construction on Main Street hopefully come to a close within a year and we work to welcome more people into the Queen City, we hope to see increased revenue from commerce, not from higher tax rates.

Sincerely,



Catherine Z. Davis
President & CEO
Lake Champlain Chamber



Memo

Date: June 16, 2025 & June 23, 2025

To: Board of Finance and City Council

From: Laura Wheelock, PE, City Engineer/Division Director – Technical Services

CC: Chapin Spencer, Director of Public Works
Lynn Reagan, Interim Director of Human Resources

Subject: DPW – Technical Services Reorganization

Executive Summary

We propose a reorganization within the group to eliminate the vacant Regular, Full-time, Exempt, Non-Union, Grade 22 Senior Public Works Engineer position and create a Regular, Full-time, Exempt, Non-Union, Grade 21 Public Works Transportation Engineer position. This change will update staff to management ratios which have previously been low in this division.

There is a coordinating update of the Senior Planner job description and title to support the supervision of engineering staff and allow this role to function similarly to the Senior Public Works Engineer.

Background

The Department of Public Works – Technical Services (DPW-TS) has a very large number of complex capital projects actively in design and construction. Over the last year, DPW-TS has finally been able to hire key positions and get back to nearly full staffing. A recent vacancy of a senior level position has allowed the opportunity to reorganize this team to support higher staff-to-management ratios that align better with the Administration's Modern Gov recommendations and findings in the Operational Efficiency Study.

This change in our organizational structure will ensure we still have staff available to address the workload on our division that is able to focus on advancing and completing projects, as well as to shift the work that the senior level positions complete more towards staff management/oversight.

The Senior Public Works Engineer previously supervised two full time positions, these positions will be reorganized along with the newly created position as shown in the attached organizational charts. It is

also necessary to update the job description and title for the Senior Planner to represent that this role will support engineering staff in the highly technical work that they complete. This position will be titled Senior Transportation Engineer & Planner and also have updated minimum qualifications that align with the Senior Public Works Engineer.

Financial Impact

DPW-TS is a division that make use of billing time to Federal/State grant source for project management time, and other non-general fund sources. This change will reduce Technical Services payroll expenses while overall resulting in a slight net savings as it is anticipated that staff will be able to maintain our billable percentages and the reduction in billable rate will be offset by the slightly lower salary. The result is an approximate savings to the overall budget of less than \$1,000.

The chart below shows just the salary change.

Current Grade	Current Salary	New Grade	New Salary	Difference
22	\$89,009	21	\$86,476	\$2,533

Motions

Board of Finance Motion:

To recommend that City Council approve the:

- Elimination of the vacant Senior Public Works Engineer position, a Regular, Full-time, Exempt, Non-Union, Grade 22 role in the Technical Services Division of the Department of Public Works.
- Creation of a Public Works Transportation Engineer position, a Regular, Full-time, Exempt, Non-Union, Grade 21 role in the Technical Services Division of the Department of Public Works.
- Retitling of the Senior Planner position and associated job description updates, a Regular, Full-time, Exempt, Non-Union, Grade 22 role, to Senior Transportation Engineer & Planner a Regular, Full-time, Exempt, Non-Union, Grade 22 role in the Technical Services Division of the Department of Public Works.

City Council Motion:

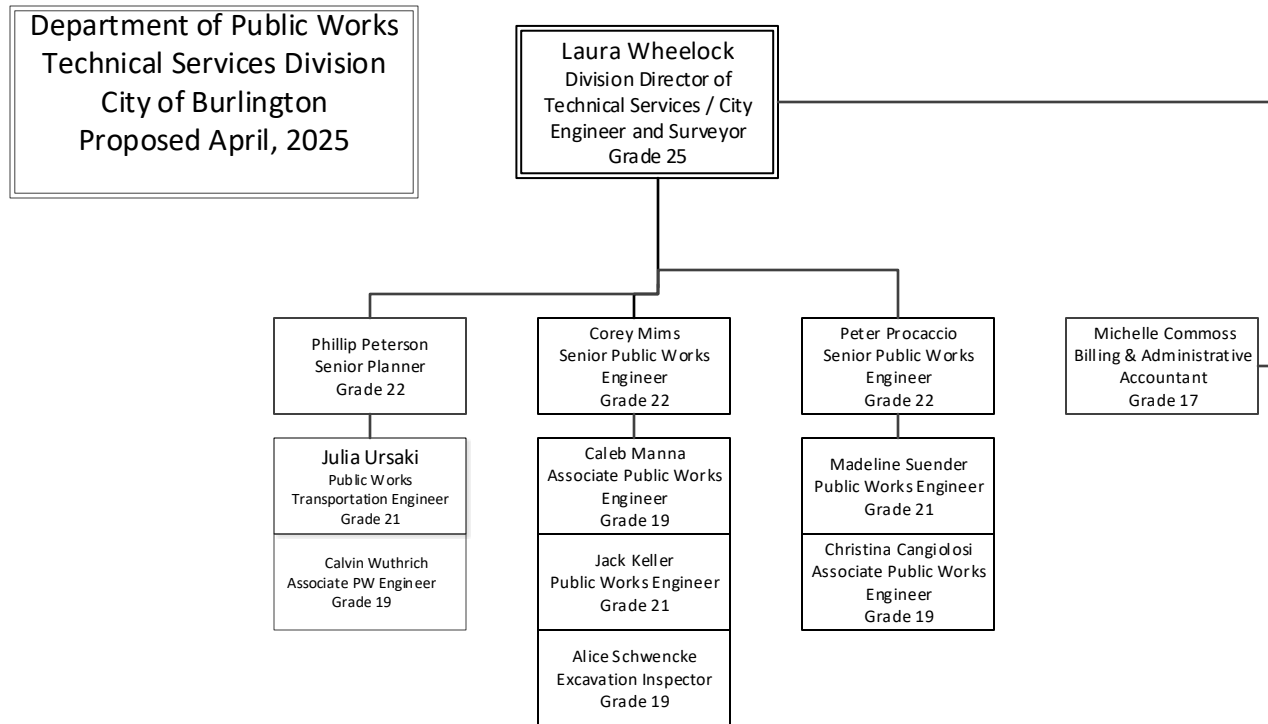
To approve the:

- Elimination of the vacant Senior Public Works Engineer position, a Regular, Full-time, Exempt, Non-Union, Grade 22 role in the Technical Services Division of the Department of Public Works.
- Creation of a Public Works Transportation Engineer position, a Regular, Full-time, Exempt, Non-Union, Grade 21 role in the Technical Services Division of the Department of Public Works.
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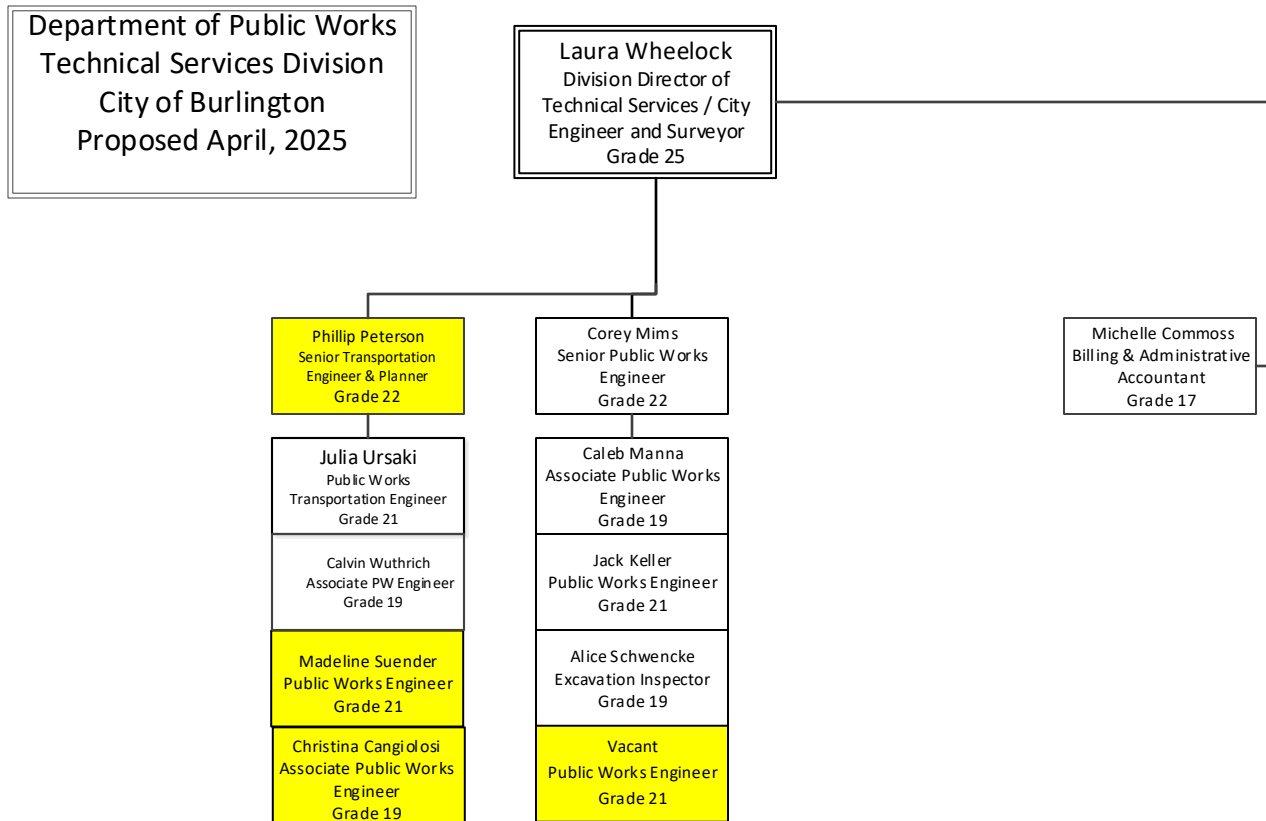
Attachments:

1. Existing and Proposed Organization Chart
2. Eliminated Senior Public Works Engineer Job Description
3. Created Position –Public Works Transportation Engineer Job Description
4. Updated Senior Planner Job Description, now titled Senior Transportation Engineer & Planner

Existing



Proposed



City of Burlington Job Description

Position Title: Senior Public Works Engineer

Department: Department of Public Works

Reports to: Assistant Director of Technical Services

Pay Grade: 22

Job Code: 1271

Exempt/Non-Exempt: Exempt

Union: Non-Union

General Purpose: Under the supervision of the Assistant Director of Technical Services, this position is responsible for the management and oversight of technical staff and the professional and administrative engineering work involved in the development and implementation of various projects for the City of Burlington.

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

- Provide management and technical oversight to assigned workgroups.
- Develop and manage program or capital project budgets.
- Prioritize workflow and meet established deadlines within workgroup.
- Assist the community, the City Administration, and all departments and commissions in developing plans for construction and/or improvements to roads, structures and facilities. This includes identifying the vision, goals, objectives, and needs; obtaining professional services; preparing contract documents; and obtaining permits.
- Collaborate and work cooperatively. Communicate regularly with officials at all levels within the City administration; City departments; local, regional, and state transportation planners, engineers, and providers; consultants and contractors; and the public.
- Balance needs and resources. Collaboratively prioritize projects and develops conceptual improvement plans that balance the needs of the public, the City, and the region with the availability and constraints of known resources.
- Encourage inclusivity. Understand the importance of diverse participation and includes all relevant stakeholders in project and program development. Advance public participation and outreach for the Engineering Division.
- Monitor the engineering and technical performance of contractors and consultants to ensure success of the projects.
- Maintain financial records for projects and makes recommendations for payments to contractors and consultants.
- Utilize the services of consulting engineering and designers through the competitive bid selection process.

- Represent the City at various public forums and meetings.
- Manage and advance infrastructure projects and programs.
- Manage in-house traffic engineering and safety projects from conceptual design to project completion. May prepare preliminary plans, specifications and bid documents, including an engineer's opinion of probable cost. Document and authorize appropriate plan deviations or variances from a standard as appropriate.
- Prepare and/or review transportation planning reports, traffic studies, and traffic engineering specifications/plans/estimates of cost, construction schedules, and project budget, design and construction details relative to individual traffic projects.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's of Science Degree in Civil Engineering required. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- A P.E. License in the State of Vermont, or the ability to obtain within six months of employment.
- Minimum of ten (10) years of experience in civil engineering with demonstrated experience in any of the following fields: transportation, geotechnical, structural, environmental or construction engineering. Additional relevant educational experience may be considered for work experience on a one-for-one year basis.
- Minimum of two (2) years supervisory experience required.
- Must have experience in project and program management, including developing and maintaining project budgets, schedules, procurement, and project controls.
- Professional experience in a municipal setting desired.
- Demonstrated experience performing traffic studies, preparing traffic design plans, specifications, bid documents and cost estimating is desired.
- Preferred experience with municipal public works infrastructure planning, design, construction, operations.
- Preferred functional understanding and experience with ArcGIS.
- Must have knowledge of methods, materials, procedures, and standard practices of construction, including public works projects; contract negotiation and administration;
- Must have strong computer skills; demonstrated ability to effectively use computer equipment and related software; competent in use of Microsoft Office Suite (Excel, Word, Powerpoint, Publisher).
- Knowledge of transportation engineering principles is recommended.
- Knowledge of the principles, practices, and techniques of transportation planning is desired.
- Knowledge of State and Federal laws, policies, and regulations related to the field of urban transportation is desired.
- Ability to establish and maintain good relations with co-workers.
- Ability to receive constructive criticism and react appropriately.
- Demonstrated knowledge of engineering methods, design standards materials and project management.

- Ability to read, analyze and modify specifications and plan sets to ensure work complies with all contract specifications.
- Ability to provide excellent customer service, communicate clearly, professionally and diplomatically with contractors and the public both orally and in writing.
- Ability to establish and maintain effective working relationships and use good judgment, initiative, and resourcefulness when dealing with the media, the public, other employees, elected officials, consultants, contractors, and other government entities.
- Must be able to assess situations, solve problems, manage multiple projects, work effectively under stress, within deadlines, and in public situations.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Ability to facilitate and attend meetings at times other than regular business hours.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

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

x	verbal contact w/others		
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Supervision:

Directly Supervises: 4-8 Indirectly Supervises: 0

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created June 2017.

City of Burlington Job Description

Position Title: Public Works Transportation Engineer

Department: Department of Public Works

Reports to: Senior Public Works Engineer

Pay Grade: 21

Job Code: 131

Exempt/Non-Exempt: Exempt

Union: Non-Union

General Purpose: Under the supervision of a Senior Public Works Engineer or Senior Planner, the Public Works Transportation Engineer is responsible for the professional and administrative engineering and design work involved in the development and implementation of various transportation-related civil engineering projects within the public right-of-way for the City of Burlington, generally including streets, multi-modal transportation facilities, traffic operations, and structures but excluding water, wastewater, and stormwater design. The Public Works Transportation Engineer is distinguished by the knowledge of basic transportation planning and civil engineering standards and policies, basic project management procedures, and the ability to make independent decisions regarding technical tasks. The Public Works Transportation Engineer provides assistance for projects and programs, manages small-scale projects, and has work assigned, reviewed, scheduled, and prioritized by a Senior Staff. This position will also manage and supervise seasonal staff within the group.

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

- Assist the community, the City Administration, and all departments and commissions in developing concepts, plans and cost estimates for construction and/or improvements for transportation facilities. With guidance on the vision, goals, objectives, and needs of projects, this work includes obtaining professional services; preparing contract documents, plans and renderings, specifications, opinion of probable cost, bid documents; and obtaining permits.
- Lead, supervise, and/or support in-house civil/transportation engineering and traffic safety projects from conceptual design to project completion. Present plans and renderings at public and community meetings. Document and make recommendations for appropriate plan deviations or variances from a standard as appropriate.
- Prepare and/or review transportation planning reports; traffic studies; traffic engineering specifications/quantities/estimates of cost; construction schedules; and project budget, design and construction details relative to individual projects.
- Collect and analyze data.

- Collaborate and work cooperatively. Communicate regularly with officials at all levels within the City administration; City departments; local, regional, and state transportation planners, engineers, and providers; consultants and contractors; and the public.
- Balance needs and resources. Collaboratively prioritize projects and develop conceptual improvement plans that balance the needs of the public, the City, and the region with the availability and constraints of known resources.
- Encourage inclusivity. Understand the importance of diverse participation and include all relevant stakeholders in project and program development. Advance public participation and outreach for the Engineering Division.
- Monitor the engineering and technical performance of contractors and consultants to ensure success of the projects.
- Serve as project manager on projects to manage related budgets and schedules, lead deliverables, and assist with the development and management of plans, permit checklists and scopes of work.
- Maintain financial records for projects and make recommendations for payments to contractors and consultants.
- Solicit and utilize the services of consulting engineering and designers.
- Represent the City at various public forums and meetings.
- Stay abreast of and ensures compliance with local, State, and Federal rules and regulations.
- Maintain accurate records and files.
- Provide management and technical oversight to seasonal staff within workgroup.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in Civil Engineering required; or a relevant field may be considered. Relevant additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Minimum of four (4) years of experience including civil engineering, transportation planning, or landscape architecture of public infrastructure. This will be in addition to any experience counted toward the degree requirement.
- EIT required.
- PTP, PTOE and/or AICP preferred.
- PE or the ability to obtain a Vermont PE within 3 years preferred. Demonstrated experience in project and program management, including maintaining project budgets, schedules, procurement, and project controls.
- Preference will be given to candidates with progressively complex work experience in transportation infrastructure or relevant municipal work experience.
- Demonstrated knowledge of modern transportation engineering principles.
- Demonstrated knowledge of the principles, practices, and techniques of transportation planning or design.
- Demonstrated knowledge of methods, materials, procedures, and standard practices of construction, including modern transportation projects.

- Knowledge of contract administration.
- Demonstrated experience with community engagement.
- Demonstrated experience performing and reviewing traffic studies, preparing roadway and multi-modal design plans, specifications, bid documents and cost estimating is strongly preferred.
- Demonstrated experience with AutoCAD or a similar program.
- Knowledge of ArcGIS software.
- Must have strong computer skills; demonstrated ability to effectively use computer equipment and related software; competent in use of Microsoft Office Suite (Excel, Word, Powerpoint, Publisher).
- Knowledge of State and Federal laws, policies, and regulations related to the field of urban transportation is desired.
- Ability to establish and maintain good relations with co-workers.
- Ability to receive constructive criticism and react appropriately.
- Ability to read, analyze and modify specifications and plan sets to ensure work complies with all contract specifications.
- Ability to provide excellent customer service, communicate professionally and diplomatically with contractors and the public.
- Ability to establish and maintain effective working relationships and use good judgment, initiative, and resourcefulness when dealing with the media, the public, other employees, elected officials, consultants, contractors, and other government entities.
- Ability to communicate clearly, professionally, diplomatically, and persuasively both orally and in writing.
- Must be able to assess situations, solve problems, manage multiple projects, work effectively under stress, within deadlines, and in public situations.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Ability to facilitate and attend meetings at times other than regular business hours.
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x	color perception (red, green, amber)	x	lifting (specify 50 pounds)
x	hearing/listening	x	carrying (specify 50 pounds)
x	clear speech		climbing
x	touching	x	driving
x	dexterity x hand x finger		ability to mount and dismount forklift

	reading – basic		pushing/pulling
x	reading – complex		shift work
	math skills – basic		moving objects
x	math skills – complex		pressurized equipment
	writing – basic	x	extreme heat
x	writing – complex	x	extreme cold
x	analysis/comprehension		high places
x	judgment/decision making	x	noise
x	clerical		fumes/odors
x	inside	x	dirt/dust
x	outside		hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: 1-3

Indirectly Supervises: _____

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Revised Oct 2006. Revised March 28, 2014. Revised January 29, 2015. Revised January 2016.
Revised June 2017. Revised June 2019. Revised November 2021

Retitled and Updated

Senior Transportation Engineer & Planner
Page 1 of 4

City of Burlington Job Description

Position Title: Senior Transportation Engineer & Planner

Department: Department of Public Works

Reports to: Assistant Director – Technical Services

Pay Grade: 22

Job Code: TBD

Exempt/Non-Exempt: Exempt

Union: Non-Union

General Purpose:

Under the supervision of the Assistant Director of Technical Services, this position is responsible for managing and overseeing transportation planning and engineering efforts within the City of Burlington. This includes leading long-range and short-term transportation planning, project development, and infrastructure improvements while supervising technical and planning staff to ensure the city's transportation system is safe, efficient, and equitable. As the program manager and supervisor of the transportation planning team, this position promotes and implements the City's transportation vision, goals, and objectives through planning, scoping, and implementation of improvements for motorized and non-motorized transportation within the public right-of-way for the City of Burlington.

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

- Develop and manage program or capital project budgets.
- ~~Manages the capital budget and staff for the transportation program from concept to project completion.~~
- Provide management and technical oversight to assigned workgroups.
- Supervises, assigns, reviews, schedules, and prioritizes the work of ~~other Planners~~ staff.
- Considers long-range, short-term, annual, and daily transportation issues. Leads, oversees and participates in all stages of project and program development: definition, planning, analysis, procurement, design, implementation, and management of projects and programs that advance the Municipal Development Plan, City policies, and community priorities for the transportation system. Monitors and reports performance.
- Collaborates and works cooperatively. Communicates regularly with officials at all levels within the City administration; City departments; local, regional, and state transportation planners, engineers, and providers; consultants and contractors; and the public.
- Balances needs and resources. Collaboratively prioritizes projects and develops conceptual improvement plans that balance the needs of the public, the City, and the

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region with the availability and constraints of known resources. Manages project budgets and makes recommendations for payments to contractors and consultants.

- Prepare and/or review transportation planning reports, traffic studies, and traffic engineering specifications/plans/estimates of cost, construction schedules, and project budget, design and construction details relative to individual traffic projects.
- Manage in-house traffic engineering and safety projects from conceptual design to project completion. May prepare preliminary plans, specifications and bid documents, including an engineer's opinion of probable cost. Document and authorize appropriate plan deviations or variances from a standard as appropriate.
- Maintain financial records for projects and makes recommendations for payments to contractors and consultants.

- ~~Advances projects from planning to design; and collaborates when needed through construction. Transitions projects to Public Works Engineers and/or procures resources through competitive bid selection and prepares contracts to implement projects and programs. Prepares and/or reviews transportation planning reports, cost estimates, project budgets, and reviews traffic studies and engineering plans.~~
- Encourages inclusivity. Understands the importance of diverse participation and includes all relevant stakeholders in project and program development. Advances public participation and outreach for the Engineering Division.
- ~~Develops and reviews proposals for City projects for transportation planning projects. Prepares project plans and budgets.~~
- Provides technical assistance for review of proposals and project review with consideration of City Standards and the short-term and long-range transportation plans. Assists with all phases of project development.
- ~~Collects and analyzes data.~~
- Stays abreast of and ensures compliance with local, State, and Federal rules and regulations.
- ~~Oversees small construction projects. Performs infrastructure assessments and field inspections. Samples and tests materials as needed. Monitors the performance of contractors and consultants to ensure the success of the projects.~~
- ~~Applies transportation engineering principles. Reviews and responds to results of surveying, mapping, and modeling.~~
 - Represent the City at various public forums and meetings.
- ~~Serves as a liaison. Represents the City and advocates for the City's interests on various standing and ad-hoc boards and committees.~~

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Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Job Requirements:

- Bachelor's degree in urban / regional planning or civil engineering is required. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Minimum of ten (10) years of experience in planning and/or civil engineering with demonstrated experience in the principles, practices, and techniques of transportation

planning. Preferred experience with traffic engineering and the design of bicycle and pedestrian facilities. Additional relevant educational experience may be considered for work experience on a one-for-one year basis.

- Minimum of two (2) years supervisory experience required.
- A P.E. License in the State of Vermont, or the ability to obtain within six months of employment or Certification as a Transportation Professional Certification Board (TPCB): Professional Transportation Planner (PTP) and/or American Institute of Certified Planners (AICP): Certified Transportation Planner ~~is preferred.~~
- Must have a minimum of four (4) years experience in project and program management, including developing and maintaining project budgets, schedules, procurement, and project controls. Experience in a municipal setting preferred.
- Ability to facilitate and attend meetings at times other than regular business hours.
- Ability to read, analyze, and modify plan sets to ensure work complies with specifications.
- Knowledge of and ability to follow civil engineering principles, environmental review, site plans, architectural drawings, and topographical maps.
- Knowledge of State and Federal laws, policies, and regulations related to the field of urban transportation.
- Ability to assess situations, solve problems, manage multiple projects, work effectively under stress, within deadlines, and in public situations.
- Ability to follow written and oral instructions.
- Ability to organize work and set priorities to meet deadlines.
- Ability to record and maintain information for future access.
- Must have strong computer skills; demonstrated ability to effectively use computer equipment and related software; competent in use of Microsoft Office Suite (Excel, Word, Powerpoint, Publisher).
- ~~Ability to prepare spreadsheets, reports, presentations, outreach materials, and limited mapping/design in a Windows environment.~~
- Preferred functional understanding and experience with ArcGIS.
- Ability to communicate clearly, professionally, diplomatically, and persuasively both orally and in writing.
- Ability to provide excellent customer service.
- Ability to establish and maintain effective working relationships and use good judgment, initiative, and resourcefulness when dealing with the media, the public, other employees, elected officials, consultants, contractors, and other government entities
- Ability to supervise the work of others.
- Ability to receive constructive criticism and react appropriately.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

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Physical & Mental/Reasoning Requirements; Work Environment:

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

<u>_x_</u> seeing	<u>_x_</u> ability to move distances within warehouses and offices
<u>_x_</u> color perception (red, green, amber)	<u>_x_</u> lifting (specify <u>_50_</u> pounds)
<u>_x_</u> hearing/listening	<u>_x_</u> carrying (specify <u>_50_</u> pounds)
<u>_x_</u> clear speech	<u>___</u> climbing
<u>_x_</u> touching	<u>_x_</u> driving
<u>_x_</u> dexterity <u>___</u> hand <u>___</u> finger	<u>___</u> ability to mount and dismount forklift
<u>_x_</u> reading – basic	<u>___</u> pushing/pulling
<u>_x_</u> reading – complex	<u>___</u> shift work
<u>_x_</u> math skills – basic	<u>_x_</u> moving objects
<u>_x_</u> math skills – complex	<u>___</u> pressurized equipment
<u>_x_</u> writing – basic	<u>_x_</u> extreme heat
<u>_x_</u> writing – complex	<u>_x_</u> extreme cold
<u>_x_</u> analysis/comprehension	<u>___</u> high places
<u>_x_</u> judgment/decision making	<u>___</u> noise
<u>_x_</u> clerical	<u>___</u> fumes/odors
<u>_x_</u> inside	<u>_x_</u> dirt/dust
<u>_x_</u> outside	<u>___</u> hazardous materials
<u>_x_</u> works alone	<u>___</u> electrical equipment
<u>_x_</u> works with others	<u>___</u> mechanical equipment
<u>_x_</u> face-to-face contact	
<u>_x_</u> verbal contact w/others	

Supervision:

Directly Supervises: 43

Indirectly Supervises: 2

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created July 2015; Revised January, 2020; Revised August 2022; Revised June 2025

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

Department: DPW Submitter: Laura Wheelock/Chapin Spencer

Title/Subject: DPW Tech Srvc Reorganization

Approval Requested:	Meeting Date:
☒ Board of Finance	6/16/2025
☒ City Council	6/23/2025
☐ Both BOF and Council	Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	6/10/2025	Chapin Spencer
Mayor's Office	Yes	6/11/2025	Erin Jacobsen
Board/Commission	Choose an item.	6/16/2025	Board of Finance
City Attorney's Office for memo and contracts or legal documents	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	6/10/2025	Erik Ramakrishnan
CAO for budget, financing, and memo	Yes	6/11/2025	Katherine Schad
Human Resources, if personnel action or policy	Yes	6/10/2025	Tony Berry Lynn Reagan
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.



Memo

Date: June 23, 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 Report 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.

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.

The Green Acres Pedestrian Pilot project will be presented to the Public Works Commission for approval at their July meeting.

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 identify 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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B.	Survey Results
C.	Public Information Meeting Minutes
D.	Conceptual Plans
E.	Conceptual Construction Cost Estimates
F.	Natural and Cultural Resources
G.	Cottage Grove Traffic Volume and Speed Data
H.	Design Criteria

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.

FIGURE 1 – Study Area



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:

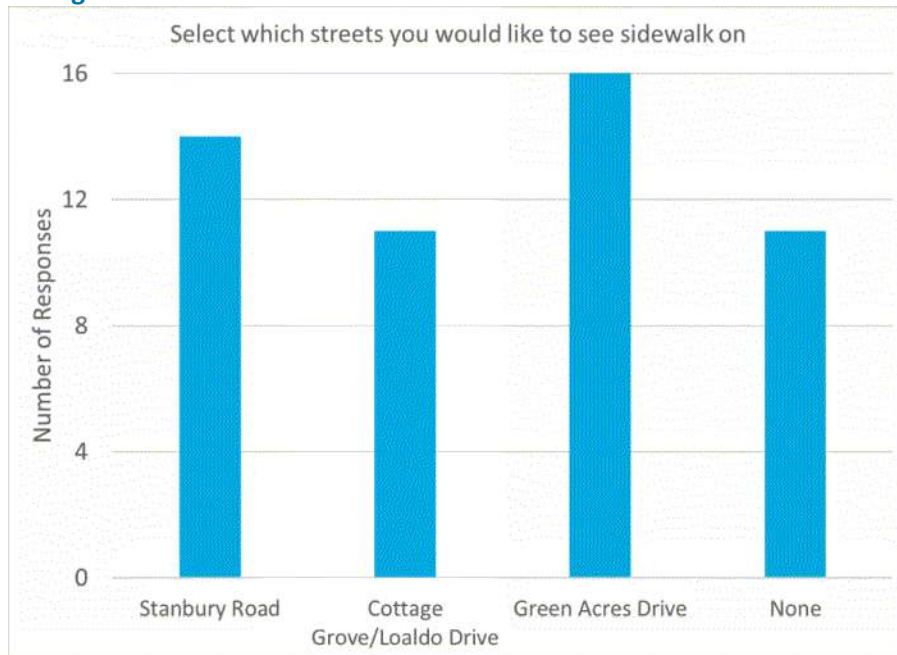
- **Sidewalk/Pedestrian Zone**
 - Support for sidewalk on east side of Stanbury Road
 - Support for pedestrian zones on other streets
 - Parents are not comfortable with children riding bikes in the road
 - Concern for loss of gardens (including commercial gardens) and front yard space
- **Speeding/Traffic 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.

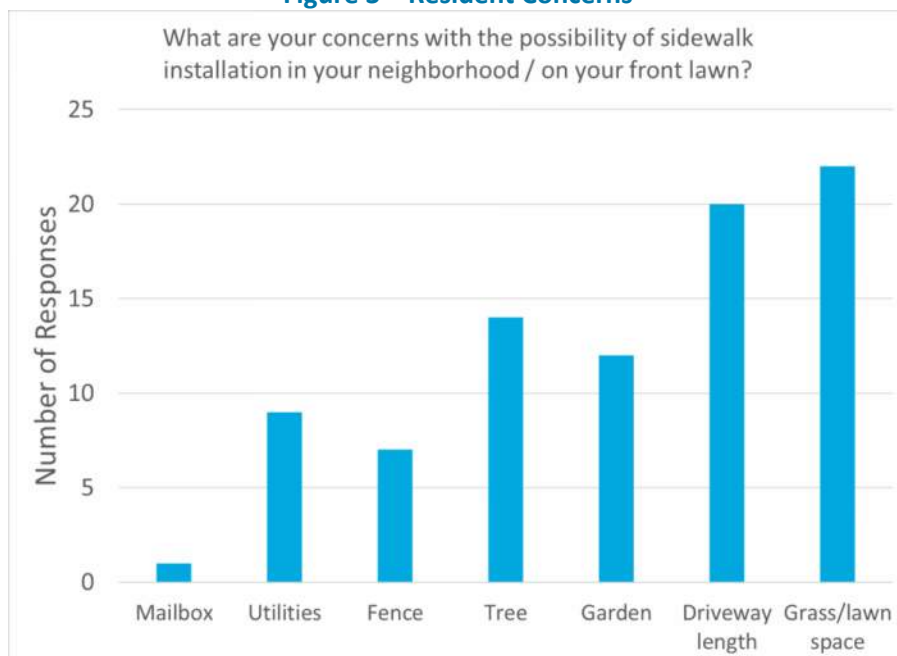
The first two survey questions were regarding respondents' names and contact details. The third question asked residents which streets they would like to see sidewalks on. Results were mixed as shown in Figure 2 below. Eleven residents (30% of respondents) answered that they didn't want to see any sidewalks (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.

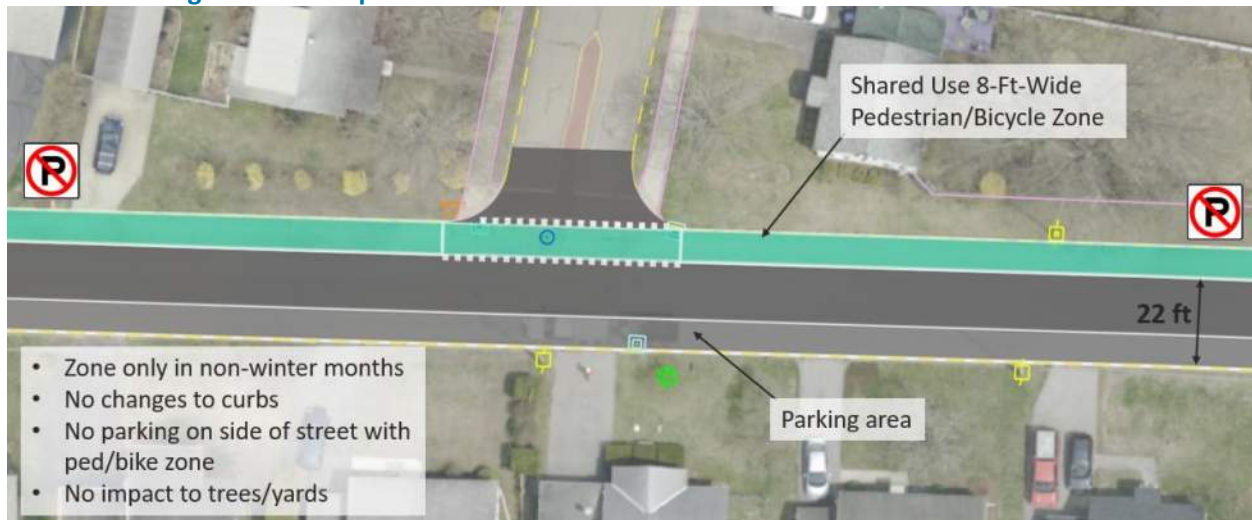
5.2.1 Alternative 1 – No Build

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

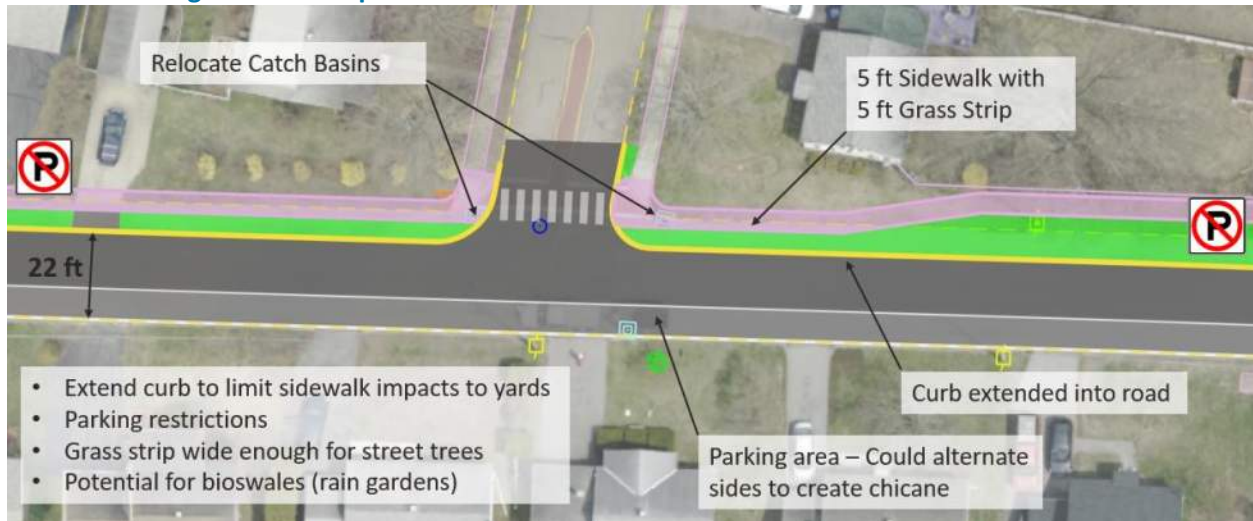


5.2.4 Alternative 4 – Sidewalk with Curb Extension

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.

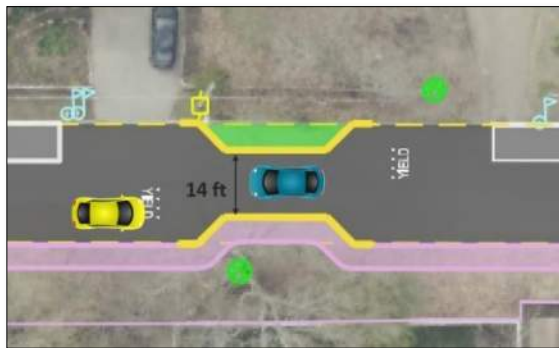
5.3.1 Alternative 1 – No Build

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:
		No Build	Sidewalk Within Existing Curb	Sidewalk with Relocated Curb
Permits	Threatened & Endangered Species	None Anticipated		
	Historic/Archaeological Resources	None Anticipated		
	Section 1111 Permit	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



This content is created by the owner of the form. The data you submit will be sent to the form owner. Microsoft is not responsible for the privacy or security practices of its customers, including those of this form owner. Never give out your password.

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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 threw 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)



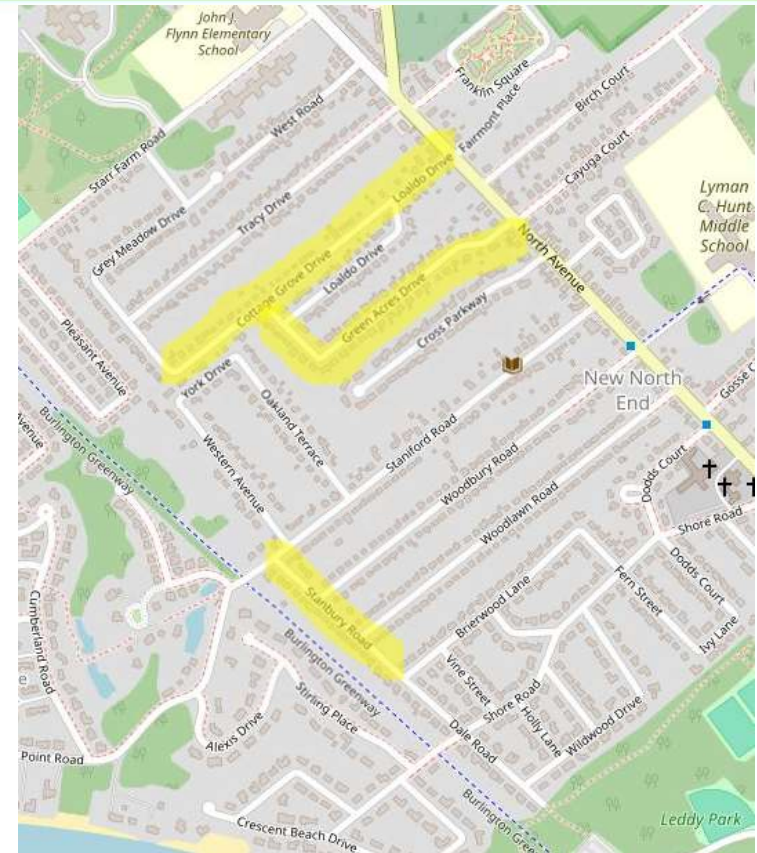
- Study Phase
 - **May 2024** – Initial Site Visit
 - **June 2024** – Local Concerns Meeting
 - **November 2024** – Alternatives Presentation (Public Information) Meeting
 - **December 2024** – Final Sidewalk Scoping Study



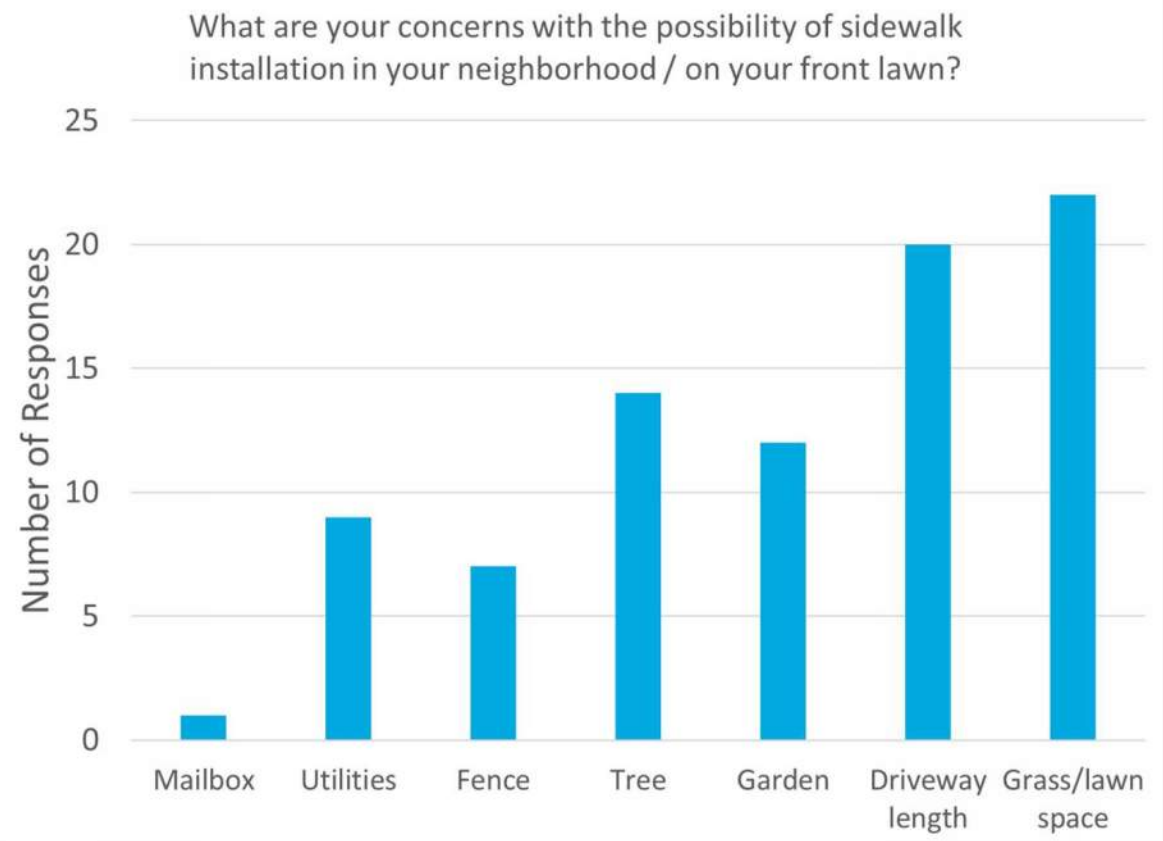
Project Background



- 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



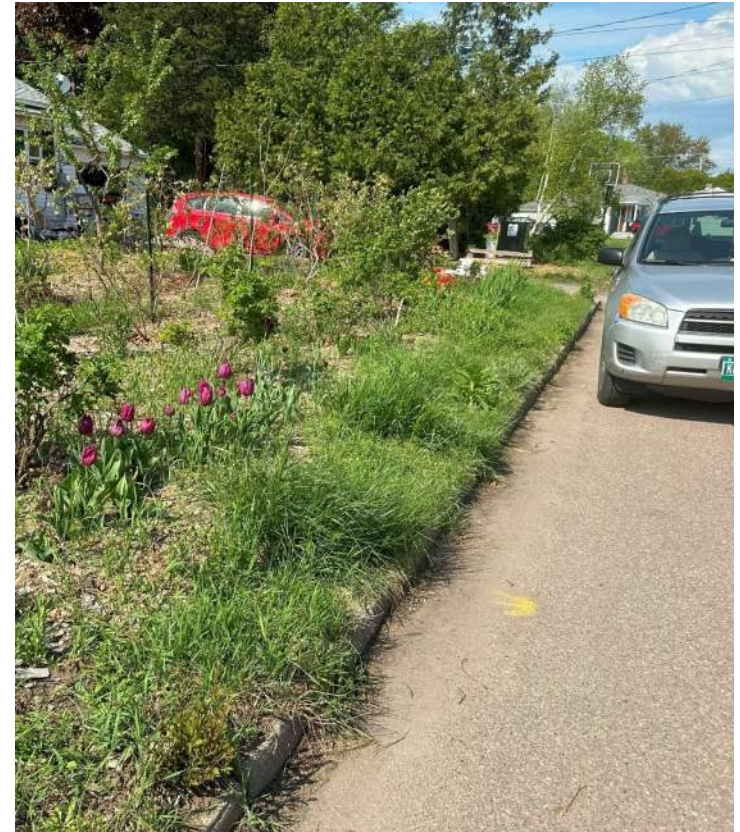
Survey Results – What are your concerns?



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



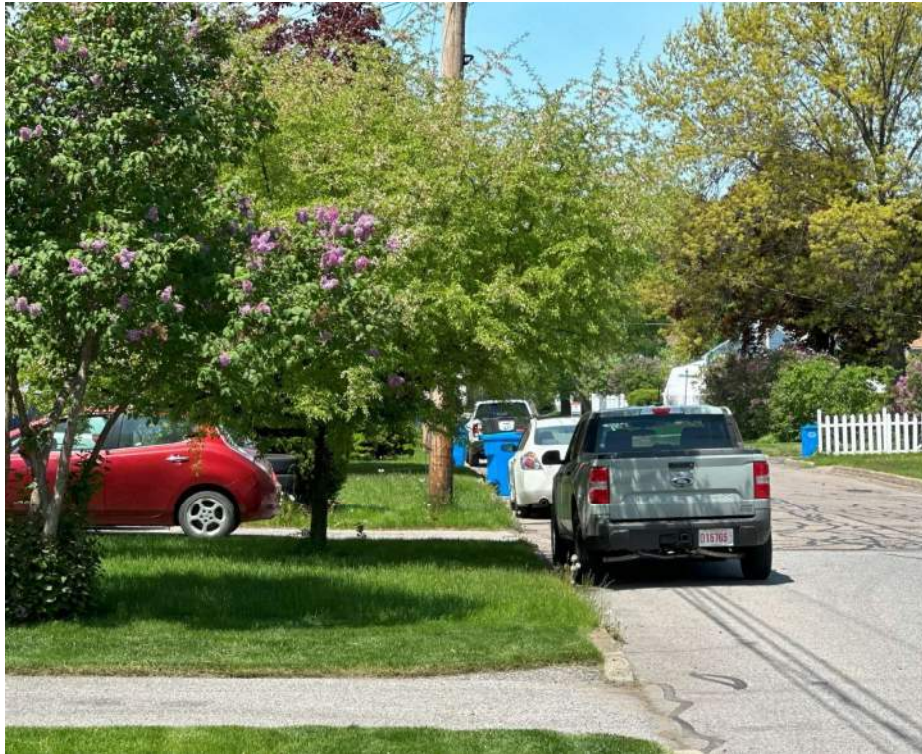
Summary of “Additional Notes”	Number of Responses
Want to see sidewalks	7
Don’t want sidewalks	5
Want a shared pedestrian/bike lane	5
Sidewalks don’t seem necessary	4
Concerned with speeding traffic	4
Concerned how sidewalks would impact my driveway	1
Concerned about sewage line liability	1

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



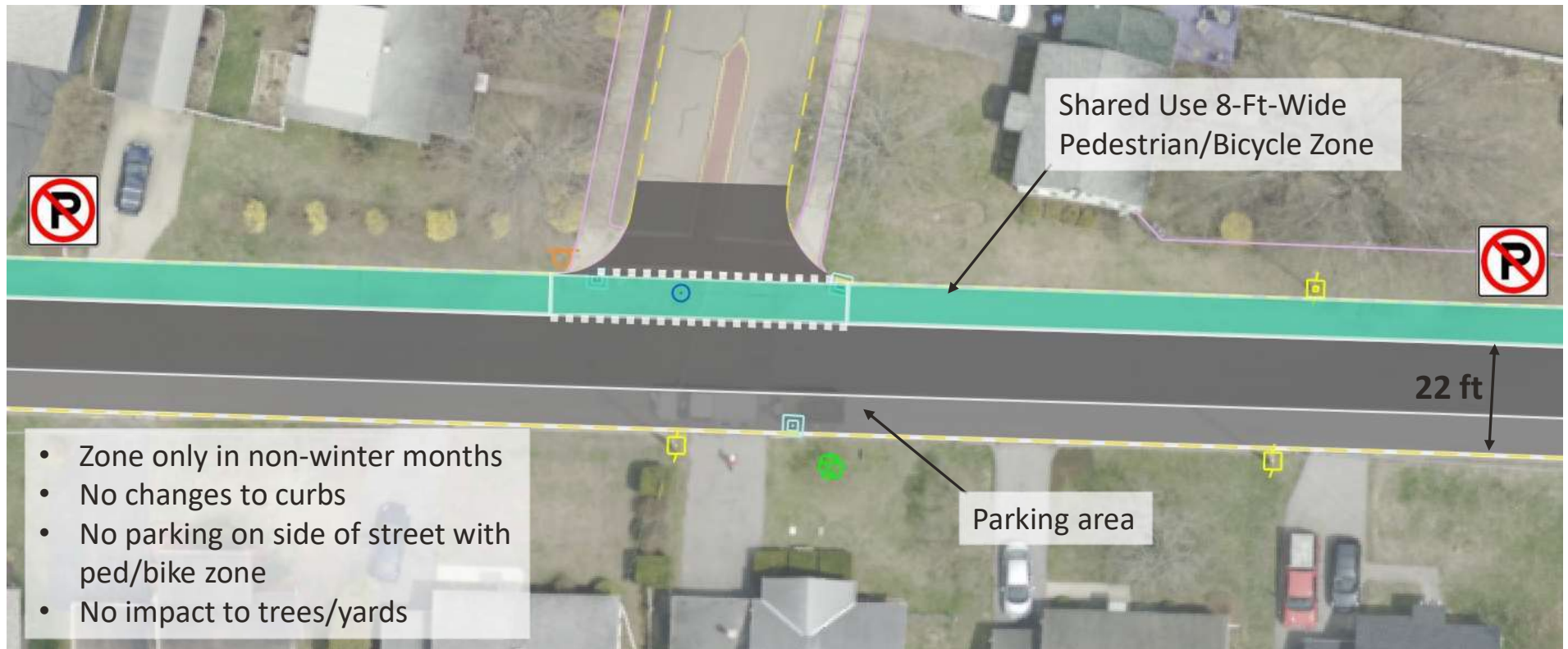
Stanbury Road



• Concerns/Challenges

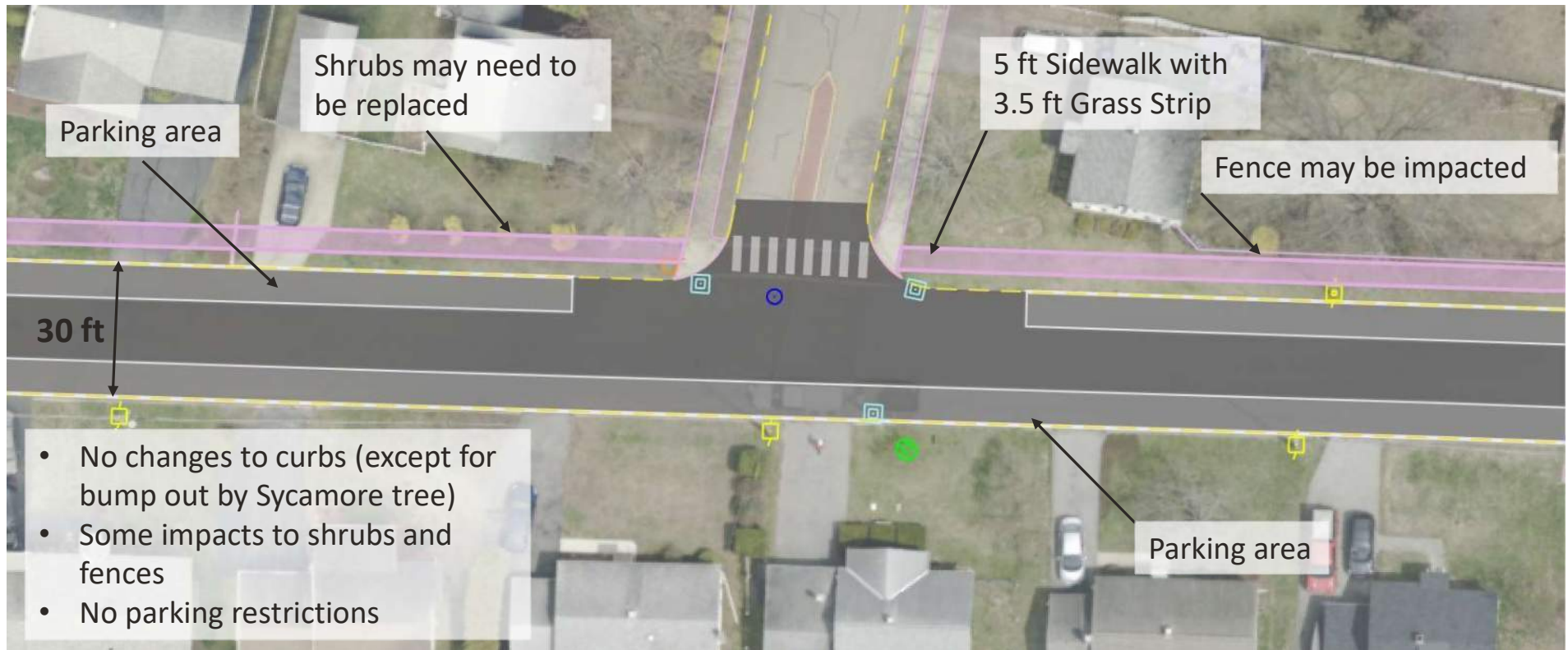
- Poor drainage – ponding and slow draining catch basins
- West side has front yards with mature plantings
- East side has a mature sycamore tree near the intersection with Staniford Road

Stanbury Road – Alt 2 – Ped/Bike Zone

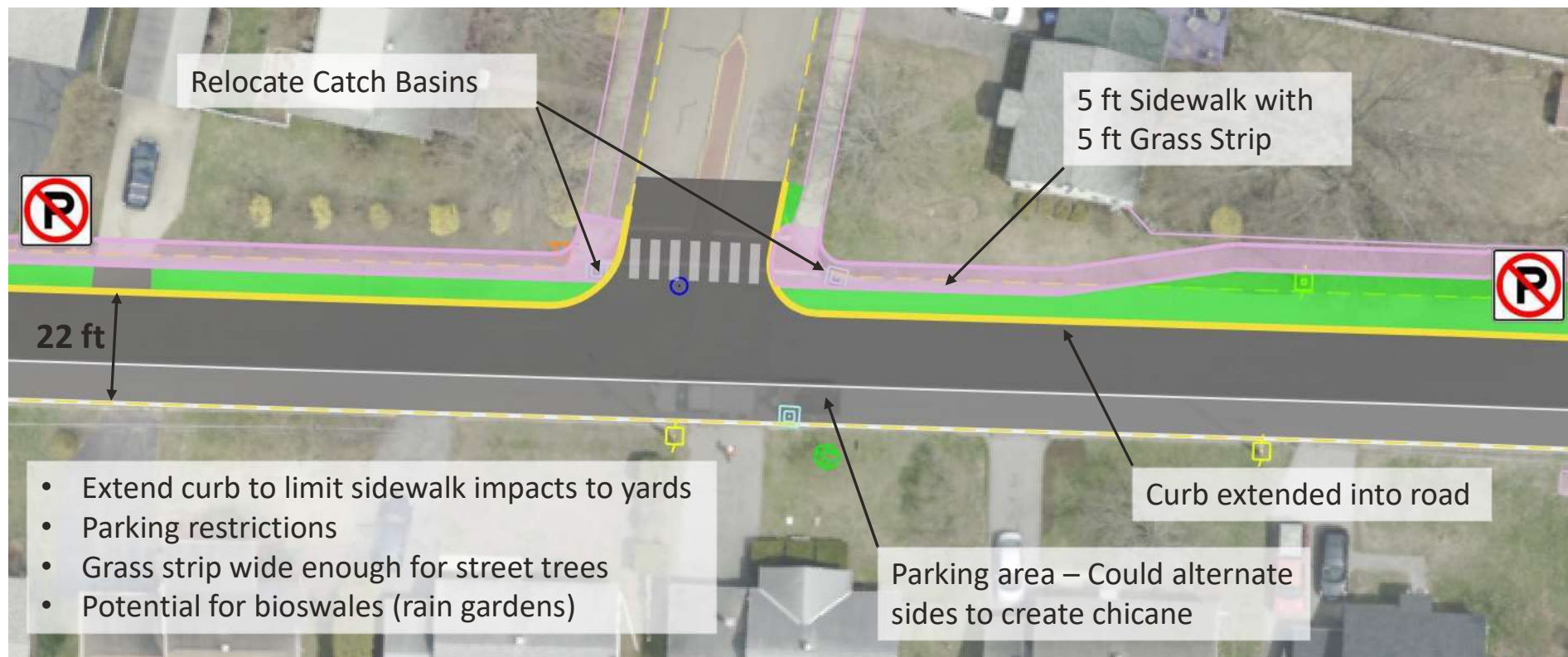


- Zone only in non-winter months
- No changes to curbs
- No parking on side of street with ped/bike zone
- No impact to trees/yards

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

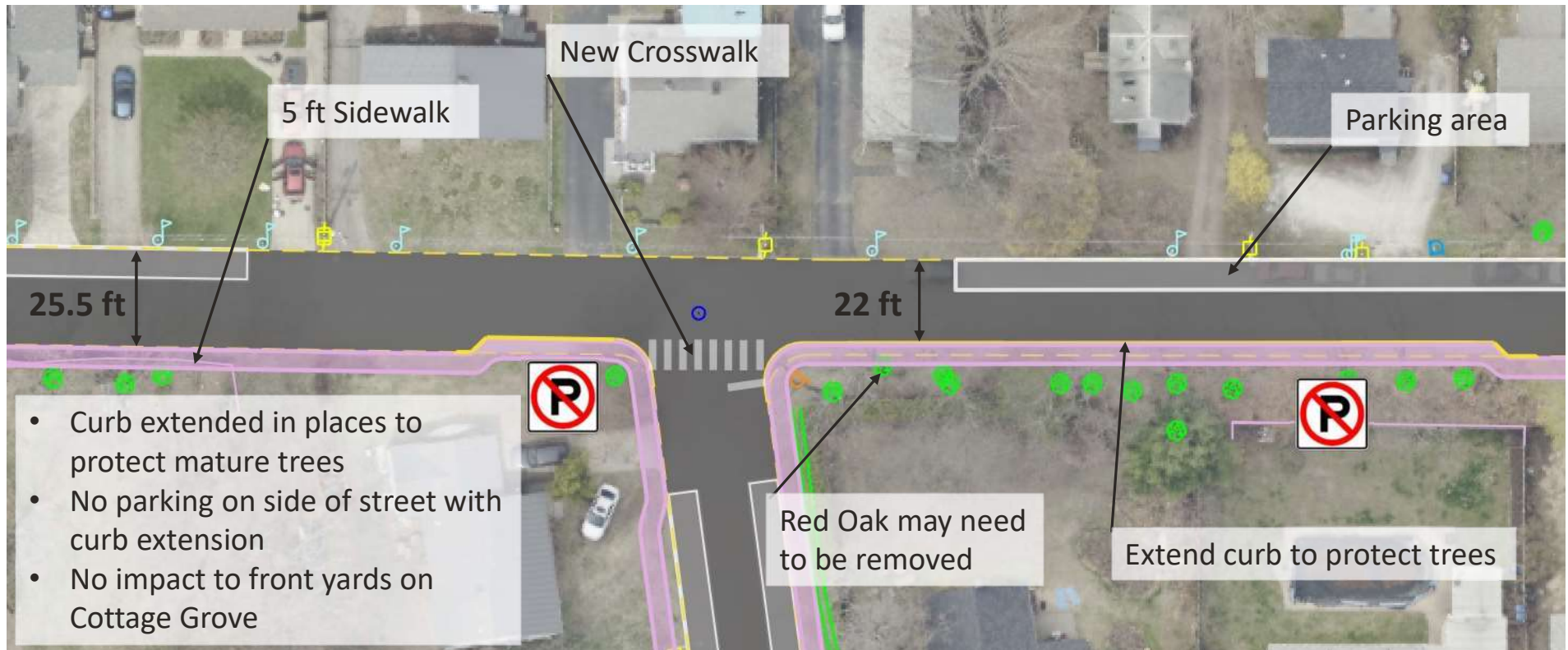


Cottage Grove/Loaldo Drive



- 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

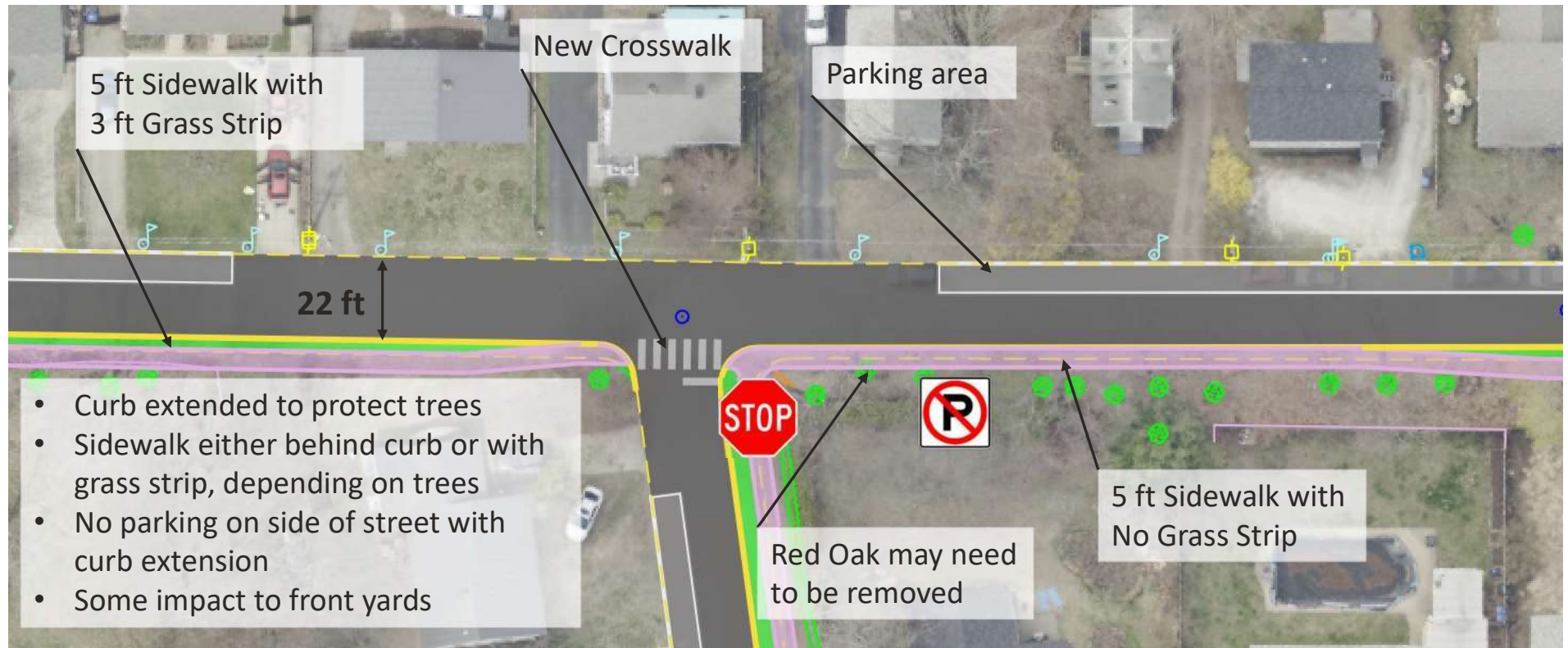
Cottage Grove– Alt 2 – Sidewalk behind curb



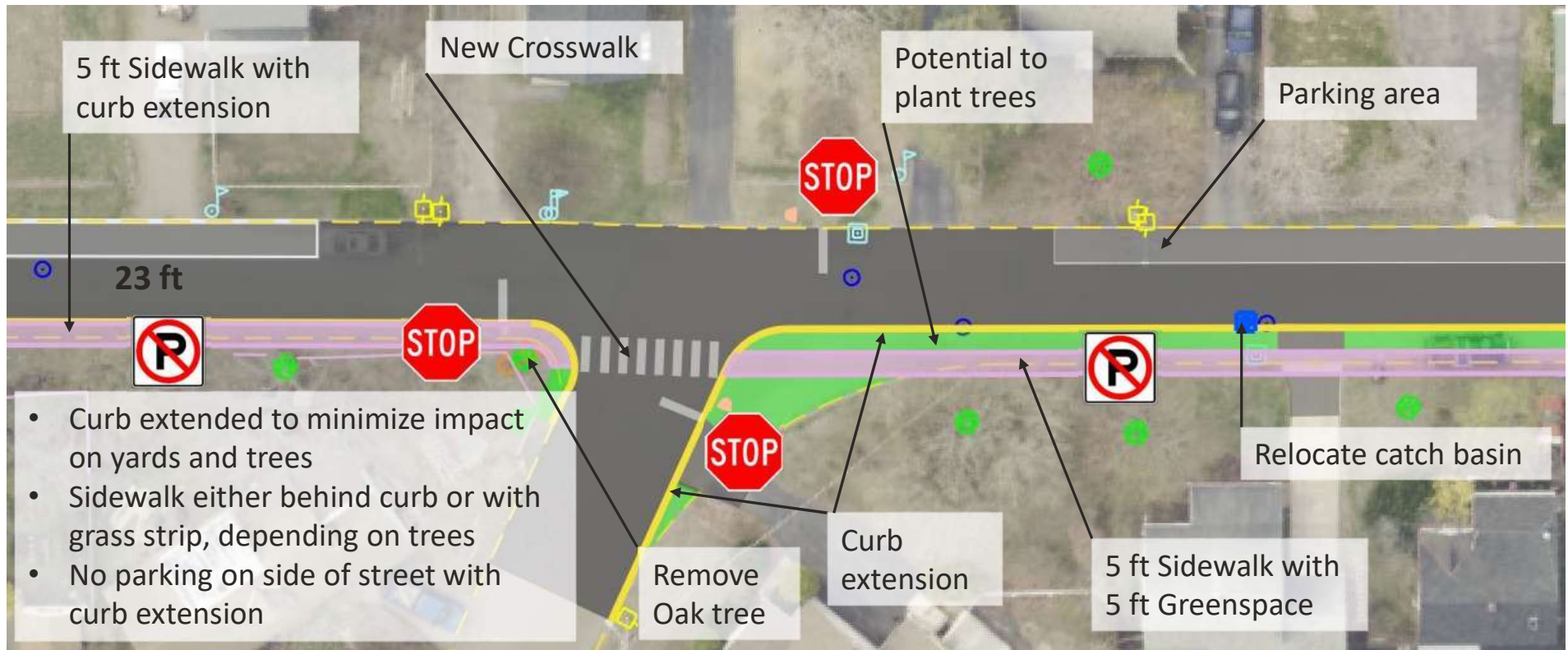
Loaldo Drive– Alt 2 – Sidewalk behind curb



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

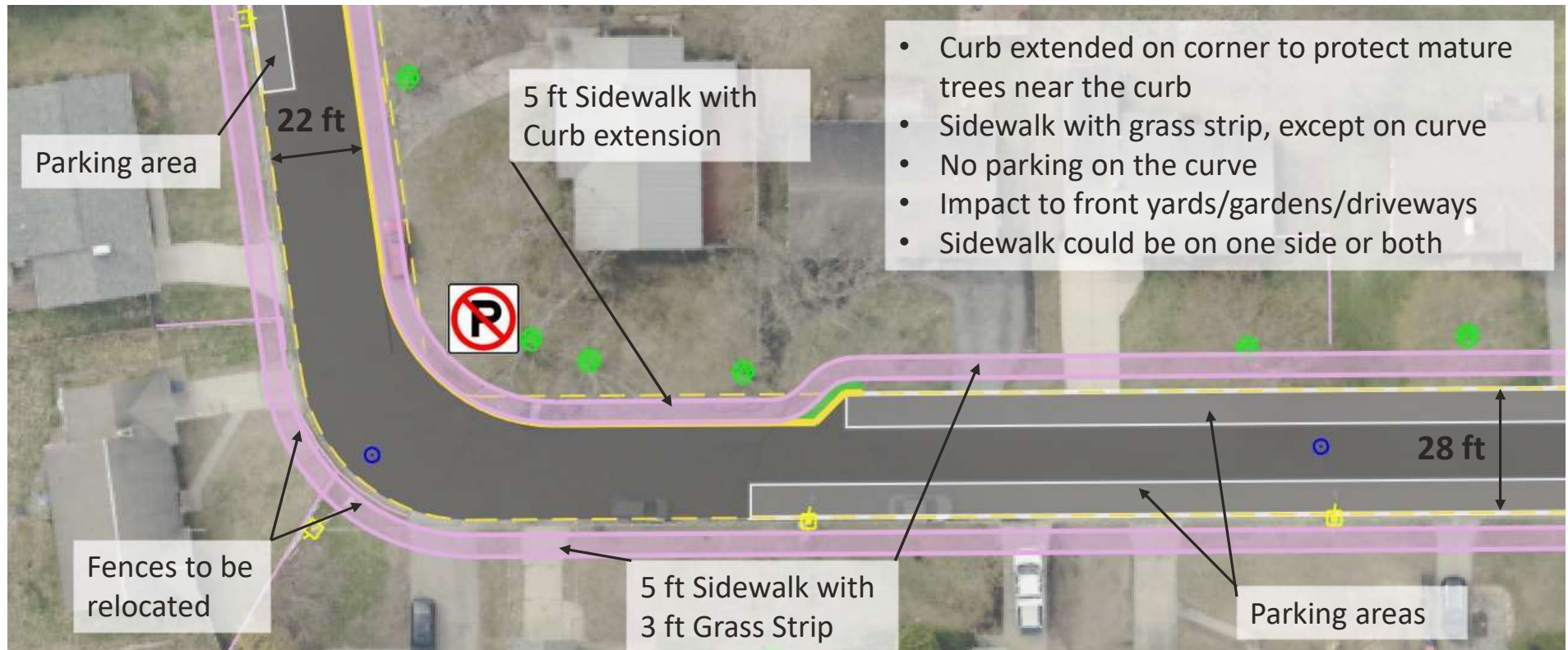


- Concerns/Challenges
 - Large statement trees on corner, adjacent to curb
 - Short driveways
 - Front yard gardens, trees and fences
 - Very little drainage

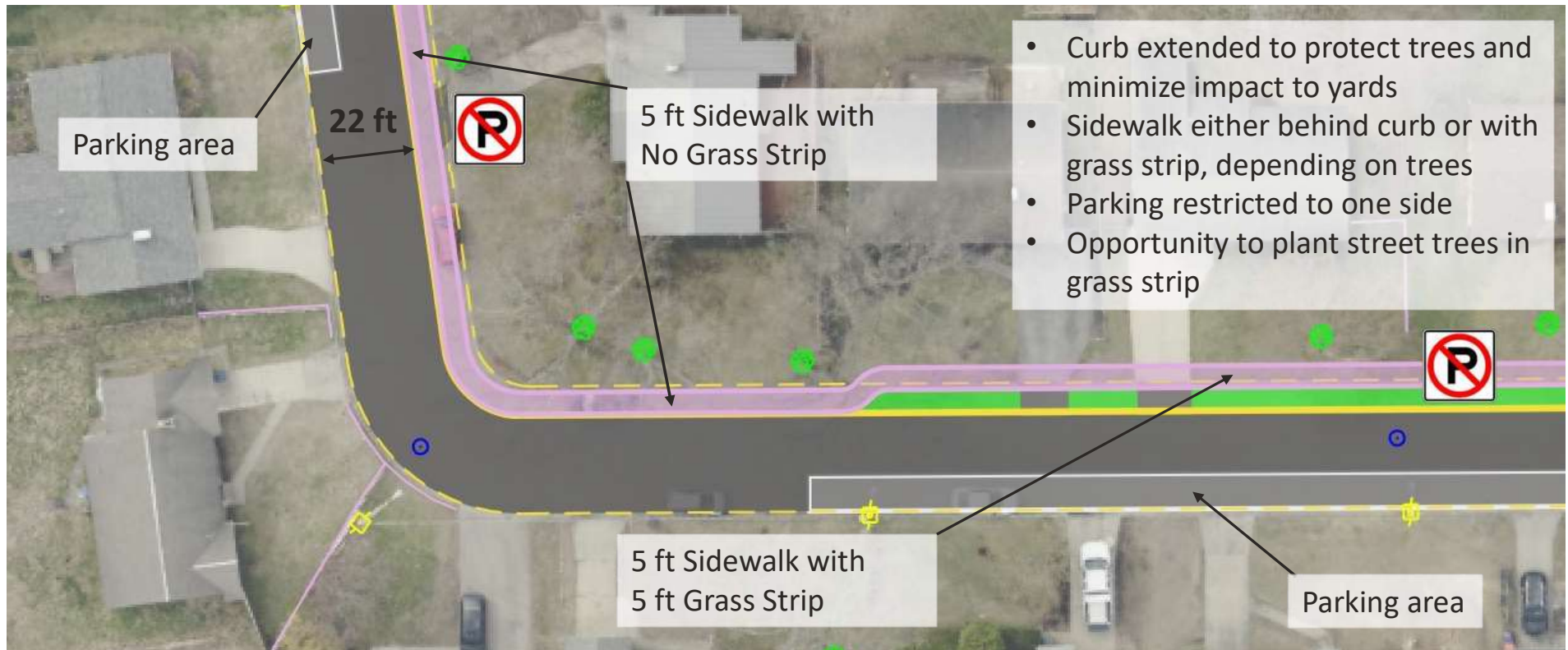
Green Acres – Alt 2 – Pedestrian Zone



Green Acres – Alt 3– Sidewalk behind curb



Green Acres – Alt 4 – Sidewalk w/ curb ext.



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

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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

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LEGEND:

PROPOSED SIDEWALK

PROPOSED PEDESTRIAN ZONE

PROPOSED GREEN SPACE

PROPOSED PAVED APRON

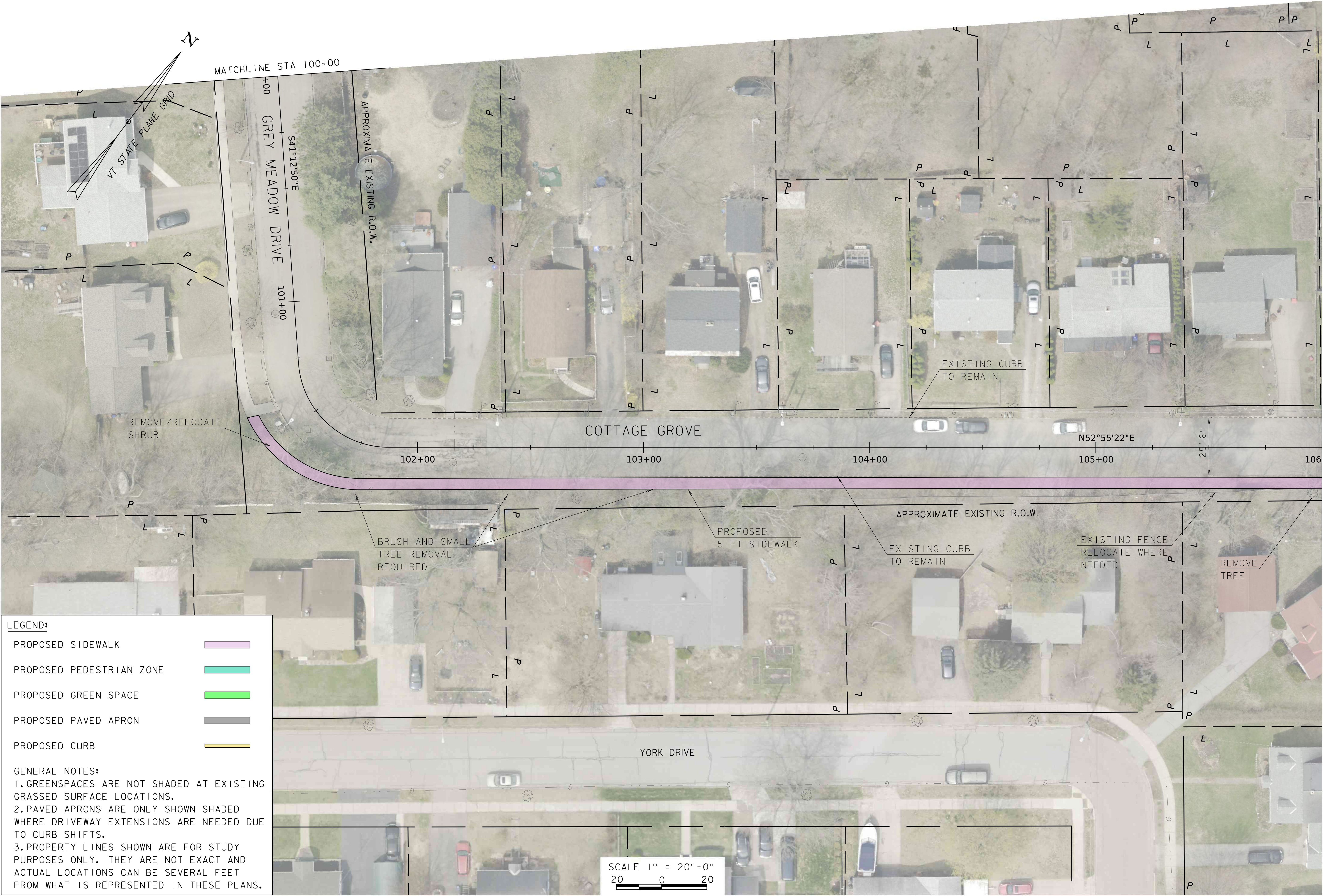
PROPOSED CURB

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.





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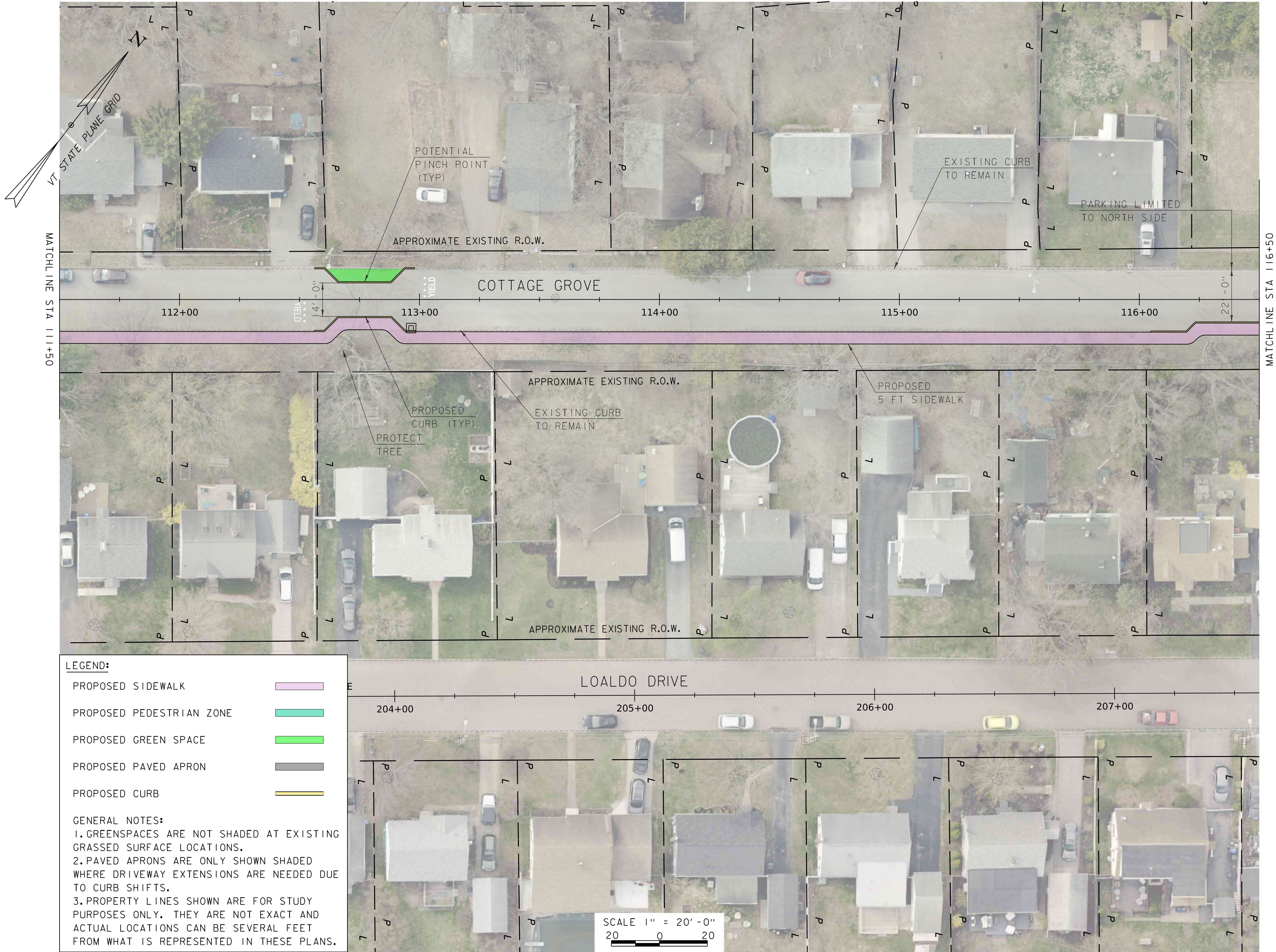
CITY OF BURLINGTON

BURLINGTON, VERMONT

NEW NORTH END SIDEWALKS

COTTAGE GROVE ALTERNATIVE 2 (SHEET 1 OF 4)

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LEGEND:

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

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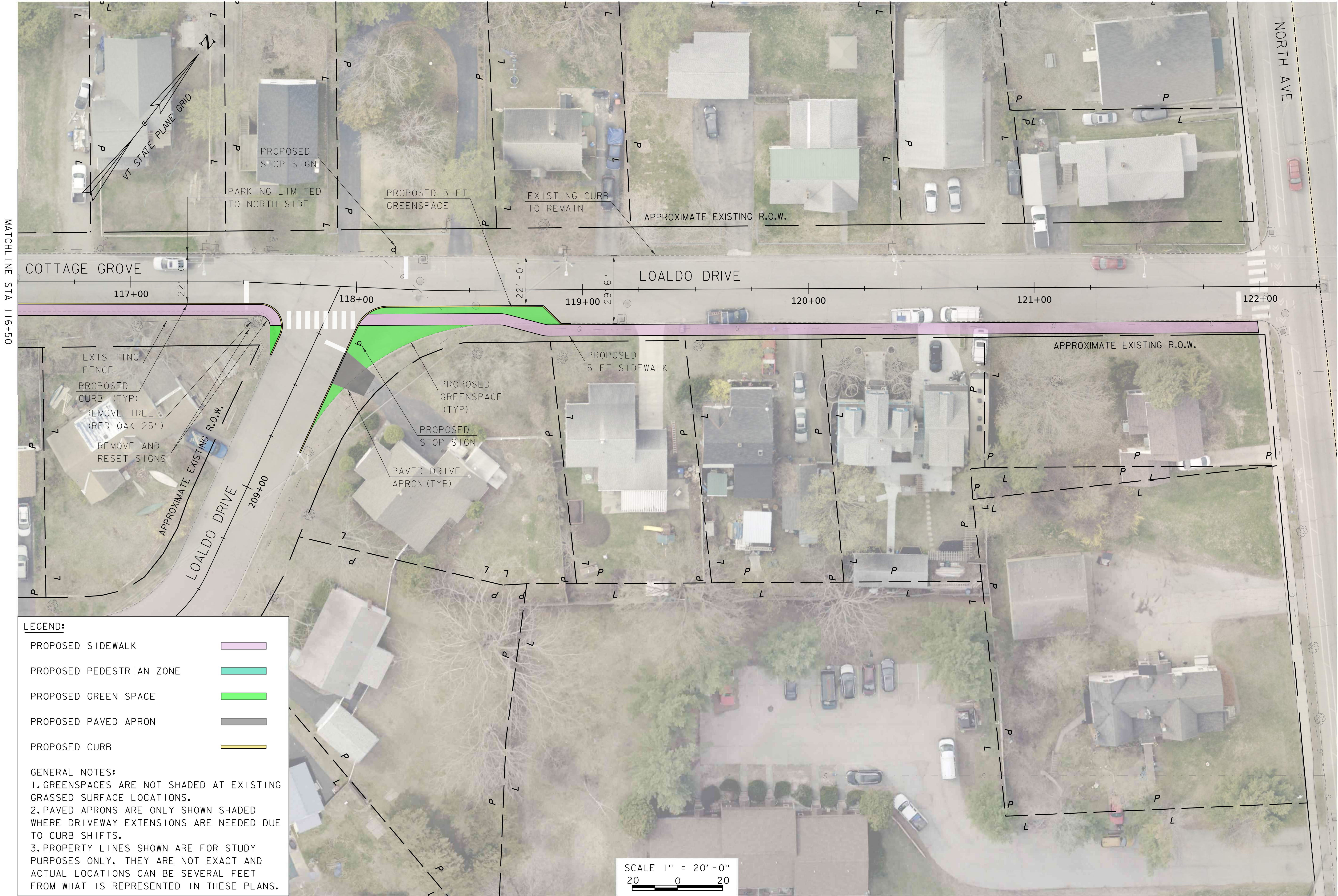
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FIGURE 3		MODEL NAME all2Cottage(304)	DRAWN LSB
FIGURE 3 OF 29		SCALE AS SHOWN	CHECKED JAO
		DATE DECEMBER 2024	

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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. 21120006.09

FIGURE

4

FIGURE 4 OF 29

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PROPOSED PEDESTRIAN ZONE

PROPOSED GREEN SPACE

PROPOSED PAVED APRON

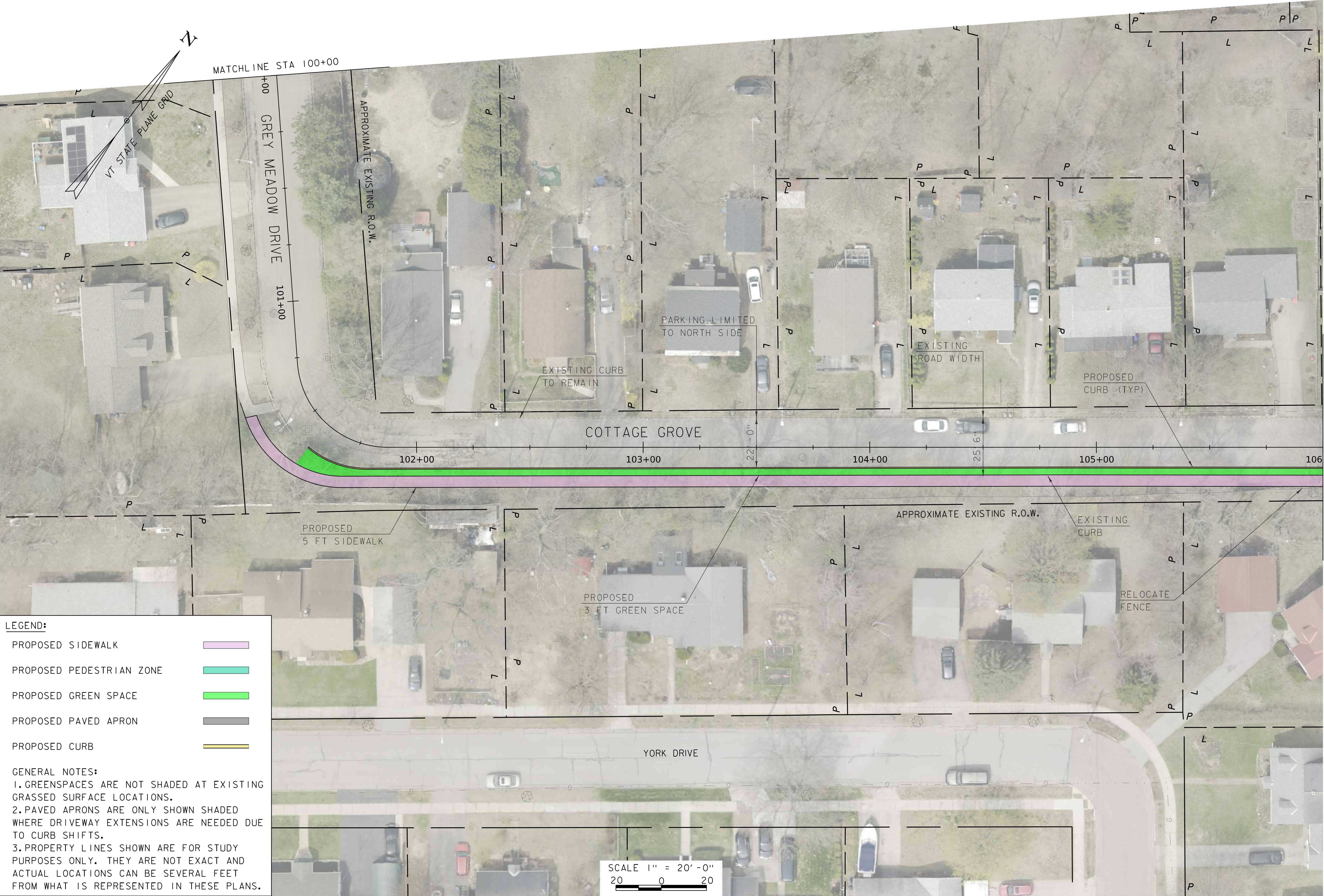
PROPOSED CURB

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NINE SIDEWALK STUDY

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MODEL NAME

PROJECT NAME

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AS SHOWN

DATE

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all3 Collapsed (1 of 4)

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CITY OF BURLINGTON
BURLINGTON, VERMONT
NEW NORTH END SIDEWALKS

COTTAGE GROVE ALTERNATIVE 3 (SHEET 1 OF 4)

PROJECT NO. 21_120006_09

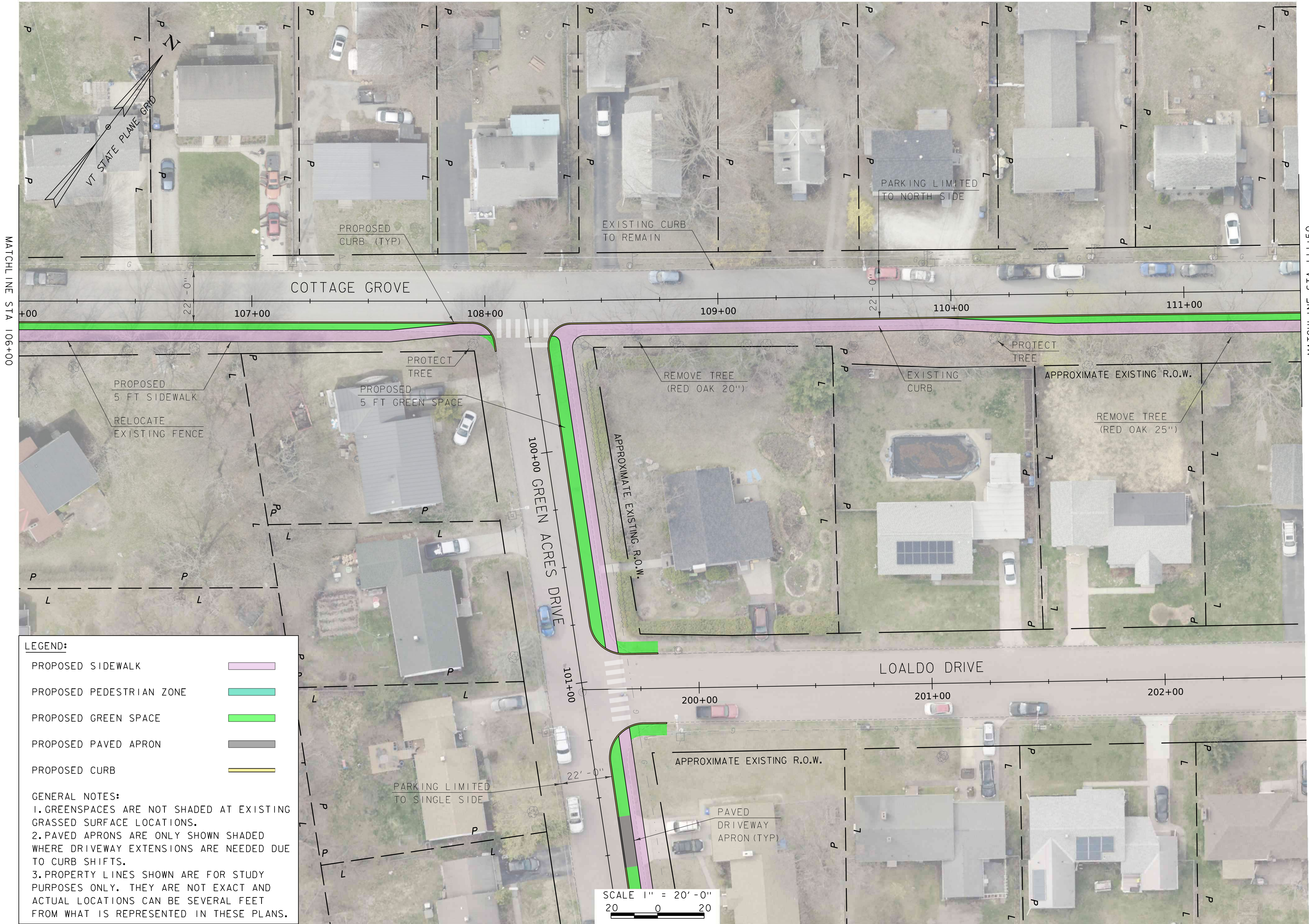
FIGURE

5

FIGURE 5 OF 29

Page 174 of 616

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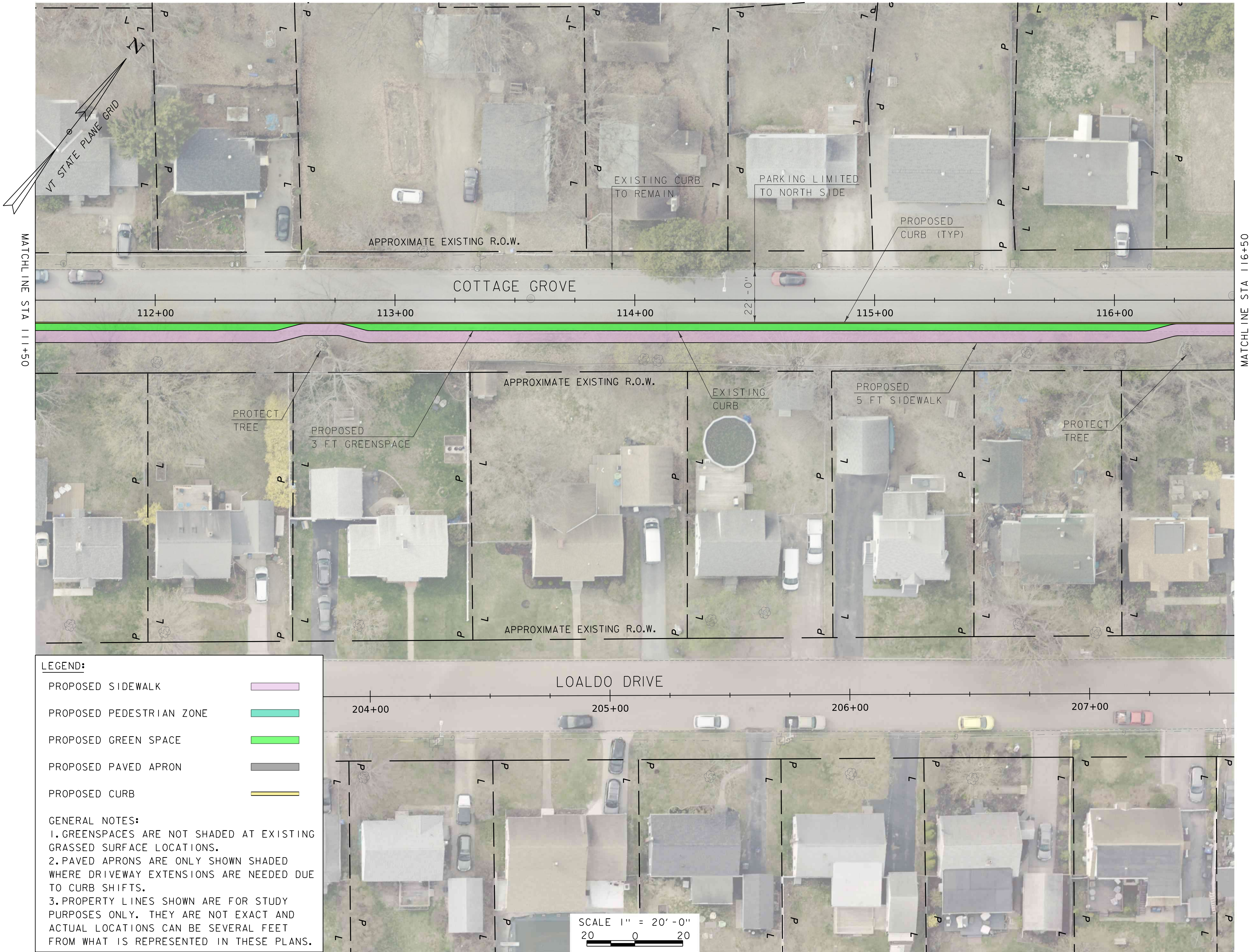
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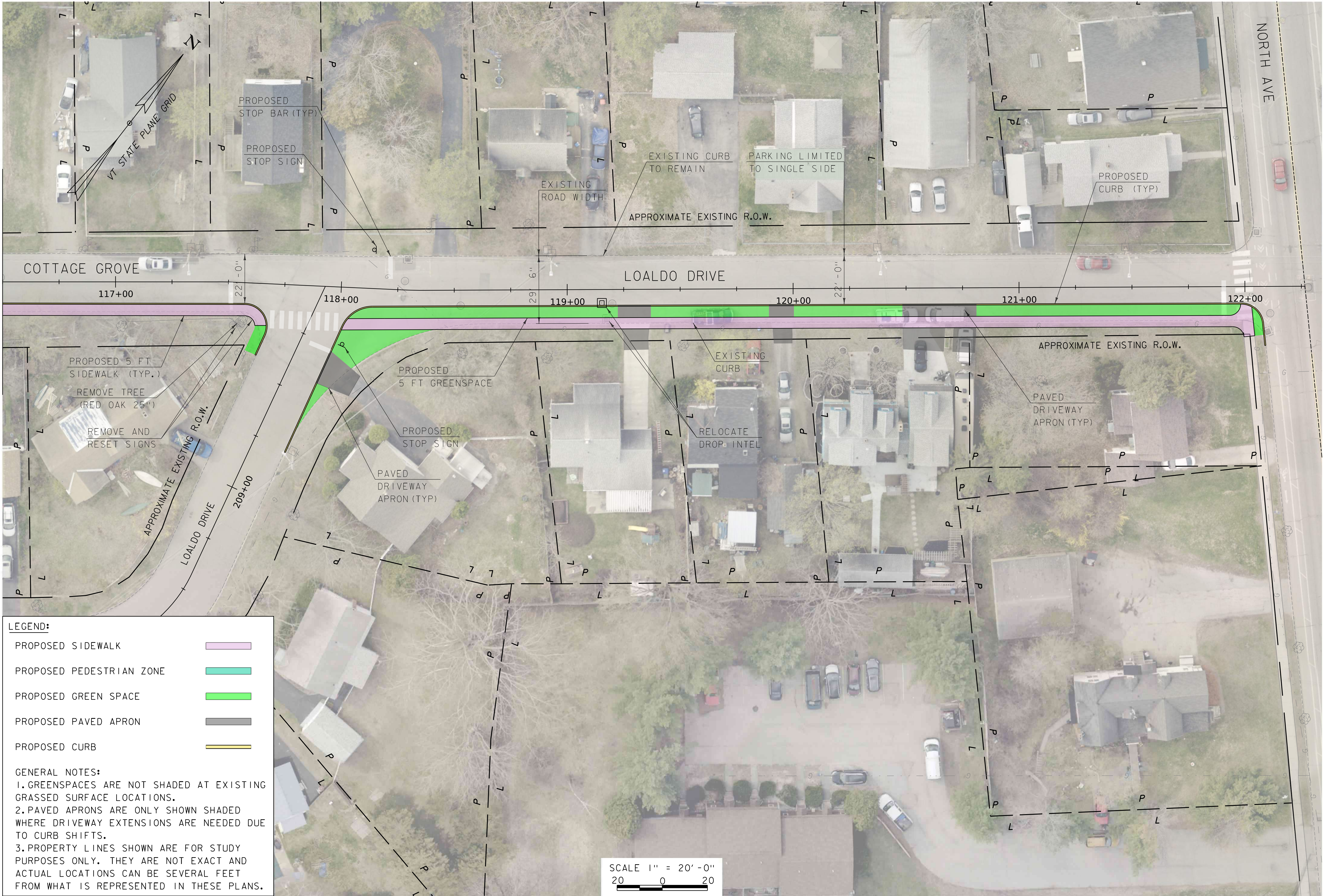
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BURLINGTON, VERMONT
NEW NORTH END SIDEWALKS
COTTAGE GROVE ALTERNATIVE 3 (SHEET 2 OF 4)

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MATCH LINE STA 116+50



LEGEND:

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

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SCALE 1" = 20'-0"
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DATE	DECEMBER 2024				



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

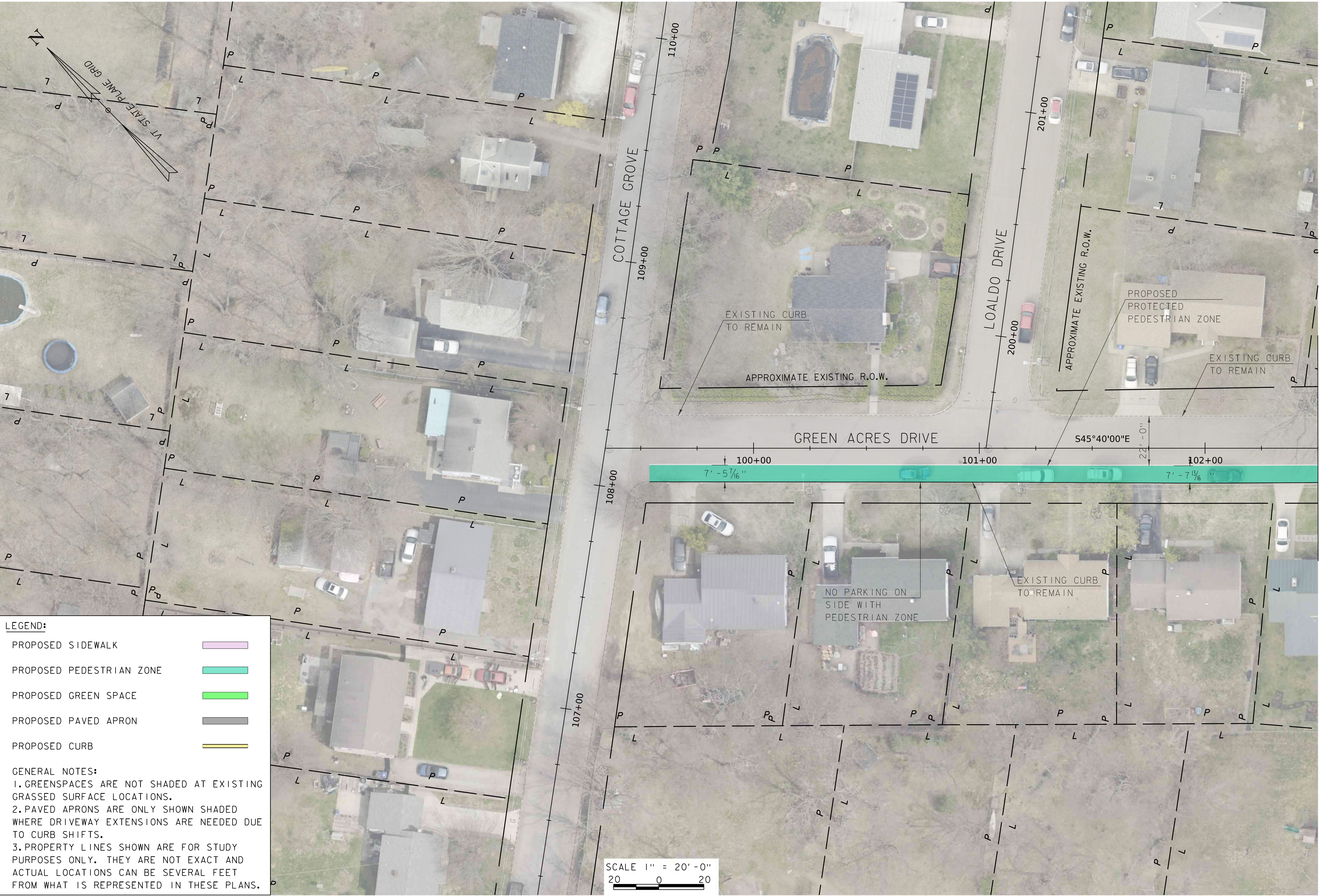
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FIGURE

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FIGURE 8 OF 29

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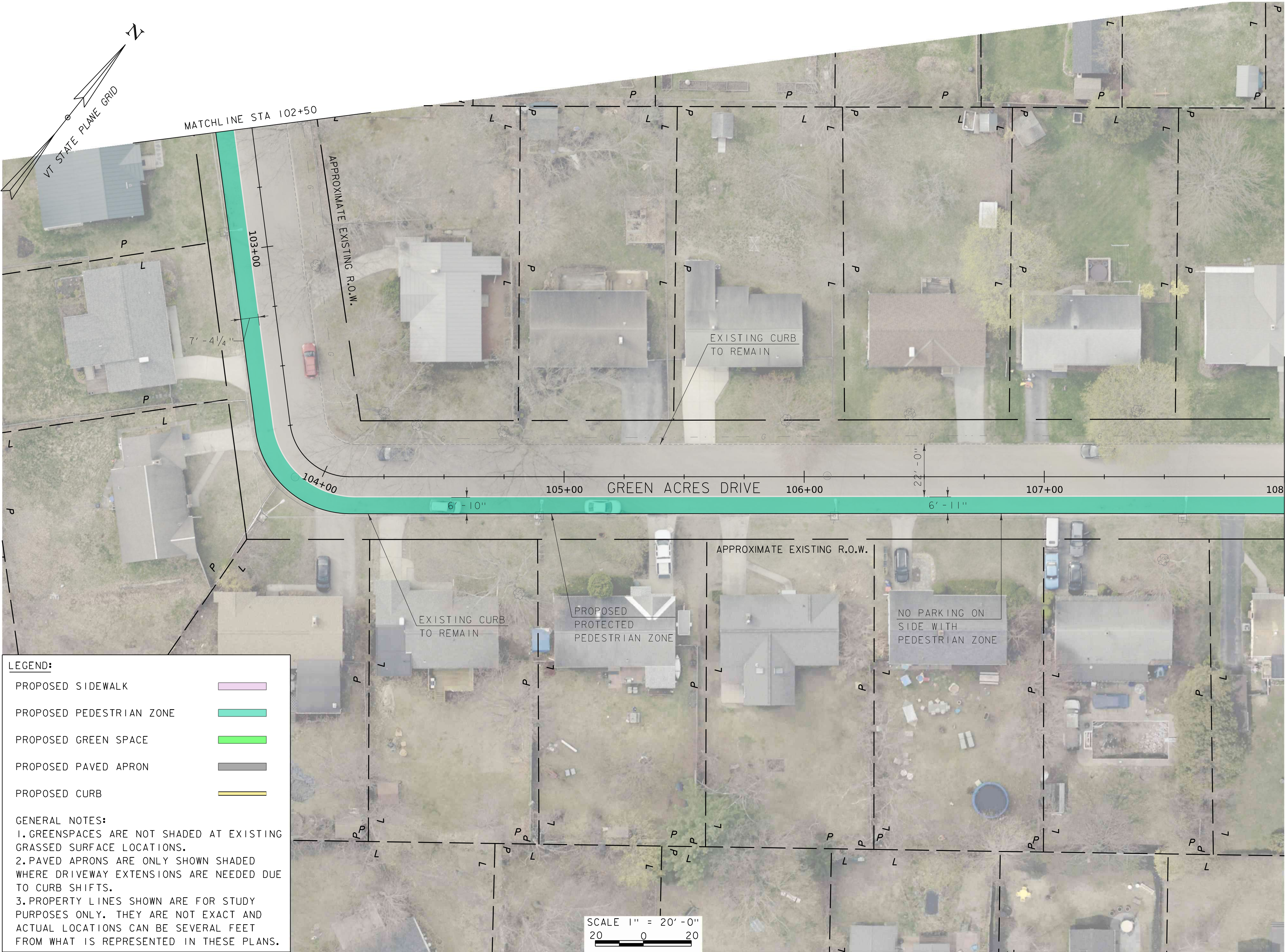
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CITY OF BURLINGTON
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NEW NORTH END SIDEWALKS
GREEN ACRES DRIVE ALTERNATIVE 2 (SHEET 1 OF 4)

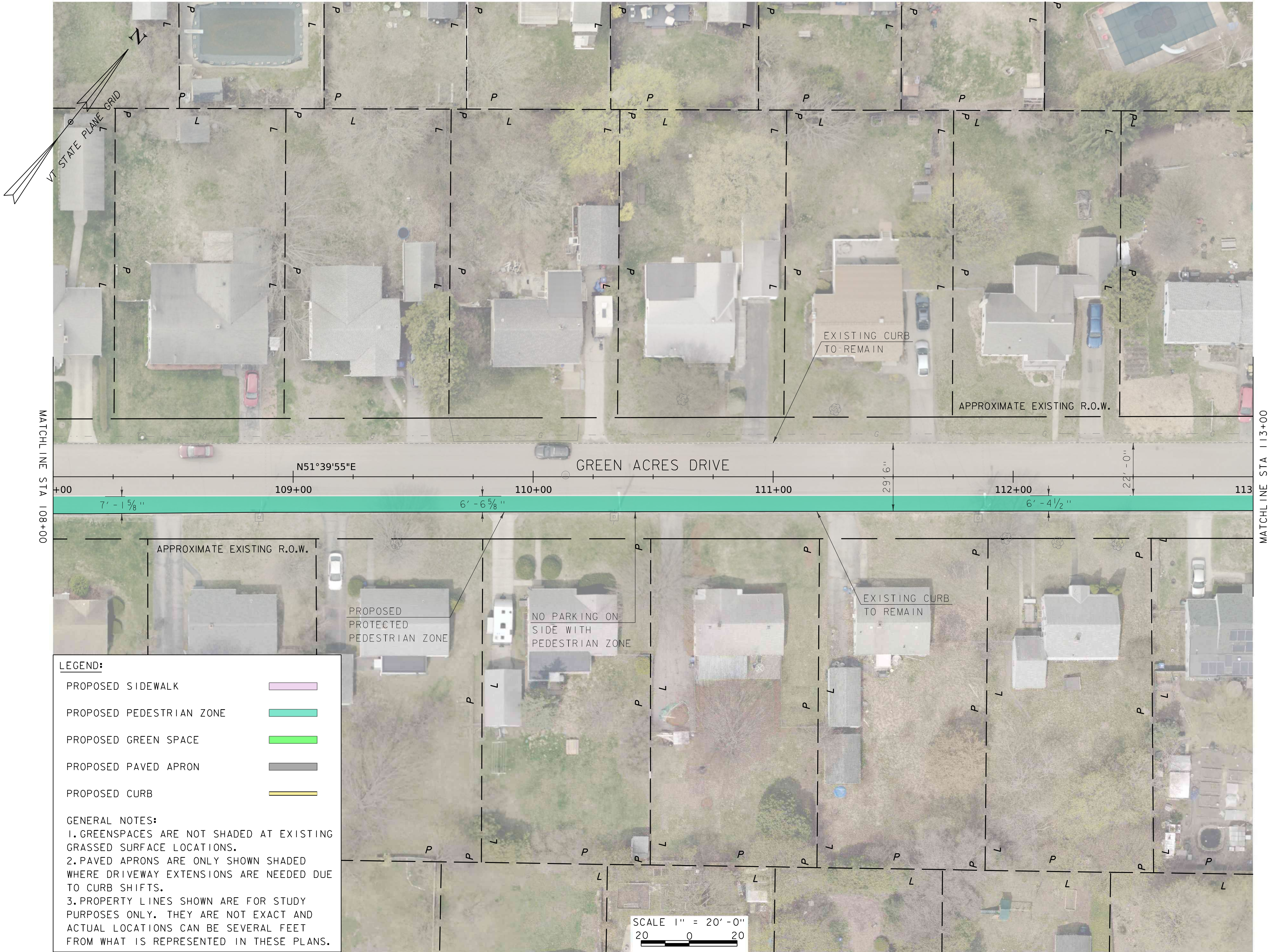
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DATE	DECEMBER 2024

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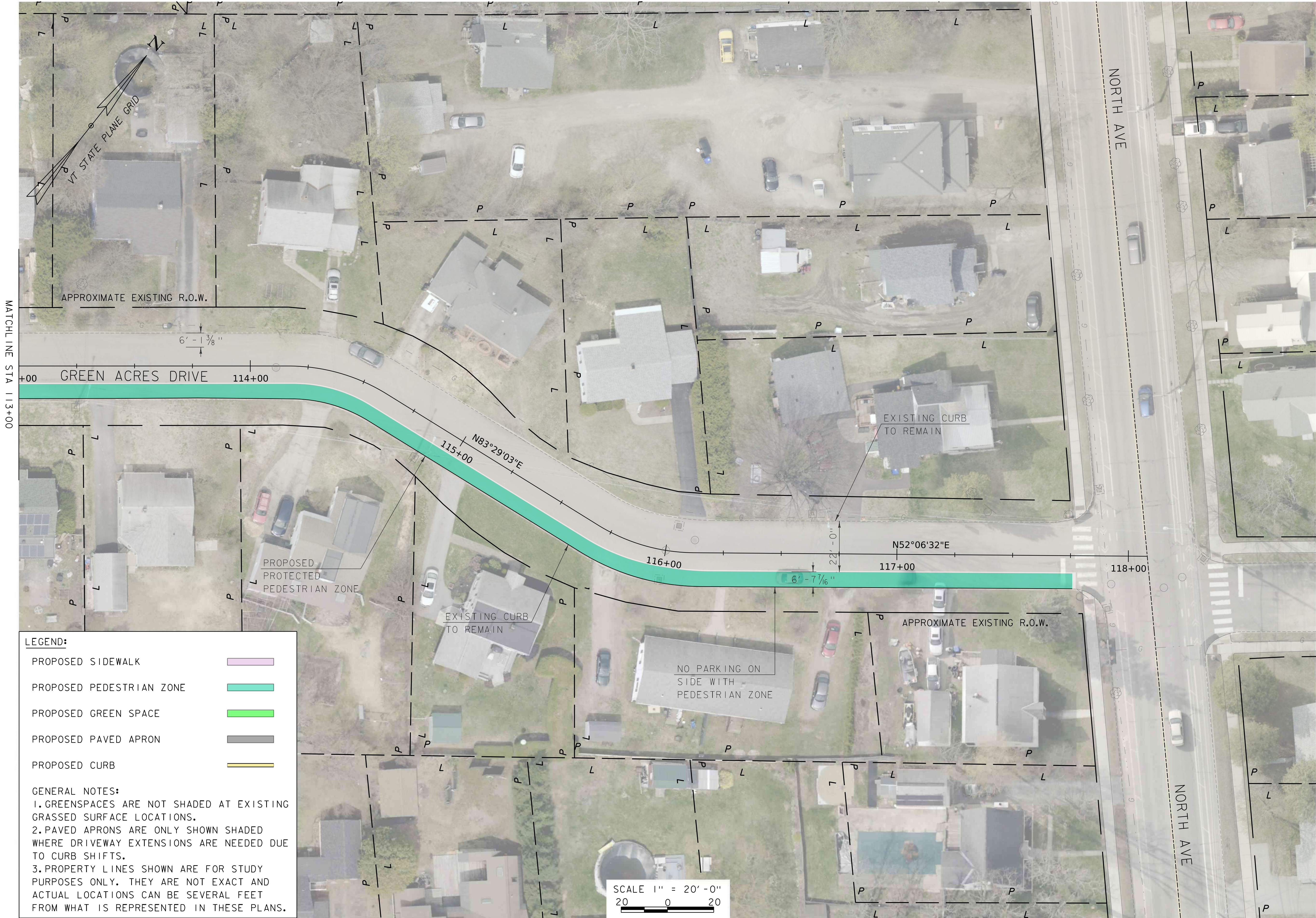
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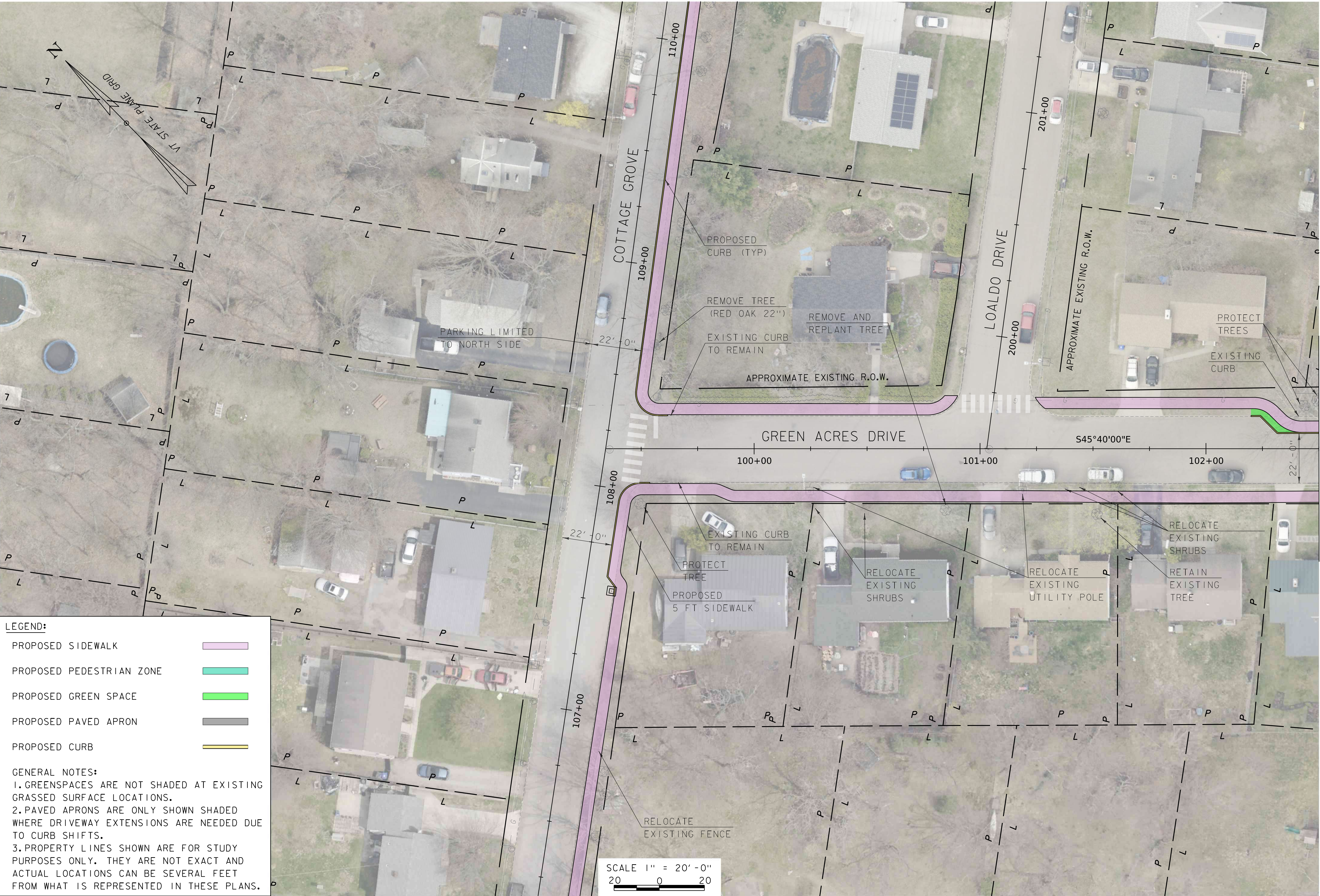
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11		FIGURE 11 OF 29	
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NEW NORTH END SIDEWALKS
GREEN ACRES DRIVE ALTERNATIVE 2 (SHEET 4 OF 4)

NNE SIDEWALK STUDY			
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SCALE	AS SHOWN		



LEGEND:

PROPOSED SIDEWALK

PROPOSED PEDESTRIAN ZONE

PROPOSED GREEN SPACE

PROPOSED PAVED APRON

PROPOSED CURB

GENERAL NOTES:

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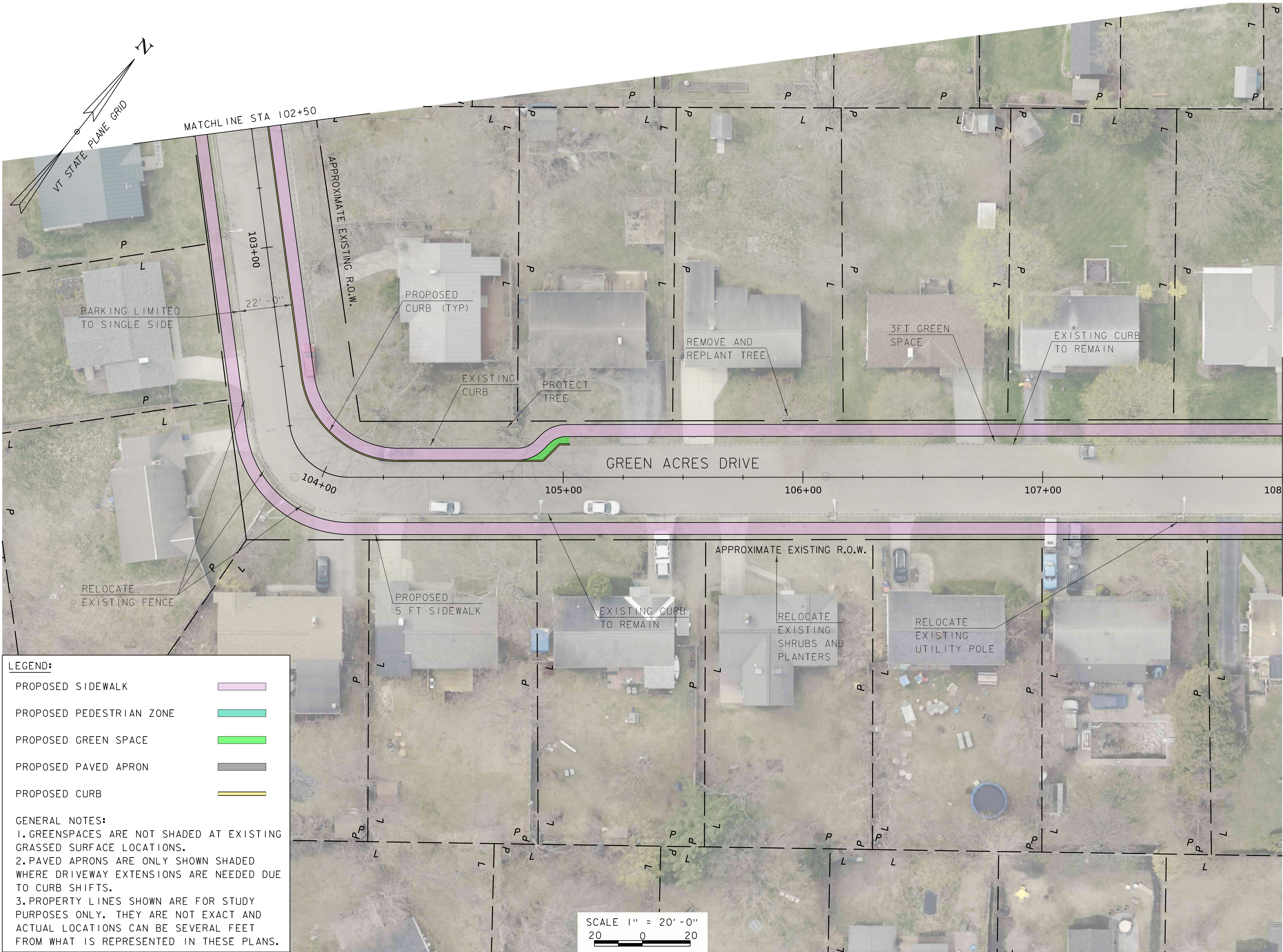
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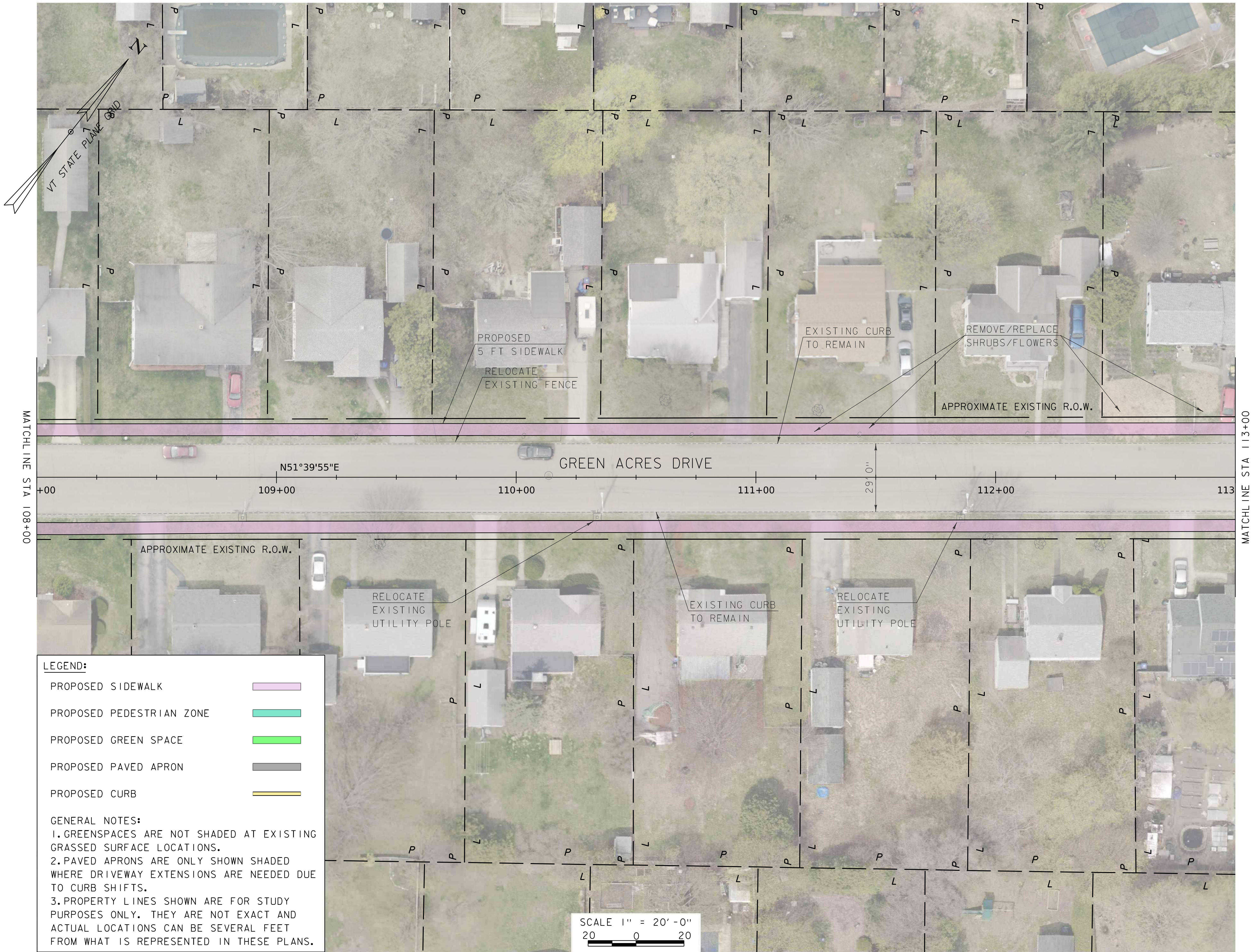
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CITY OF BURLINGTON
BURLINGTON, VERMONT
NEW NORTH END SIDEWALKS
GREEN ACRES DRIVE ALTERNATIVE 3 (SHEET 1 OF 4)

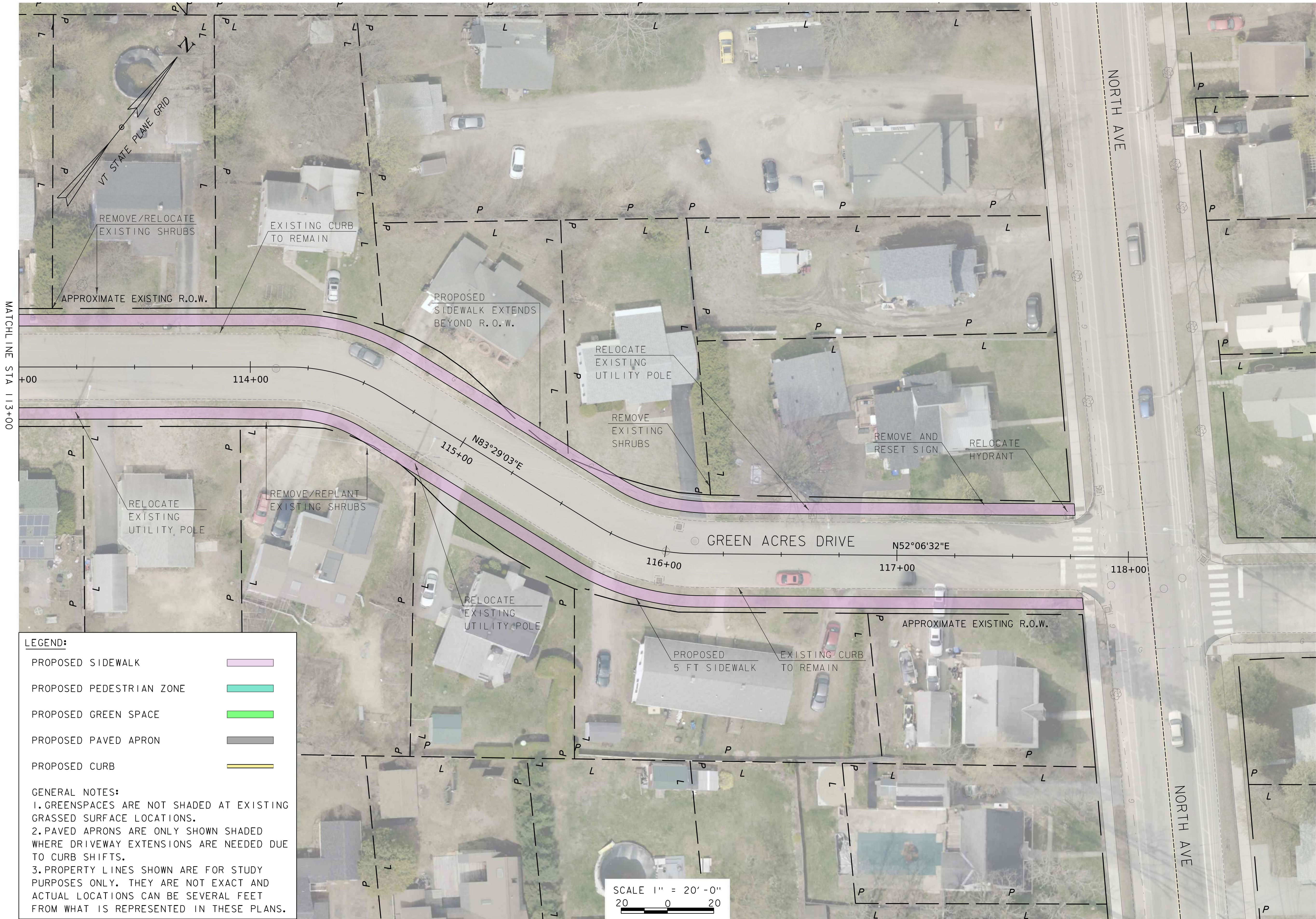
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DATE	DECEMBER 2024





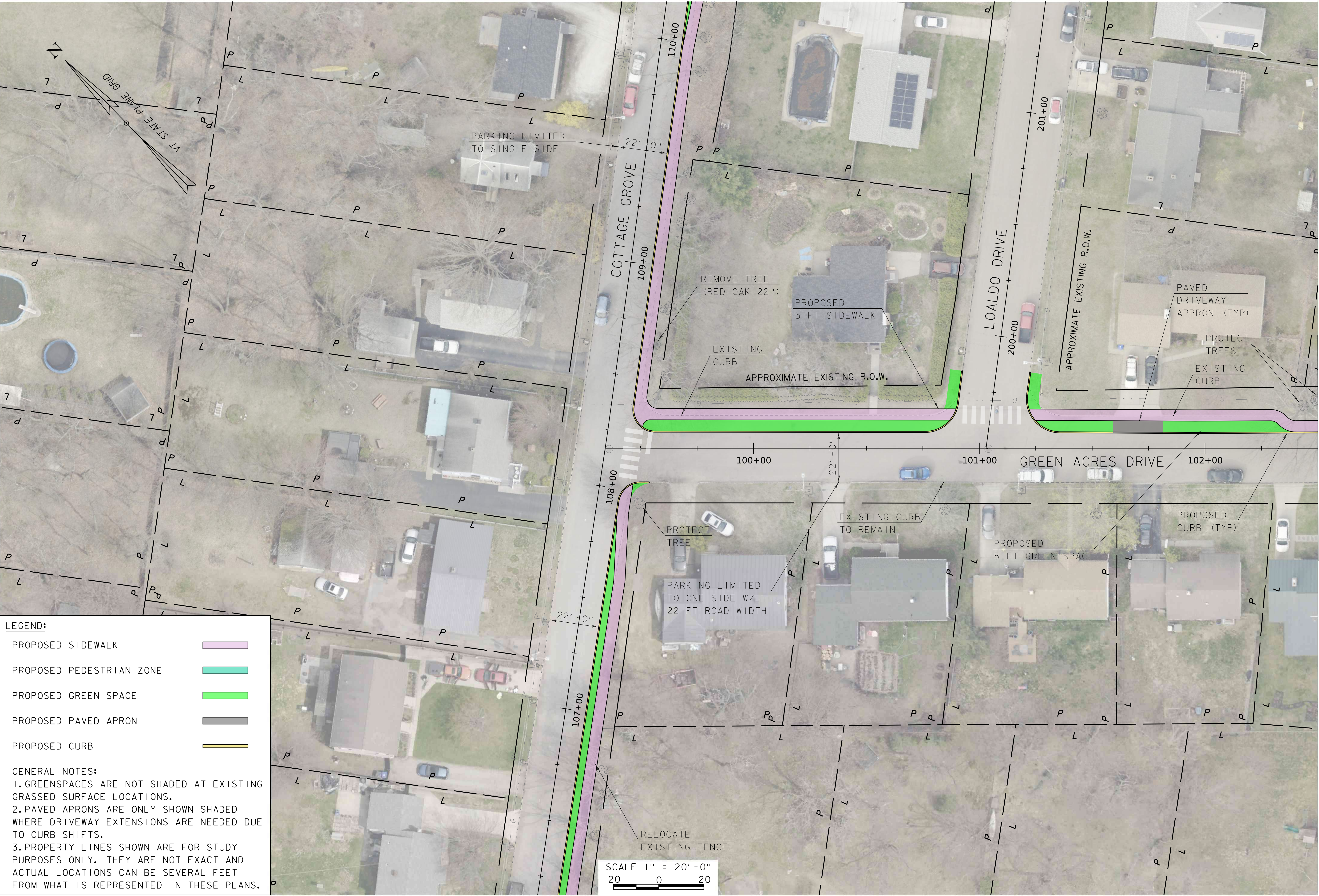
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GREEN ACRES DRIVE ALTERNATIVE 3 (SHEET 3 OF 4)		HOYLE TANNER 125 College Street, 4th Floor • Burlington, VT 05401 (802) 860-1331 • www.hoyletanner.com	
NINE SIDEWALK STUDY		DESIGNER FILENAME 21.12006.09bdr_lay AMS MODEL NAME 21.12006.09bdr_lay DRAWN LSB CHECKED JAO DATE DECEMBER 2024	

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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.

MATCHLINE STA 102+50

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

NNE SIDEWALK STUDY		DESIGNER	AMS
FILENAME	21.120006.09bdt_1ay	DRAWN	LSB
MOTEL NAME	444GreenAcres(1of4)	CHECKED	JAO
SCALE	AS SHOWN	DATE	DECEMBER 2024

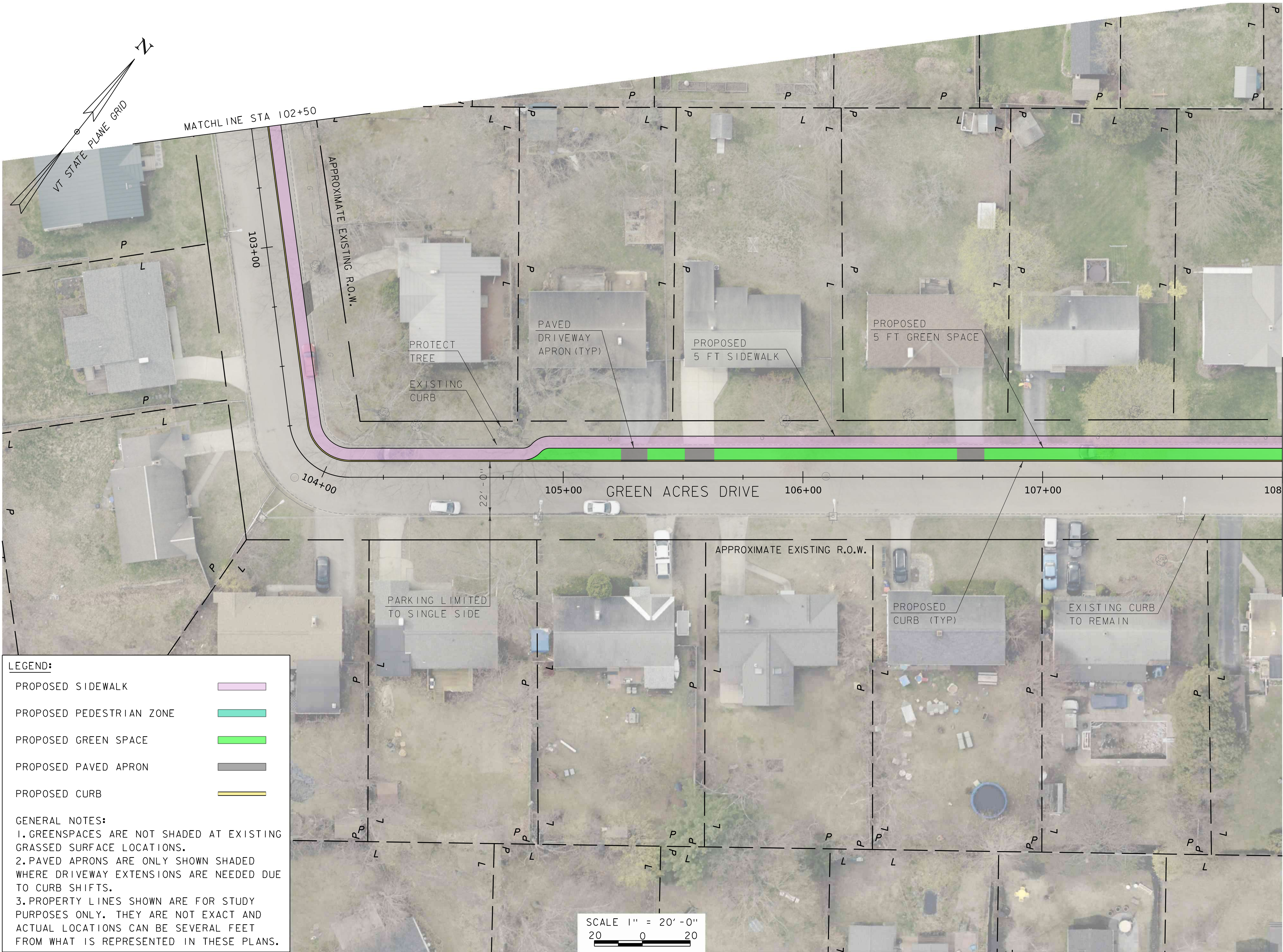
PROJECT NO. 21.120006.09

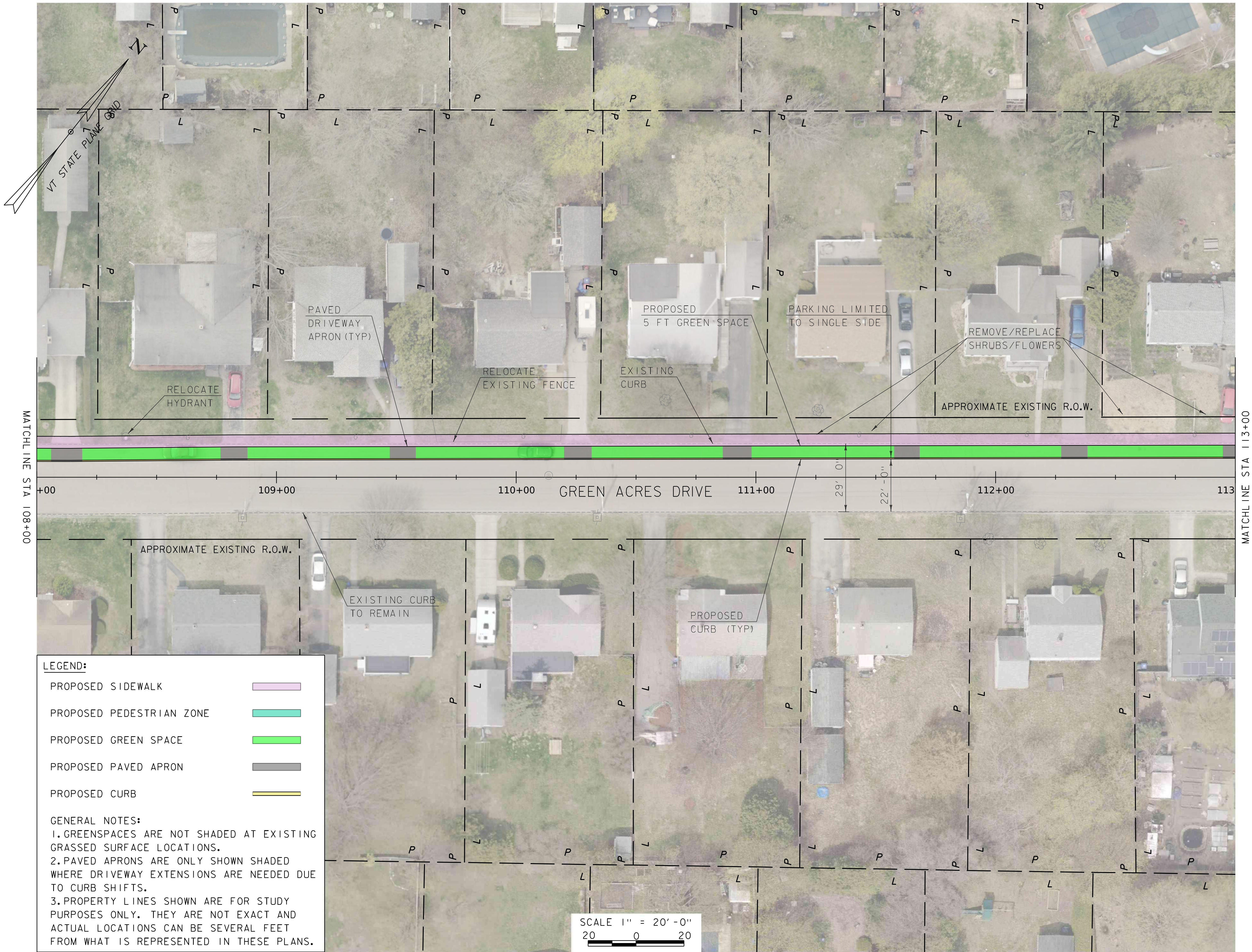
FIGURE

17

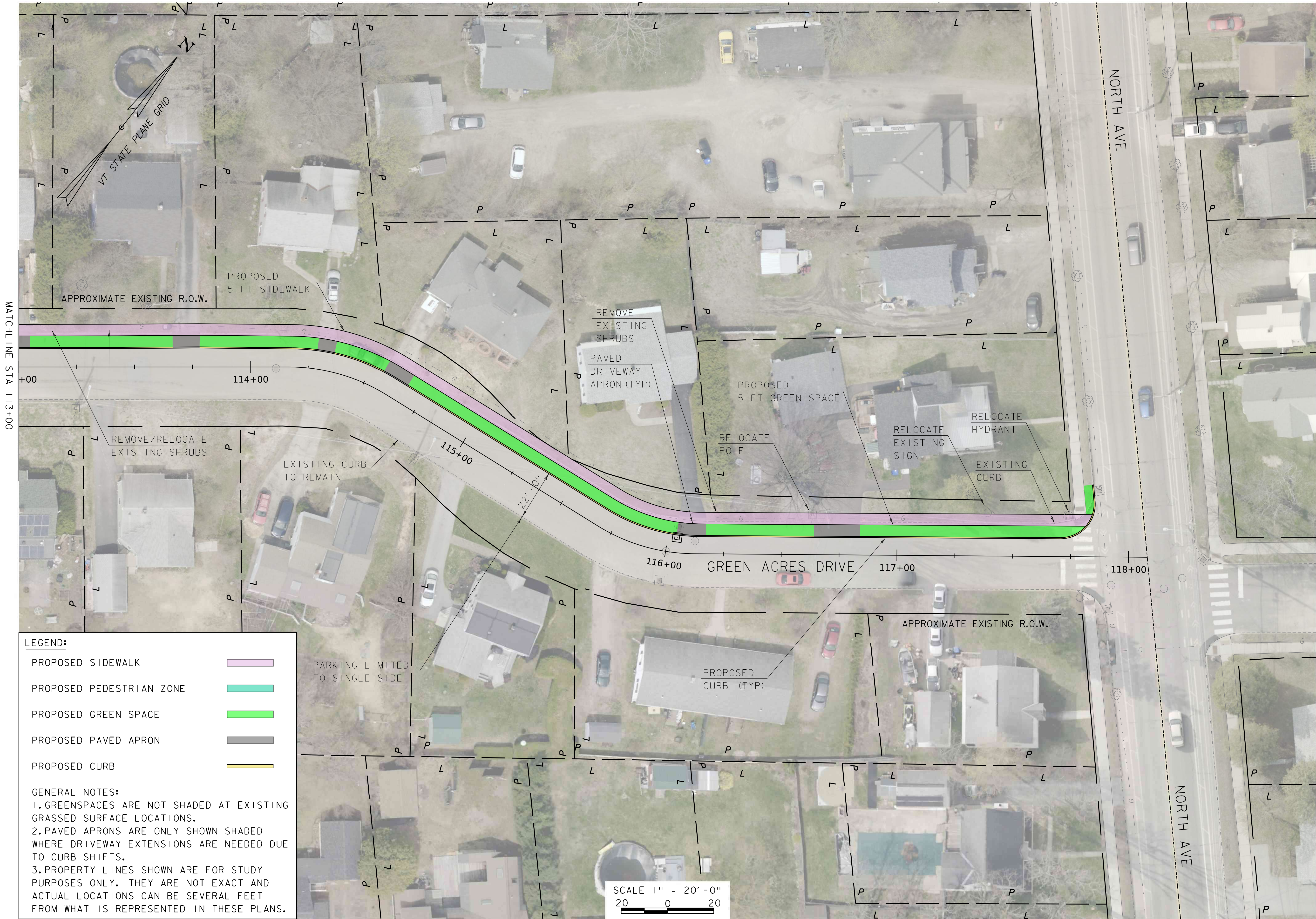
FIGURE 17 OF 29

1/28/2025 9:53:45 AM V:\1_PROJECTS\OCRPC-VT121_120006_09-CORPC-Burlington-North-End-Sidewalks\2-CADD\0-Plans\2112006.09bdr_lay.dgn





1/28/2025
9:54:23 AM
V:\1_PROJECTS\ICORPC-VT\21_120006_09-CORPC-Burlington-North-End-Sidewalks\2-CADD\IC-Plans\21_12006_09bdr_lay.dgn



NINE SIDEWALK STUDY			
FILENAME	DESIGNER	AMS	
21.12006.09bdr_lay	JLB		
MODEL NAME	DRAWN	LSB	
444GreenAcres(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.

MATCHLINE STA 105+00



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NEW NORTH END SIDEWALKS

STANBURY ROAD ALTERNATIVE 2 (SHEET 1 OF 3)

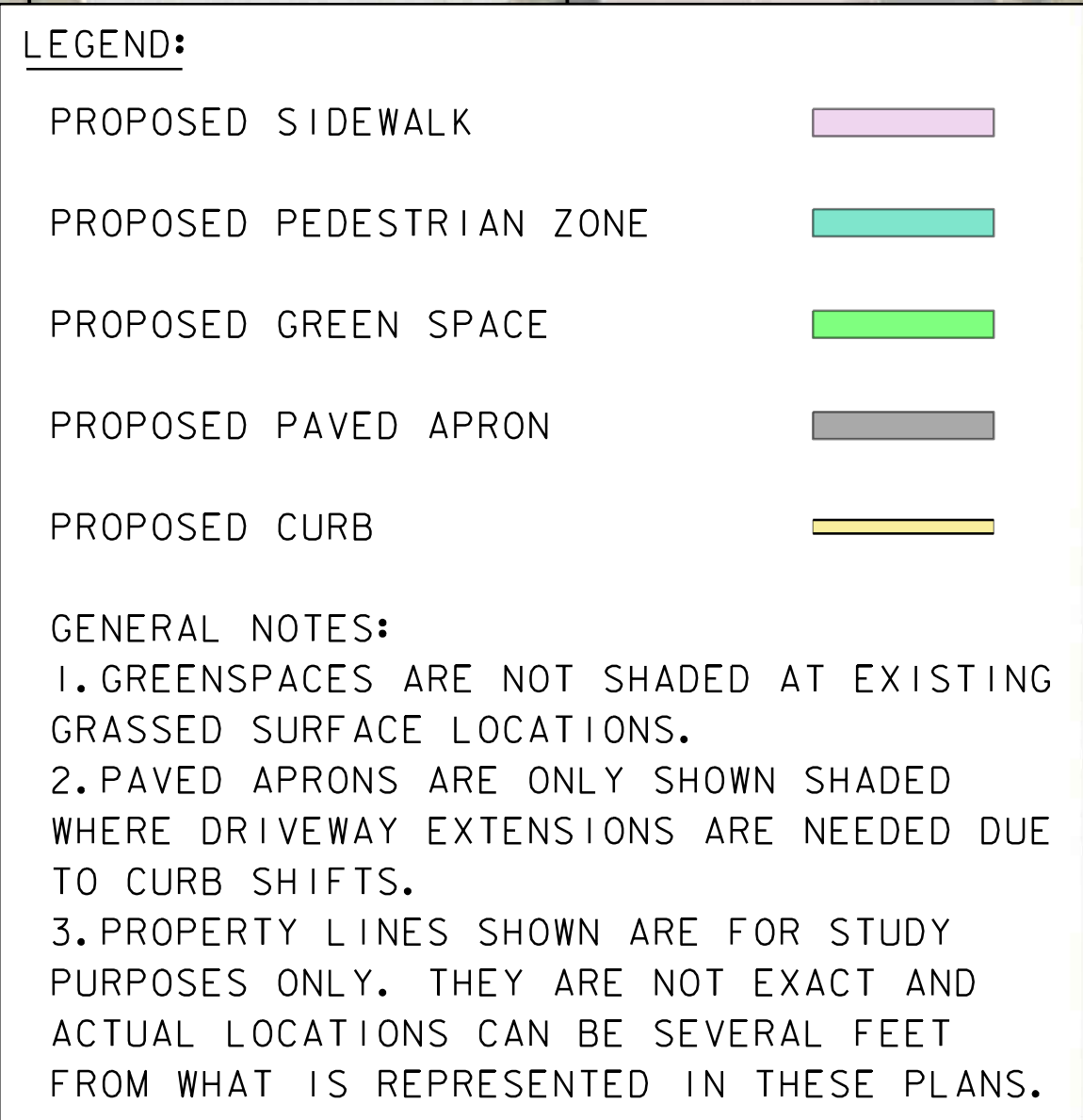
PROJECT NO. 21.120006.09

FIGURE

21

FIGURE 21 OF 29

NNE SIDEWALK STUDY		DESIGNER	AMS
FILENAME	21.120006.09bdr.la	DRAWN	LSB
MODEL NAME	all2Stanbury(1 of 3)	CHECKED	JAO
SCALE	AS SHOWN	DATE	DECEMBER 2024



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PROJECT NO. 21.120006.09

FIGURE

22

FIGURE 22 OF 29

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:
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"
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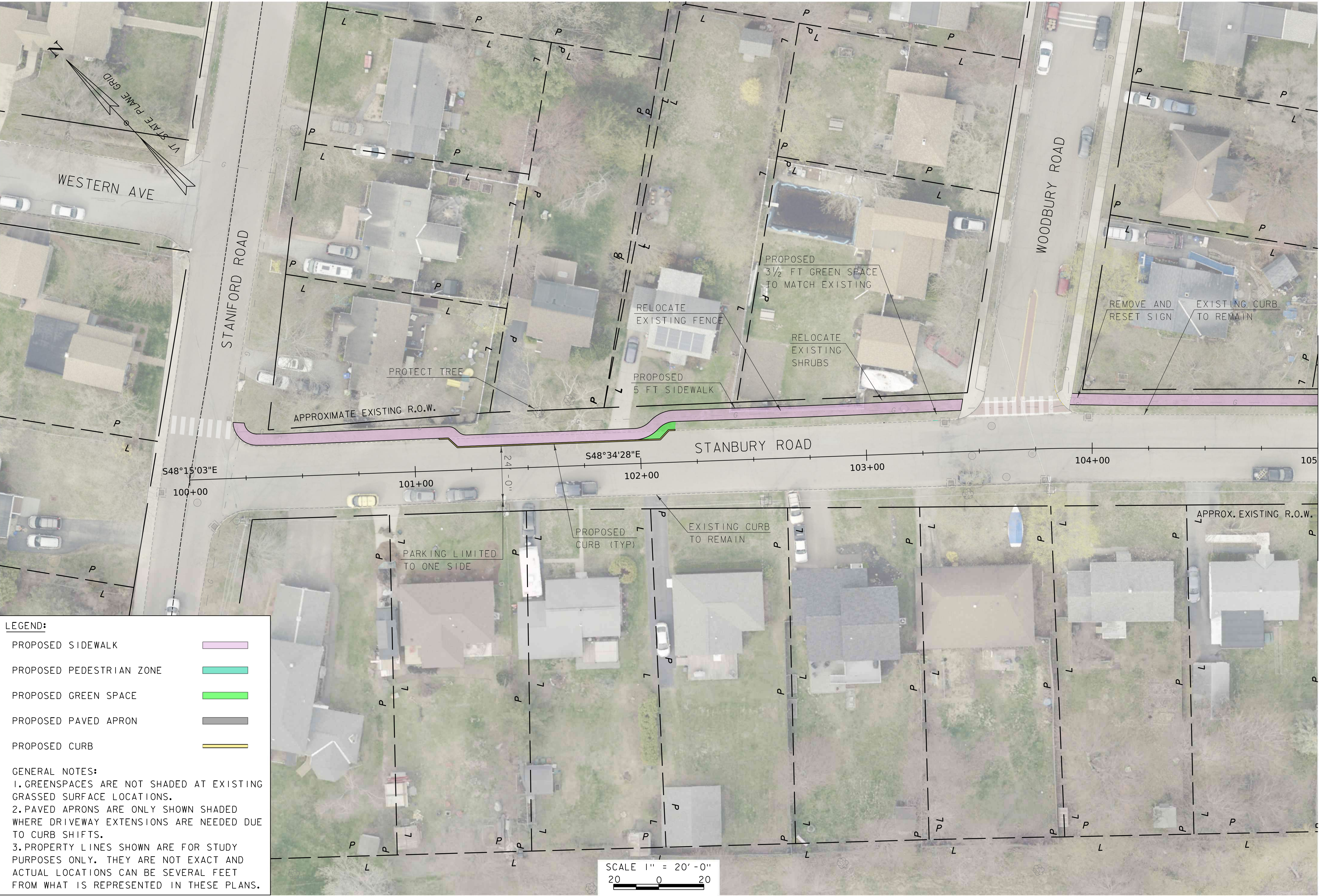
NINE SIDEWALK STUDY				
FILENAME	DESIGNER	AMS	DRAWN	CHECKED
21.12006.09bdr_1ay	AMS		LSB	JAO
MODEL NAME	PROJECT	30/3	SCALE	DATE
all25Janbury(30/3)			AS SHOWN	DECEMBER 2024

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STANBURY ROAD ALTERNATIVE 2 (SHEET 3 OF 3)

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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.

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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.

NNE SIDEWALK STUDY					
FILENAME	DESIGNER	AMS	DRAWN	CHECKED	JAO
21.12006.09bdt_1ay					
MODEL NAME	PROJECT	LSB	SCALE	DATE	DECEMBER 2024
all3Stanbury(1 of 3)					

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

PROJECT NO. 21.120006.09
FIGURE
24
FIGURE 24 OF 29

1/28/2025
9:55:56 AM
V:\1_PROJECTS\CCRPC-VT121_120006_09-CCRPC-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.

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

NNE SIDEWALK STUDY				
FILENAME	DESIGNER	AMS	DATE	DECEMBER 2024
2112006.09bdt_1ay	AMS			
MODEL NAME	DRAWN	LSB	CHECKED	JAO
all3Stanbury(2of3)				
SCALE	AS SHOWN			



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

PROJECT NO. 21.120006.09

FIGURE

25

FIGURE 25 OF 29

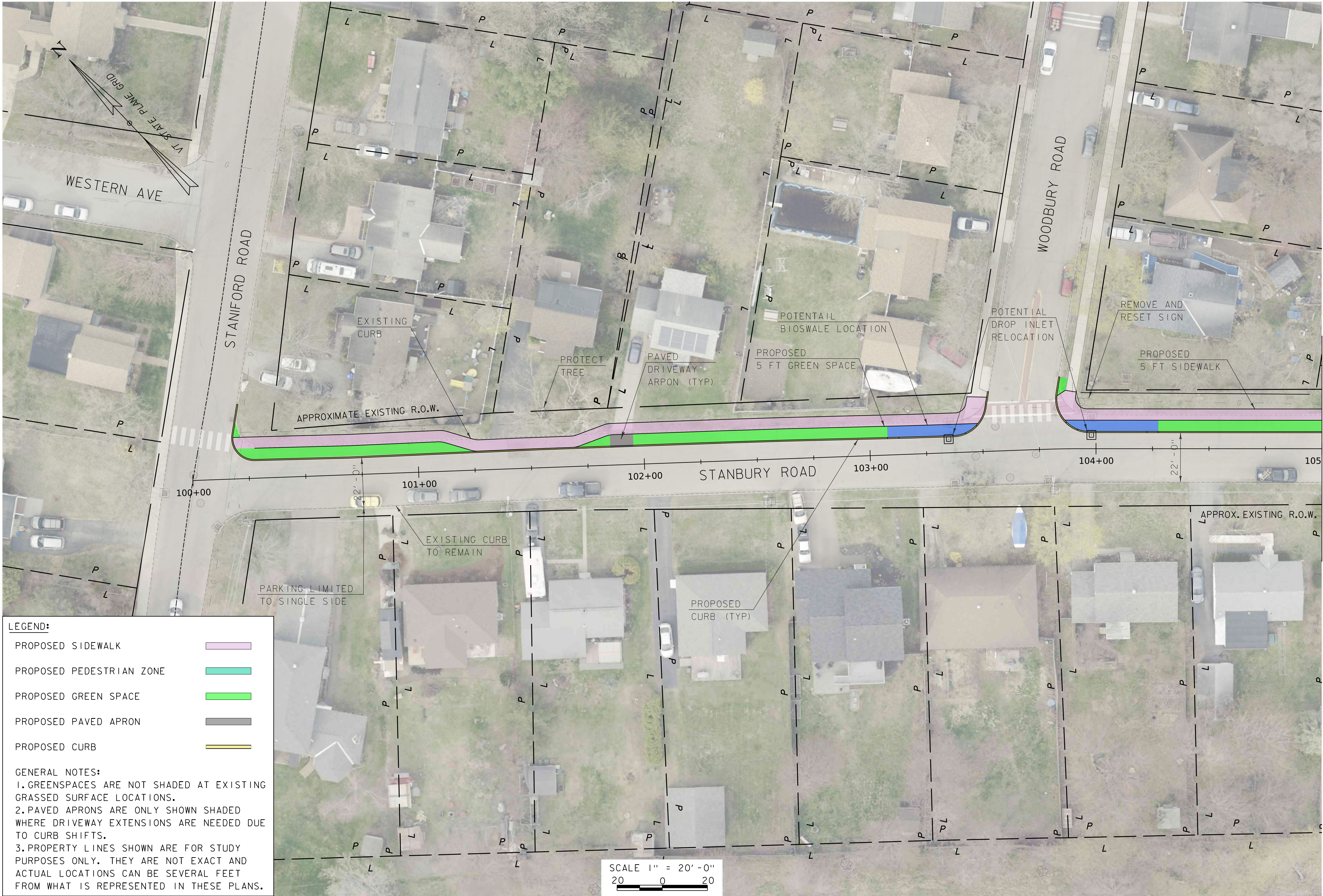
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CITY OF BURLINGTON
BURLINGTON, VERMONT
NEW NORTH END SIDEWALKS
STANBURY ROAD ALTERNATIVE 3 (SHEET 3 OF 3)

NNE STIDEWALK STUDY					
FILENAME	DESIGNER	AMS	DRAWN	CHECKED	JAO
21.12006.09bdr_lay	AMS	AMS	AMS	AMS	AMS
MODEL NAME	PROJECT	LSB	LSB	LSB	LSB
all3Stanbury(3of3)	all3Stanbury(3of3)	all3Stanbury(3of3)	all3Stanbury(3of3)	all3Stanbury(3of3)	all3Stanbury(3of3)
SCALE	AS SHOWN	DATE	DATE	DATE	DATE
AS SHOWN	AS SHOWN	DECEMBER 2024	DECEMBER 2024	DECEMBER 2024	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_1b.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.
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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

NNE SIDEWALK STUDY		DESIGNER	AMS
FILENAME	21_120006_09bdr_1b	AMS	
MOTEL NAME	all4Stanbury (1 of 3)	DRAWN	LSB
SCALE	AS SHOWN	CHECKED	JAO
DATE	DECEMBER 2024		



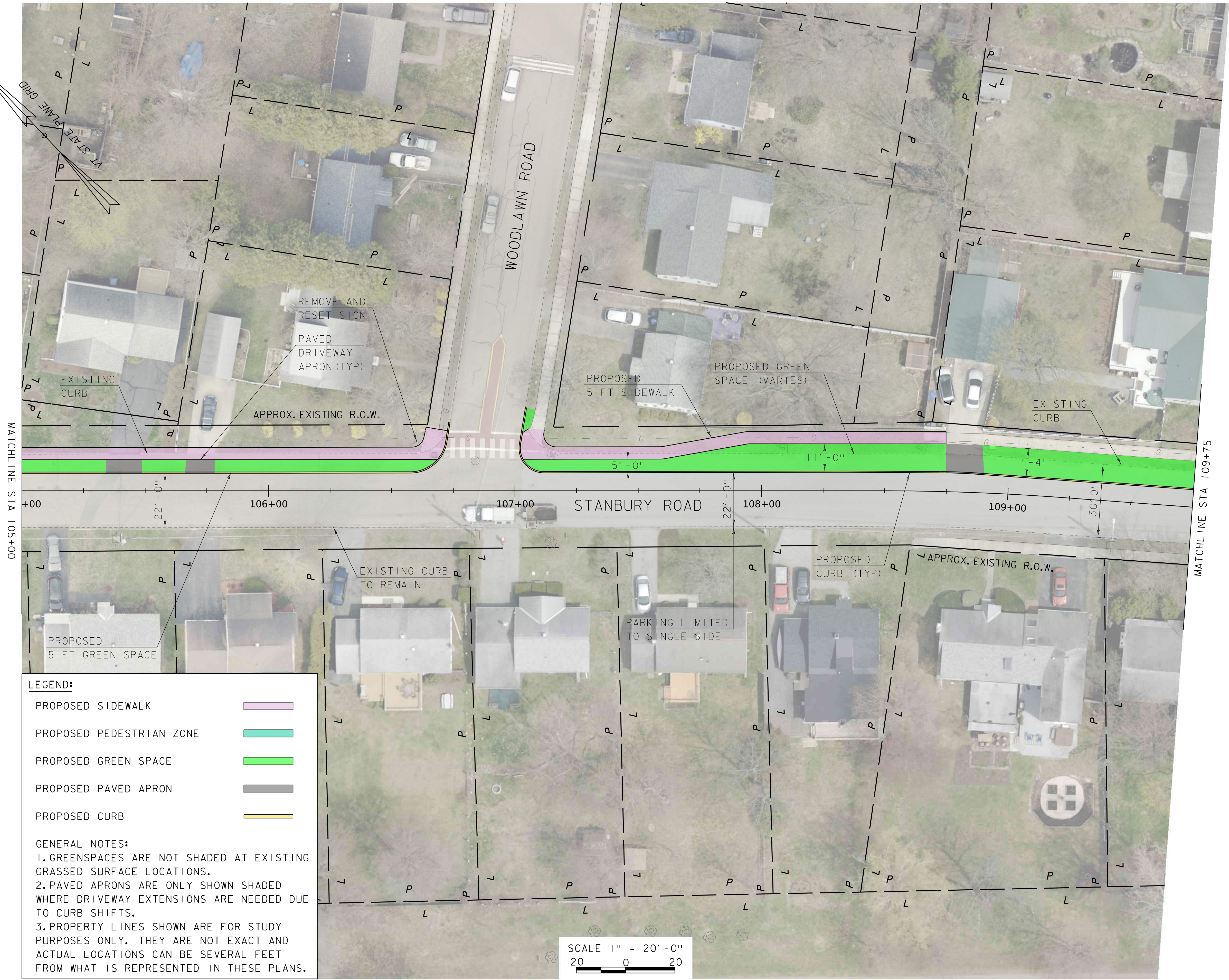
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STANBURY ROAD ALTERNATIVE 4 (SHEET 1 OF 3)

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LEGEND:

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

GENERAL NOTES:

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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	JAO
21_12006_09bdr.lay	AMS		LSB		
MODEL NAME	PROJECT	20/3	LSB	CHECKED	
all4Stanbury(20/3)					
SCALE	AS SHOWN				
DATE	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
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APPENDIX E

Conceptual Construction Cost Estimates



125 College Street
4th Floor
Burlington, VT 05401
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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

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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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

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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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

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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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

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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(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

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
------------------------------------	---------------------

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Calc. By:	LSB	Date:	12/3/2024
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 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



125 College Street
4th Floor
Burlington, VT 05401
(802) 860-1331

Calc. By:	LSB	Date:	12/3/2024
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 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
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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 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

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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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125 College Street
4th Floor
Burlington, VT 05401
(802) 860-1331

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

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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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
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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 - 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
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125 College Street
4th Floor
Burlington, VT 05401
(802) 860-1331

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



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4th Floor
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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

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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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
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

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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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

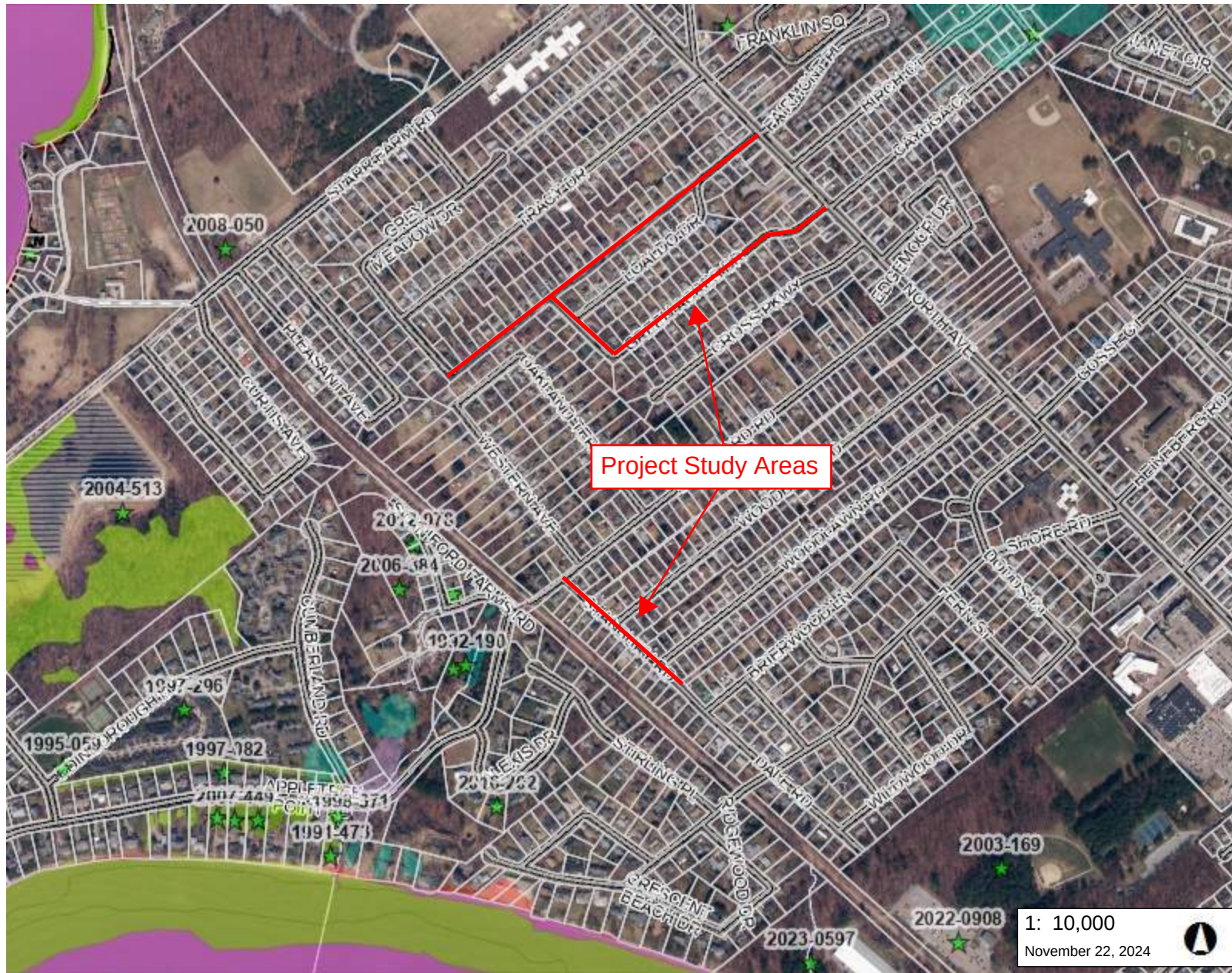
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1" = 1078 Ft.

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.



Project Study Areas

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 requirec
 - 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 requirec
 - 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

© Vermont Agency of Natural Resources

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

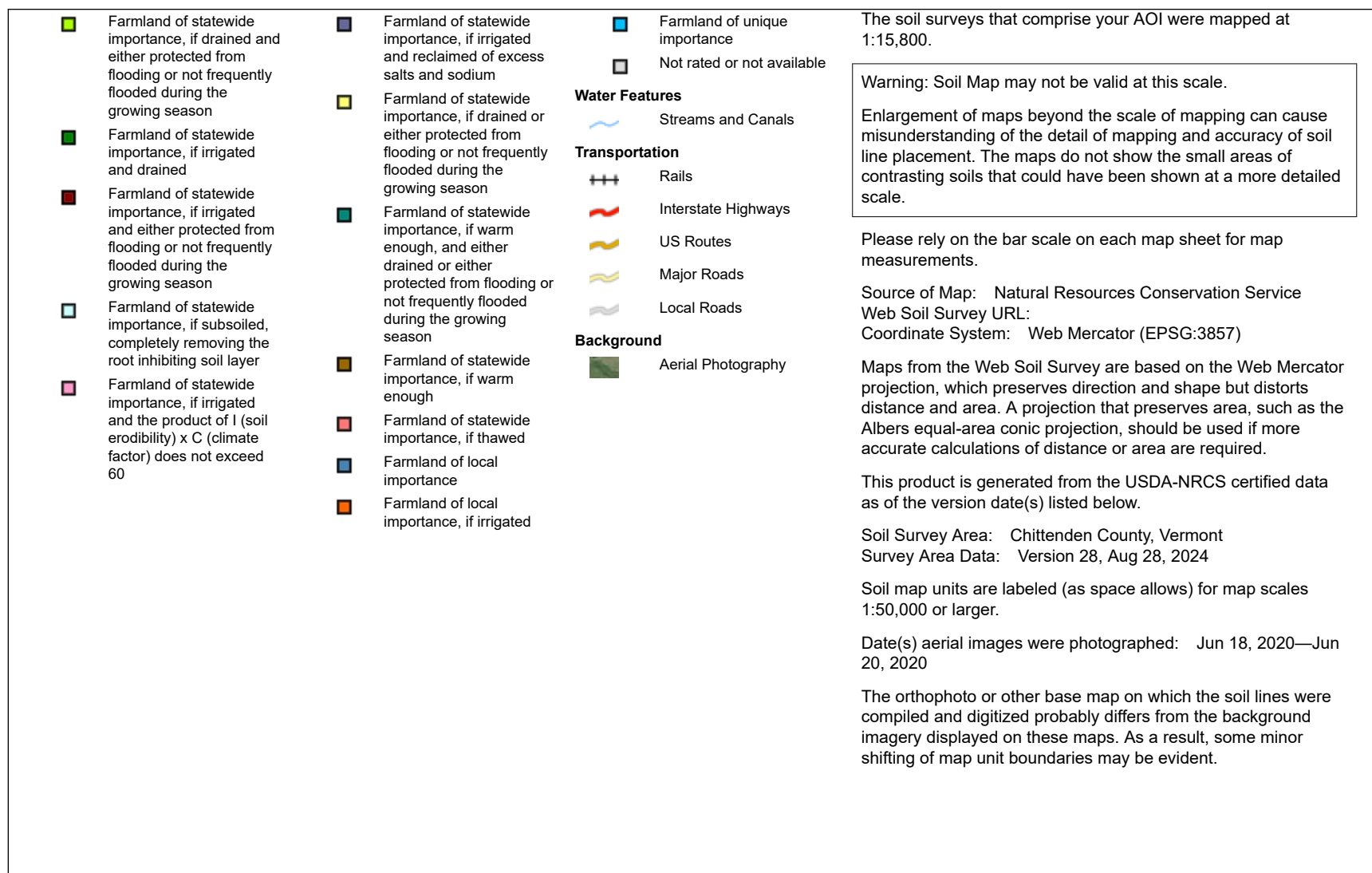
Soil Rating Lines

-  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		Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if thawed		Prime farmland if drained		Farmland of statewide importance
	Farmland of statewide importance, if drained		Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of local importance		Prime farmland if protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if 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		Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
	Farmland of statewide importance, if irrigated						Prime farmland if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated
							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)



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%

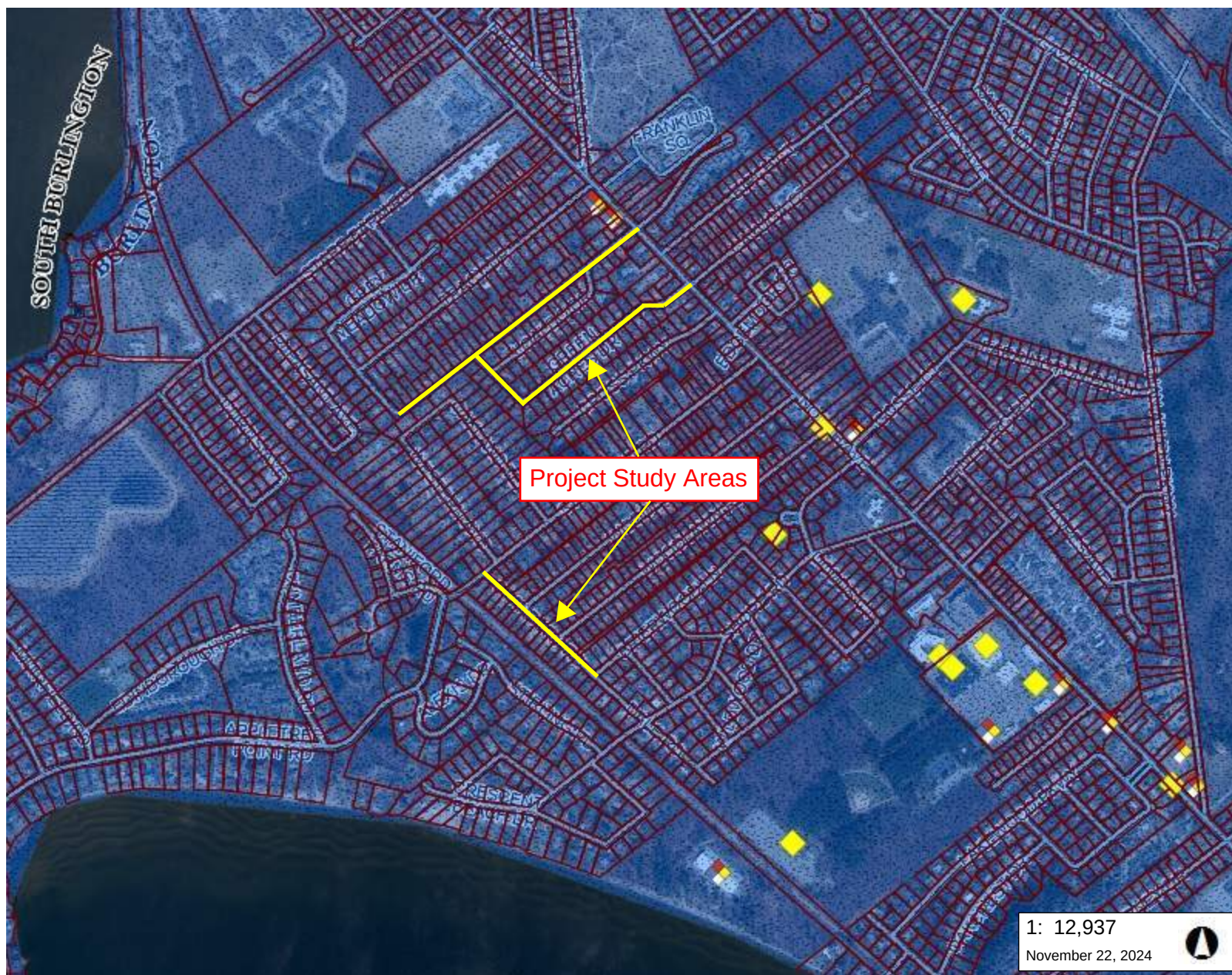
Description

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

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

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1: 12,937

November 22, 2024



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

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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
5:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
6:00	0	0	1	0	0	0	0	1	0	0	0	0	0	0	2
7:00	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
8:00	0	0	0	0	0	2	1	1	0	1	0	0	0	0	5
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
12:00 PM	0	0	0	1	1	0	1	1	1	0	0	0	0	0	5
1:00	0	0	0	0	1	1	2	3	1	0	0	0	0	0	8
2:00	0	0	0	1	2	1	2	3	1	0	0	0	0	0	10
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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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
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	1	0	0	0	1
7:00	0	0	0	0	2	1	0	0	0	0	1	0	0	0	4
8:00	0	0	0	0	0	0	0	1	2	0	0	0	0	0	3
9:00	0	1	0	0	1	0	2	0	1	0	0	0	0	0	5
10:00	0	0	0	0	1	1	1	1	0	0	0	0	0	0	4
11:00	0	0	0	0	0	2	0	1	1	1	1	0	0	0	6
12:00 PM	0	0	0	1	0	1	1	1	4	0	0	0	0	0	8
1:00	0	0	1	0	2	1	5	2	5	0	0	0	0	0	16
2:00	0	0	0	1	0	2	1	1	2	1	0	0	0	0	8
3:00	0	0	1	1	0	3	5	2	5	1	1	0	0	0	19
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
7:00	0	0	0	0	1	0	2	3	3	0	0	1	0	0	10
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
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

6/24/2023	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
5:00	0	0	0	0	0	1	0	0	1	0	0	0	0	0	2
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
9:00	0	0	0	0	0	4	1	3	2	0	0	0	0	0	10
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
1:00	0	0	0	0	0	0	4	3	1	1	0	0	0	0	9
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
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

6/25/2023	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
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

6/22/2023	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	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	1	0	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	1	1	0	0	0	0	0	0	2
7:00	0	0	0	1	0	0	5	1	2	1	1	0	1	0	12
8:00	0	0	0	1	0	1	4	4	6	1	0	0	0	0	17
9:00	0	0	0	0	0	2	4	2	4	3	0	0	0	1	16
10:00	0	0	1	0	0	0	2	4	1	0	0	0	0	0	8
11:00	0	0	0	0	1	0	2	5	4	2	0	0	0	0	14
12:00 PM	0	0	0	0	0	2	2	2	0	2	1	0	0	0	9
1:00	0	0	0	0	0	1	2	1	1	0	0	0	0	0	5
2:00	0	0	0	0	0	0	1	2	3	3	1	1	0	0	11
3:00	0	0	0	1	0	0	1	5	1	0	1	0	0	0	9
4:00	0	0	0	0	0	1	3	5	3	0	1	1	0	0	14
5:00	0	0	0	0	0	1	1	4	2	0	0	0	0	0	8
6:00	0	1	0	1	1	1	1	0	2	2	0	0	0	0	9
7:00	0	0	0	0	0	0	0	1	2	0	0	0	0	0	3
8:00	0	0	0	0	0	0	0	2	1	1	0	0	0	0	4
9:00	0	0	1	0	0	0	0	0	1	1	0	0	0	0	3
10:00	0	0	0	0	0	1	0	0	0	0	1	0	0	0	2
11:00	0	0	0	0	0	0	1	0	0	1	0	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	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	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	Total
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
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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	0	1	0	1	0	0	0	2
2:00	0	0	0	0	0	0	0	0	0	0	0	1	0	1	2
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	1	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	0	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
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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
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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
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Date Processed 6/29/2023
Processed By CR
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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 ChecklistDepartment: Department of Public Works Submitter: Phillip PetersonTitle/Subject: New North End Sidewalk Scoping Study Approval

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	6/23/2025
☐	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: vrenia ivonoffski <vivonoff@hotmail.com>
Sent: Thursday, June 19, 2025 8:09 AM
To: burlingtowntownclerk@burlingtonvt.gov
Subject: Naming Canada Street

Dear Burlington City Councillors,

I was deeply touched by your gesture of solidarity with Canadians by renaming your street « Canada Steet/rue du Canada ». The inclusion of the French translation is particularly heart-warming - and sensitive on your part.

Please be reassured that Canadians have a soft spot for Americans (particularly the rational ones). When sanity is restored I'm sure Canadians will again visit Burlington, especially after this expression of goodwill.

In the meantime, come visit Canada!
You will be most welcome.

Most sincerely,

Vrenia Ivonoffski
Montreal

Sent from my iPhone

Lori Olberg

From: shannon w <82Buckeye@hotmail.com>
Sent: Wednesday, June 18, 2025 4:01 PM
To: burlingtowntownclerk@burlingtonvt.gov
Subject: Temporary renaming of Church St.

While I don't have a problem with promoting our downtown to visitors from Canada, please have someone verify the correctness of "Rue Canada Street." It seems redundant given that "rue" in French MEANS "street." Why on earth would we advertise "Street Canada Street?"

We don't need the visitors to think we are ignorant.

Shannon Watson

Lori Olberg

From: Natalie Jacobs <natmarjac98@gmail.com>
Sent: Thursday, June 19, 2025 9:06 AM
To: burlingtontownclerk
Subject: Road Work

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

Hi,

I'm reaching out about the absolutely asinine traffic work that's being done all around the city. You have made it absolutely impossible for residents to get ANYWHERE in the city they live in.

I live on S Champlain St - the road work on Main St, St. Paul St AND Pine St all at once have made my life so much harder. In order to get home from anywhere in Burlington, I need to turn onto Main St from Battery, since Main St is effectively closed to vehicles from S Winooski to S Champlain.

How you think it was a good idea to close the main thoroughfare of the city is beyond me. It is clear that you don't care at all about your constituents and the strain you put on their daily lives. All that matters is appealing to tourists - spending \$3000 renaming Church St Canada St when we are in a deficit. Maybe spend that money speeding up construction.

The fact that this is happening under a female mayor is embarrassing. The people of Burlington are angry. What are you doing to do about it?

Thanks,
Natalie

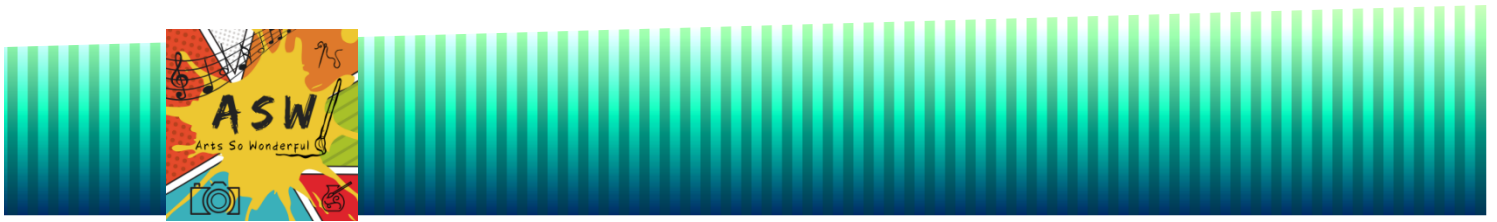
Lori Olberg

From: shannon w <82Buckeye@hotmail.com>
Sent: Wednesday, June 18, 2025 4:01 PM
To: burlingtowntownclerk@burlingtonvt.gov
Subject: Temporary renaming of Church St.

While I don't have a problem with promoting our downtown to visitors from Canada, please have someone verify the correctness of "Rue Canada Street." It seems redundant given that "rue" in French MEANS "street." Why on earth would we advertises "Street Canada Street?"

We don't need the visitors to think we are ignorant.

Shannon Watson



June 17, 2025

To: Burlington Vermont City Council
ATTN: Benjamin Traverse

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

Please make check payable to Arts So Wonderful \$869.32. We will use these funds to help pay for supplies for 15+ people for Juneteenth 21st 11AM -6PM at Thorsen Lane

Thank you.

Bruce Wilson

Arts So Wonderful

65 Barrow Street

Winooski VT 05404

802 304 3775

WWW.ArtsSoWonderful.com

[@artssowonderful.com](https://www.instagram.com/artssowonderful.com)

www.peg.tv Rutland Channel 1

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

ARTS SO WONDERFUL
INVITES EVERYONE TO
JOIN US TO CELEBRATE

Juneteenth

Community Mural

*Painting Supplies
Will be Provided*

SATURDAY JUNE 21ST

THORSENS WAY, BURLINGTON
11AM-6PM

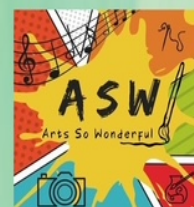


DREAM LIKE MARTIN
LEAD LIKE HARRIET
FIGHT LIKE MALCOLM
THINK LIKE GARVEY
BUILD LIKE MADAM C.J.
SPEAK LIKE FREDERICK
EDUCATE LIKE W.E.B
CHALLENGE LIKE ROSA

Akes' Place



CHITTENDEN COUNTY RPC
Communities Planning Together



Lori Olberg

From: Shelagh Hooton *she_her <hooton555@outlook.com>
Sent: Thursday, June 19, 2025 2:01 PM
To: burlingtowntownclerk@burlingtonvt.gov
Subject: Renaming Church Street to Canada Street temporarily

Hello,

I am from Canada and I just read that you are renaming Church Street in your city to Canada Street/Rue de Canada until Labour Day.

Thank you! That is very touching and so appreciated to know how you feel. Both countries are going through a tough time and it's good to stand together.

Thanks again.

Warmly,
Shelagh Hooton

Lori Olberg

From: Katelyn Esterby <katelyn.esterby@krebsandlansing.com>
Sent: Wednesday, June 11, 2025 11:46 AM
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: Re: 4C1361 Mater Christi - Act 250 Additional Documents
Attachments: Mater-Christi_COS_2025-06-11.pdf

[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 06-11-25" 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

From: Katelyn Esterby
Sent: Thursday, June 5, 2025 5:54 PM
To: Act250 - Essex <act250.essex@vermont.gov>; Aaron.Brondyke@vermont.gov <Aaron.Brondyke@vermont.gov>; act250.agenda@vermont.gov <act250.agenda@vermont.gov>; tloescher@materchristischool.net <tloescher@materchristischool.net>; Greg Dixon <greg.dixon@krebsandlansing.com>; mfarley@materchristischool.net <mfarley@materchristischool.net>; tarynb@duncanwisniewski.com <tarynb@duncanwisniewski.com>; cherylh@duncanwisniewski.com <cherylh@duncanwisniewski.com>; btraverse@burlingtonvt.gov <btraverse@burlingtonvt.gov>; amontroll@burlingtonvt.gov <amontroll@burlingtonvt.gov>; permitting@ccrpcvt.org <permitting@ccrpcvt.org>; anr.act250@vermont.gov <anr.act250@vermont.gov>; burlingtontownclerk@burlingtonvt.gov <burlingtontownclerk@burlingtonvt.gov>; smontgomery@burlingtonvt.gov <smontgomery@burlingtonvt.gov>; lolberg@burlingtonvt.gov <lolberg@burlingtonvt.gov>; barry.murphy@vermont.gov <barry.murphy@vermont.gov>; PSD.VTDPS@vermont.gov <PSD.VTDPS@vermont.gov>; AOT.Act250@vermont.gov <AOT.Act250@vermont.gov>; AGR.Act250@vermont.gov <AGR.Act250@vermont.gov>; ACCD.ProjectReview@vermont.gov <ACCD.ProjectReview@vermont.gov>; James.eikenberry@usda.gov <James.eikenberry@usda.gov>; info@winooskinrcd.org <info@winooskinrcd.org>; john.gobeille@vermont.gov <john.gobeille@vermont.gov>; toni.mikula@vermont.gov <toni.mikula@vermont.gov>; josh.castonguay@greenmountainpower.com <josh.castonguay@greenmountainpower.com>;

Lori Olberg

From: VLCT Advocacy <info@vlct.org>
Sent: Thursday, June 12, 2025 7:38 AM
To: Lori Olberg
Subject: VLCT's Advocacy Chat Wrap-Up!

'25 JUN 12 AM 9:02

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

[Click here to view this email as a web page.](#)



That's a Wrap!

Tune in Monday, June 23 at 1 PM to join Josh Hanford, VLCT's Director of Intergovernmental Relations, and Samantha Sheehan, VLCT's Municipal Policy and Advocacy Specialist, as they **review the results of the 2025 legislative session.**

Expect updates on legislative action related to:

- Housing and Infrastructure
- Stormwater Management
- Open Meeting Law
- Municipal Legal Trails
- Municipal Finance
- Flood Recovery
- State Appropriations
- and more!

Register

Vt. League of Cities & Towns | 89 Main St. Suite 4 | Montpelier, VT 05602 US

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Lori Olberg

From: Katelyn Esterby <katelyn.esterby@krebsandlansing.com>
Sent: Thursday, June 12, 2025 11:31 AM
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: Re: 4C1361 Mater Christi - Act 250 Additional Documents
Attachments: Mater-Christi_COS_2025-06-12.pdf

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 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 06-12-25" and will be posted to the Act 250 database by District staff.

Best regards,

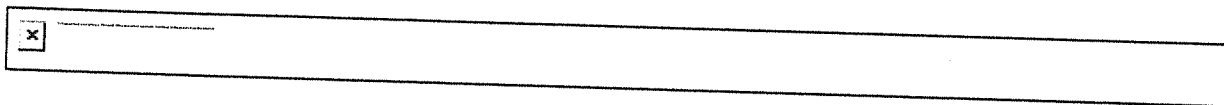
Katelyn Esterby
 Krebs & Lansing Consulting Engineers, Inc.
 164 Main Street, Suite 201
 Colchester, Vermont 05446
 (802) 878-0375
Katelyn.Esterby@krebsandlansing.com | www.krebsandlansing.com

From: Katelyn Esterby <katelyn.esterby@krebsandlansing.com>
Sent: Wednesday, June 11, 2025 11:46 AM
To: Act250 - Essex <act250.essex@vermont.gov>; Aaron.Brondyke@vermont.gov <Aaron.Brondyke@vermont.gov>; act250.agenda@vermont.gov <act250.agenda@vermont.gov>; tloescher@materchristischool.net <tloescher@materchristischool.net>; Greg Dixon <greg.dixon@krebsandlansing.com>; mfarley@materchristischool.net <mfarley@materchristischool.net>; tarynb@duncanwisniewski.com <tarynb@duncanwisniewski.com>; cherylh@duncanwisniewski.com <cherylh@duncanwisniewski.com>; btraverse@burlingtonvt.gov <btraverse@burlingtonvt.gov>; amontroll@burlingtonvt.gov <amontroll@burlingtonvt.gov>; permitting@ccrpcvt.org <permitting@ccrpcvt.org>; anr.act250@vermont.gov <anr.act250@vermont.gov>; burlingtontownclerk@burlingtonvt.gov <burlingtontownclerk@burlingtonvt.gov>; smontgomery@burlingtonvt.gov <smontgomery@burlingtonvt.gov>; lolberg@burlingtonvt.gov <lolberg@burlingtonvt.gov>; barry.murphy@vermont.gov <barry.murphy@vermont.gov>; PSD.VTDPS@vermont.gov <PSD.VTDPS@vermont.gov>; AOT.Act250@vermont.gov <AOT.Act250@vermont.gov>; AGR.Act250@vermont.gov <AGR.Act250@vermont.gov>; ACCD.ProjectReview@vermont.gov <ACCD.ProjectReview@vermont.gov>; James.eikenberry@usda.gov <James.eikenberry@usda.gov>; info@winooskinrcd.org <info@winooskinrcd.org>; john.gobeille@vermont.gov <john.gobeille@vermont.gov>; toni.mikula@vermont.gov <toni.mikula@vermont.gov>; josh.castonguay@greenmountainpower.com <josh.castonguay@greenmountainpower.com>;

Lori Olberg

From: VLCT News <info@vlct.org>
Sent: Friday, June 13, 2025 10:13 AM
To: Lori Olberg
Subject: Reminder: Act 250's Land Use Review Board, Advocacy's Wrap-Up Chat, Highway Hiring, and more

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

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[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)*

Lori Olberg

From: VLCT Events & Training <info@vlct.org>
Sent: Friday, June 13, 2025 12:28 PM
To: Lori Olberg
Subject: Meet CapPoint: An Innovative Health Insurance Option for Small to Mid-Sized Employers

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



Join Acrisure for this introduction to CapPoint, an ERISA-based level-funded group captive insurance platform that's a smarter, more sustainable approach to managing healthcare risk – and is designed specifically to empower small and mid-sized employers. Employers with as few as five benefit-eligible employees can enroll in CapPoint.

Webinar Details

- Date: Tuesday, June 24, 2025
- Time: 10:00 AM – 11:00 AM EDT
- Platform: Microsoft Teams

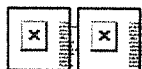
REGISTER

What You'll Learn:

- An overview of captive health insurance and its unique structure
- How captive insurance can lead to substantial savings over traditional models
- Strategies to leverage captive insurance to your organization's benefit

Logan Barry, Director of Strategy, Employee Benefits for Acrisure, will walk attendees through the program and answer any questions about this first-of-its-kind solution. CapPoint's mission is rooted in a culture of stability and predictability while it delivers innovative employee health insurance benefits.

Whether you're already familiar with captive insurance or are just now learning about it, **this session will provide valuable insights that could reshape how you manage employee benefits.** Employers who participate in CapPoint aren't just buying coverage: they are joining a community of like-minded organizations that believe in doing healthcare differently.



[Click here to view this email as a web page.](#)

'25 JUN 16 AM 11:14

Lori Olberg

From: Socinski, Greg <Greg.Socinski@vermont.gov>
Sent: Monday, June 16, 2025 10:39 AM
To: Act250 - Essex; Brondyke, Aaron; tloescher@materchristischool.net; Mary Farley; Greg Dixon; Taryn Barrett; Cheryl Hacker; Benjamin Traverse; burlingtontownclerk; Sarah Montgomery; Lori Olberg; Andrew Montroll; permitting@ccrpcvt.org; ANR - Act 250; Murphy, Barry; PSD - VTDPs; AOT - Act 250; AGR - Act 250
Cc: Dillon, Scott
Subject: 4C1361 VDHP Comment Letter
Attachments: Mater Cristi 4C1361 VDHP Comment 6.16.25.pdf

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

VDHP Comment letter and COS attached for 4C1361

Greg Socinski | Historic Resources Specialist
Vermont Division for Historic Preservation
1 National Life Drive, Davis Bldg, 6th Floor | Montpelier, VT 05620
802 636 7413
greg.socinski@vermont.gov

Lori Olberg

125 JUN 16 PM2:46

From: Socinski, Greg <Greg.Socinski@vermont.gov>
Sent: Monday, June 16, 2025 2:33 PM
To: Act250 - Essex; Brondyke, Aaron; tloescher@materchristischool.net; Mary Farley; Greg Dixon; Taryn Barrett; Cheryl Hacker; Benjamin Traverse; burlingtontownclerk; Sarah Montgomery; Lori Olberg; Andrew Montroll; permitting@ccrpcvt.org; ANR - Act 250; Murphy, Barry; PSD - VTDPs; AOT - Act 250; AGR - Act 250
Cc: Dillon, Scott
Subject: RE: 4C1361 VDHP Comment Letter
Attachments: Mater Cristi 4C1361 VDHP Comment REVISED 6.16.25.pdf

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

After discussion with the applicant, VDHP elected to revise our initial comment letter, which is attached. Please disregard previous comment letter. Thank you.

Greg Socinski | Historic Resources Specialist
Vermont Division for Historic Preservation
1 National Life Drive, Davis Bldg, 6th Floor | Montpelier, VT 05620
802 636 7413
greg.socinski@vermont.gov

125 JUN 16 PM2:46

From: Socinski, Greg
Sent: Monday, June 16, 2025 10:39 AM
To: Act250 - Essex <Act250.Essex@vermont.gov>; Brondyke, Aaron <Aaron.Brondyke@vermont.gov>; tloescher@materchristischool.net; Mary Farley <mfarley@materchristischool.net>; Greg Dixon <greg.dixon@krebsandlansing.com>; Taryn Barrett <tarynb@duncanwisniewski.com>; Cheryl Hacker <cherylh@duncanwisniewski.com>; btraverse@burlingtonvt.gov; burlingtontownclerk@burlingtonvt.gov; smontgomery@burlingtonvt.gov; lolberg@burlingtonvt.gov; amontroll@burlingtonvt.gov; permitting@ccrpcvt.org; ANR - Act 250 <ANR.Act250@vermont.gov>; Murphy, Barry <Barry.Murphy@vermont.gov>; PSD - VTDPs <PSD.VTDPs@vermont.gov>; AOT - Act 250 <AOT.Act250@vermont.gov>; AGR - Act 250 <AGR.Act250@vermont.gov>
Cc: Dillon, Scott <Scott.Dillon@vermont.gov>
Subject: 4C1361 VDHP Comment Letter

VDHP Comment letter and COS attached for 4C1361

Greg Socinski | Historic Resources Specialist
Vermont Division for Historic Preservation
1 National Life Drive, Davis Bldg, 6th Floor | Montpelier, VT 05620
802 636 7413
greg.socinski@vermont.gov

Lori Olberg

From: Act250.Essex@vermont.gov
Sent: Tuesday, June 17, 2025 2:45 PM
To: lisa.kingsbury@uvm.edu; lisa.kingsbury@uvm.edu; lisa.kingsbury@uvm.edu; claire.forbes@uvm.edu; hrees@southburlingtonvt.gov; citycouncil@southburlingtonvt.gov; Act250.Agenda@vermont.gov; Benjamin Traverse; Andrew Montroll; permitting@ccrpcvt.org; Act250.Essex@vermont.gov; burlingtontownclerk; Sarah Montgomery; Lori Olberg; 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; anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov; ACCD.ProjectReview@vermont.gov; kaitlin.hayes@vermont.gov
Subject: 4C0348-6B Administrative Amendment
Attachments: AA and COS 4C0348-6B.pdf

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

Hello,

Please see attached Act 250 Land Use Permit and Certificate of Service.

Thank you,

Adriene Katz | District Technician
Land Use Review Board
District 4 Environmental Commission
111 West Street
Essex Junction, VT 05452
(802) 879-5670
<https://act250.vermont.gov>

Emails and other written or recorded information produced or acquired in the course of public agency business are public records and may be subject to public examination under Vermont's Public Records Act.

Lori Olberg

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Wednesday, June 18, 2025 5:12 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.

Below are current activities for which you have been signed up to receive notifications. To view the details of these activities please [visit the ENB](#). When one or more activities that match your specific criteria is posted to ENB, you will receive a single email notification compiling the information. If you have been signed up to receive updates step-by-step throughout the review process for these activities the updates will appear in the second half of the email.

To modify the subscription, please contact the staff person listed on the individual activity page or the ENB Administrator at anr.enbadministrator@vermont.gov.

Regards,
 ENB Support
 Vermont Agency of Natural Resources

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 final action for this activity has been reached and may be reviewed by visiting the ENB. The appeal period is open for 30 days following the final decision date. The administrative record set for this activity has been modified. Please visit the ENB to view the activity profile.	2025-06-18	Final Decision Reached - Appeal Period

CITY OF BURLINGTON

In the Year Two Thousand Twenty-Five

An Ordinance in Relation to

PROHIBITING INDECENT EXPOSURE

ORDINANCE _____
Sponsor: *Traverse*
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:

1 That WHEREAS, indecent public exposure invades the privacy of members of the public who are
2 unwillingly or unexpectedly exposed to such conduct and: (1) unreasonably interferes with the rights of all
3 persons to use and enjoy the streets, sidewalks, and other public places; (2) creates a public safety hazard by
4 creating distractions, obstructions, and crowds that interfere with the safety and free flow of pedestrian and
5 vehicular traffic; and (3) discourages members of the public from visiting or living in areas where such
6 conduct occurs; and

7 WHEREAS, law enforcement officials in Burlington are currently limited to addressing indecent
8 public exposure only when it rises to the level of open and gross lewdness under 13 V.S.A. § 2601a; and

9 WHEREAS, a number of municipalities around Vermont have stood up broader public protections
10 from indecent exposure; and

11 WHEREAS, in recent years, there have been multiple reported incidents of indecent public exposure,
12 including in public areas around our schools;

13 NOW, THEREFORE, BE IT RESOLVED that Chapter 21, Offenses and Miscellaneous Provisions,
14 of the Code of Ordinances of the City of Burlington be and hereby is amended by adding Section 21-25 to
15 read as follows:

21-25 Public indecent exposure.

16
17
18
19 (a) Authority. This section is enacted pursuant to the specific authority granted municipalities under 24
20 V.S.A. § 2291 to promote public health, safety, welfare, and convenience. It is the purpose of this
21 article to regulate public indecent exposure, which is deemed to be a public nuisance.

22
23 (a)-Definition. "Public indecent exposure" is defined as

~~(b)-~~

~~(b) a person exposing their genitals or anal region on any street, sidewalk, or other public place.~~

~~(c) *Unlawful Acts Prohibited.* No person shall knowingly or intentionally engage in public indecent exposure. A violation of this section does not require open and gross lewdness as required under 13 V.S.A. § 2601a.~~

~~(e)(d) *Enforcement.* A person who violates this section commits a first offense of indecent exposure punishable by a civil penalty of one hundred dollars (\$100.00) (with a waiver penalty of fifty dollars (\$50.00)) for the first offense. A person will be considered to have committed a second offense if it occurs less than six (6) months after a first offense, punishable by a civil penalty of ~~of~~ \$200.00 (with a waiver penalty of one hundred dollars (\$100.00)) A person will be considered to have committed a third offense if it occurs less than six (6) months after a second offense, which is a criminal offense, pursuant to 24 V.S.A. § 1974, punishable by a criminal penalty of five hundred dollars (\$500.00). Any charges or citations shall be dismissed and the associated penalties shall be waived upon the successful completion of a restorative or reparative justice program through the Community Justice Center.~~

~~(e) *Exceptions.*~~

~~i. The provisions of this section shall not apply to any person under the age of five years.~~

~~i.ii. This section shall not supersede or otherwise affect existing laws regulating nudity under the Burlington Code of Ordinances or Rules and Regulations of the Burlington Parks and Recreation Department.~~

CITY OF BURLINGTON

In the Year Two Thousand Twenty-Five

An Ordinance in Relation to

GROSS RECEIPTS TAX

ORDINANCE _____
Sponsor: Traverse
Public Hearing Dates: _____
First reading: _____
Referred to: _____
Rules suspended and placed in all
stages of passage: _____
Second reading: _____
Action: _____
Date: _____
Signed by Mayor: _____
Published: _____
Effective: _____

It is hereby Ordained by the City Council of the City of Burlington as follows:

That Chapter 21, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 31, thereof to read as follows:

Paragraph (I), as written.

(II) TAXES IMPOSED:

(A) Restaurant Tax: There is hereby imposed a business occupation tax upon all persons engaged in the restaurant business of whatever name or character in the City of Burlington. The tax imposed shall be at the rate of two (2) percent of the gross receipts from taxable business, as defined herein, done per monthly period in accordance with the provisions of this section.

Subparagraphs (B) to (F), as written.

(G) Temporary Tax Rate: Notwithstanding any other provision of this section, for the fiscal year commencing on July 1, 2024, and ending on June 30, 2026~~August 31, 2025~~, the restaurant, amusements, and admissions taxes on gross receipts set forth in subsections (A), (D), and (E) of this section shall be increased from two (2) percent of gross receipts to two and one-half (2.5) percent. Commencing July 1, 2026~~September 1, 2025~~, said tax rates shall again be set at two (2) percent.

Paragraphs (III) to (XV), as written.

* Material stricken out deleted.

** Material underlined added.

JB/Ordinances 2025/Gross Receipts Tax
6/18/25

Resolution Relating to

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

Resolution _____

Sponsor(s): Bd. of Finance

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

CITY OF BURLINGTON

In the Year Two Thousand and Twenty-Five

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

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

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

28

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

30 6/12/25



OFFICE OF THE CLERK/TREASURER City of Burlington

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

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

To: Board of Finance
City Council

From: Darlene Bayko, Assistant Director of Finance

Re: Renewal of Standby Letter of Credit Workers' Compensation

Date: June 16 and 23, 2025

Background:

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

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

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

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

Board of Finance and City Council Submission Checklist

Department: Clerk Treasurer Office Submitter: Darlene Bayko

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

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	6/23/2025
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

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

Materials Included

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

Resolution Relating to

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

Resolution 6.20

Sponsor(s): Bd. of Finance

Introduced: 06/23/25

Referred to: _____

Action: adopted

Date: 06/23/25

Signed by Mayor: 06/24/25

CITY OF BURLINGTON

In the Year Two Thousand and Twenty-Five

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

1 That WHEREAS, pursuant to the Burlington City Charter, Section 48(55), the City Council has the power
2 and authority to provide for, create, establish, maintain and regulate an insurance sinking or reserve fund to be
3 used for the purpose of paying any and all compensation that may become due from the City under the
4 provisions of the laws of the State of Vermont relating to workers' compensation; and

5 WHEREAS, the City has the authority under Vermont state law, 21 V.S.A. Section 698, to obtain
6 insurance to cover its liability under state law related to workers' compensation; and

7 WHEREAS, the City has established a workers' compensation program with The Travelers Indemnity
8 Company ("Travelers") to provide workers' compensation coverage; and

9 WHEREAS, the City is responsible to Travelers for payment of certain workers' compensation claims;

10 WHEREAS, Travelers has required that the City post a standby letter of credit to cover some of the
11 claims and workers' compensation payments that the City would be obligated to pay Travelers or reimburse
12 Travelers for payments made on the City's behalf; and

13 WHEREAS, it is expected that the standby letter of credit would only be drawn in the event that the City
14 did not make the timely payment when due to Travelers; and

15 WHEREAS, the City has obtained such a standby letter of credit from KeyBank National Association
16 and wishes to have such letter of credit renewed and continued, and may seek other potential banks to provide
17 such a letter of credit on the City's behalf;

18 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves of the City entering
19 into one or more standby letter of credit and reimbursement agreements with KeyBank National Association, or
20 such other reputable banks or financial institutions, as may be determined by the City's Chief Administrative
21 Officer, or renewing any current standby letter of credit and reimbursement agreement, to provide standby letters
22 of credit, to cover the City's expected workers' compensation liability to Travelers, as may be determined from
23 time to time, in an aggregate amount not to exceed \$2,000,000, and hereby authorizes the Mayor, Chief
24 Administrative Officer, and Director of Finance, individually and collectively, to execute and deliver such letter
25 of credit and reimbursement agreements and such other documents and instruments approved as to form by the

* * * * *

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

* * * * *

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

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

28

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

30 *6/12/25*

* * * * *

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 Obtaining Standby Letter(s) Of Credit For The City's Workers'
Compensation Program.....

Adopted by the City Council

June 23....., 20 25.....

Darlene Bayko..... Clerk

Approved....., 20 25.....

Lori Olberg..... Mayor

Vol. Page

Attest:
Lori Olberg
Lori Olberg
Council and Licensing Coordinator

* * * * *

Resolution Relating to

AUTHORIZATION FOR UP TO \$2,192,700 STEP II LOAN FROM VERMONT CLEAN WATER STATE REVOLVING FUND AND FOR AMENDED ENGINEERING CONTRACT WITH WRIGHT PIERCE FOR UP TO \$2,192,700 FOR MAIN WASTEWATER PLANT IMPROVEMENTS (STAGE 1)

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 State of Vermont Clean Water State Revolving Fund (“CWSRF”) provides loans for
2 planning and preliminary engineering (Step I) and final design engineering (Step II) of municipal wastewater
3 and stormwater system projects; and

4 WHEREAS, the City has determined the need to replace, modernize and upgrade the Main Wastewater
5 Treatment Plant equipment in order to ensure on-going compliance with Vermont discharge permit 3-1331
6 and the Lake Champlain Phosphorus Total Maximum Daily Load (“TMDL”) and to ensure adequate
7 wastewater treatment capacity for growth of residential and commercial development (the “Project”); and

8 WHEREAS, at an annual meeting of the City of Burlington (the “City”) held on March 4, 2025, the
9 voters of the City approved borrowing up to a principal amount not to exceed \$152,000,000 in the aggregate,
10 for the purpose of paying for (i) capital additions and improvements to the City’s wastewater and stormwater
11 systems, including the City’s wastewater treatment plants, pump stations and collection system, the
12 stormwater treatment and collection system, combined sewer outflow mitigation projects, stormwater outfall
13 rehabilitation, and (ii) funding a debt service reserve fund and paying costs of issuance; and

14 WHEREAS, the Project is part of the capital additions and improvements authorized by the voters at
15 said annual meeting; and

16 WHEREAS, the City Council has previously authorized a Step I loan for Preliminary Engineering
17 (RF1-331-1.0) in a principal amount not to exceed \$643,800 for the Project pursuant to a resolution adopted
18 on August 15, 2022; and

19 WHEREAS, the next phase of the Project is completion of 35% Final Design work for Stage 1 – Main
20 Wastewater Treatment Plant Improvements; and

21 WHEREAS, the City has followed a competitive qualifications based procurement process required by
22 the State and selected Wright Pierce as the most qualified contractor for the planning and design of this
23 Project; and

24 WHEREAS, this phase of final design is estimated to require an amendment of an additional
25 \$1,548,900 to the existing contract amount of \$643,800 for a total contract authorization of \$2,192,700; and

26 WHEREAS, the Project is eligible for a Step II State of Vermont CWSRF Final Design Loan totaling
27 \$2,192,700 (inclusive of the Step I loan amount); and

28 WHEREAS, the standard CWSRF Loan terms for projects of this type are up to 10 years at 0%
29 interest;

30 NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public
31 Works, or his designee, to complete the Step II Loan Application for Revolving Loan Funds Revolving Loan
32 Funds under 24 V.S.A. Chapter 120 and to apply to the Vermont CWSRF and Vermont Municipal Bond Bank
33 (the “Bank”) for the financing of a Loan in a principal amount not to exceed \$2,192,700 (the “Loan”) subject
34 to final review and approval by the Chief Administrative Officer, Director of Finance, and City Attorney’s
35 Office; and

36 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works to
37 execute an amendment to the Engineering Services Agreement with Wright Pierce for the initial phase of Step
38 II final design in an additional amount not to exceed \$1,548,900, for a total authorized expenditure not to
39 exceed \$2,192,700, subject to review and approval by the City Attorney’s Office; and

40 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
41 Officer, Director of Finance, and Assistant Director of Finance (the “Authorized Officers”), individually or
42 collectively, to execute and deliver: (i) a loan agreement with the Bond Bank to evidence the Loan and the
43 repayment thereof; (ii) one or more bond(s) or promissory note(s) in an aggregate principal amount not to
44 exceed the Loan;’ (iii) such documents and instruments as the Bond Bank may request in connection with the
45 Loan, in such form and with such terms as they deem necessary and in the City’s best interest; and (iv) such
46 other documents and instruments necessary or convenient in connection with the Loan, all subject to the prior
47 review and approval of the City Attorney’s Office; and

48 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as an
49 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
50 documents, and other ancillary documents other than the loan application or loan agreements: Department of
51 Public Works Water Resources Division Director, Megan Moir.

52

53

54

55



MEMORANDUM

TO: Board of Finance / City Council

FROM: Martin Lee, PE DPW Water Resources Engineering Manager
Megan Moir, Division Director Water Resources

CC: Chapin Spencer, DPW Director

DATE: June 16, 2025 Board of Finance and June 23, 2025 City Council

RE: Stage 1 Wastewater Treatment Plant Improvements – Step II Loan
Application and Consultant Final Design Contract

REQUEST

The Department of Public Works (“DPW”) and its Water Resources Division seeks authorization, through the attached resolution, to apply for a Clean Water State Revolving Fund (“CWSRF”) Step II loan amount of up to \$2,192,700 for the Wastewater Treatment Plant Stage 1 Improvements Project, to execute a contract amendment with Wright-Pierce for up to \$2,192,700 for the final design phase engineering of these improvements, and to designate the Mayor and appropriate City staff to execute associated documents.

INTRODUCTION AND BACKGROUND:

The 2025 bond vote approval for the Water Resources Sustainable Infrastructure Plan Lake Bond includes \$138 million for improvements to Burlington’s wastewater infrastructure. More information on the bond can be found here: <https://www.burlingtonvt.gov/885/2025-Bonds>

Burlington’s Water Resources Division is near the end of implementing significant improvements associated with the 2018 Clean Water Resiliency Bond. The 2018 Bond included \$30 million dollars to tackle wastewater plant improvements, collection system improvements and stormwater infrastructure improvements. The major wastewater plant improvements completed over the last 5 years included new disinfection infrastructure at all 3 wastewater plants as well as a new Supervisory Control and Data Acquisition (SCADA) system at the main wastewater plant. There is a current construction project underway to rehabilitate the screening and grit handling equipment at the wastewater plants. In addition to the construction projects, initial engineering work has been underway since the 2018 bond vote to plan for additional wastewater infrastructure improvement needs. The engineering work is the basis for the 2025 Lake Bond.

The initial engineering work resulted in a Preliminary Engineering Report (PER) that has been peer reviewed and from the PER documents a \$124 million scope of work was

brought forward in the Lake Bond and the bond passed. **This memo is requesting approval to advance the Lake Bond wastewater plant improvement work scope to 35% final design.** At this time, we are requesting approval to execute a contract with Wright Pierce for a portion of the final design scope. We are also requesting approval to apply for and execute a Step II state revolving fund loan application for this initial phase of final design work. We anticipate returning for the balance of the final design work in 2026. Currently the full scope of final design (not including additional services such as Construction Management at Risk (CMAR) – see below- or value engineering) is estimated to be \$4,450,000 which is inclusive of the current 35% final design fee.

The benefits of not executing a 100% final design engineering contract with Wright Pierce include the ability to pivot on scope items as the final design advances as well as react to what the State will allow for a construction project delivery method. Water Resources has been coordinating with the engineering consultant and the State regarding the use of Construction Management at Risk (CMAR) as an appropriate project delivery method for a project of this scale and complexity. CMAR is an accepted project delivery method for SRF projects nationally and is similar to many projects managed by a General Contractor within Vermont. CMAR was recommended by the engineering company that did a third-party review of the PER. In CMAR, the contractor is brought on board during the design phase of the project to help eliminate surprises in scope and cost as the project reaches 100% design. The CMAR contractor provides a guaranteed maximum price for a project much earlier on in the project development phase when compared to traditional design-bid projects. The CMAR contractor would be considered a third-party reviewer of project costs during the design process for this project to align with the City Council expectations for this project. If CMAR is not an option for this project then Water Resources will need to react and find a different approach for obtaining third-party review of the final design work.

Wastewater treatment plant improvements have been split up into multiple stages – Stage 0, 1, 2, and 3:

- Stage 0 is the headworks improvements project which is underway with construction and estimated to be completed by the end of 2026. This project is funded by the 2018 Clean Water Resiliency Bond.
- **Stage 1** is the project we are requesting to advance to final design in this memo. Stage 1 advances improvements and upgrades at the Main Wastewater Plant. The WWTPs have not been comprehensively overhauled in 30+ years and multiple systems are nearing their failure point. Additionally, State and Federal regulations require that additional treatment be added to further remove phosphorus. Lastly, the growth in housing now anticipated to occur within the City in the coming decade necessitates expansions to several treatment components.
- Stage 2 is not part of the Lake Bond (except for sewer work on Cherry Street). The primary scope of work includes turning the east wastewater plant into a pump station and constructing new wastewater conveyance piping to bring the east wastewater plant flow to the main plant. Stage 2 work also includes important updates to the north wastewater plant. Stage 2 work was originally planned to be included in the Lake Bond but it was removed with the intention of another bond being brought forth in the 2027-2028 timeframe.

- Stage 3 is not part of the Lake Bond. The scope of work includes other important wastewater plant improvements for aging infrastructure at the wastewater plants, including but not limited to: wet weather pumps, wet weather screen, pumping systems which are not part of Stage 1 and 2, select buried infrastructure, and other infrastructure that is past useful life. This scope of work is planned for a future bond vote.

WASTEWATER CONSULTANT PROCUREMENT AND CONTRACTING:

Wright-Pierce was previously selected as our Wastewater Treatment Facility design consultant in 2019¹ through a competitive Request for Qualifications which had 6 respondents and Wright-Pierce will provide final design engineering services for Stage 1. Please see the attachment for the draft contract and scope of work.

DPW closely followed the CWSRF procurement requirements for all project related engineering services in accordance with 40 U.S.C. § 1101-1104, which requires public issuance of a request for qualifications (RFQ) and negotiation of contracts using a qualifications-based selection (QBS) process.

Once we submit a finalized and executed engineering services agreement to the State and other project approvals are complete, we will obtain a “letter of authorized funding”. Once the State has issued this letter, the City is able to incur expenses even before the loan has been executed. Reimbursement for these expenses can only be processed once the loan is executed. However, it is not atypical for communities to begin engineering related work upon the submission of the loan application since there can be some delay in receiving the letter of authorized funding from the State and executing the loan agreements. Water Resources will authorize \$150,000 of consultant work once we get acknowledgement of the receipt of our loan application so that Wright Pierce can start final design engineering work.

PROJECT COST AND LOAN SUMMARY:

Water quality and rate affordability guide every decision we make. Therefore, we are advancing work through loans from the Clean Water State Revolving Fund (“CWSRF”). The CWSRF carries specific requirements during procurement, design, and construction phases of projects. While this adds some time on the front end, the advantages over a publicly offered bond include a lower borrowing cost (2% administration fee), potential access to subsidy and pollution control grants, repayment periods that can extend beyond 20 years where appropriate for longer life infrastructure, and a delayed repayment period (1 year from the completion of construction) which gives us some flexibility in budgeting for debt service. These benefits result in mitigated rate increases for our residents and customers.

The following summary table outlines the costs that comprise the total CWSRF Loan amounts for which we are seeking approval. We have estimated not-to-exceed (NTE) values for our loan applications to ensure there is contingency to make reasonable scope of work adjustments during the final review of the scope by the State.

Stage 1 – Wastewater Treatment Plant Improvements

Item	Estimated Costs	Total Amended Loan Value
Step I costs already approved	\$643,800	\$2,192,700
Step II: Wright Pierce 35% Final Design Engineering	\$1,548,900	

The next step in advancing the project is obtaining approval from the Board of Finance and City Council for approval to pursue the various steps in applying for and executing the associated SRF Loan. No debt will be incurred until the loans are executed by the Mayor and Chief Administrative Officer. We will return to the Board of Finance and City Council for approval on the next steps beyond this 35% final design scope of work.

This Step II loan will be rolled into a future CWSRF Step III Construction loan with the balance of the construction funding likely funded by a revenue bond, with both debt instruments authorized under the 2025 Lake Bond. The 5 year rate plan shared as part of the FY26 budget includes the estimated rate increases needed for repayment of the Stage 1 project starting in FY28 (for the revenue bond portion) and in FY31 for the CWSRF loan portion (one year after anticipated completion).

ATTACHMENTS:

- Attachment A: Draft Final Design Phase Engineering Services Agreement Scope of Work with Wright Pierce
- Attachment B: Resolution

MOTIONS:

The Department of Public Works' Water Resources Division respectfully requests that the Board of Finance and City Council approve the following motions:

Board of Finance Actions:

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

City Council Actions:

2. "To waive the reading and adopt the attached resolution authorizing a Step II \$2,192,700 amended loan from the Vermont Clean Water State Revolving fund and a \$2,192,700 amended contract with Wright-Pierce for the Stage 1 Main Wastewater Plant Improvements project as more specifically set forth in the attached resolution."

Thank you for your consideration of this request.

This is **EXHIBIT J**, consisting of [8] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Special Provisions

The Agreement is/are amended to include the following agreement(s) of the parties:

The attached DEC Certification Page is required as part of this Agreement.

The following City Ordinance Certification Pages are required to be signed as part of this Agreement: Livable Wage, Outsourcing and Union Deterrence Certifications.

Scope of Services

Burlington Main WWTF Stage 1 Upgrade – Step II 30% Final Design

The purpose of this project is to address age-related needs, effluent permit requirements, and accommodate growth within the City. To achieve these goals, a comprehensive upgrade is proposed at the Burlington, VT Main Wastewater Treatment Facility (WWTF). The following summarizes the elements of the recommended project as identified in the Preliminary Engineering Report (*Wright-Pierce, 02/2025*). For clarity, new tanks and processes are underlined.

Influent Pumping

- Replace six existing submersible pumps – new pumps will be selected for increased resiliency against high-grit influent
- New VFDs
- New pumps to be controlled by existing panel installed under Headworks Upgrade
- Influent wet well repairs as needed (crack fill, cementitious overlay, etc.)
- Replace wet well level instruments
- Replace Influent Wet Well sluice gates 9, 10, 11, 12
- Replace discharge piping and valves in Pipe Gallery
- Piping to bypass grit and primary clarifier facilities will be evaluated as part of the preliminary design.

Foul Sewer Pumping

- Replace two existing submersible pumps – new pumps will be selected for increased resiliency against high-grit influent
- New VFDs
- New pumps to be controlled by existing panel installed under Headworks Upgrade
- Foul sewer wet well repairs as needed (crack fill, cementitious overlay, etc.)
- Replace wet well level instruments
- Configuration of discharge piping will be evaluated as part of preliminary design.

Grit

- Install electric actuators on two slide gates (SLD-16, SLD-17) in the Grit Building. Actuation will utilize level instruments installed under the Headworks Upgrade.

Primary Clarifiers

- Replace mechanisms for two 75-ft diameter clarifiers (platform, rake and plow collectors, center drive column, drive, weirs, baffles).
- New drive to be installed at a higher elevation to accommodate maintenance activities from the platform.
- Concrete tank repairs (types and extents of tank repairs to be identified during final design)
- Modify concrete launder to direct effluent flow to north end of WWTF
- Preliminary design will include evaluation and cost estimates for launder covers, full tank covers, and odor control at the primary clarifiers

Existing Aeration Tanks

- Demolish tank internals
- In-fill abandoned tanks as needed and complete site prep to support construction of the intermediate pump station and tertiary system

Existing Secondary Clarifiers

- Replace mechanisms for four 65-ft diameter clarifiers (platform, rake and plow collectors, center drive column, drive, weirs, baffles).
- Construct Stamford baffles
- Raise weir elevations to 105 feet ASL (increase side water depths of Clarifiers 1 and 2 to 11.15-ft and Clarifiers 3 and 4 to 13.15-ft.) Includes structural review of existing clarifier structures.
- Concrete tank repairs
- Preliminary design will include evaluation and cost estimates for launder covers

New Aeration Tanks

- Construct three (3) aeration tanks, 2 MG each for a total of 6 MG.
- Install air headers, diffusers, and control/sampling instruments within the new tanks.
- Install selector zones with mixers
- Install five (5) new blowers (Turbo or Hybrid rotary screw)

5th Secondary Clarifier

- Construct 5th 65-ft diameter secondary clarifier to match existing clarifiers
- Construct density current baffles (McKinney or Stamford style baffles)
- Preliminary design will include evaluation and cost estimates for launder covers

Intermediate Pump Station

- Construct 19 MGD submersible pump station. Scope assumes axial flow style station.
- Install five submersible pumps (3,300 gpm at 10-12 ft TDH) with VFDs
- Cast base slab and walls for divided wet well within existing aeration tank (use existing tank to support formwork)
- Power and controls for pump station to be housed within new Filter Building

Tertiary Treatment

- Install 19 MGD Cloth Media Filtration system (sole-source to Aqua Aerobics)
 - Two trains, each rated for 19 MGD
 - Three backwash pumps (20 hp)
- Install one 7,000-gallon rapid mixing tank (with one 1.5 hp mixer)
- Construct one 72,500-gallon coagulation tank (with one 3 hp mixer)

Chlorine Contact Tanks

- Raise interior chlorine contact tank walls to prevent short circuiting.
- Inspect tanks during Step 2 to identify approximate degree/quantity of structural repairs needed.
- The design will evaluate the impacts of dosing sodium hypochlorite at the secondary clarifier launders or after tertiary treatment.

Waste Sludge Storage

- Construct three 100,000-gallon waste sludge storage tanks
- 9-inch EPDM diffuser system (1 per tank) with stainless steel air piping
- Install three recessed impeller WAS transfer pumps with VFDs (pumps to be in new Blower Building)
- Install new blowers (size TBD) in new Blower Building

Existing Sludge Pumping and Storage

- Install 5th RAS pump (existing RAS pumps are WEMCO E5k-S-E2SM, Horizontal)
- Replace the existing four RAS Pumps. Replacement of the existing four RAS pumps was a Stage 3 item that has been prioritized to Stage 1 based on current pump reliability.
- Replace the Existing Two Waste Sludge Pumps and add a 3rd waste sludge pump.
- Evaluate the cost of replacing all sludge piping in the Control Building for the Return and Waste Sludge Pumps.
- Demolish existing mixing system (blowers, diffusers, air piping)
- Install new large-bubble mixing system (air headers, nozzles, compressors)
- Compressors (two at 15 HP each) to be located in Sludge Aeration Blower Room
- Demolish existing odor control system and replace with new activated carbon odor control unit to treat forced ventilation from basement-level tanks.
- Replace six access hatches to prevent air leakage from sludge storage tanks into Dewatering Room
- Replace tank level elements

Dewatering System

- Preliminary design will include evaluation and cost estimates for replacement of sludge discharge conveyor
- Install activated carbon odor control unit to treat forced ventilation from Dewatering Room
- Preliminary design will include evaluation and cost estimates for alternative sludge storage using a sludge blend tank vs. using inline mechanical mixing.
- Electrical design will be sized to accommodate future centrifuge dewatering equipment or screw presses. Items noted above will be designed to accommodate either centrifuges or screw presses as part of a future upgrade.

Aluminum Sulfate Feed System

- Demolish existing chemical feed pumps and exposed pump discharge piping
- Install four peristaltic feed pumps (City has standardized on Watson Marlow pumps)

- Re-line existing 8,000-gallon tank

Electrical & PLC/SCADA System

- Upgrade existing service
- Install new utility transformer (2500 kVA with a 4000 AMP service) and secondary switchboard
- Demolish existing generator and buried exterior fuel storage tank.
- Convert Generator Room into a new Electrical Room for housing new switchboard and service main disconnect.
- Construct new MCCs (MCC-1A, MCC-1B, MCC-1C) and panels (PP-1A, PP-1B) in the Control Building
- Install new diesel-driven 2000 kW standby generator with sound attenuating walk-in enclosure and integral fuel tank.
- PLC and SCADA Systems – scope of work to be fully defined during the Pre-Design Phase. Two virtual workshops with City are assumed.

Administration Building

- Replace exterior windows and doors
- Roof repair/replacement
- Reconfigure administration and laboratory spaces to meet space programming goals. Proposed locations for improvement include: Entrance, Laboratory, shared office space, private offices, Seminar Room, Storage, Lunch Room, locker rooms, bathrooms.
- Upgrades will include electrical, mechanical, and plumbing upgrades required to meet space needs including electrical upgrades identified in the Burlington Wastewater Treatment Administration Building Existing Conditions Survey (GVV, 2019).
- Remove vestibule and entryway to un-fenced public space on west side of building
- Add electrical vehicle charging stations near the building

Control Building

- Ventilation modifications to separate air streams being treated by the existing adsorption unit in the Garage.
- Two new odor control systems to treat separated airstreams from the Dewatering Room and the Sludge Storage Tanks.
- Expansion of old Generator Room to house new MCCs within new Electrical Room
- HVAC Upgrades required to meet current code for spaces with process equipment and electrical distribution equipment modifications. WP to also evaluate options to get Control Building air intake further from the sludge garage door.

Filter Building

- New two-story building to house cloth media filters, backwash pump gallery, and electrical room.
- Building to utilize existing aeration tanks to support concrete work.
- Cost estimates will be developed during design to determine the cost impacts of adding a second coagulation tank for redundancy.

Blower Building

- New two-story building to house aeration blowers, WAS transfer pump gallery, and electrical room.
- Blower piping will include inlet filters, and acoustic insulation to minimize noise pollution.

Site Work

- Stormwater management system (3-acre rule)
- Replace existing exterior fencing; install new exterior fencing around new northern property.
- Driveway extension to new site spaces
- Sidewalk extension to new site spaces
- Cost and feasibility of an automated/actuated gate will be evaluated.

Per the Owner's request, the Engineer proposes to provide professional engineering services to prepare the Pre-Design and Final Design for the construction of the wastewater treatment facility upgrade:

1. Pre-Design Services

a. Dilution Study

- i. Develop a Dilution Study Plan for review and concurrence by Owner and VTDEC.
- ii. Complete a dilution study in Burlington Bay to evaluate the current receiving water conditions at the Main WWTF discharge.
- iii. Hydrodynamic modeling study to demonstrate the existing and proposed impacts on the public water supply raw water source intakes for the Champlain Water District and City of Burlington Water.
- iv. Prepare an analysis of results and study report following completion of the field studies. A Draft report will be provided for review and comment prior to submittal of the Final report.
- v. A not to exceed budget has been identified for this task.

- b. **Scope Acceptance Workshops** – Meet with Owner to discuss and select improvements not finalized during the PER process: approximate layout of new tanks and buildings, PLC & SCADA system improvements, and sludge dewatering technology. Four meetings are assumed. It is assumed that weekly and bi-weekly meetings will be virtual and milestone workshop meetings will be in person. A not to exceed budget has been identified for this task.

- c. **Basis for Final Design** – The Basis for Final Design document will be prepared for review and approval. One (1) meeting with Vermont DEC-WID is included. A not to exceed budget has been identified for this task.

- d. **Wetland Classification and Delineation Services** – Delineation to be completed according to the methodology from the 1987 Corps of Engineers Wetland Delineation Manual and 2012 regional Supplement. The wetland boundary will be marked by a line of sequentially numbered WETLAND DELINEATION flags for survey and mapping by others. Field notes will be taken sufficient for documentation of the delineation and for assessment of wetland values & functions as required for a Vermont Wetland Permit. Documentation will include completion of Army Corps of Engineers Wetland Determination Data Forms and letter report, and submission to State of Vermont District Wetland Ecologist for concurrence. A not to exceed budget has been identified for this task.

- e. **Survey** – Survey consultant will perform the topographic survey for this project in accordance with the WP Survey Scope of Services within the approximately 6.8-acre area (existing Main WWTF and adjacent Perkins Pier parking lot site). It is assumed that facility operators will assist with access to sanitary structures, and with obtaining invert elevations/pipe diameters in those structures. All surveying activities will be conducted under the direction and supervision of a Vermont Licensed Land Surveyor. The survey will be expressed in U.S. Survey Feet, referenced vertically to NAVD 88, and horizontally to NAD 83 SPC (4400 VT). A not to exceed budget has been identified for this task.
- f. **Utility Coordination** – A not to exceed budget has been identified for these tasks
 - i. Engineer will attend two meetings (assume virtual) with Owner and Burlington Electric Department (BED) representatives to coordinate the following efforts: relocation of existing overhead power line and utility pole from Perkins Pier property and coordination of new electric service for the Main WWTF.
 - ii. Vermont Gas: Engineer will attend two meetings (assume virtual) with Owner and Vermont Gas Systems (VGS) representatives to coordinate work around existing gas man and requirements for relocation of existing gas main (if needed).
- g. **Parks Department Coordination** – Engineer will attend two meetings (assume virtual) with Owner and Burlington Parks and Recreation Department (PRD) to discuss impacts of the project on the Perkins Pier layout and the bike path adjacent to the existing WWTF site. This will include input from the PRD on the proposed topographic surveying task and future boundary survey task. A not to exceed budget has been identified for this task.
- h. **Archaeological Resources Assessment** – A subcontractor will be used for archaeological assessment. A not to exceed budget has been identified for this task.
 - i. Compile project information including the project size, location, and description of proposed undertaking.
 - ii. Review environmental information including soils, bedrock geology, topography, and hydrology.
 - iii. Conduct a site visit to observe and photograph existing conditions, present land use, and any evidence of prior soil disturbance.
 - iv. Consult the Vermont Division for Historic Preservation's Online Resource Center (ORC) to identify known archeological sites, previous archeological surveys, and National Register listed and eligible properties and districts in the vicinity of the APE.
 - v. Examine historical maps and provide an interpretation of potential historic resources.
 - vi. Photograph structures within the APE.
 - vii. Assess the archeological sensitivity and potential and provide recommendations regarding Phase IB testing.
 - viii. The report will be prepared according to the Guidelines for Conducting Archeology in Vermont (2017). As appropriate, the report will contain text, tables, color maps and photographs.

- i. **Explorations and Geotechnical Engineering Services** – Geotechnical Engineer will coordinate an exploration program consisting of test borings, perform soils laboratory testing and make a geotechnical evaluation of the subsurface findings relative to the foundation and earthwork associated with the proposed structures. Their findings will be presented in a written report. One day of test borings is anticipated to identify soil conditions. Boring depths will be based on the anticipated depths of the proposed structures (Blower Building, 5th Secondary Clarifier, Aeration Tanks, WAS Storage Tank). Note this task will be updated once proposal has been received from geotechnical engineer. A not to exceed budget has been identified for this task.
 - j. **Tertiary Treatment Equipment Pre-selection** – Provide necessary documentation to VTDEC to validate City selection of tertiary treatment manufacturer. A not to exceed budget has been identified for this task.
 - k. **Permitting** – A not to exceed budget has been identified for this task.
 - i. A Finding of No Significant Impact (FONSI) process is anticipated. Effort includes preparation of materials for two (2) presentations (Presentation of Alternatives and Public Hearing).
 - ii. Preparation and submittal of the Permit Review Sheet to VTDEC project review. *Coordination with the requisite State agencies will occur during final design.*
 - iii. Permit coordination with the City of Burlington Zoning Division.
2. **Final Design** – A not to exceed budget has been identified for this task.
- a. **Preparation of 30% Final Design Plans and Specifications** – The Engineer will make engineering investigations as necessary and will compile data as required for the design and drawings for the project.
 - i. Basis of design memoranda will be developed for process equipment and major electrical equipment to support development of 30% plans and specifications.
 - ii. 30% Drawings (plans) will depict existing conditions, demolition drawings, and preliminary layout for proposed new equipment and tankage.
 - iii. Specifications Table of Contents for all disciplines.
 - b. **Engineer's Opinion of Probably Construction Cost** – An opinion of probable construction cost and total project cost, based upon 30% drawings and specifications, will be furnished to the Owner and review agencies. Periodic (as often as monthly) updates of the project costs between WP and the City can be scheduled. WP will keep the City informed of project cost changes that will impact project cost.
 - c. **Design Meetings** – The Engineer will meet at reasonable and customary intervals to provide close liaison with the Owner, the State of Vermont Department of Environmental Conservation (VTDEC) and other recognized authorities having jurisdiction regarding the engineering phases of the project.
 - i. Kick-off meeting
 - ii. 30% review meeting

- iii. Weekly or bi-weekly meetings (depending on project status) will be held between WP and City to coordinate information requests and solicit City feedback on design alternatives.

3. CMAR GC Procurement – A not to exceed budget has been identified for this task.

- a. Request for Qualifications (RFQ) – The Engineer will develop a draft RFQ for selection of a Construction Management contractor for pre-construction and construction services for the Stage 1 Upgrade at the Main WWTF. The draft RFQ will be provided to the City for administrative, engineering, and legal review and comment. The RFQ will include: general project information, project sequencing requirements, project funding information, proposal format/submission requirements, and selection criteria.
- b. Pre-submission Meeting – The Engineer will facilitate an on-site meeting for interested RFQ candidates, including development of an agenda, site tour, and development of meeting minutes.
- c. RFQ Selection Process – The Engineer will answer questions submitted by RFQ candidates regarding project design, construction sequencing, or other applicable topics.

4. Special Services

- a. Permitting Assistance – Begin coordination efforts with VTDEC regarding anticipated Act 250 Permit amendments required because of the proposed upgrade to define the permitting scope for the next phase. A not to exceed budget has been identified for this task.
- b. Funding Assistance – The Engineer will provide assistance and coordination with funding agencies and with potential applications to new funding sources. A not to exceed budget has been identified for this task.

Work Not Included in Scope – The following tasks are not included in the scope of work and could be provided, if necessary, via future addendum.

- Boundary survey
- Permitting assistance beyond tasks identified in the scope of work.
- Design of additional project elements not identified in the recommended project as outlined in the Preliminary Engineering Report.
- Asbestos, lead and PCB survey of existing buildings where construction impacts are anticipated.
- Completion of Act 250 permitting.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: DPW-Water Resources Submitter: Martin Lee

Title/Subject: Stage 1 Wastewater Treatment Plant Improvements 35% Final Design and Loan

Approval Requested:

☒ Board of Finance

☒ City Council

☐ Both BOF and Council

Meeting Date:

6/16/2025

6/23/2025

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.

Resolution Relating to

AUTHORIZATION FOR UP TO \$2,192,700 STEP II LOAN FROM VERMONT CLEAN WATER STATE REVOLVING FUND AND FOR AMENDED ENGINEERING CONTRACT WITH WRIGHT PIERCE FOR UP TO \$2,192,700 FOR MAIN WASTEWATER PLANT IMPROVEMENTS (STAGE 1)

RESOLUTION 6.21

Sponsor(s): Bd. of Finance

Introduced: 06/23/25

Referred to: _____

Action: adopted

Date: 06/23/25

Signed by Mayor: 06/24/25

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 State of Vermont Clean Water State Revolving Fund (“CWSRF”) provides loans for
2 planning and preliminary engineering (Step I) and final design engineering (Step II) of municipal wastewater
3 and stormwater system projects; and

4 WHEREAS, the City has determined the need to replace, modernize and upgrade the Main Wastewater
5 Treatment Plant equipment in order to ensure on-going compliance with Vermont discharge permit 3-1331
6 and the Lake Champlain Phosphorus Total Maximum Daily Load (“TMDL”) and to ensure adequate
7 wastewater treatment capacity for growth of residential and commercial development (the “Project”); and

8 WHEREAS, at an annual meeting of the City of Burlington (the “City”) held on March 4, 2025, the
9 voters of the City approved borrowing up to a principal amount not to exceed \$152,000,000 in the aggregate,
10 for the purpose of paying for (i) capital additions and improvements to the City’s wastewater and stormwater
11 systems, including the City’s wastewater treatment plants, pump stations and collection system, the
12 stormwater treatment and collection system, combined sewer outflow mitigation projects, stormwater outfall
13 rehabilitation, and (ii) funding a debt service reserve fund and paying costs of issuance; and

14 WHEREAS, the Project is part of the capital additions and improvements authorized by the voters at
15 said annual meeting; and

16 WHEREAS, the City Council has previously authorized a Step I loan for Preliminary Engineering
17 (RF1-331-1.0) in a principal amount not to exceed \$643,800 for the Project pursuant to a resolution adopted
18 on August 15, 2022; and

19 WHEREAS, the next phase of the Project is completion of 35% Final Design work for Stage 1 – Main
20 Wastewater Treatment Plant Improvements; and

21 WHEREAS, the City has followed a competitive qualifications based procurement process required by
22 the State and selected Wright Pierce as the most qualified contractor for the planning and design of this
23 Project; and

24 WHEREAS, this phase of final design is estimated to require an amendment of an additional
25 \$1,548,900 to the existing contract amount of \$643,800 for a total contract authorization of \$2,192,700; and

* * * * *

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 Project is eligible for a Step II State of Vermont CWSRF Final Design Loan totaling \$2,192,700 (inclusive of the Step I loan amount); and

WHEREAS, the standard CWSRF Loan terms for projects of this type are up to 10 years at 0% interest;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works, or his designee, to complete the Step II Loan Application for Revolving Loan Funds Revolving Loan Funds under 24 V.S.A. Chapter 120 and to apply to the Vermont CWSRF and Vermont Municipal Bond Bank (the "Bank") for the financing of a Loan in a principal amount not to exceed \$2,192,700 (the "Loan") subject to final review and approval by the Chief Administrative Officer, Director of Finance, and City Attorney's Office; and

BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works to execute an amendment to the Engineering Services Agreement with Wright Pierce for the initial phase of Step II final design in an additional amount not to exceed \$1,548,900, for a total authorized expenditure not to exceed \$2,192,700, subject to review and approval by the City Attorney's Office; and

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative Officer, Director of Finance, and Assistant Director of Finance (the "Authorized Officers"), individually or collectively, to execute and deliver: (i) a loan agreement with the Bond Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and instruments as the Bond Bank may request in connection with the Loan, in such form and with such terms as they deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or convenient in connection with the Loan, all subject to the prior review and approval of the City Attorney's Office; and

BE IT FURTHER RESOLVED that the City Council designates the following City staff member as an alternate authorized representatives of the Project with authority to execute administrative or reimbursement documents, and other ancillary documents other than the loan application or loan agreements: Department of Public Works Water Resources Division Director, Megan Moir.

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

DPW Water Resources

* * * * *

ORIGINAL

RESOLUTION RELATING TO

Authorization for Up to \$2,192,700 Step II Loan From Vermont Clean Water State
Revolving Fund and for Amended Engineering Contract with Wright Pierce for up to
\$2,192,700 for Main Wastewater Plant Improvements (Stage 1)

Adopted by the City Council

June 23, 2025

[Signature] Clerk

Approved June 24, 2025

[Signature] Mayor

Vol. Page

[Signature]
Lori Olberg
Council and Licensing Coordinator

Resolution Relating to

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

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

lb/ER/Resolutions 2025/Ledgewood_Circle_Acceptance
6/17/25



**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: Board of Finance/City Council

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

DATE: June 16, 2025

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

RE: Ledgewood Circle Street Acceptance

Request

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

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

History of Ledgewood Circle - 1960's

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

1981

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

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

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

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

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

1982-1993

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

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

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

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

2018-Present

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

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

Right-of-Way Acceptance

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

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

These City Departments include:

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

The city has, as a courtesy and as time and resources allowed, historically provided a routine level of service in maintaining the street segment. Typical maintenance over the years has included pothole filling, snow plowing, and catch basin repairs.

Future Plans for Ledgewood Circle

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

Recommendation

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

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

An Equal Opportunity Employer

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

Exhibits

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

Motions:

Board of Finance:

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

City Council:

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

CHRONOLOGY OF EVENTS RELATED TO OWNERSHIP OF THE AUSTIN DRIVE ENTRYWAY

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

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

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

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

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

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

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

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

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

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

ATTACHED DOCUMENTS:

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

ATTACHMENT 1:

Excerpts from DECLARATION OF LEDGEWOOD I CONDOMINIUM (January 1981)

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

Section 1.01. Submission of Property; Creation.

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

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

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

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

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

EXHIBIT "B"

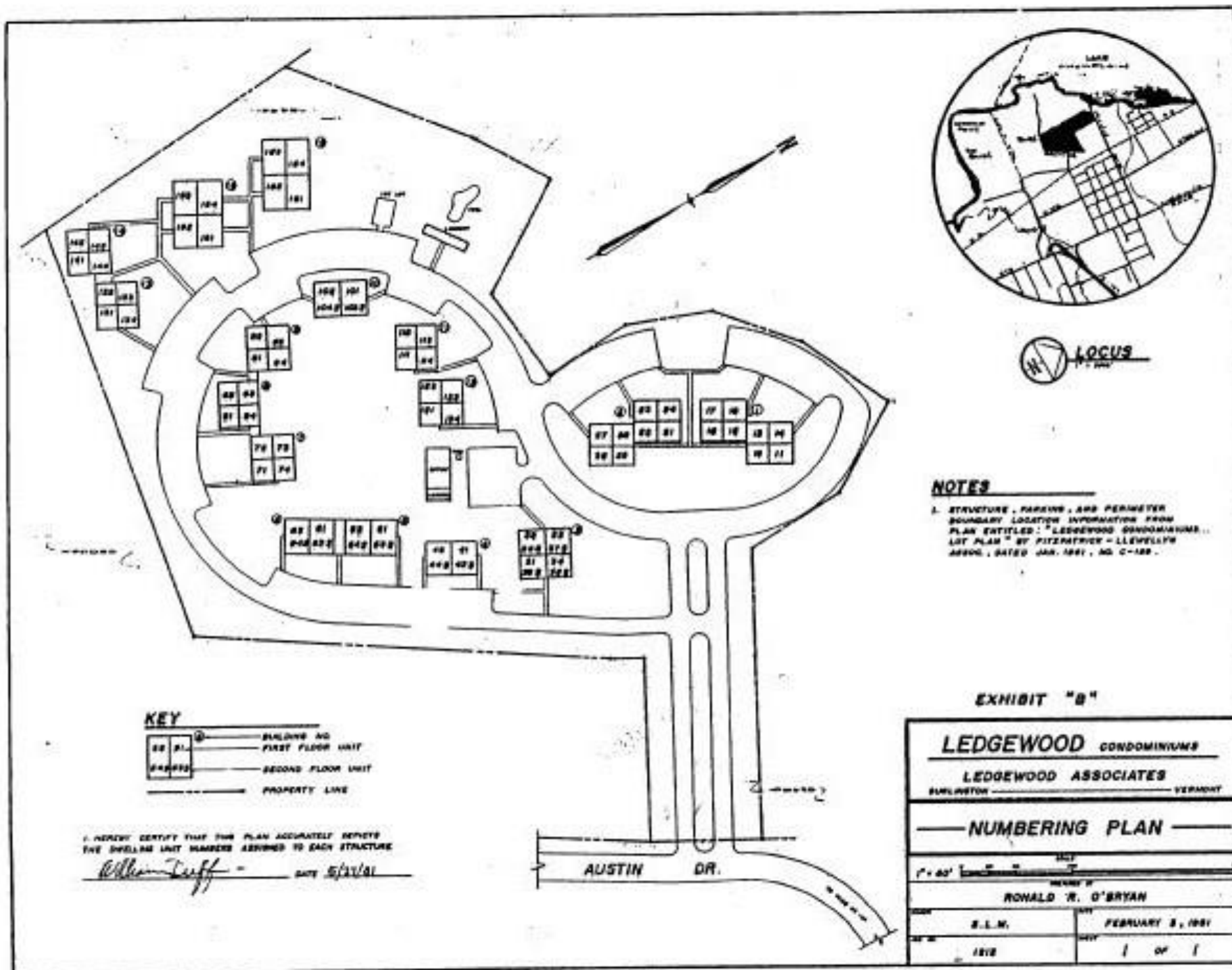


EXHIBIT D

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

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

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

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

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

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

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



126
WARRANTY DEED

CITY CLERK'S OFFICE
1-29-89 12:35 PM
RECORDED
INDEXED
of Burlington
Vermont
In 21 V.S.A. Chap. 226
NOTARIAL SIGNATURE
Notary, Certificate & Permit Required
Attest
James E. Rade, City Clerk

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

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

thence proceeding in a general northerly direction in a curve to the left having a length of 134.16 feet to a point; thence proceeding N30°31'34"W a distance of 113.00 feet to a point; thence proceeding in the same course along the common sideline with lands and premises commonly known as "Southwind-By-The-Lake", as more particularly described in a Declaration of Condominium, dated July 30, 1986, recorded in Volume 341, Page 129- of the Land Records of the City of Burlington, a distance of 26.01 feet to a point;

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

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

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

estimated (omitted from
deed)

from LWI property map/des

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

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

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

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

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

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

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

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

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

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

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

IN PRESENCE OF:

[Signature]
[Signature]

LEDGEWOOD ASSOCIATES

BY *[Signature]*
Duly Authorized Agent

Measure
ment
missing,
but can
deduce

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

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



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

BROWNS COURT

Amendment, see vol. 283 p141

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

669

WARRANTY DEED

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

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

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

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

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

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

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

Vermont Property Transfer Tax
32 V.S.A. Chap. 231

ACKNOWLEDGMENT

Return Rec'd - Tax Paid - Board of Health Cert. Rec'd
Vt. Land Use & Development Plans Act Cert. Rec'd
Return No. 4550739
Signed [Signature] Clerk
Date 1/15/81

Attest

[Signature]
City Clerk

670

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

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

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

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

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

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

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

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

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

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

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

Thence turning to the left so as to form an included angle of $175^{\circ} 10' 00''$, and continuing in a northeasterly direction a distance of 42.00 feet to a survey marker;

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

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

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

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

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

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

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

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

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

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

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

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

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

In the Presence of:

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

Thomas Cholnoky
Thomas Cholnoky

Imre Cholnoky
Imre Cholnoky

William C. Brooks
William C. Brooks

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

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)SS. At Greenwich this 12th day of

January A.D. 1981, Thomas Cholnoky, Imre Cholnoky, William C. Brooks
and Ralph F. Brooks personally appeared, and they acknowledged this
instrument, by them sealed and subscribed, to be their free act and
deed.

Before me

Patricia B. Callan
Notary Public
Patricia B. Callan

(Authentication Certificate to be attached)

BERNARD J. LUCKART

I, Bernard J. Luckart, Clerk of said Judicial District and of the Superior Court and

District, the same being a Court of Record, having by law a seal hereby certify

That Patricia B. Callan

whose name is subscribed to the certificate of proof, acknowledgment, or affidavit or to the instrument
thereon written, was, at the time of taking such proof, acknowledgment or affidavit, a duly qualified
Notary Public within and for said Judicial District, County of Fairfield, State of Connecticut,
appointed, commissioned and sworn, and authorized by the laws of said State to administer oaths,
acknowledgments and proofs of deeds or conveyances for lands, tenements and hereditaments, and to
instruments to be recorded herein, and to certify the same, that full faith and credit shall be given to
official acts, and I further certify that I have compared the signature to the original instrument and
this office by such person and verily believe that the signature to the original instrument is the
signature and said certificate is not required to be under seal, and the person signing such certificate
law to file in this office an impression of the official seal

her

In testimony whereof, I have hereunto set my hand and affixed the seal of said
said Judicial District and State, on the 13th day of January

Bernard J. Luckart
Clerk

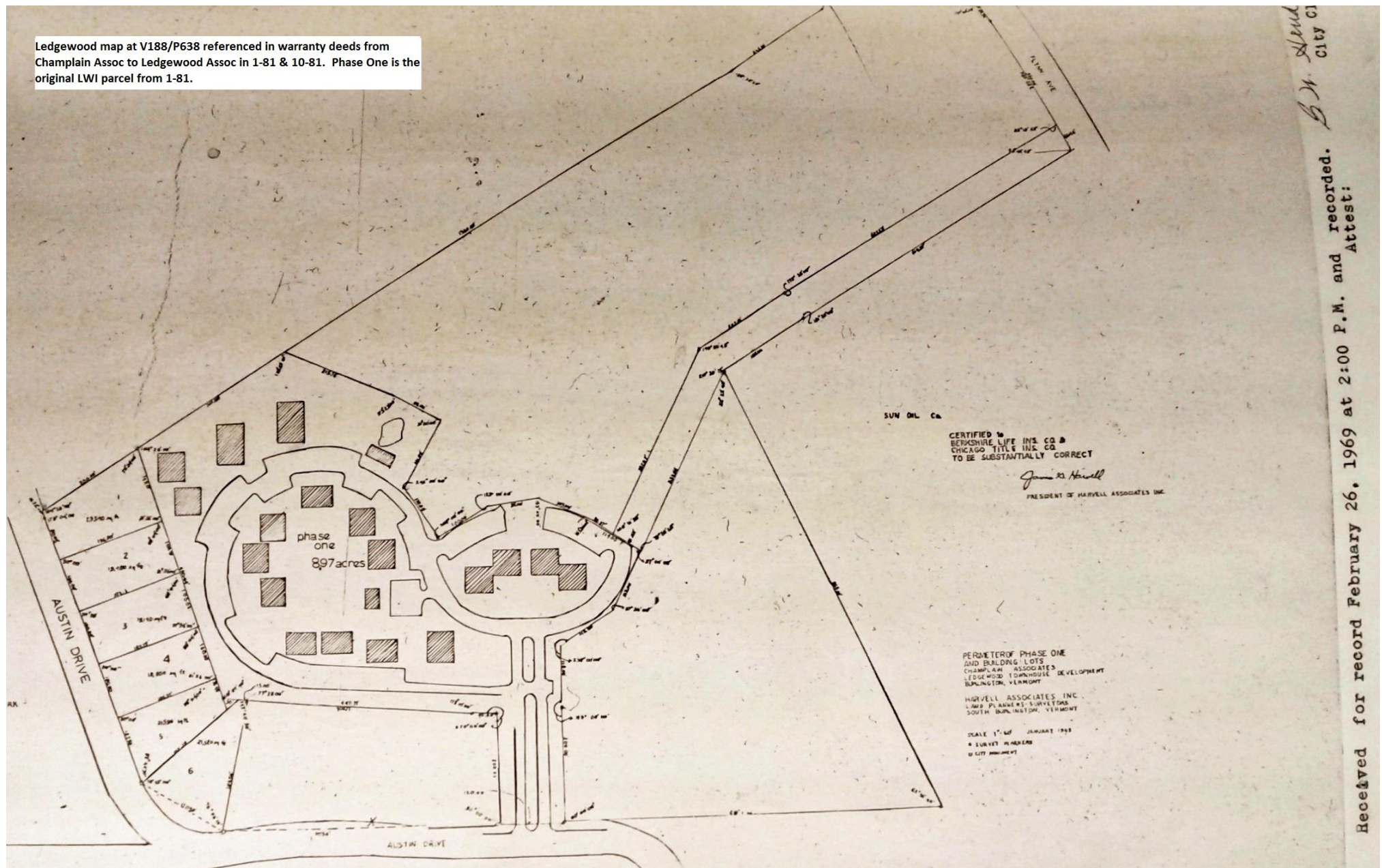
Received for record

Jan. 15, 1981

Attest

Patricia B. Callan
Notary Public

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



Received for record February 26, 1969 at 2:00 P.M. and recorded.
Attest:
B. M. Harvell
City of

AGREEMENT BETWEEN CITY & LEDGEWOOD
ASSOC

R.
507

AGREEMENT

7/14/81

Agre
L.

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

4. Except as otherwise provided herein the parties hereto ratify and affirm the Agreement and Covenant.

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

LEDGEWOOD ASSOCIATES

By: Gerald C. Malt
Partner and Duly Authorized Agent

CITY OF BURLINGTON

By: Bernard Kander
Mayor, Duly Authorized

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

Attest:

A. L. Wagner
City Clerk

Attachment 5

AMENDMENT

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

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

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

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

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

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

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

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

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

6. The date of this Amendment is June 21st, 1982.

WITNESSES:

UNIT NO. 11

[Signature]
[Signature]

Gerald C. Melt for
Sedgewood Associates

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

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

Before me

[Signature]
Notary Public

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

UNIT NO. 12

[Signature]
[Signature]

Frederick R. Sporck
Frederick R. Sporck

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

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

Before me

[Signature]
Notary Public

UNIT NO. 13

[Signature]
[Signature]

Sedgewood Associates
Gerald C. Melt

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

ATTACHMENT 6

Know all Men by these Presents

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

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

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

paid to its full satisfaction by

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

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

LEDGEWOOD HOME OWNERS ASSOCIATION, and its successors and assigns

all right and title which heirs or assigns,

LEDGEWOOD ASSOCIATES

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

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

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

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

Vermont Property Transfer Tax
32 V.S.A. Chap. 231
--ACKNOWLEDGMENT
Return Rec'd. Tax Paid-Board of Health Com.
Vt. Land Use & Development Plans Act Com.
Return No. 2588063
Signed - [Signature]
D. 1c 1/20/81

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

LEDGEWOOD HOME OWNERS ASSOCIATION, and its successors

~~heirs~~ and assigns forever.

And Furthermore it the said

LEDGEWOOD ASSOCIATES

do for itself and its successors

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

LEDGEWOOD HOME OWNERS ASSOCIATION, and its successors

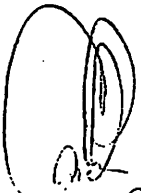
~~heirs~~ and assigns, that from and after the ensealing of these presents the said

LEDGEWOOD ASSOCIATES

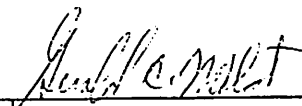
will have and claim no right, in, or to the said quit-claimed premises.

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

In Presence of


 Toni A. Lisman

LEDGEWOOD ASSOCIATES

BY: 



State of Vermont,
 CHITTENDEN County

ss.

At

Burlington

this

day of January A. D. 1981

Gerald C. Prout

personally appeared, and

he

acknowledged this instrument, by

him sealed and subscribed, to be his free act and deed.
 and the free act and deed of LEDGEWOOD ASSOCIATES.
 Before me

Received for record Jan, 20 1981, at 2:05 P. M. and recorded

Attest:


 City Clerk

Deed.

QUIT-CLAIM

LEDGEWOOD ASSOCIATES.

TO

LEDGEWOOD HOME OWNERS
ASSOCIATION

Dated. January 19 81

Burlington CLERK'S OFFICE

RECEIVED FOR RECORD

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

AND RECORDED IN Warranties
BOOK 272 PAGE 685 OF LAND RECORDS

ATTEST L. Wagner
Carl Korman CLERK
RECORDERS FEE \$

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

March 13, 2019

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

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

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

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

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

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

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

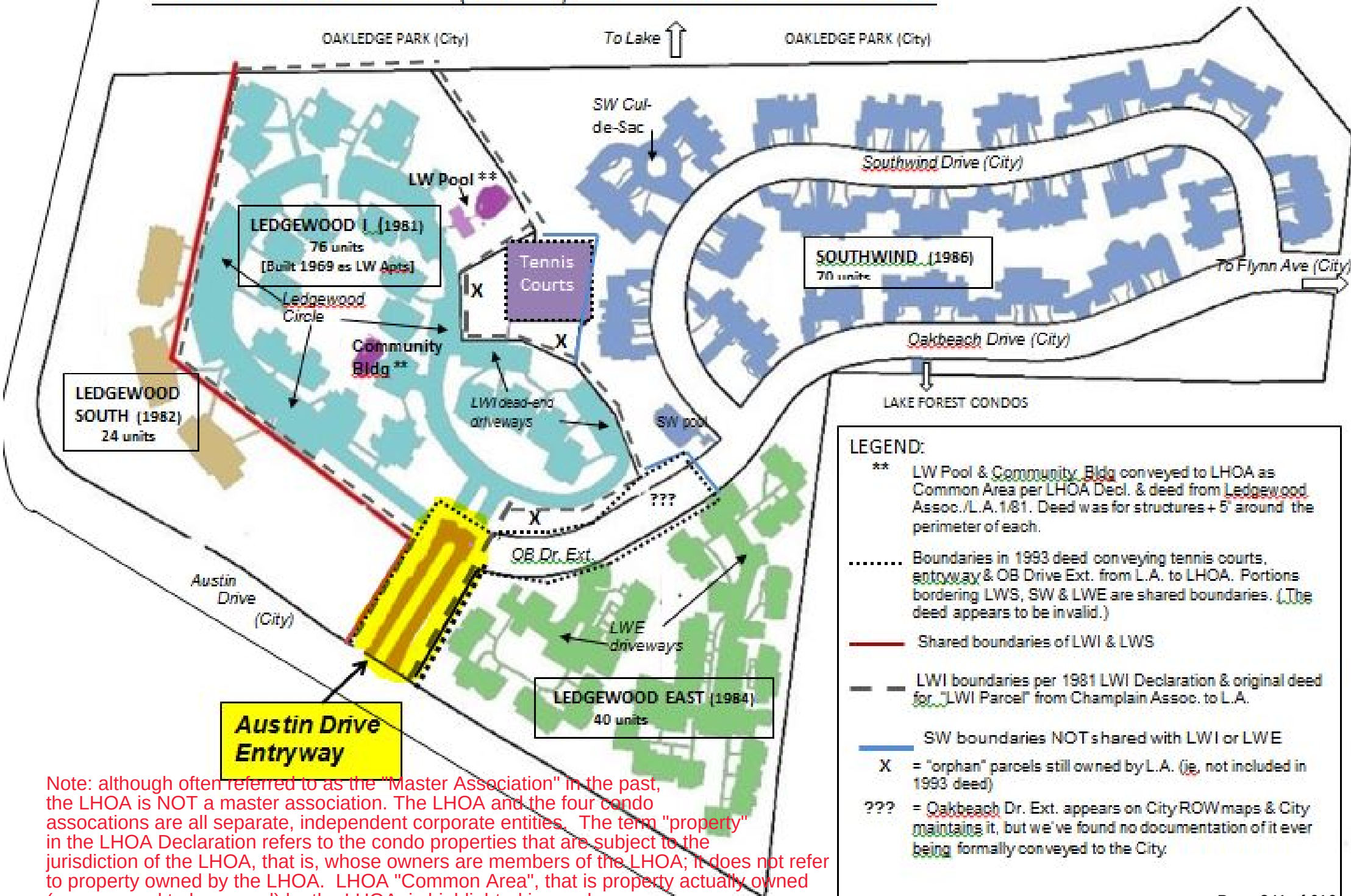
- It was part of the parcel of land that Ledgewood Associates conveyed into LWI Condo Association ownership on January 15, 1981 [*City Land Records V271/P481*]. Therefore, Ledgewood Associates did not own the entryway when it purported to convey it to the LHOA in 1993. LWI is and always has been the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

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

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

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

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



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

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

COMMITMENT FOR TITLE INSURANCE**SCHEDULE A**

1. Commitment Date: 5/5/2025
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy (Standard)
Proposed Insured: City of Burlington

Proposed Policy Amount: \$50,000.00
3. The estate or interest in the Land at the Commitment Date is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Ledgewood I Condominium Association and Ledgewood I Condominium Homeowners' Association, Inc.
5. The land is described as follows: Property Description attached.
Austin Drive, Burlington, Vermont 05401

Countersigned and validated



By: Authorized Signatory

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

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

**SCHEDULE B - PART I
Requirements**

All of the following Requirements must be met:

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

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

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Schedule B, Part I Requirements are continued as follows:

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

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

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SCHEDULE B, PART II Exceptions

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

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

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

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

**Schedule B, Part II
Exceptions**

Continuation Sheet

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

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

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

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

COMMITMENT CONDITIONS**1. DEFINITIONS**

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

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

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



CATIC

By



JAMES M. CZAPIGA, PRESIDENT

Property Description

Re: Austin Drive, Burlington, VT 05401

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

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

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

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

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

WARRANTY DEED

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

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

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

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

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

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

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

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

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

Signature Page to Follow

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

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

By: _____
Andrew Prendimano
Treasurer and Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

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

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

Ledgewood Home Owners Association

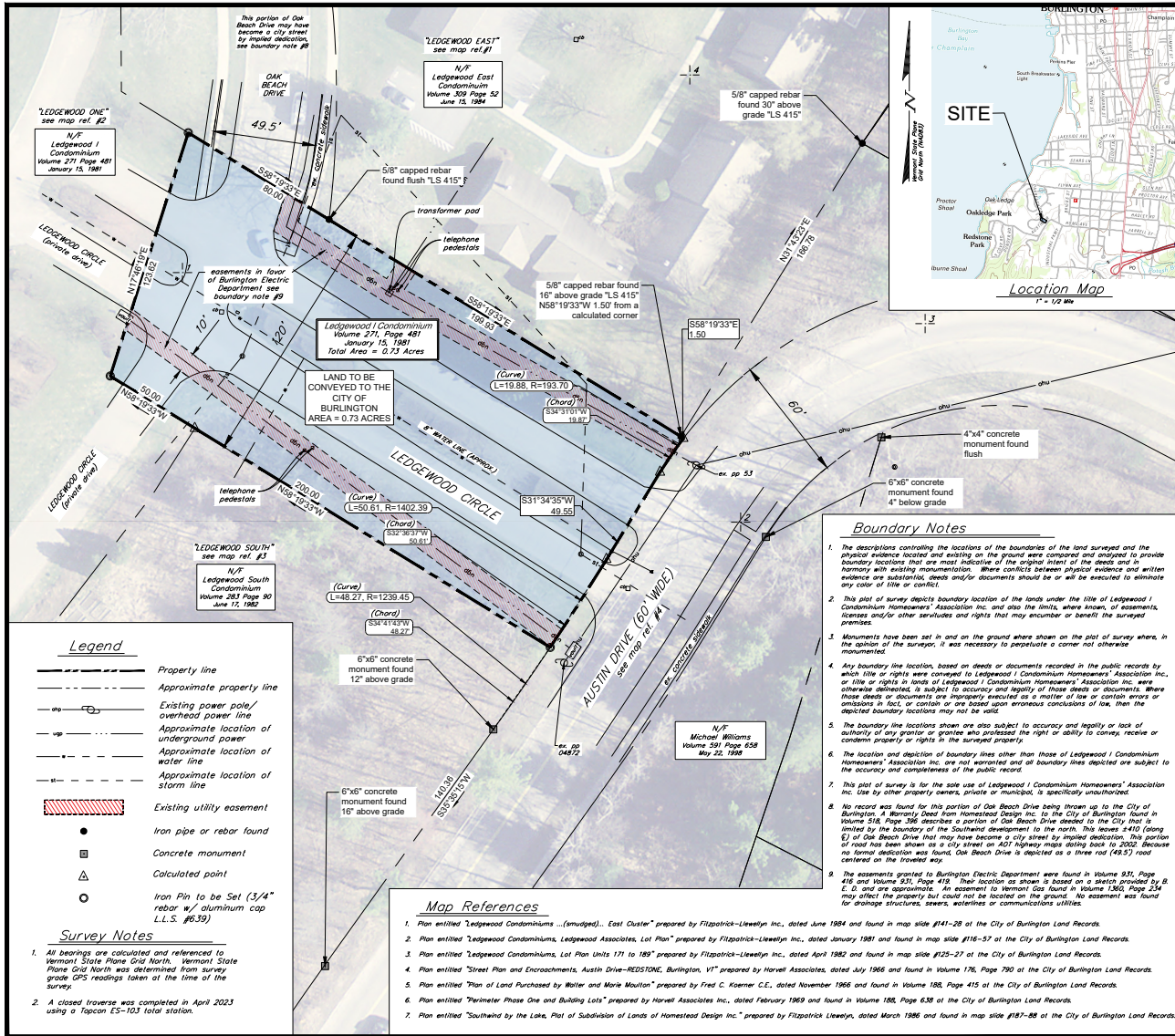
By: _____
Betsy Liley
President and Authorized Agent

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

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

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

EX-D



Ledgewood I Condominium Homeowners' Association Inc.

80 Austin Drive, Burlington, Vermont



Certification
This survey is based on physical evidence found in the field and information abstracted from deeds and other pertinent records and this survey is consistent with that evidence. This plot conforms to 27 V.S.A. section 1202.

[Signature]
JAMES J. LANSING, L.L.S. #639

STATE OF VERMONT
JAN 6/23
No. 639
LAND SURVEYING
EXCELLENCE IN SERVICE

STANDARD GRAPHIC SCALE (1" = 30')

BOUNDARY SURVEY

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

REV	REVISIONS/COMMENTS	DATE

Drawing Title: Boundary Survey

DATE of Issue: 6/1/2023
Drawn by: BLW Checked by: MJJ
Project No.: 23159 Scale: 1" = 30'
Drawing No.: Rev No.:
B-1

EX-E





**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

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

RIGHT OF WAY ACCEPTANCE PROCEDURE

JANUARY 26, 2014

PRE-DEVELOPMENT

Pre-Development Documentation

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

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

Project Duration

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

Project Escrow Account

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

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

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

Warranty and Retainage

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

Work to Conform

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

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

Protection and Repair to Existing Utilities

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

Reconstruction of Existing Utilities

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

Permits-General

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

Building Permits

Building Permits will only be issued when

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

Unified Certificate of Occupancy

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

Maintenance

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

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

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

Liability Insurance Coverage

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

DURING DEVELOPMENT

Supervisor on the Job Site

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

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

Contact List

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

Construction Meetings

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

Resident Engineer

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

Water Division-Water Distribution System Installation

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

BED Inspection Personnel

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

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

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

Acceptance of Roadway

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

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

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

City Engineer Fees

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

City Attorney Fees

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

Submittal of As-Built Drawings

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

Sanitary Sewers

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

General Requirements Burlington Public Works Standards and Specifications

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

Water Distribution

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

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

Storm Drains

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

Highways

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

Electrical Utility

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

Record Drawings

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

Right of Way Final Drawings

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

Resolution Relating to

RESOLUTION _____

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

Sponsor(s): _____
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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

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

- 1 That WHEREAS, the LedgeWood I Condominium Association and LedgeWood I Condominium
2 Homeowner’s Association, Inc., a Vermont nonprofit corporation (collectively, “LedgeWood”), own in fee
3 that certain portion of LedgeWood Circle more particularly described in Exhibit A hereto (the “Property”);
4 WHEREAS, LedgeWood desires to dedicate the Property to the City in fee, by warranty deed, for
5 right-of-way purposes (the “Dedication”); and
6 WHEREAS, on May 27th, 2025 the Transportation, Utilities, and Energy Committee, considered the
7 Dedication and recommended that the City Council accept it; and
8 WHEREAS, for reasons explained in the staff report attached hereto as Exhibit B, the City Council
9 desires to accept the Dedication;
10 NOW, THEREFORE, BE IT RESOLVED THAT the City Council authorizes the Director of the
11 Department of Public Works or designee to accept the Dedication on behalf of the City and to execute such
12 instruments, subject to approval as to form by the City Attorney, and to take all such other actions, as may be
13 necessary or convenient to effectuate the objects of this Resolution.
14
15 lb/ER/Resolutions 2025/LedgeWood_Circle_Acceptance

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

Department: DPW Tech Services Submitter: Caleb Manna

Title/Subject: Ledgewood Circle Street Acceptance

Approval Requested: ☒ Board of Finance ☐ City Council ☐ Both BOF and Council	Meeting Date: 6/16/2025 6/23/2025 Click or tap to enter a date.
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Instructions

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

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

Resolution Relating to

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

RESOLUTION 6.22

Sponsor(s): Bd. of Finance

Introduced: 06/23/25

Referred to: _____

Action: adopted

Date: 06/23/25

Signed by Mayor: 06/24/25

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

14
15
16 lb/ER/Resolutions 2025/Ledgewood_Circle_Acceptance
17 6/17/25

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

DPW, Caleb Manna

ORIGINAL

RESOLUTION RELATING TO

Authorization To Accept The Dedication In Fee Of A Portion
Of Ledgewood Circle.....
.....

Adopted by the City Council

June 23....., 20 25

Bridget V. Kelly Clerk

Approved..... June 24, 20 25

Emily Mayor

Vol. Page

Attest:
Lori Olberg
Lori Olberg
Council and Licensing Coordinator

* * * * *



To: Burlington City Council
From: Kara Alnasrawi, Director of Business & Workforce Development
CC: Lynn Reagan, Interim HR Director
Tim Clancy, HR Specialist

Re: Reclassification and retitling of Assistant Director of Community Works

Purpose:

The City of Burlington faces an urgent and ongoing housing crisis. Public-private partnerships (P3s) have emerged as one of the most effective tools to deliver housing, particularly affordable and mixed-income developments, by leveraging both public resources and private investment.

To better support this work, CEDO is recommending a retitling and reclassification of the current Assistant Director for Community Works position to Real Estate Development Manager. The position will be reclassified from a Grade 26 to Grade 23

This change sharpens the focus of the position on real estate development and P3 project delivery and aligns the title and salary grade with the updated responsibilities and market expectations.

Importantly, the change also results in a cost savings to the department by lowering the grade level.

Old Title	New Title	Old Grade and Pay	New Grade and Pay
Assistant Director of Community Works	Real Estate Development Manager	Grade 26	Grade 23

MOTION

Board of Finance:

To approve and recommend to City Council the retitling of the Assistant Director for Community Works to Real Estate Development Manager and to reclassify this position from grade 26 down to grade 23.

City Council:

To approve the retitling of the Assistant Director for Community Works to Real Estate Development Manager and to reclassify this position from grade 26 down to grade 23.

City of Burlington Job Description

Position Title: ~~Assistant Director of Community Works~~, Real Estate Development Manager

Department: Community and Economic Development (CEDO)

Reports to: Director of CEDO

Pay Grade: ~~23~~Grade-26

Exempt/Non-Exempt: Exempt

Union: Non-Union

General Purpose: This highly responsible and publicly visible position leads the Community Works Team within the City of Burlington’s Community and Economic Development Office (CEDO). The primary responsibility of this position is to oversee, coordinate, manage, and implement all CEDO-led real estate development projects from conceptual planning through construction; oversee, coordinate, and manage project development and management for other major high priority City development projects; oversee, coordinate, and manage the creation and implementation of purchase and sale and lease agreements for the use and/or redevelopment of City-owned properties; oversee, coordinate, and manage the creation and implementation of development agreements related to the use and/or redevelopment of both public and private property; and, serve as the City’s lead point-of-contact on major private redevelopment projects. This position ~~is~~ collaborates on the City’s business outreach and real-estate related economic development initiatives.

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

- Encourage and facilitate the development of the City of Burlington’s economy through the support, creation, and execution of high priority real estate development projects.
- Create opportunities to stimulate economic development and fund public infrastructure and/or public facilities ~~with tax increment financing (TIF)~~utilizing various methods of public and private financing.
- Oversee, coordinate, manage, and implement all CEDO-led real estate and community development projects from conceptual planning through construction including financing, facilitation of external partners, and serving as primary point of contact for other departments.

- ✓ Oversee, coordinate, and manage project development and management for other multi-million-dollar City real estate and community development priority projects especially those in the Waterfront and Downtown TIF districts.
- ✓ Oversee, coordinate, and manage the creation and implementation of purchase and sale and lease agreements for the use and/or redevelopment of City-owned properties.
- ✓ Collaborate City's business outreach and real-estate related economic development initiatives.
- ✓ Oversee, coordinate, and manage the creation and implementation of development agreements related to the use and/or redevelopment of both public and private property.
- ✓ In partnership with the CEDO Director manage and develop the Community Works budget and propose financial strategies for CEDO projects by; working closely with the Clerk-Treasurers Office Department of Finance and Administration and; the CEDO Leadership Team, and CEDO's Financial Assistant.
- ✓ Supervise the Community Works team including, hiring and performance management. Assess and schedule work and training, and evaluate performance and efficiency.
- ✓ Monitor the performance of consultants, contractors, and governmental partners enlisted or funded to meet division program objectives.
- ✓ Prepare for Mayoral and/or City Council approval proposed Development Agreements, Purchase and Sale agreements, short and long-term leases, consultant contracts, development financing plans, and other related documents, and oversee their ongoing administration and compliance.
- ✓ Serve as CEDO's lead point of contact for City Councilors, State officials, the media, and the general public for information on all CEDO-managed redevelopment projects.
- ✓ Must have excellent judgment with respect to project decisions and the ability to confidently advise the Mayor and City Council on those decisions."²
- ✓ Must have extensive experience successfully negotiating complex real estate agreements and professional contracts."²

Non-Essential Job Functions:

- ✓ Performs other duties as required.

Qualifications/Basic Job Requirements:

- ✓ Bachelor's Degree in Community Development, Business Administration, Urban

Planning, Public Administration, or a related field is required. A Master's Degree is preferred.

- ~~Five (5) years -A minimum of seven (7) years of progressively responsible~~ experience in public and/or private real estate project development and execution in one or more specialized areas such as: downtown revitalization, commercial and/or residential development, civic and waterfront development, public infrastructure development, brownfields redevelopment, public/private partnerships, and/or development finance preferred, ~~including three (3) years of supervisory experience is required.~~
- Advanced project development and management skills such as the ability to read blueprints and engineering specifications, understanding of construction methods and techniques, and ability to prepare construction bidding documents, development financial statements and pro forma are required.
- Demonstrated experience in managing large and complex development projects (budgets over ~~\$5~~m) from start to finish is required.
- A demonstrated commitment and record of developing and executing high quality urban design and sustainable development practices is required.
- Knowledge of City, State and federal public and private sources for development financing, and ability to evaluate loans, business plans and financial projections, and to analyze financial feasibility of funding proposals.
- High degree of administrative capabilities and organizational skills, including experience in and ability to meeting deadlines, and manageing multiple projects, adhering to procurement processes and established policies, managing project budgets, and delivering projects under budget at the same time.
- Ability to obtain a working knowledge of all relevant City, State and federal regulatory requirements and processes including but not limited to zoning, building and construction, urban soils, and stormwater.
- Experience in hiring and supervising staff, contractors, and consultants, and ability to understand, comply with, and enforce City workplace standards, safety rules, and personnel policies.
- A strong commitment to effective public education, communication, outreach and engagement is required, as is a demonstrated ability to communicate effectively graphically, orally, and in writing to a wide range of audiences.
- Demonstrated professionalism, tact, and discretion in addressing confidential, controversial, and emotionally charged issues, and the ability to establish and maintain positive and effective employee, partnership, and public relationships.
- Commitment to support and champion efforts to build and sustain a workplace culture focused on continuous improvement, and improving the quality and effectiveness of governmental services.

- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity, and inclusion as evidenced by ongoing trainings and professional development.
- Frequent attendance at evening, and sometimes weekend, meetings is required.

Physical & Mental/Reasoning Requirements; Work Environment:

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

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

Supervision:

Directly Supervises: 13

Indirectly Supervises:

Disclaimer:

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

Approvals:

Department Head:

Date:

Human Resources:

Date:

City of Burlington Job Description

Position Title: Real Estate Development Manager

Department: Community and Economic Development (CEDO)

Reports to: Director of CEDO

Pay Grade: 23

Exempt/Non-Exempt: Exempt

Union: Non-Union

General Purpose: This highly responsible and publicly visible position leads the Community Works Team within the City of Burlington's Community and Economic Development Office (CEDO). The primary responsibility of this position is to oversee, coordinate, manage, and implement all CEDO-led real estate development projects from conceptual planning through construction; oversee, coordinate, and manage project development and management for other major high priority City development projects; oversee, coordinate, and manage the creation and implementation of purchase and sale and lease agreements for the use and/or redevelopment of City-owned properties; oversee, coordinate, and manage the creation and implementation of development agreements related to the use and/or redevelopment of both public and private property; and, serve as the City's lead point-of-contact on major private redevelopment projects. This position collaborates on the City's business outreach and real-estate related economic development initiatives.

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

- ✓ Encourage and facilitate the development of the City of Burlington's economy through the support, creation, and execution of high priority real estate development projects.
- ✓ Create opportunities to stimulate economic development and fund public infrastructure and/or public facilities utilizing various methods of public and private financing.
- ✓ Oversee, coordinate, manage, and implement all CEDO-led real estate and community development projects from conceptual planning through construction including financing, facilitation of external partners, and serving as primary point of contact for other departments.

- ✓ Oversee, coordinate, and manage project development and management for other multi-million-dollar City real estate and community development priority projects.
- ✓ Oversee, coordinate, and manage the creation and implementation of purchase and sale and lease agreements for the use and/or redevelopment of City-owned properties.
- ✓ Collaborate City's business outreach and real-estate related economic development initiatives.
- ✓ Oversee, coordinate, and manage the creation and implementation of development agreements related to the use and/or redevelopment of both public and private property.
- ✓ In partnership with the CEDO Director manage and develop the Community Works budget and propose financial strategies for CEDO projects by working closely with the Department of Finance and Administration and the CEDO Leadership Team.
- ✓ Supervise the Community Works team including, hiring and performance management. Assess and schedule work and training, and evaluate performance and efficiency.
- ✓ Monitor the performance of consultants, contractors, and governmental partners enlisted or funded to meet division program objectives.
- ✓ Prepare for Mayoral and/or City Council approval proposed Development Agreements, Purchase and Sale agreements, short and long-term leases, consultant contracts, development financing plans, and other related documents, and oversee their ongoing administration and compliance.
- ✓ Serve as CEDO's lead point of contact for City Councilors, State officials, the media, and the general public for information on all CEDO-managed redevelopment projects.
- ✓ Must have excellent judgment with respect to project decisions and the ability to confidently advise the Mayor and City Council on those decisions.
- ✓ Must have extensive experience successfully negotiating complex real estate agreements and professional contracts.

Non-Essential Job Functions:

- ✓ Performs other duties as required.

Qualifications/Basic Job Requirements:

- ✓ Bachelor's Degree in Community Development, Business Administration, Urban

Planning, Public Administration, or a related field is required. A Master's Degree is preferred.

- ✓ Five (5) years experience in public and/or private real estate project development and execution in one or more specialized areas such as: downtown revitalization, commercial and/or residential development, civic and waterfront development, public infrastructure development, brownfields redevelopment, public/private partnerships, and/or development finance preferred.
- ✓ Advanced project development and management skills such as the ability to read blueprints and engineering specifications, understanding of construction methods and techniques, and ability to prepare construction bidding documents, development financial statements and pro forma are required.
- ✓ Demonstrated experience in managing large and complex development projects (budgets over \$5m) from start to finish is required.
- ✓ A demonstrated commitment and record of developing and executing high quality urban design and sustainable development practices is required.
- ✓ Knowledge of public and private sources for development financing, and ability to evaluate loans, business plans and financial projections, and to analyze financial feasibility of funding proposals.
- ✓ High degree of administrative capabilities and organizational skills, including experience in meeting deadlines, managing multiple projects, adhering to procurement processes and established policies, managing project budgets, and delivering projects under budget.
- ✓ Ability to obtain a working knowledge of all relevant City, State and federal regulatory requirements and processes including but not limited to zoning, building and construction, urban soils, and stormwater.
- ✓ Experience in hiring and supervising staff, contractors, and consultants, and ability to understand, comply with, and enforce City workplace standards, safety rules, and personnel policies.
- ✓ A strong commitment to effective public education, communication, outreach and engagement is required, as is a demonstrated ability to communicate effectively graphically, orally, and in writing to a wide range of audiences.
- ✓ Demonstrated professionalism, tact, and discretion in addressing confidential, controversial, and emotionally charged issues, and the ability to establish and maintain positive and effective employee, partnership, and public relationships.
- ✓ Commitment to support and champion efforts to build and sustain a workplace culture focused on continuous improvement, and improving the quality and effectiveness of governmental services.

- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity, and inclusion as evidenced by ongoing trainings and professional development.
- Frequent attendance at evening, and sometimes weekend, meetings is required.

Physical & Mental/Reasoning Requirements; Work Environment:

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

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

Supervision:

Directly Supervises: ☒ 1 _____ Indirectly Supervises: _____

Disclaimer:

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

Approvals:

Department Head:

Date:

Human Resources:

Date:

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Business & Workforce Development Submitter: Kara Alnasrawi

Title/Subject: Retitling and Reclass of Assistant Director of Community Works

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.

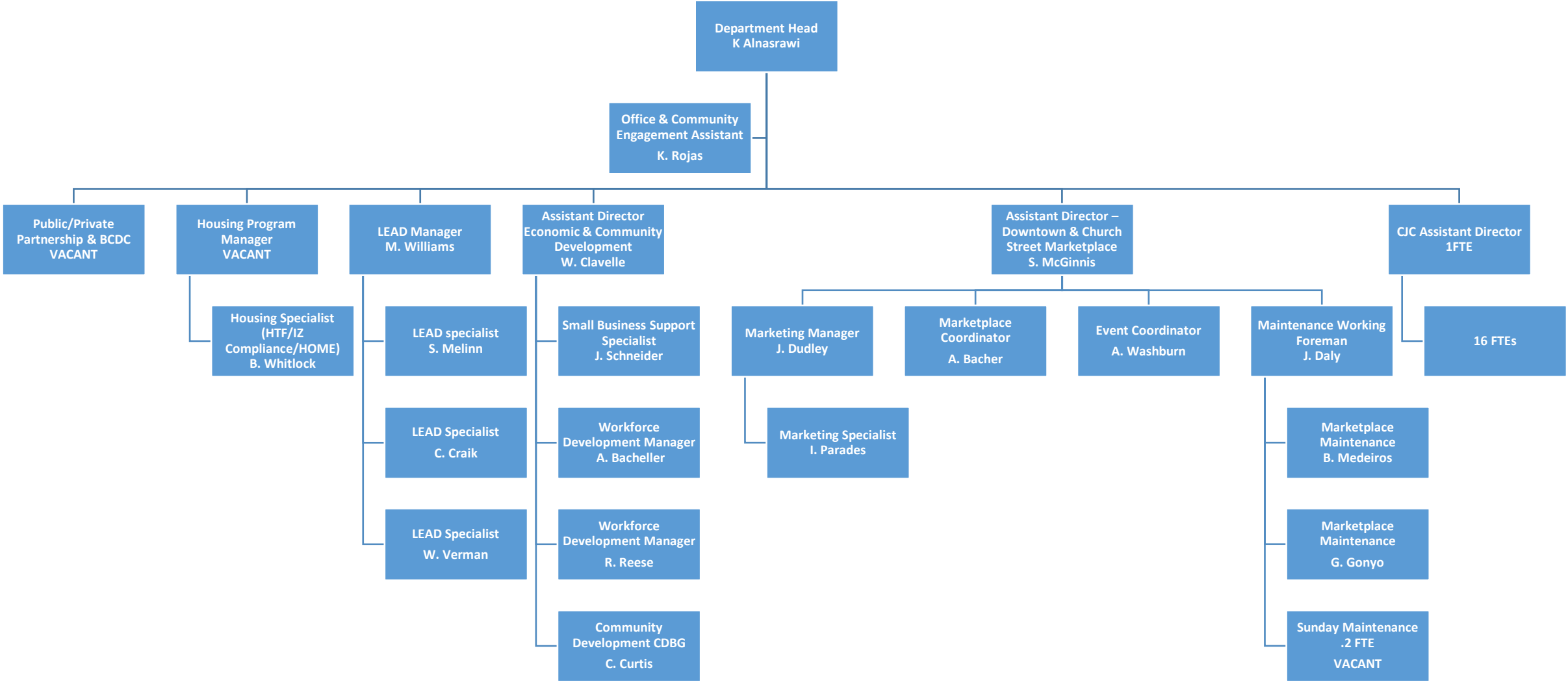
6/23/2025

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	6/20/2025	Kara Alnasrawi
Mayor's Office	Yes	6/20/2025	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	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	6/20/2025	Jessica Brown
CAO for budget, financing, and memo	Yes	6/20/2025	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.

DRAFT



Resolution Relating to

RELEASE OF CERTAIN GLEBE AND PERPETUAL
LEASE-LAND INTERESTS AND REVISION OF THE CITY
OF BURLINGTON PERPETUAL LEASE LAND
INTERESTS LIST

RESOLUTION_____

Sponsor(s): Councilor Traverse
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, on December 7, 2020, the City Council adopted a City of Burlington Retained Perpetual
Lease Interests List (hereafter Retained Interests List) pursuant to Act 152 (codified in 24 V.S.A. 2409); and
WHEREAS, the City Council requested that if City staff identified properties on the Retained Interests
List as appropriate for release in the future—for example, because outstanding issues are resolved,—those
properties should be brought forward to the Council and the Retained Interests List should be updated; and
WHEREAS, City staff have identified a number of properties that are appropriate for release since the
last release in March, 2025;
NOW, THEREFORE, BE IT RESOLVED that the City Council hereby releases the glebe/perpetual
leased land interests it may have in the following City of Burlington properties pursuant to 24 V.S.A. §2401
and requests that the City of Burlington Retained Perpetual Lease Interests List be revised accordingly:

- 95 Derway Drive (Tax ID 021-2-061-000)
- 32 Grey Meadow Drive (Tax ID 027-3-104-032)
- 94 Plattsburgh Avenue (Tax ID 024-1-012-000)
- 57 Turf Road (Tax ID 024-1-019-000)

R: Glebe or Lease Lands/City Council Action-Resolutions/Resolution re Release of Certain Glebe Lands 6/23/25
6/20/25

CITY OF BURLINGTON RETAINED F PERPETUAL LEASE LAND INTERESTS

LIST Last Revised 6/23/25

PropertyRSN	PIN	TaxID	Property Type	Assessor Use	Address	Address Numeric	Street	Street Type	Owner List
	313278722004	044-4-033-000	Land and Building	C	130	130	Bank	ST	BTC Mall Associates, LLC
536	301961736648	024-1-002-000	Land and Building	R1	36	36	Barley	RD	Matthew J. Bombard Emily K Bombard
768	302140736242	024-2-009-000	Land and Building	R1	77	77	Barley	RD	Ugljesa Vujanovic Draganja Vujanovic
7156	312422721841	049-1-143-001	Land and Building	C	60	60	Battery	ST	Diamond Rock Burlington Owner LLC
809	303377735322	024-2-052-000	Land and Building	R1	41	41	Birch	CT	Huy Vo
806	303452735586	024-2-049-000	Land and Building	R1	64	64	Birch	CT	Phet Sayamouangkhuha Bouavanh Sayamouangkhuha
1067	303515735610	024-4-001-000	Land and Building	R1	70	70	Birch	CT	Janice L Lovejoy
12228	303595735701	024-4-003-000	Land	RL	82	82	Birch	CT	Champlain Housing Trust Inc.
1073	303811735694	024-4-009-000	Land and Building	R1	99	99	Birch	CT	Joseph R. Guay Wendy M. Guay
1186	303921735755	024-4-133-000	Land and Building	R1	111	111	Birch	CT	Michael F. McGarghan Kelly J McGarghan
1174	304108736082	024-4-120-000	Land and Building	R1	128	128	Birch	CT	Robert J Larue Marjorie W Larue
1175	304175736141	024-4-121-000	Land and Building	R1	132	132	Birch	CT	Ganja S. Pradhan Leela K. Pradhan
1178	304397736312	024-4-124-000	Land and Building	R1	144	144	Birch	CT	Nadia A. Mitchell Alexander V Mitchell
8554	314400717640	053-3-195-000	Land and Building	R1	20	20	Caroline	ST	Carolyn Lamoreaux Bates Revocable Trust
8500	314463717393	053-3-140-000	Land and Building	R2	65	65	Catherine	ST	Ruby L. Thibault Jed H Thibault Aurelien G. Thibault
8498	314560717370	053-3-138-000	Land and Building	R1	75-77	75	Catherine	ST	Bruce W. Bierbaum Kari Lynn Bierbaum
8497	314614717427	053-3-137-000	Land and Building	R3	83	83	Catherine	ST	Hugo Martinez-Cazon Keith S Levenson
818	303247735059	024-2-063-000	Land and Building	R1	14	14	Cayuga	CT	Cynthia B. Button Jon B. Button
826	303382734959	024-2-071-000	Land and Building	R1	17	17	Cayuga	CT	Scott S. Smith Stacey R. Smith
821	303375735162	024-2-066-000	Land and Building	R1	30	30	Cayuga	CT	Mary Logan Lockwood
823	303452735227	024-2-068-000	Land and Building	R1	40	40	Cayuga	CT	Mark P. Moye and Joyce Ann Howard Trust
1083	303587735324	024-4-019-000	Land and Building	R1	56	56	Cayuga	CT	Theresa M. Lacroix
1109	303757735252	024-4-050-000	Land and Building	R1	65	65	Cayuga	CT	Kevin Healy Arlene Healy
1107	303858735329	024-4-048-000	Land and Building	R1	75	75	Cayuga	CT	Burns Wilson Dartt III Francoise Magdalena Dartt
1105	303936735400	024-4-046-000	Land and Building	R1	81	81	Cayuga	CT	Jeffrey S Clements Lynne C. Clements
1103	304024735477	024-4-044-000	Land and Building	R1	101	101	Cayuga	CT	James F. Burt Vera Burt
1092	304083735699	024-4-028-000	Land and Building	R1	120	120	Cayuga	CT	Charles Eric Nichols Anne Williams
1098	304336735722	024-4-038-000	Land and Building	R1	129	129	Cayuga	CT	Jeffrey Desautels Tina Desautels
5329	313344722058	044-4-033-000	Land and Building	CL	75	75	Cherry	ST	BTC Mall Associates, LLC
762	302209736468	024-2-003-000	Land and Building	R1	9	9	Clover	LN	Thanh Dang Son Tran
543	302189736725	024-1-009-000	Land and Building	R1	37	37	Clover	LN	Christine M. Thompson
542	302183736792	024-1-008-000	Land and Building	R1	45	45	Clover	LN	Timothy D. Thayer Debra Anne Thayer
4424	311724721578	043-4-001-000	Land	E	2-Jan	2	College	ST	City of Burlington - Parks Dept.
2361	302490731951	028-2-220-000	Composite	EL	8	8	College	ST	City Of Burlington - Department of Public Works
6994	311877721538	049-1-085-000	Land	EL	10	10	College	ST	City of Burlington
838	302344735027	024-2-088-000	Land and Building	R1	50	50	Cottage	GRV	Griffin Wert Joanna Wert
1934	301926734747	028-1-004-000	Land and Building	R2	98	98	Cottage	GRV	Elmira Aliyev
1675	301706734578	027-3-058-000	Land and Building	R1	128	128	Cottage	GRV	Susan Flanders Hoxie
1674	301656734537	027-3-057-000	Land and Building	R1	134	134	Cottage	GRV	Raymond F Benoit Jr
1668	301388734295	027-3-051-000	Land and Building	R1	170	170	Cottage	GRV	James Douglas Daigle
2050	303032734650	028-1-126-000	Land and Building	R1	22	22	Cross	PKWY	Roberta P. Proulx Kelli P. LaPlant Jennifer P. Tremblay Joanne P. Ihlefeld
2048	302922734562	028-1-124-000	Land and Building	R1	38	38	Cross	PKWY	Patrica A. Heavner Christine A. Heavner Vicki L Cody
2039	302426734175	028-1-115-000	Land and Building	R1	102	102	Cross	PKWY	S. Brown Richardson Jane D. Richardson
2038	302400734124	028-1-114-000	Land and Building	R1	108	108	Cross	PKWY	Elizabeth H. Burns Alan Gladstone
2037	302315734089	028-1-113-000	Land and Building	R1	116	116	Cross	PKWY	Jasmin Pobric Gordana Pobric
2035	302197734005	028-1-111-000	Land and Building	R1	130	130	Cross	PKWY	Paul Held Susan Held
1457	300018734177	027-1-010-000	Land and Building	R1	34	34	Curtis	AVE	Tara Sullivan Brian J. Sullivan
1468	299891734057	027-1-021-000	Land and Building	R1	35	35	Curtis	AVE	George W. Buker Laurie A Buker
1467	299928734018	027-1-020-000	Land and Building	R1	43	43	Curtis	AVE	Paul E Sumner Jr Laura L. Sumner
1799	300335733791	027-3-164-000	Land and Building	R1	86	86	Curtis	AVE	Fred C Forehand Cynthia J Forehand
1800	300214733553	027-3-172-000	Land and Building	R1	121	121	Curtis	AVE	Debra Holonitch
1485	300308733403	027-3-170-000	Land and Building	R1	124	124	Curtis	AVE	Hans H. Heikel Kathryn W. Heikel
1486	300245733355	027-3-171-000	Land and Building	R1	130	130	Curtis	AVE	Travis M. Clairmont Gregory P. Clairmont
1487	300144733512	027-1-038-000	Land and Building	R1	135	135	Curtis	AVE	Jacqueline A. Dame Firley David S. Firley, Jr.
1480	300013733408	027-1-040-000	Land and Building	R1	156	156	Curtis	AVE	Joshua Perrin
1479	299950733765	027-1-034-000	Land and Building	R1	187	187	Curtis	AVE	Kendrick J. Forguites
1497	299865733875	027-1-032-000	Land and Building	R2	201	201	Curtis	AVE	BPAWG, LLC
1498	299708733787	027-1-047-000	Land and Building	R1	206	206	Curtis	AVE	John P Gipson Carolyn R Gipson
147	299532734008	027-1-051-000	Land and Building	R2	232-234	232	Curtis	AVE	Francois Nsibienakou Nyame Nti A. Nsibienakou-Fawoho
12335	299647739370	021-2-046-000	Land and Building	R1	4	4	Derway	DR	Elizabeth V. O'Kane Kelly J Boudreau
1095	299541739169	021-2-080-000	Land and Building	R2	21-23	21	Derway	DR	Casey J. D. Lyon Maho Takahashi
35	304264735867	024-4-034-000	Land and Building	R1	14	14	Dorset	LN	Mary E. Barr

13	298394739590	020-4-002-000	Land and Building	R1	93	93	Elbow	ST	2751 North Miami Avenue LLC
372	298411739635	020-4-003-000	Land and Building	R1	95	95	Elbow	ST	2751 North Miami Avenue LLC
376	298305739917	020-3-004-000	Land	RL	107	107	Elbow	ST	Anthony Pellegrino Eva M. Pellegrino
4975	300926737766	023-3-068-000	Land and Building	R1	32	32	Forest	ST	Elizabeth S. Wood
1968	301176737941	023-3-072-000	Land and Building	R1	66	66	Forest	ST	Raul Perez Kathleen Perez
1999	313148722869	044-2-117-000	Land and Building	R1	23	23	George	ST	Rachel Green
1989	302740734591	028-1-041-000	Land and Building	R1	45	45	Green Acres	DR	Rebecca Marie Roy Mark Edward Montalban
1980	302613734726	028-1-073-000	Land and Building	R1	46	46	Green Acres	DR	Lauren Weiner
1982	302067734294	028-1-063-000	Land and Building	R1	116	116	Green Acres	DR	Francis Bourgeois
1659	302075734077	028-1-053-000	Land and Building	R1	129	129	Green Acres	DR	Allison Curran
1707	301791734404	027-3-042-000	Land and Building	R1	176	176	Green Acres	DR	Antonia W Simpson Robert V Simpson
1711	301467735094	027-3-104-005	Land and Building	R1	5	5	Grey Meadow	DR	Jeffrey P Gendron Kathleen B Gendron
1706	301314735234	027-3-104-002	Land and Building	R1	6	6	Grey Meadow	DR	Tyce C. Foltz Kara S. Foltz
1713	301405735041	027-3-104-006	Land and Building	R1	7	7	Grey Meadow	DR	Nelson R Vargas Susan E Beil
1739	301294734953	027-3-104-008	Land and Building	R1	15	15	Grey Meadow	DR	Scott T Fusare Dagmar Zentrichova
1737	301235734904	027-3-104-009	Land and Building	R1	21	21	Grey Meadow	DR	James J. Chagnon Lita M Chagnon
1735	301064735046	027-3-104-034	Land and Building	R1	24	24	Grey Meadow	DR	Arthur J. Dusablon Barbara Dusablon
1731	300815734862	027-3-104-030	Land and Building	R1	38	38	Grey Meadow	DR	Bernard V. Bora Denise C Bora
1724	300572734602	027-3-104-026	Land and Building	R1	56	56	Grey Meadow	DR	Sanford W. Phillips Stephanie L. Phillips
1722	300742734398	027-3-104-023	Land and Building	R1	62	62	Grey Meadow	DR	Victor Menard Tami Menard
67	301064734018	027-3-104-017	Land and Building	R1	74	74	Grey Meadow	DR	Catherine C. Wheeler Trust
73	299876738164	023-1-014-000	Land and Building	R1	21	21	Hardy	AVE	Lawrence A. Tulkop Lisa M. Tulkop
74	299829738223	021-2-001-000	Land and Building	R1	29	29	Hardy	AVE	Patra S Vail
75	299647738606	021-2-007-000	Land and Building	R1	71	71	Hardy	AVE	Richard E. Dion Faith B. Dion
77	299622738667	021-2-008-000	Land and Building	R1	77	77	Hardy	AVE	Philip Hincley Rosalie A. Covey
79	299594738740	021-2-009-000	Land and Building	R1	85	85	Hardy	AVE	Katherine Schumpf Douglas J Schumpf
8426	299530738887	021-2-011-000	Land and Building	R1	101	101	Hardy	AVE	Robert K Young Janice Young
8425	299630739037	021-2-013-000	Land and Building	R1	112	112	Hardy	AVE	Lawrence L. Blanchard Judie A. Kreamer
8383	314404717736	053-3-067-000	Land and Building	R3	117-119	117	Howard	ST	117-119 Howard Street LLC
3617	314463717730	053-3-066-000	Land and Building	R1	121	121	Howard	ST	Jeffrey G. Schneider Michelle C. Keegan
9016	307471727364	037-3-005-000	Land and Building	E	60	60	Institute	RD	City of Burlington - Parks Dept.
4948	308628728125	034-2-001-000	Land and Building	E	75	75	Institute	RD	City of Burlington School Dept.
12168	315714716402	054-2-087-000	Land and Building	R1	9	9	Iranistan	RD	Karl W. Doerner Judith M. Doerner
4859	312926723089	044-2-090-000	Land and Building	RA	7-Jan	1	Johnson	ST	Beverly O'Free Rooney Richard A. Rooney
7196	312027721599	049-1-086-000	Land and Building	C	60	60	Lake	ST	Lake And College LLC
9011	311913721837	044-2-003-000	Land and Building	C	86	86	Lake	ST	Lake Street Associates Inc
9013	312327719230	049-2-039-000	Land and Building	E	101	101	Lavalley	LN	State of Vermont Building & General Services Dept. Vermont State Agency of Transportation Rail Unit
9014	315258716371	054-2-082-000	Land and Building	R1	16	16	Ledge	RD	L. Josette Noll
8579	315639716371	054-2-085-000	Land and Building	R1	56-58	56	Ledge	RD	Catherine A. C. MacLachlan Trust
8575	314728717088	053-3-221-000	Land and Building	R1	38	38	Ledgemere	ST	Ila A. Abramson Joseph A. Bluestein
8576	314724717147	053-3-220-000	Land and Building	R1	44	44	Ledgemere	ST	Margaret E Joyal
8577	314578717211	053-3-216-000	Land and Building	R1	49	49	Ledgemere	ST	Austin D. Sumner Jennifer C. Sumner
832	314576717268	053-3-217-000	Land and Building	R1	55	55	Ledgemere	ST	Kevin S Cundiff Charles D. Kopplin
842	314723717268	053-3-218-000	Land and Building	R1	56	56	Ledgemere	ST	Gretchen E. Hogan Brendan P. Hogan
833	302688735119	024-2-078-000	Land and Building	R1	17	17	Loaldo	DR	Eric Gulfield
841	302581735213	024-2-096-000	Land and Building	R1	18	18	Loaldo	DR	Richard H. Yee, Jr. Mary B. Harkin
1963	302484735139	024-2-094-000	Land and Building	R1	32	32	Loaldo	DR	Gabriel Courage Holly Courage
1962	302377735178	024-2-092-000	Land and Building	R1	36	36	Loaldo	DR	Kenneth A Hebert Christine A. Hebert
1960	302527734886	028-1-036-000	Land and Building	R1	51	51	Loaldo	DR	Leo P. Campbell M. Eileen Campbell
1959	302521734809	028-1-035-000	Land and Building	R1	57	57	Loaldo	DR	Martha J Ledoux Robert E. Ledoux
1958	302425734726	028-1-033-000	Land and Building	R2	69	69	Loaldo	DR	Patricia Anne Hollinger
1943	302376734687	028-1-032-000	Land and Building	R1	75	75	Loaldo	DR	Harvey Family Revocable Trust
1954	302333734649	028-1-031-000	Land and Building	R1	81	81	Loaldo	DR	William A. Carlson
1953	302203734748	028-1-014-000	Land and Building	R1	84	84	Loaldo	DR	Alan LeBlanc
1950	302142734498	028-1-027-000	Land and Building	R1	105	105	Loaldo	DR	Sherri L McCoy
7198	302097734461	028-1-026-000	Land and Building	R1	111	111	Loaldo	DR	Kathryn A. Newton
8583	312070720020	049-2-041-000	Land and Building	E	1	1	Maple	ST	City of Burlington - Parks Dept.
693	313297720085	049-2-001-000	Land and Building	RA	113	113	Maple	ST	Maple Street Properties, LLC
967	314811716959	053-3-224-000	Land and Building	R1	16	16	Marian	ST	Jane Merola McKenzie
964	303439736520	024-1-116-000	Land and Building	R1	4	4	Meridian	ST	Darby Shaw Joseph Shaw
4920	303607736669	024-3-026-000	Land and Building	R1	28	28	Meridian	ST	Mustafa Jusupovic Amira Jusupovic
4928	303790736812	024-3-023-000	Land and Building	R1	50	50	Meridian	ST	O'Dell Walker
3619	312865723126	044-2-062-000	Land and Building	RA	58-64	58	Monroe	ST	Marijos Properties
2004	312876722913	044-2-070-000	Land and Building	R4	61-63	61	Monroe	ST	Carl F. Albarelli
827	308917726980	038-1-002-000	Cemetery	E	455	455	North	AVE	Burlington City Cemetery Dept. Lake View Cemetery

814	303250734902	028-1-078-000	Land and Building	R1	1464	1464	North	AVE	Migmar Dolma
830	303068734920	024-2-072-000	Land and Building	R2	1477	1477	North	AVE	John Whitehouse Revocable Trust
899	303097735140	024-2-058-000	Land and Building	RA	1490	1490	North	AVE	Sharon L. Fosbrook
831	302757734982	024-2-075-000	Land and Building	RA	1501	1501	North	AVE	Salamin Handy Mountaha Handy
848	302760735193	024-2-077-000	Land and Building	R1	1519	1519	North	AVE	Elizabeth Jane Fitzpatrick
792	302609735366	024-2-100-000	Land and Building	C	1541	1541	North	AVE	Thunderbolt Garage LLC
791	302538735400	024-2-102-000	Land	RL	1547	1547	North	AVE	Jolley Associates
789	303094735926	024-2-033-000	Rental Land	E	1554	1554	North	AVE	BHA Franklin Square
870	302612735734	024-2-030-000	Rental Land	E	1562	1562	North	AVE	Burlington Housing Authority
786	302372735591	024-2-127-000	Land and Building	C	1563	1563	North	AVE	Sisters & Brothers Investment Group, LLP
885	302280735657	024-2-128-000	Land and Building	R2	1571	1571	North	AVE	Lisa McLamb
783	302362735872	024-2-027-000	Land and Building	R1	1586	1586	North	AVE	Pauline R. Grogan Wanda L. Grogan Kevin L. Grogan
12273	302163735806	024-2-143-000	Land and Building	R1	1595	1595	North	AVE	John R Fisher Kathleen C. Fisher
779	302235735997	024-2-024-000	Land and Building	R1	1604	1604	North	AVE	Ginger J. Santor
778	302193736040	024-2-023-000	Land	RL	1610	1610	North	AVE	Champlain Housing Trust Inc.
511	302070736171	024-2-020-000	Land and Building	R1	1628	1628	North	AVE	Mary Lariviere
775	302029736215	024-2-019-000	Land and Building	R1	1634	1634	North	AVE	Simone M. Felty
529	301474736078	023-4-038-000	Land and Building	E	1645	1645	North	AVE	City of Burlington School Dept.
528	301904736343	024-2-016-000	Land and Building	R1	1652	1652	North	AVE	Hien Nguyen Phuong Chung
369	301761736459	023-4-056-000	Land and Building	R1	1670	1670	North	AVE	Francis J Fagga Jr Anne G Fagga
354	301722736500	023-4-055-000	Land and Building	R1	1676	1676	North	AVE	Terrence G. Moore Carol J. Moore
368	300740737598	023-3-065-000	Land and Building	R1	1922	1922	North	AVE	Elizabeth S. Lewis
353	300361737619	023-3-049-000	Land and Building	RA	1925	1925	North	AVE	New Northgate Housing, LLC
366	300696737649	023-3-064-000	Land and Building	R1	1928	1928	North	AVE	Kenneth Gokey
362	300549737529	023-3-048-000	Land and Building	R1	1929	1929	North	AVE	Leah A. Oklan Ezra Oklan
360	300604737753	023-3-062-000	Land and Building	R1	1942	1942	North	AVE	Denny Lee Johnson Christine H. Johnson
359	300537737842	023-3-057-000	Land and Building	R1	1954	1954	North	AVE	Brent Huff Nicole Huff
123	300432738027	023-3-054-000	Land and Building	R1	1976	1976	North	AVE	Jeannine Kneeland
99	300168738517	021-2-058-000	Land and Building	R1	2040	2040	North	AVE	Amylynn Streeter David H. Streeter
121	300154738592	021-2-057-000	Land and Building	R1	2044	2044	North	AVE	Rama Lakshmi Courcy Charles P. Courcy
101	299972738571	021-2-033-000	Land and Building	R1	2047	2047	North	AVE	Thomas M Leclair Jody A Leclair
118	300132738657	021-2-056-000	Land and Building	R1	2048	2048	North	AVE	Robert Lapointe
103	299905738701	021-2-035-000	Land and Building	R1	2061	2061	North	AVE	Gary D. Dion Linda D. Dion
114	300064738860	021-2-053-000	Land and Building	R1	2070	2070	North	AVE	Alfred Cyr III Cherie K Cyr
64	299852738831	021-2-037-000	Land and Building	R1	2075	2075	North	AVE	Tory-Ann Torres Luis Torres
11	298595739779	021-2-065-000	Land and Building	R1	3130	3130	North	AVE	P Maria Spadanuda
41	298501739747	021-2-066-000	Land	RL	3135	3135	North	AVE	2751 North Miami Avenue LLC
25	298438739892	020-3-001-000	Land and Building	R1	3139	3139	North	AVE	Sandra A Labombard Todd M Labombard
22	298528739922	021-1-002-000	Land and Building	ML	3140	3140	North	AVE	Todd M Labombard Tina M. Tofani Irena H Labombard
4702	298469740063	020-3-019-000	Land and Building	R1	3152	3152	North	AVE	Tor D. Bortz Lorena K. Bortz
4701	298378740302	020-3-015-000	Land and Building	R1	3174	3174	North	AVE	Treehouse Garage LLC
4700	312299724080	044-1-255-000	Land and Building	R2	87	87	North	ST	PHE, INC
4699	312335724076	044-1-254-000	Land and Building	E	89	89	North	ST	Burlington Emergency Shelter Inc
32	312380724053	044-1-253-000	Land and Building	CR	93-97	93	North	ST	Melissa B. Lafayette
4776	298293740997	020-3-029-000	Land	EL	0	0	North Avenue	EXT	City of Burlington - Parks Dept.
4782	312713722677	044-2-019-000	Rental Land and Building	E	20-Oct	10	North Champlain	ST	Burlington Housing Authority
59	312439723683	044-1-310-000	Land and Building	CR	99	99	North Champlain	ST	Erkson Real Estate LLC
60	312478723958	044-1-316-000	Land and Building	R1	125	125	North Champlain	ST	Martha J. Caswell Seth Wolcott-MacCausland
61	298854740073	021-1-027-000	Land and Building	R1	40	40	North Cove	RD	Robert Bristow-Johnson Phyllis Bristow-Johnson
12123	298848740167	021-1-030-000	Land and Building	R2	50	50	North Cove	RD	Chad E Dewyea
53	298852740449	021-1-031-000	Land	RL	52	52	North Cove	RD	Timothy A. Muir Frances D. Muir
50	298633740466	021-1-019-000	Land and Building	ML	94	94	North Cove	RD	Edward R. Peters Jr. Theresa Leona Peters Kathy Peters
461	298509740501	000-0-000-000	Land	X	99	99	North Cove	RD	Guy L. Southwell
2085	300949737976	023-3-160-001	Land and Building	R1	67	67	North View	DR	David C Francis Donna Powell
1656	301769733600	027-3-001-000	Land and Building	R1	49	49	Oakland	TER	Dagnija Neimane
4900	301950733803	028-1-165-000	Land and Building	R1	50	50	Oakland	TER	George H Cootey Gail M Cootey
4753	301788733928	027-3-039-000	Land and Building	R1	74	74	Oakland	TER	Joanne Kalisz
4747	312264723375	044-2-043-000	Land and Building	R1	66	66	Park	ST	Malcolm M. Sanders
4745	312288723481	044-1-307-000	Land and Building	R2	76	76	Park	ST	James Design Build (John J. Burns)
4744	312278723743	044-1-301-000	Land and Building	RA	102	102	Park	ST	102 Park Street LLC
12282	312268723841	044-1-299-000	Land and Building	R1	112	112	Park	ST	Stephen Smith Carmen Smith
12283	312265723882	044-1-298-000	Land and Building	R2	116	116	Park	ST	Adam H. Holmes
4878	312267723949	044-1-296-000	Land	RL	124	124	Park	ST	Champlain Housing Trust Inc.
4879	312262723992	044-1-295-000	Land	RL	128	128	Park	ST	Champlain Housing Trust Inc.
4881	312963722733	044-2-021-000	Land and Building	CR	68	68	Pearl	ST	68 Pearl Street LLC

4942	313046722741	044-2-022-000	Land	EL	70	70	Pearl	ST	City Of Burlington - Department of Public Works
12732	313106722710	044-2-023-000	Rental Land and Building	CR	80-90	80	Pearl	ST	Josephine Bernardini Bove Richard J. Bove Jr.
7166	312857723305	044-2-084-000	Land and Building	R2	21	21	Peru	ST	BPJS Management LLC
7168	313163721587	049-1-125-000	Condo Land and Building	CC	84	84	Pine	ST	84 Pine Street Association
7169	313229719975	049-2-007-000	Land and Building	R2	220	220	Pine	ST	Nicholas S. Papaseraphim Deanna Papaseraphim
7171	313222719880	049-2-009-000	Land and Building	R3	230	230	Pine	ST	Chris Khamnei
892	313233719823	049-2-010-000	Land and Building	R1	234	234	Pine	ST	Diana L. Doll
893	313253719593	049-2-013-000	Land and Building	C	266	266	Pine	ST	Pine Properties LLC
546	302324736305	024-2-150-000	Land and Building	R1	68	68	Plattsburg	AVE	Mariah Ogden
547	302314736369	024-2-151-000	Land and Building	R1	76	76	Plattsburg	AVE	Abi N. Chamlagi Mon M. Chamlagi
1788	302293736626	024-1-013-000	Land and Building	R1	100	100	Plattsburg	AVE	Michael E. Cornell Mary E. Cornell
1744	302288736683	024-1-014-000	Land and Building	R1	104	104	Plattsburg	AVE	Kristina Wood Tyler Rouille
1787	300280734501	027-3-159-000	Land and Building	R1	21	21	Pleasant	AVE	Merima Elkaz
1784	300386734578	027-3-109-000	Land and Building	R1	22	22	Pleasant	AVE	Maureen K. Linsenmeir
1781	300336734438	027-3-158-000	Land and Building	R1	29	29	Pleasant	AVE	Margaret B Bombard Stephen Hadeka
1751	300502734240	027-3-154-000	Land and Building	R1	55	55	Pleasant	AVE	Boris Katsnelson Marina Katsnelson
1778	300762734134	027-3-117-000	Land and Building	R1	80	80	Pleasant	AVE	David P Devold Jacqueline C. Devold
1761	300699733692	027-3-124-000	Land and Building	R1	134	134	Pleasant	AVE	Cynthia A Warwick Jason F. Seiler
1766	300523733869	027-3-127-000	Land and Building	R1	156	156	Pleasant	AVE	Thomas O. Ross Mary M. Ross
1771	300389734256	027-3-140-000	Land and Building	R1	195	195	Pleasant	AVE	Meghan Fay-McCaffrey Liam P. McCaffrey
288	300267734171	027-3-133-000	Land and Building	R1	198	198	Pleasant	AVE	Deborah L. Clemons
7227	300334734323	027-3-139-000	Land and Building	R1	203	203	Pleasant	AVE	Richard W. Hanzel Trust (Richard W. Hanzel)
7563	300444738520	021-4-001-000	Land and Building	R1	40	40	River View	DR	Karen J. Anderson
7562	313396721479	049-3-017-000	Land and Building	C	95	95	Saint Paul	ST	Investors Corporation of Vermont
8403	313439719772	049-4-045-000	Land	RL	237-241	237	Saint Paul	ST	Stephen W. Conant Margaret C. Conant
8401	313497719645	049-4-044-000	Land and Building	C	249	249	Saint Paul	ST	Carrie Ann Rockwood Todd M. Rockwood
8400	314532717779	053-3-044-000	Land and Building	CR	463-465	463	Saint Paul	ST	Alan R. Longe Pamela B. Longe
8386	314572717680	053-3-042-000	Land and Building	RA	469	469	Saint Paul	ST	Gisele J. Fontaine Family Trust (Gisele J. Fontaine)
8397	314606717643	053-3-041-000	Land and Building	R3	475-477	475	Saint Paul	ST	Yee Properties LLC
8391	314805717706	053-3-027-000	Land and Building	R4	484-486	484	Saint Paul	ST	Four Eighty Four St Paul St, LLC
8395	314700717391	053-3-038-000	Land and Building	R3	507	507	Saint Paul	ST	Amanda H. Goossen Daniel Goossen
8755	314973717440	053-3-032-000	Land and Building	R1	516	516	Saint Paul	ST	Mathew Viens Johnnie McLaughlin
8392	314811717342	053-3-036-000	Land and Building	R1	517	517	Saint Paul	ST	Bryan A. Mihok
8754	314880717150	053-3-033-000	Land and Building	R1	539	539	Saint Paul	ST	David M. Buffington Meredith A. Coeyman
8841	315081717216	054-1-004-000	Land and Building	R3	540	540	Saint Paul	ST	LBC 515 & 540, LLC
8843	314915717029	054-1-001-000	Land and Building	RA	567	567	Saint Paul	ST	Sisters & Brothers Investment Group, LLP
8844	315211717046	054-1-077-000	Land and Building	R1	4	4	Shelburne	ST	Terrance A. McGrath Timothy L. McGrath
4892	315224716923	054-1-080-000	Land and Building	R1	14	14	Shelburne	ST	Kevin F. Quirino James J. Elias
675	315177716626	054-2-014-000	Land and Building	C	44	44	Shelburne	ST	Mary S. Burns Trust
10100	303097737144	024-1-098-000	Land and Building	R1	12	12	Sky	DR	Earl J. Babcock, Jr.
8768	303251737123	024-1-100-000	Land and Building	R1	24	24	Sky	DR	Sylvia J. Bernardina
8763	318700717168	058-3-001-000	Land and Building	C	568	568	South Prospect	ST	Burlington Country Club Corp.
8762	314984717720	054-1-015-000	Land and Building	R1	467	467	South Union	ST	Rachel L. Morton Trust
8835	315058717420	054-1-010-000	Land and Building	R1	493	493	South Union	ST	Peter Keating Kathleen Keating
8760	315072717368	054-1-009-000	Land and Building	R1	499	499	South Union	ST	George L. Shelley IV Rachel W. Shelley
8836	315281717323	054-1-071-000	Land and Building	R3	508-510	508	South Union	ST	Marc L. Jacobs
8837	315226717276	054-1-072-000	Land and Building	R2	512	512	South Union	ST	Mary B. Hennessy
8758	315094717225	054-1-006-000	Land and Building	R1	515	515	South Union	ST	515 South Union Street-540 Saint Paul Street, LLC
7935	315220717219	054-1-073-000	Land and Building	R2	516-518	516	South Union	ST	William T. McGrath Jr. McGrath Income Only Trust
8865	315108717174	054-1-005-000	Land and Building	RA	525-527	525	South Union	ST	Alain W. Brunet
8862	315665718448	054-1-102-000	Land and Building	R1	405	405	South Willard	ST	Northeastern Family Institute Of Vermont Inc.
8869	315581718256	054-1-100-000	Land and Building	R1	425	425	South Willard	ST	Mark A. Stoler Diane A. Gabriel
8871	315540718188	054-1-099-000	Land and Building	R1	429	429	South Willard	ST	William Mares Christine Hadsel
8850	315795718100	054-1-106-000	Land and Building	R1	436	436	South Willard	ST	Jane A. Smith 2011 Revocable Trust
8848	315726717952	054-1-108-000	Land and Building	R1	452	452	South Willard	ST	Guido Mase Anne Kathleen Dougherty
8946	315291717084	054-1-084-000	Land and Building	R2	543	543	South Willard	ST	Michael L. Richards
1507	315300716530	054-2-015-000	Land and Building	E	600	600	South Willard	ST	Greek Orthodox Church
1535	297948733336	027-1-061-035	Land and Building	S1	2	2	Starr Farm	BC	Daniel M. Boardman Trust
1534	298064733663	027-1-061-050	Land and Building	S1	5	5	Starr Farm	BC	Edward H. Starr Robin Robertson Starr
1503	298679733994	027-1-061-175	Land and Building	S1	9	9	Starr Farm	BC	Thomas W. Dowe Jr. Leslie E. Twitchell Elizabeth A. Dowe Kelly Dowe Engelman
1518	298928734405	027-1-056-000	Land and Building	S1	13	13	Starr Farm	BC	W. Philip Wagner Revocable Trust Barbara E. Wagner Revocable Trust
1520	298245734244	027-1-061-065	Land and Building	S1	15	15	Starr Farm	BC	Katherine P. Pond Patrick S. Robins
1523	298537734316	027-1-061-090	Land and Building	S1	19	19	Starr Farm	BC	Gerald L. Curley Laura C. Curley
1522	298786734414	027-1-061-100	Land and Building	S1	21	21	Starr Farm	BC	Paul R. Sisson
1526	298981734539	027-1-061-115	Land and Building	S1	23	23	Starr Farm	BC	Richard H. Wiemann

1536	298899734639	027-1-061-110	Land and Building	S1	24	24	Starr Farm	BC	Kenneth R. Lee Kathleen P. Lee
498	299041734748	027-1-061-130	Land and Building	S1	27	27	Starr Farm	BC	Carmela Monaco
501	299373735397	027-1-061-180	Land and Building	S1	34	34	Starr Farm	BC	Denis O'Brien Isela M O'Brien
502	301479735575	023-4-026-000	Land	CL	43	43	Starr Farm	RD	John J. Flynn Estate
506	300858735154	023-4-029-000	Land and Building	R1	151	151	Starr Farm	RD	Marina C. Collins
507	300777735004	023-4-032-000	Land and Building	R1	167	167	Starr Farm	RD	Allen L. Barr Jr. Mary E. Barr
508	300679735022	023-4-033-000	Land and Building	R1	173	173	Starr Farm	RD	Daniel Elliott Joanna Elliott
1705	300625734986	023-4-034-000	Land and Building	R1	179	179	Starr Farm	RD	Neal Bernard Hayes Jr Nikki Lee Hayes
1741	300562734939	023-4-035-000	Land and Building	R1	187	187	Starr Farm	RD	Caroline M. Rudd
595	300477734780	027-3-103-000	Land and Building	R1	201	201	Starr Farm	RD	Ted Jacobites
592	300430734716	027-3-105-000	Land and Building	R1	207	207	Starr Farm	RD	Maurice A. Paquette Karen M Paquette
589	302949736960	024-1-063-000	Land and Building	R1	87	87	Sunset	DR	Norma C. Brunelle
689	303070736795	024-1-061-000	Land and Building	R1	109	109	Sunset	DR	Thaddeus Zabiegalski Frances Zabiegalski
898	303109736727	024-1-060-000	Land and Building	R1	117	117	Sunset	DR	Andrew E. Potter Meagan G. Potter
850	303315736735	024-1-112-000	Land and Building	R1	126	126	Sunset	DR	Mary A. Perry Joan G. Perry Judith B. Bailey
851	303299736401	024-2-157-000	Land and Building	R1	151	151	Sunset	DR	Yolanda Flores
853	302428735423	024-2-104-000	Land and Building	R1	13	13	Tracy	DR	Neil Guilmette Michelle Guilmette
1681	302371735380	024-2-105-000	Land and Building	R1	19	19	Tracy	DR	Michelle Valiquette John J. Valiquette Jr.
1683	301514734657	027-3-069-000	Land and Building	R1	131	131	Tracy	DR	Hue Thi Nguyen Tuan Nguyen
1684	301438734640	027-3-071-000	Land and Building	R1	139	139	Tracy	DR	Liam N. Page
1688	301386734597	027-3-073-000	Land and Building	R1	145	145	Tracy	DR	Debra A. LeBlanc
553	301107734379	027-3-083-000	Land and Building	R1	181	181	Tracy	DR	Margaret Poulin Kirk Poulin Robin A. Smith Laura J. Blaise Rebecca L. Richardson
12655	302040736842	024-1-020-000	Land and Building	R1	37	37	Turf	RD	Jay P. Bessette Diem T. Ha
662	303063737772	024-1-078-000	Condo Land	RC	1	1	Valade	ST	Valade Park Condo Association
663	303195737405	024-1-084-000	Land and Building	R1	42	42	Venus	AVE	Harvey C. Allard Jr. Margaret M Allard
665	303276737383	024-1-085-000	Land and Building	R1	46	46	Venus	AVE	Ziyu Fang
953	303360737360	024-1-086-000	Land and Building	R1	54	54	Venus	AVE	Anthony M Mazza Elizabeth A Mazza
950	303507737147	024-3-012-000	Land and Building	R1	77	77	Venus	AVE	Angelina Fitzpatrick James J. Fitzpatrick
873	303733737206	024-3-016-000	Land and Building	R1	94	94	Venus	AVE	John F K Rouille Mary R Rouille
881	303700737029	024-3-009-000	Land and Building	R1	101	101	Venus	AVE	Muaz Omanovic Kija Omanovic
492	302132735650	024-2-131-000	Land and Building	R1	19	19	West	RD	Richard Sener Karen J. Sener
491	301910735636	024-2-139-000	Land and Building	R1	38	38	West	RD	Gina A. Scafa
1631	301501735308	023-4-018-000	Land and Building	R1	90	90	West	RD	Joshua Farley Andrea Farley
12221	301575735164	023-4-015-000	Land and Building	R1	95	95	West	RD	Heinrich Savelberg Christina T. Savelberg Casandra C. Savelberg
12222	301521733604	027-3-014-000	Land and Building	R1	66	66	Western	AVE	Kimberly Ann Hunt Alexander T. Messinger
463	300746737816	023-3-061-000	Land	RL	19	19	Woods	ST	Champlain Housing Trust Inc.
1626	300686738042	023-3-164-000	Land and Building	R1	40	40	Woods	ST	First United Methodist Church of Burlington VT
1625	301216733969	027-3-031-000	Land and Building	R1	10	10	York	DR	Roland A Dion Gail A Dion
1650	301364733886	027-3-009-000	Land and Building	R1	15	15	York	DR	Kim M. Palasits
	301438733948	027-3-008-000	Land and Building	R1	29	29	York	DR	Steven R. Benoit Jean M. Benoit
*Properties on	301447734149	027-3-033-000	Land and Building	R1	38	38	York	DR	Robert Hart Dorcas Hart

LEGEND:	
	Department of Permitting & Inspections--Trades Division
	Department of Permitting & Inspections--Housing Division
	Department of Permitting & Inspections--Zoning Division
	Burlington Public Works--Water Resources
	Burlington Electric Department
	Department of Public Works

CITY OF BURLINGTON RETAINED PI PERPETUAL LEASE LAND INTERESTS			LIST Last Revised 6/23/25						
PropertyRSN	PIN	TaxID	Property Type	Assessor Use	Address	Address Numeric	Street	Street Type	Owner List
	313278722004	044-4-033-000	Land and Building	C	130	130	Bank	ST	BTC Mall Associates, LLC
536	301961736648	024-1-002-000	Land and Building	R1	36	36	Barley	RD	Matthew J. Bombard Emily K Bombard
768	302140736242	024-2-009-000	Land and Building	R1	77	77	Barley	RD	Ugljesa Vujanovic Draginja Vujanovic
7156	312422721841	049-1-143-001	Land and Building	C	60	60	Battery	ST	Diamond Rock Burlington Owner LLC
809	303377735322	024-2-052-000	Land and Building	R1	41	41	Birch	CT	Huy Vo
806	303452735586	024-2-049-000	Land and Building	R1	64	64	Birch	CT	Phet Sayamouangkhoa Bouavanh Sayamouangkhoa
1067	303515735610	024-4-001-000	Land and Building	R1	70	70	Birch	CT	Janice L Lovejoy
12228	303595735701	024-4-003-000	Land	RL	82	82	Birch	CT	Champlain Housing Trust Inc.
1073	303811735694	024-4-009-000	Land and Building	R1	99	99	Birch	CT	Joseph R. Guay Wendy M. Guay
1186	303921735755	024-4-133-000	Land and Building	R1	111	111	Birch	CT	Michael F. Mcgarghan Kelly J Mcgarghan
1174	304108736082	024-4-120-000	Land and Building	R1	128	128	Birch	CT	Robert J Larue Marjorie W Larue
1175	304175736141	024-4-121-000	Land and Building	R1	132	132	Birch	CT	Ganja S. Pradhan Leela K. Pradhan
1178	304397736312	024-4-124-000	Land and Building	R1	144	144	Birch	CT	Nadia A. Mitchell Alexander V Mitchell
8554	314400717640	053-3-195-000	Land and Building	R1	20	20	Caroline	ST	Carolyn Lamoreaux Bates Revocable Trust
8500	314463717393	053-3-140-000	Land and Building	R2	65	65	Catherine	ST	Ruby L. Thibault Jed H Thibault Aurelien G. Thibault
8498	314560717370	053-3-138-000	Land and Building	R1	75-77	75	Catherine	ST	Bruce W. Bierbaum Kari Lynn Bierbaum
8497	314614717427	053-3-137-000	Land and Building	R3	83	83	Catherine	ST	Hugo Martinez-Cazon Keith S Levenson
818	303247735059	024-2-063-000	Land and Building	R1	14	14	Cayuga	CT	Cynthia B. Button Jon B. Button
826	303382734959	024-2-071-000	Land and Building	R1	17	17	Cayuga	CT	Scott S. Smith Stacey R. Smith
821	303375735162	024-2-066-000	Land and Building	R1	30	30	Cayuga	CT	Mary Logan Lockwood
823	303452735227	024-2-068-000	Land and Building	R1	40	40	Cayuga	CT	Mark P. Moyer and Joyce Ann Howard Trust
1083	303587735324	024-4-019-000	Land and Building	R1	56	56	Cayuga	CT	Theresa M. Lacroix
1109	303757735252	024-4-050-000	Land and Building	R1	65	65	Cayuga	CT	Kevin Healy Arlene Healy
1107	303858735329	024-4-048-000	Land and Building	R1	75	75	Cayuga	CT	Burns Wilson Dartt III Francoise Magdalena Dartt
1105	303936735400	024-4-046-000	Land and Building	R1	81	81	Cayuga	CT	Jeffrey S Clements Lynne C. Clements
1103	304024735477	024-4-044-000	Land and Building	R1	101	101	Cayuga	CT	James F. Burt Vera Burt
1092	304083735699	024-4-028-000	Land and Building	R1	120	120	Cayuga	CT	Charles Eric Nichols Anne Williams
1098	304336735722	024-4-038-000	Land and Building	R1	129	129	Cayuga	CT	Jeffrey Desautels Tina Desautels
5329	313344722058	044-4-033-000	Land and Building	CL	75	75	Cherry	ST	BTC Mall Associates, LLC
762	302209736468	024-2-003-000	Land and Building	R1	9	9	Clover	LN	Thanh Dang Son Tran
543	302189736725	024-1-009-000	Land and Building	R1	37	37	Clover	LN	Christine M. Thompson
542	302183736792	024-1-008-000	Land and Building	R1	45	45	Clover	LN	Timothy D. Thayer Debra Anne Thayer
4424	311724721578	043-4-001-000	Land	E	2-Jan	2	College	ST	City of Burlington - Parks Dept.
2361	302490731951	028-2-220-000	Composite	EL	8	8	College	ST	City Of Burlington - Department of Public Works
6994	311877721538	049-1-085-000	Land	EL	10	10	College	ST	City of Burlington
838	302344735027	024-2-088-000	Land and Building	R1	50	50	Cottage	GRV	Griffin Wert Joanna Wert
1934	301926734747	028-1-004-000	Land and Building	R2	98	98	Cottage	GRV	Elmira Aliyev
1675	301706734578	027-3-058-000	Land and Building	R1	128	128	Cottage	GRV	Susan Flanders Hoxie
1674	301656734537	027-3-057-000	Land and Building	R1	134	134	Cottage	GRV	Raymond F Benoit Jr
1668	301388734295	027-3-051-000	Land and Building	R1	170	170	Cottage	GRV	James Douglas Daigle
2050	303032734650	028-1-126-000	Land and Building	R1	22	22	Cross	PKWY	Robert P. Proulx Kelli P. LaPlant Jennifer P. Tremblay Joanne P. Ihlefeld
2048	302922734562	028-1-124-000	Land and Building	R1	38	38	Cross	PKWY	Patrica A. Heavner Christine A. Heavner Vicki L Cody
2039	302426734175	028-1-115-000	Land and Building	R1	102	102	Cross	PKWY	S. Brown Richardson Jane D. Richardson
2038	302400734124	028-1-114-000	Land and Building	R1	108	108	Cross	PKWY	Elizabeth H. Burns Alan Gladstone
2037	302315734089	028-1-113-000	Land and Building	R1	116	116	Cross	PKWY	Jasmin Pobric Gordana Pobric
2035	302197734005	028-1-111-000	Land and Building	R1	130	130	Cross	PKWY	Paul Held Susan Held
1457	300018734177	027-1-010-000	Land and Building	R1	34	34	Curtis	AVE	Tara Sullivan Brian J. Sullivan
1468	299891734057	027-1-021-000	Land and Building	R1	35	35	Curtis	AVE	George W. Buker Laurie A Buker
1467	299928734018	027-1-020-000	Land and Building	R1	43	43	Curtis	AVE	Paul E Sumner Jr Laura L. Sumner
1799	300335733791	027-3-164-000	Land and Building	R1	86	86	Curtis	AVE	Fred C Forehand Cynthia J Forehand
1800	300214733553	027-3-172-000	Land and Building	R1	121	121	Curtis	AVE	Debra Holonitch
1485	300308733403	027-3-170-000	Land and Building	R1	124	124	Curtis	AVE	Hans H. Heikel Kathryn W. Heikel
1486	300245733355	027-3-171-000	Land and Building	R1	130	130	Curtis	AVE	Travis M. Clairmont Gregory P. Clairmont
1487	300144733512	027-1-038-000	Land and Building	R1	135	135	Curtis	AVE	Jacqueline A. Dame Firley David S. Firley, Jr.
1480	300013733408	027-1-040-000	Land and Building	R1	156	156	Curtis	AVE	Joshua Perrin
1479	299950733765	027-1-034-000	Land and Building	R1	187	187	Curtis	AVE	Kendrick J. Forguites
1497	299865733875	027-1-032-000	Land and Building	R2	201	201	Curtis	AVE	BPAWG, LLC
1498	299708733787	027-1-047-000	Land and Building	R1	206	206	Curtis	AVE	John P Gipson Carolyn R Gipson
147	299532734008	027-1-051-000	Land and Building	R2	232-234	232	Curtis	AVE	Francois Nsibienakou Nyame Nti A. Nsibienakou-Fawoho
12335	299647739370	021-2-046-000	Land and Building	R1	4	4	Derway	DR	Elizabeth V. O'Kane Kelly J Boudreau

1095	299541739169	021-2-080-000	Land and Building	R2	21-23	21	Derway	DR	Casey J. D. Lyon Maho Takahashi
35	304264735867	024-4-034-000	Land and Building	R1	14	14	Dorset	LN	Mary E. Barr
13	298394739590	020-4-002-000	Land and Building	R1	93	93	Elbow	ST	2751 North Miami Avenue LLC
372	298411739635	020-4-003-000	Land and Building	R1	95	95	Elbow	ST	2751 North Miami Avenue LLC
376	298305739917	020-3-004-000	Land	RL	107	107	Elbow	ST	Anthony Pellegrino Eva M. Pellegrino
4975	300926737766	023-3-068-000	Land and Building	R1	32	32	Forest	ST	Elizabeth S. Wood
1968	301176737941	023-3-072-000	Land and Building	R1	66	66	Forest	ST	Raul Perez Kathleen Perez
1999	313148722869	044-2-117-000	Land and Building	R1	23	23	George	ST	Rachel Green
1989	302740734591	028-1-041-000	Land and Building	R1	45	45	Green Acres	DR	Rebecca Marie Roy Mark Edward Montalban
1980	302613734726	028-1-073-000	Land and Building	R1	46	46	Green Acres	DR	Lauren Weiner
1982	302067734294	028-1-063-000	Land and Building	R1	116	116	Green Acres	DR	Francis Bourgeois
1659	302075734077	028-1-053-000	Land and Building	R1	129	129	Green Acres	DR	Allison Curran
1707	301791734404	027-3-042-000	Land and Building	R1	176	176	Green Acres	DR	Antonia W Simpson Robert V Simpson
1711	301467735094	027-3-104-005	Land and Building	R1	5	5	Grey Meadow	DR	Jeffrey P Gendron Kathleen B Gendron
1706	301314735234	027-3-104-002	Land and Building	R1	6	6	Grey Meadow	DR	Tyce C. Foltz Kara S. Foltz
1713	301405735041	027-3-104-006	Land and Building	R1	7	7	Grey Meadow	DR	Nelson R Vargas Susan E Beil
1739	301294734953	027-3-104-008	Land and Building	R1	15	15	Grey Meadow	DR	Scott T Fusare Dagmar Zentrichova
1737	301235734904	027-3-104-009	Land and Building	R1	21	21	Grey Meadow	DR	James J. Chagnon Lita M Chagnon
1735	301064735046	027-3-104-034	Land and Building	R1	24	24	Grey Meadow	DR	Arthur J. Dusablon Barbara Dusablon
1731	300815734862	027-3-104-030	Land and Building	R1	38	38	Grey Meadow	DR	Bernard V. Bora Denise C Bora
1724	300572734602	027-3-104-026	Land and Building	R1	56	56	Grey Meadow	DR	Sanford W. Phillips Stephanie L. Phillips
1722	300742734398	027-3-104-023	Land and Building	R1	62	62	Grey Meadow	DR	Victor Menard Tami Menard
67	301064734018	027-3-104-017	Land and Building	R1	74	74	Grey Meadow	DR	Catherine C. Wheeler Trust
73	299876738164	023-1-014-000	Land and Building	R1	21	21	Hardy	AVE	Lawrence A. Tulkop Lisa M. Tulkop
74	299829738223	021-2-001-000	Land and Building	R1	29	29	Hardy	AVE	Patra S Vail
75	299647738606	021-2-007-000	Land and Building	R1	71	71	Hardy	AVE	Richard E. Dion Faith B. Dion
77	299622738667	021-2-008-000	Land and Building	R1	77	77	Hardy	AVE	Philip Hinckley Rosalie A. Covey
79	299594738740	021-2-009-000	Land and Building	R1	85	85	Hardy	AVE	Katherine Schumpf Douglas J Schumpf
8426	299530738887	021-2-011-000	Land and Building	R1	101	101	Hardy	AVE	Robert K Young Janice Young
8425	299630739037	021-2-013-000	Land and Building	R1	112	112	Hardy	AVE	Lawrence L. Blanchard Judie A. Kreamer
8383	314404717736	053-3-067-000	Land and Building	R3	117-119	117	Howard	ST	117-119 Howard Street LLC
3617	314463717730	053-3-066-000	Land and Building	R1	121	121	Howard	ST	Jeffrey G. Schneider Michelle C. Keegan
9016	307471727364	037-3-005-000	Land and Building	E	60	60	Institute	RD	City of Burlington - Parks Dept.
4948	308628728125	034-2-001-000	Land and Building	EL	75	75	Institute	RD	City of Burlington School Dept.
12168	315714716402	054-2-087-000	Land and Building	R1	9	9	Iranistan	RD	Karl W. Doerner Judith M. Doerner
4859	312926723089	044-2-090-000	Land and Building	RA	7-Jan	1	Johnson	ST	Beverly O'Free Rooney Richard A. Rooney
7196	312027721599	049-1-086-000	Land and Building	C	60	60	Lake	ST	Lake And College LLC
9011	311913721837	044-2-003-000	Land and Building	C	86	86	Lake	ST	Lake Street Associates Inc
9013	312327719230	049-2-039-000	Land and Building	E	101	101	Lavalley	LN	State of Vermont Building & General Services Dept. Vermont State Agency of Transportation Rail Unit
9014	315258716371	054-2-082-000	Land and Building	R1	16	16	Ledge	RD	L. Josette Noll
8579	315639716371	054-2-085-000	Land and Building	R1	56-58	56	Ledge	RD	Catherine A. C. MacLachlan Trust
8575	314728717088	053-3-221-000	Land and Building	R1	38	38	Ledgemere	ST	Ila A. Abramson Joseph A. Bluestein
8576	314724717147	053-3-220-000	Land and Building	R1	44	44	Ledgemere	ST	Margaret E Joyal
8577	314578717211	053-3-216-000	Land and Building	R1	49	49	Ledgemere	ST	Austin D. Sumner Jennifer C. Sumner
832	314576717268	053-3-217-000	Land and Building	R1	55	55	Ledgemere	ST	Kevin S Cundiff Charles D. Kopplin
842	314723717268	053-3-218-000	Land and Building	R1	56	56	Ledgemere	ST	Gretchen E. Hogan Brendan P. Hogan
833	302688735119	024-2-078-000	Land and Building	R1	17	17	Loaldo	DR	Eric Gulfield
841	302581735213	024-2-096-000	Land and Building	R1	18	18	Loaldo	DR	Richard H. Yee, Jr. Mary B. Harkin
1963	302484735139	024-2-094-000	Land and Building	R1	32	32	Loaldo	DR	Gabriel Courage Holly Courage
1962	302377735178	024-2-092-000	Land and Building	R1	36	36	Loaldo	DR	Kenneth A Hebert Christine A. Hebert
1960	302527734886	028-1-036-000	Land and Building	R1	51	51	Loaldo	DR	Leo P. Campbell M. Eileen Campbell
1959	302521734809	028-1-035-000	Land and Building	R1	57	57	Loaldo	DR	Martha J Ledoux Robert E. Ledoux
1958	302425734726	028-1-033-000	Land and Building	R2	69	69	Loaldo	DR	Patricia Anne Hollinger
1943	302376734687	028-1-032-000	Land and Building	R1	75	75	Loaldo	DR	Harvey Family Revocable Trust
1954	302333734649	028-1-031-000	Land and Building	R1	81	81	Loaldo	DR	William A. Carlson
1953	302203734748	028-1-014-000	Land and Building	R1	84	84	Loaldo	DR	Alan LeBlanc
1950	302142734498	028-1-027-000	Land and Building	R1	105	105	Loaldo	DR	Sherri L McCoy
7198	302097734461	028-1-026-000	Land and Building	R1	111	111	Loaldo	DR	Kathryn A. Newton
8583	312070720020	049-2-041-000	Land and Building	E	1	1	Maple	ST	City of Burlington - Parks Dept.
693	313297720085	049-2-001-000	Land and Building	RA	113	113	Maple	ST	Maple Street Properties, LLC
967	314811716959	053-3-224-000	Land and Building	R1	16	16	Marian	ST	Jane Merola McKenzie
964	303439736520	024-1-116-000	Land and Building	R1	4	4	Meridian	ST	Darby Shaw Joseph Shaw
4920	303607736669	024-3-026-000	Land and Building	R1	28	28	Meridian	ST	Mustafa Jusupovic Amira Jusupovic

4928	303790736812	024-3-023-000	Land and Building	R1	50	50	Meridian	ST	O'Dell Walker
3619	312865723126	044-2-062-000	Land and Building	RA	58-64	58	Monroe	ST	Marijos Properties
2004	312876722913	044-2-070-000	Land and Building	R4	61-63	61	Monroe	ST	Carl F. Albarelli
827	308917726980	038-1-002-000	Cemetery	E	455	455	North	AVE	Burlington City Cemetery Dept. Lake View Cemetery
814	303250734902	028-1-078-000	Land and Building	R1	1464	1464	North	AVE	Migmar Dolma
830	303068734920	024-2-072-000	Land and Building	R2	1477	1477	North	AVE	John Whitehouse Revocable Trust
899	303097735140	024-2-058-000	Land and Building	R1	1490	1490	North	AVE	Sharon L. Fosbrook
831	302757734982	024-2-075-000	Land and Building	RA	1501	1501	North	AVE	Salamin Handy Mountaha Handy
848	302760735193	024-2-077-000	Land and Building	R1	1519	1519	North	AVE	Elizabeth Jane Fitzpatrick
792	302609735366	024-2-100-000	Land and Building	C	1541	1541	North	AVE	Thunderbolt Garage LLC
791	302538735400	024-2-102-000	Land	RL	1547	1547	North	AVE	Jolley Associates
789	303094735926	024-2-033-000	Rental Land	E	1554	1554	North	AVE	BHA Franklin Square
870	302612735734	024-2-030-000	Rental Land	E	1562	1562	North	AVE	Burlington Housing Authority
786	302372735591	024-2-127-000	Land and Building	C	1563	1563	North	AVE	Sisters & Brothers Investment Group, LLP
885	302280735657	024-2-128-000	Land and Building	R2	1571	1571	North	AVE	Lisa McLamb
783	302362735872	024-2-027-000	Land and Building	R1	1586	1586	North	AVE	Pauline R. Grogan Wanda L. Grogan Kevin L. Grogan
12273	302163735806	024-2-143-000	Land and Building	R1	1595	1595	North	AVE	John R Fisher Kathleen C. Fisher
779	302235735997	024-2-024-000	Land and Building	R1	1604	1604	North	AVE	Ginger J. Santor
778	302193736040	024-2-023-000	Land	RL	1610	1610	North	AVE	Champlain Housing Trust Inc.
511	302070736171	024-2-020-000	Land and Building	R1	1628	1628	North	AVE	Mary Lariviere
775	302029736215	024-2-019-000	Land and Building	R1	1634	1634	North	AVE	Simone M. Felty
529	301474736078	023-4-038-000	Land and Building	E	1645	1645	North	AVE	City of Burlington School Dept.
528	301904736343	024-2-016-000	Land and Building	R1	1652	1652	North	AVE	Hien Nguyen Phuong Chung
369	301761736459	023-4-056-000	Land and Building	R1	1670	1670	North	AVE	Francis J Fagga Jr Anne G Fagga
354	301722736500	023-4-055-000	Land and Building	R1	1676	1676	North	AVE	Terrence G. Moore Carol J. Moore
368	300740737598	023-3-065-000	Land and Building	R1	1922	1922	North	AVE	Elizabeth S. Lewis
353	300361737619	023-3-049-000	Land and Building	RA	1925	1925	North	AVE	New Northgate Housing, LLC
366	300696737649	023-3-064-000	Land and Building	R1	1928	1928	North	AVE	Kenneth Gokey
362	300549737529	023-3-048-000	Land and Building	R1	1929	1929	North	AVE	Leah A. Oklan Ezra Oklan
360	300604737753	023-3-062-000	Land and Building	R1	1942	1942	North	AVE	Denny Lee Johnson Christine H. Johnson
359	300537737842	023-3-057-000	Land and Building	R1	1954	1954	North	AVE	Brent Huff Nicole Huff
123	300432738027	023-3-054-000	Land and Building	R1	1976	1976	North	AVE	Jeannine Kneeland
99	300168738517	021-2-058-000	Land and Building	R1	2040	2040	North	AVE	Amylynn Streeter David H. Streeter
121	300154738592	021-2-057-000	Land and Building	R1	2044	2044	North	AVE	Rama Lakshmi Courcy Charles P. Courcy
101	299972738571	021-2-033-000	Land and Building	R1	2047	2047	North	AVE	Thomas M Leclair Jody A Leclair
118	300132738657	021-2-056-000	Land and Building	R1	2048	2048	North	AVE	Robert Lapointe
103	299905738701	021-2-035-000	Land and Building	R1	2061	2061	North	AVE	Gary D. Dion Linda D. Dion
114	300064738860	021-2-053-000	Land and Building	R1	2070	2070	North	AVE	Alfred Cyr III Cherie K Cyr
64	299852738831	021-2-037-000	Land and Building	R1	2075	2075	North	AVE	Tory-Ann Torres Luis Torres
11	298595739779	021-2-065-000	Land and Building	R1	3130	3130	North	AVE	P Maria Spadanuda
41	298501739747	021-2-066-000	Land	RL	3135	3135	North	AVE	2751 North Miami Avenue LLC
25	298438739892	020-3-001-000	Land and Building	R1	3139	3139	North	AVE	Sandra A Labombard Todd M Labombard
22	298528739922	021-1-002-000	Land and Building	ML	3140	3140	North	AVE	Todd M Labombard Tina M. Tofani Irena H Labombard
4702	298469740063	020-3-019-000	Land and Building	R1	3152	3152	North	AVE	Tor D. Bortz Lorena K. Bortz
4701	298378740302	020-3-015-000	Land and Building	R1	3174	3174	North	AVE	Treehouse Garage LLC
4700	312299724080	044-1-255-000	Land and Building	R2	87	87	North	ST	PHE, INC
4699	312335724076	044-1-254-000	Land and Building	E	89	89	North	ST	Burlington Emergency Shelter Inc
32	312380724053	044-1-253-000	Land and Building	CR	93-97	93	North	ST	Melissa B. Lafayette
4776	298293740997	020-3-029-000	Land	EL	0	0	North Avenue	EXT	City of Burlington - Parks Dept.
4782	312713722677	044-2-019-000	Rental Land and Building	E	20-Oct	10	North Champlain	ST	Burlington Housing Authority
59	312439723683	044-1-310-000	Land and Building	CR	99	99	North Champlain	ST	Erkson Real Estate LLC
60	312478723958	044-1-316-000	Land and Building	R1	125	125	North Champlain	ST	Martha J. Caswell Seth Wolcott-MacCausland
61	298854740073	021-1-027-000	Land and Building	R1	40	40	North Cove	RD	Robert Bristow-Johnson Phyllis Bristow-Johnson
12123	298848740167	021-1-030-000	Land and Building	R2	50	50	North Cove	RD	Chad E Dewyea
53	298852740449	021-1-031-000	Land	RL	52	52	North Cove	RD	Timothy A. Muir Frances D. Muir
50	298633740466	021-1-019-000	Land and Building	ML	94	94	North Cove	RD	Edward R. Peters Jr. Theresa Leona Peters Kathy Peters Cindy Hamel Sandra Nunn John Peters Rebecca Peters
461	298509740501	000-0-000-000	Land	X	99	99	North Cove	RD	Guy L. Southwell
2085	300949737976	023-3-160-001	Land and Building	R1	67	67	North View	DR	David C Francis Donna Powell
1656	301769733600	027-3-001-000	Land and Building	R1	49	49	Oakland	TER	Dagnija Neimane
4900	301950733803	028-1-165-000	Land and Building	R1	50	50	Oakland	TER	George H Cootey Gail M Cootey
4753	301788733928	027-3-039-000	Land and Building	R1	74	74	Oakland	TER	Joanne Kalisz
4747	312264723375	044-2-043-000	Land and Building	R1	66	66	Park	ST	Malcolm M. Sanders
4745	312288723481	044-1-307-000	Land and Building	R2	76	76	Park	ST	James Design Build (John J. Burns)

4744	312278723743	044-1-301-000	Land and Building	RA	102	102	Park	ST	102 Park Street LLC
12282	312268723841	044-1-299-000	Land and Building	R1	112	112	Park	ST	Stephen Smith Carmen Smith
12283	312265723882	044-1-298-000	Land and Building	R2	116	116	Park	ST	Adam H. Holmes
4878	312267723949	044-1-296-000	Land	RL	124	124	Park	ST	Champlain Housing Trust Inc.
4879	312262723992	044-1-295-000	Land	RL	128	128	Park	ST	Champlain Housing Trust Inc.
4881	312963722733	044-2-021-000	Land and Building	CR	68	68	Pearl	ST	68 Pearl Street LLC
4942	313046722741	044-2-022-000	Land	EL	70	70	Pearl	ST	City Of Burlington - Department of Public Works
12732	313106722710	044-2-023-000	Rental Land and Building	CR	80-90	80	Pearl	ST	Josephine Bernardini Bove Richard J. Bove Jr.
7166	312857723305	044-2-084-000	Land and Building	R2	21	21	Peru	ST	BPJS Management LLC
7168	313163721587	049-1-125-000	Condo Land and Building	CC	84	84	Pine	ST	84 Pine Street Association
7169	313229719975	049-2-007-000	Land and Building	R2	220	220	Pine	ST	Nicholas S. Papaseraphim Deanna Papaseraphim
7171	313222719880	049-2-009-000	Land and Building	R3	230	230	Pine	ST	Chris Khamnei
892	313233719823	049-2-010-000	Land and Building	R1	234	234	Pine	ST	Diana L Doll
893	313253719593	049-2-013-000	Land and Building	C	266	266	Pine	ST	Pine Properties LLC
546	302324736305	024-2-150-000	Land and Building	R1	68	68	Plattsburg	AVE	Mariah Ogden
547	302314736369	024-2-151-000	Land and Building	R1	76	76	Plattsburg	AVE	Abi N. Chamlagi Mon M. Chamlagai
1788	302293736626	024-1-013-000	Land and Building	R1	100	100	Plattsburg	AVE	Michael E. Cornell Mary E. Cornell
1744	302288736683	024-1-014-000	Land and Building	R1	104	104	Plattsburg	AVE	Kristina Wood Tyler Rouille
1787	300280734501	027-3-159-000	Land and Building	R1	21	21	Pleasant	AVE	Merima Elkaz
1784	300386734578	027-3-109-000	Land and Building	R1	22	22	Pleasant	AVE	Maureen K. Linsenmeir
1781	300336734438	027-3-158-000	Land and Building	R1	29	29	Pleasant	AVE	Margaret B Bombard Stephen Hadeka
1751	300502734240	027-3-154-000	Land and Building	R1	55	55	Pleasant	AVE	Boris Katsnelson Marina Katsnelson
1778	300762734134	027-3-117-000	Land and Building	R1	80	80	Pleasant	AVE	David P Devoid Jacqueline C. Devoid
1761	300699733692	027-3-124-000	Land and Building	R1	134	134	Pleasant	AVE	Cynthia A Warwick Jason F. Seiler
1766	300523733869	027-3-127-000	Land and Building	R1	156	156	Pleasant	AVE	Thomas O. Ross Mary M. Ross
1771	300389734256	027-3-140-000	Land and Building	R1	195	195	Pleasant	AVE	Meghan Fay-McCaffrey Liam P McCaffrey
288	300267734171	027-3-133-000	Land and Building	R1	198	198	Pleasant	AVE	Deborah L. Clemons
7227	300334734323	027-3-139-000	Land and Building	R1	203	203	Pleasant	AVE	Richard W. Hanzel Trust (Richard W. Hanzel)
7563	300444738520	021-4-001-000	Land and Building	R1	40	40	River View	DR	Karen J Anderson
7562	313396721479	049-3-017-000	Land and Building	C	95	95	Saint Paul	ST	Investors Corporation of Vermont
8403	313439719772	049-4-045-000	Land	RL	237-241	237	Saint Paul	ST	Stephen W. Conant Margaret C. Conant
8401	313497719645	049-4-044-000	Land and Building	C	249	249	Saint Paul	ST	Carrie Ann Rockwood Todd M. Rockwood
8400	314532717779	053-3-044-000	Land and Building	CR	463-465	463	Saint Paul	ST	Alan R. Longe Pamela B. Longe
8386	314572717680	053-3-042-000	Land and Building	RA	469	469	Saint Paul	ST	Gisele J. Fontaine Family Trust (Gisele J. Fontaine)
8397	314606717643	053-3-041-000	Land and Building	R3	475-477	475	Saint Paul	ST	Yee Properties LLC
8391	314805717706	053-3-027-000	Land and Building	R4	484-486	484	Saint Paul	ST	Four Eighty Four St Paul St, LLC
8395	314700717391	053-3-038-000	Land and Building	R3	507	507	Saint Paul	ST	Amanda H. Goossen Daniel Goossen
8755	314973717440	053-3-032-000	Land and Building	R1	516	516	Saint Paul	ST	Mathew Viens Johnnie McLaughlin
8392	314811717342	053-3-036-000	Land and Building	R1	517	517	Saint Paul	ST	Bryan A. Mihok
8754	314880717150	053-3-033-000	Land and Building	R1	539	539	Saint Paul	ST	David M. Buffington Meriedith A. Coeyman
8841	315081717216	054-1-004-000	Land and Building	R3	540	540	Saint Paul	ST	LBC 515 & 540, LLC
8843	314915717029	054-1-001-000	Land and Building	RA	567	567	Saint Paul	ST	Sisters & Brothers Investment Group, LLP
8844	315211717046	054-1-077-000	Land and Building	R1	4	4	Shelburne	ST	Terrance A. McGrath Timothy L. McGrath
4892	315224716923	054-1-080-000	Land and Building	R1	14	14	Shelburne	ST	Kevin F. Quirino James J. Elias
675	315177716626	054-2-014-000	Land and Building	C	44	44	Shelburne	ST	Mary S. Burns Trust
10100	303097737144	024-1-098-000	Land and Building	R1	12	12	Sky	DR	Earl J. Babcock, Jr.
8768	303251737123	024-1-100-000	Land and Building	R1	24	24	Sky	DR	Sylvia J Bernardina
8763	318700717168	058-3-001-000	Land and Building	C	568	568	South Prospect	ST	Burlington Country Club Corp.
8762	314984717720	054-1-015-000	Land and Building	R1	467	467	South Union	ST	Rachel L. Morton Trust
8835	315058717420	054-1-010-000	Land and Building	R1	493	493	South Union	ST	Peter Keating Kathleen Keating
8760	315072717368	054-1-009-000	Land and Building	R1	499	499	South Union	ST	George L. Shelley IV Rachel W. Shelley
8836	315281717323	054-1-071-000	Land and Building	R3	508-510	508	South Union	ST	Marc L. Jacobs
8837	315226717276	054-1-072-000	Land and Building	R2	512	512	South Union	ST	Mary B. Hennessy
8758	315094717225	054-1-006-000	Land and Building	R1	515	515	South Union	ST	515 South Union Street-540 Saint Paul Street, LLC
7935	315220717219	054-1-073-000	Land and Building	R2	516-518	516	South Union	ST	William T. McGrath Jr. Mcgrath Income Only Trust
8865	315108717174	054-1-005-000	Land and Building	RA	525-527	525	South Union	ST	Alain W. Brunet
8862	315665718448	054-1-102-000	Land and Building	R1	405	405	South Willard	ST	Northeastern Family Institute Of Vermont Inc.
8869	315581718256	054-1-100-000	Land and Building	R1	425	425	South Willard	ST	Mark A. Stoler Diane A. Gabriel
8871	315540718188	054-1-099-000	Land and Building	R1	429	429	South Willard	ST	William Mares Christine Hadsel
8850	315795718100	054-1-106-000	Land and Building	R1	436	436	South Willard	ST	Jane A. Smith 2011 Revocable Trust
8848	315726717952	054-1-108-000	Land and Building	R1	452	452	South Willard	ST	Guido Mase Anne Kathleen Dougherty
8946	315291717084	054-1-084-000	Land and Building	R2	543	543	South Willard	ST	Michael L. Richards
1507	315300716530	054-2-015-000	Land and Building	E	600	600	South Willard	ST	Greek Orthodox Church

1535	297948733336	027-1-061-035	Land and Building	S1	2	2	Starr Farm	BC	Daniel M. Boardman Trust
1534	298064733663	027-1-061-050	Land and Building	S1	5	5	Starr Farm	BC	Edward H. Starr Robin Robertson Starr
1503	298679733994	027-1-061-175	Land and Building	S1	9	9	Starr Farm	BC	Thomas W Dowe Jr Leslie E. Twitchell Elizabeth A. Dowe Kelly Dowe Engelman
1518	298928734405	027-1-056-000	Land and Building	S1	13	13	Starr Farm	BC	W. Philip Wagner Revocable Trust Barbara E. Wagner Revocable Trust
1520	298245734244	027-1-061-065	Land and Building	S1	15	15	Starr Farm	BC	Katherine P. Pond Patrick S. Robins
1523	298537734316	027-1-061-090	Land and Building	S1	19	19	Starr Farm	BC	Gerald L Curley Laura C Curley
1522	298786734414	027-1-061-100	Land and Building	S1	21	21	Starr Farm	BC	Paul R. Sisson
1526	298981734539	027-1-061-115	Land and Building	S1	23	23	Starr Farm	BC	Richard H. Wiemann
1536	298899734639	027-1-061-110	Land and Building	S1	24	24	Starr Farm	BC	Kenneth R. Lee Kathleen P. Lee
498	299041734748	027-1-061-130	Land and Building	S1	27	27	Starr Farm	BC	Carmela Monaco
501	299373735397	027-1-061-180	Land and Building	S1	34	34	Starr Farm	BC	Denis O'Brien Isela M O'Brien
502	301479735575	023-4-026-000	Land	CL	43	43	Starr Farm	RD	John J. Flynn Estate
506	300858735154	023-4-029-000	Land and Building	R1	151	151	Starr Farm	RD	Marina C. Collins
507	300777735004	023-4-032-000	Land and Building	R1	167	167	Starr Farm	RD	Allen L. Barr Jr. Mary E. Barr
508	300679735022	023-4-033-000	Land and Building	R1	173	173	Starr Farm	RD	Daniel Elliott Joanna Elliott
1705	300625734986	023-4-034-000	Land and Building	R1	179	179	Starr Farm	RD	Neal Bernard Hayes Jr Nikki Lee Hayes
1741	300562734939	023-4-035-000	Land and Building	R1	187	187	Starr Farm	RD	Caroline M. Rudd
595	300477734780	027-3-103-000	Land and Building	R1	201	201	Starr Farm	RD	Ted Jacobites
592	300430734716	027-3-105-000	Land and Building	R1	207	207	Starr Farm	RD	Maurice A. Paquette Karen M Paquette
589	302949736960	024-1-063-000	Land and Building	R1	87	87	Sunset	DR	Norma C. Brunelle
689	303070736795	024-1-061-000	Land and Building	R1	109	109	Sunset	DR	Thaddeus Zabiegalski Frances Zabiegalski
898	303109736727	024-1-060-000	Land and Building	R1	117	117	Sunset	DR	Andrew E. Potter Meagan G. Potter
850	303315736735	024-1-112-000	Land and Building	R1	126	126	Sunset	DR	Mary A. Perry Joan G. Perry Judith B. Bailey
851	303299736401	024-2-157-000	Land and Building	R1	151	151	Sunset	DR	Yolanda Flores
853	302428735423	024-2-104-000	Land and Building	R1	13	13	Tracy	DR	Neil Guilmette Michelle Guilmette
1681	302371735380	024-2-105-000	Land and Building	R1	19	19	Tracy	DR	Michelle Valiquette John J. Valiquette Jr.
1683	301514734657	027-3-069-000	Land and Building	R1	131	131	Tracy	DR	Hue Thi Nguyen Tuan Nguyen
1684	301438734640	027-3-071-000	Land and Building	R1	139	139	Tracy	DR	Liam N. Page
1688	301386734597	027-3-073-000	Land and Building	R1	145	145	Tracy	DR	Debra A. LeBlanc
553	301107734379	027-3-083-000	Land and Building	R1	181	181	Tracy	DR	Margaret Poulin Kirk Poulin Robin A. Smith Laura J. Blaise Rebecca L. Richardson
12655	302040736842	024-1-020-000	Land and Building	R1	37	37	Turf	RD	Jay P. Bessette Diem T. Ha
662	303063737772	024-1-078-000	Condo Land	RC	1	1	Valade	ST	Valade Park Condo Association
663	303195737405	024-1-084-000	Land and Building	R1	42	42	Venus	AVE	Harvey C. Allard Jr. Margaret M Allard
665	303276737383	024-1-085-000	Land and Building	R1	46	46	Venus	AVE	Ziyu Fang
953	303360737360	024-1-086-000	Land and Building	R1	54	54	Venus	AVE	Anthony M Mazza Elizabeth A Mazza
950	303507737147	024-3-012-000	Land and Building	R1	77	77	Venus	AVE	Angelina Fitzpatrick James J. Fitzpatrick
873	303733737206	024-3-016-000	Land and Building	R1	94	94	Venus	AVE	John F K Rouille Mary R Rouille
881	303700737029	024-3-009-000	Land and Building	R1	101	101	Venus	AVE	Muaz Omanovic Kija Omanovic
492	302132735650	024-2-131-000	Land and Building	R1	19	19	West	RD	Richard Sener Karen J. Sener
491	301910735636	024-2-139-000	Land and Building	R1	38	38	West	RD	Gina A. Scafa
1631	301501735308	023-4-018-000	Land and Building	R1	90	90	West	RD	Joshua Farley Andrea Farley
12221	301575735164	023-4-015-000	Land and Building	R1	95	95	West	RD	Heinrich Savelberg Christina T. Savelberg Casandra C. Savelberg
12222	301521733604	027-3-014-000	Land and Building	R1	66	66	Western	AVE	Kimberly Ann Hunt Alexander T. Messinger
463	300746737816	023-3-061-000	Land	RL	19	19	Woods	ST	Champlain Housing Trust Inc.
1626	300686738042	023-3-164-000	Land and Building	R1	40	40	Woods	ST	First United Methodist Church of Burlington VT
1625	301216733969	027-3-031-000	Land and Building	R1	10	10	York	DR	Roland A Dion Gail A Dion
1650	301364733886	027-3-009-000	Land and Building	R1	15	15	York	DR	Kim M. Palasits
*Properties on	301438733948	027-3-008-000	Land and Building	R1	29	29	York	DR	Steven R. Benoit Jean M. Benoit
	301447734149	027-3-033-000	Land and Building	R1	38	38	York	DR	Robert Hart Dorcas Hart

LEGEND:	
	Department of Permitting & Inspections--Trades Division
	Department of Permitting & Inspections--Housing Division
	Department of Permitting & Inspections--Zoning Division
	Burlington Public Works--Water Resources
	Burlington Electric Department
	Department of Public Works


```

SELECT Property.PropertyRSN, Property.PropGisId1 AS PIN, Property.PropertyRoll AS TaxID,
ValidProperty.PropDesc, dbo.f_info_alpha_property_null(Property.PropertyRSN, 10) AS AssessUse,
Property.Prophouse, Property.ProphouseNumeric, Property.PropStreet, Property.PropStreetType,
dbo.udf_GetPropertyOwnerNameComposite(Property.PropertyRSN) AS Owners,
dbo.udf_GetFirstPropertyOwner(Property.PropertyRSN) AS Owner1,
dbo.udf_GetFirstPropertyOwnerAddressLine1(Property.PropertyRSN) AS Owner1AddressLine1,
dbo.udf_GetFirstPropertyOwnerAddressLine2(Property.PropertyRSN) AS Owner1AddressLine2,
dbo.udf_GetFirstPropertyOwnerAddressLine3(Property.PropertyRSN) AS Owner1AddressLine3,
dbo.udf_GetFirstPropertyOwnerAddressLine4(Property.PropertyRSN) AS Owner1AddressLine4
FROM Property, ValidProperty
WHERE Property.ZoneType5 = 'Glebe'
AND Property.PropCode IN ( 10, 11, 12, 13, 14, 15, 22, 24 ) /* Land Property types */
AND Property.PropCode = ValidProperty.PropCode
ORDER BY Property.PropStreet, Property.PropStreetType, Property.ProphouseNumeric

```

Resolution Relating to

RELEASE OF CERTAIN GLEBE AND PERPETUAL
LEASE-LAND INTERESTS AND REVISION OF THE CITY
OF BURLINGTON PERPETUAL LEASE LAND
INTERESTS LIST

RESOLUTION 6.24

Sponsor(s): Councilor Traverse

Introduced: 06/23/25

Referred to: _____

Action: adopted

Date: 06/23/25

Signed by Mayor: 06/24/25

CITY OF BURLINGTON

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

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

That WHEREAS, on December 7, 2020, the City Council adopted a City of Burlington Retained Perpetual Lease Interests List (hereafter Retained Interests List) pursuant to Act 152 (codified in 24 V.S.A. 2409); and

WHEREAS, the City Council requested that if City staff identified properties on the Retained Interests List as appropriate for release in the future—for example, because outstanding issues are resolved,—those properties should be brought forward to the Council and the Retained Interests List should be updated; and

WHEREAS, City staff have identified a number of properties that are appropriate for release since the last release in March, 2025;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby releases the glebe/perpetual leased land interests it may have in the following City of Burlington properties pursuant to 24 V.S.A. §2401 and requests that the City of Burlington Retained Perpetual Lease Interests List be revised accordingly:

- 95 Derway Drive (Tax ID 021-2-061-000)
- 32 Grey Meadow Drive (Tax ID 027-3-104-032)
- 94 Plattsburgh Avenue (Tax ID 024-1-012-000)
- 57 Turf Road (Tax ID 024-1-019-000)

R: Glebe or Lease Lands/City Council Action-Resolutions/Resolution re Release of Certain Glebe Lands 6/23/25
6/20/25

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

City Attorney's Office, Shay Brunvard

* * * * *

ORIGINAL

RESOLUTION RELATING TO

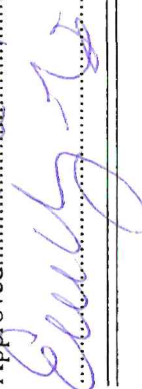
Release of Certain Glebe And Perpetual Lease-Land Interests And Revision Of The
City Of Burlington Perpetual Lease Land Interests List

Adopted by the City Council

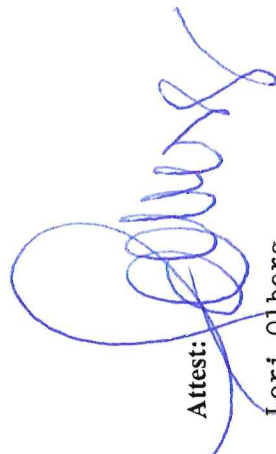
June 23 20 25

 Clerk

Approved..... June 27, 20 25

 Mayor

Vol. Page



Lori Olberg
Council and Licensing Coordinator



City of Burlington, VT

June 18, 2025

ELI-58

* Entertainment License -
Indoor

Status: Active

Submitted On: 6/17/2025

Primary Location111 Saint Paul Street
Burlington, VT 05401**Owner**MCNEIL, JOSEPH / JOSEPH E.
MCNEIL REVOCABLE TRUST
333 SOUTH PROSPECT
STREET BURLINGTON, VT
05401**Applicant**

Taylor Watts
 941-735-8306
 taylor@deviltakesaholiday.com
 111 St Paul St.
Burlington, VT 05401

Establishment Information

* New *

Establishment Name (DBA) * ?

Devil Takes A Holiday

Establishment Street Address*

111 Saint Paul Street

Establishment City, State Zip*

05401

Establishment Phone* ?

941-735-8306

Establishment Owner (Legal Name) * ?

Taylor Watts

Legal Owner Mailing Street Address*

24 Lafountain Street

Legal Owner Mailing City, State Zip*

Winooski, VT 05404

Contact Person Name* ?

Taylor Watts

Contact Email Address*

taylor@deviltakesaholiday.com

Contact Phone* ?

(941) 735-8306

Application Information

Occupant Load*

49

Number of Restrooms*

1

Number of Egresses*

2

Date of Last Fire Safety Inspection*

02/14/2025

Dancing by Patrons*

No

Amplified Music*

Yes

Indoor entertainment Types; Check all that Apply

Live Instrumental Music

☐

Live Vocal Music

☐

Jukebox / Boom Box / Ipad

☐

Disc Jockey

☒

Karaoke

☐

Floor/Stage Show Entertainment

☐

Indoor Entertainment Proposed Days; Check all that Apply

Sunday

☒

Monday

☒

Tuesday

☒

Wednesday

☒

Thursday



Friday



Saturday



Indoor Entertainment Hours

Sunday Start Time*

10:00 AM

Sunday End Time*

2:00 PM

Monday Start Time*

5:00 PM

Monday End Time*

11:00 PM

Tuesday Start Time*

5:00 PM

Tuesday End Time*

11:00 PM

Wednesday Start Time*

5:00 PM

Wednesday End Time*

11:00 PM

Thursday Start Time*

5:00 PM

Thursday End Time*

12:00 Midnight

Friday Start Time*

5:00 PM

Friday End Time*

12:00 Midnight

Saturday Start Time*

5:00 PM

Saturday End Time*

12:00 Midnight

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*

Yes

Second Class Liquor License*

No

Third Class Liquor License*

Yes

Outside Consumption Permit*

Yes

Standard Entertainment Permit Conditions

I Attest that I have read the Standard Entertainment Permit Conditions

Digital Signature*

 Taylor S. Watts
Jun 17, 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.*

☒ Taylor S. Watts
Jun 17, 2025



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

MEMORANDUM

TO: Mayor Emma Mulvaney-Stanak and City Council
FROM: Christine Curtis, Senior Community Development Specialist, CEDO
DATE: June 23, 2025
RE: Public Hearing: Community Development Block Grant and HOME Investment Partnerships
Proposed Allocations for the 2025 Action Plan for Housing & Community Development

Overview

The Community & Economic Development Office (CEDO) is soliciting input in connection with the development of the City's 2025 One-Year Action Plan for Housing & Community Development (Action Plan) for the planning and allocation of federal funds from Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and other U.S Department of Housing and Urban Development (HUD) administered programs. The City anticipates receiving \$745,925 in CDBG entitlement funds and \$331,651 in new HOME funds to support housing, community and economic development activities for the 2025 program year (July 1, 2025 – June 30, 2026). A breakdown of the funding recommendations can be found below for both the CDBG and HOME programs.

The funding recommendations and draft 2025 Action Plan are subject to a Public Hearing to solicit input on Burlington's housing and community development needs. Public comments on the Action Plan will also be accepted through July 11th, 2025 via email at ccurtis@burlingtonvt.gov. CEDO will seek approval of a final 2025 Action Plan at the upcoming July 14th Board of Finance and City Council meetings in the form of a Resolution authorizing submission of the Action Plan to HUD.

The proposed subrecipient allocations for the City's 2025 CDBG funds were recommended by the CDBG Advisory Board. The Advisory Board includes a seat for a representative from each of the city's eight wards (selected by the Neighborhood Planning Assemblies), Mayoral appointees, and one seat filled by the State of Vermont. CEDO's leadership, with the support of the Mayor, makes CDBG funding recommendations for programs administered by CEDO staff and other City departments. All funding recommendations are outlined below.

2025 CDBG – Public Service Awards

The following organizations and programs have received CDBG grants in previous years

<u>Organization</u>	<u>Program Name</u>	<u>Awards for 2025 Action Plan</u>	<u>Program summary</u>	<u># of Beneficiaries served (projected)</u>
---------------------	---------------------	--	------------------------	--

Pathways	Housing First Services in Chitt. County	\$25,000	permanent housing placement services for individuals with histories of homelessness	45 households
Vermonters for Criminal Justice Reform (VCJR)	VCJR Re-Entry and Recovery Center with Contingency Management	\$17,388	to support existing services which include overdose prevention, recovery, and other supportive services for people living with substance use disorders	60 persons
Steps to End Domestic Violence	Safe Tonight	\$34,500	emergency housing and support services for adults and children fleeing domestic violence	564 persons
CVOEO	Volunteer Income Tax Assistance (VITA)	\$15,000	free tax preparation and electronic filing services for LMI households	700 persons
Lund	Lund's Parent Child Center and Clinical Treatment Services	\$20,000	childcare services and resources for vulnerable children and families	95 persons

2025 CDBG - Development Awards

The following organizations and programs have received CDBG grants in previous years

<u>Organization</u>	<u>Program Name</u>	<u>Awards for 2025 Action Plan</u>	<u>Program summary</u>	<u># of Beneficiaries served (projected)</u>
Mercy Connections	Small Business Equity Project	\$75,000	entrepreneurial and English language learning education to support the growth of small businesses in Burlington	100 persons
CVOEO	Micro Business Development Program	\$70,642	coaching, classes, and technical assistance for low-mod Burlington residents to start, sustain, and expand micro businesses	80 persons
Champlain Housing Trust (CHT)	Supportive Housing at 322 St. Paul Street	\$252,210	rehab and new construction – 10 new affordable apartments to provide supportive housing for adults with intellectual and developmental disabilities	10 persons
Champlain Housing Trust (CHT) & DPW	Ravine Sewer Project	\$135,000**	grouting old, brick sewer to ensure the stability and safety of the roadway and buildings – directly supporting the Post Apartments project	City-wide benefit
Dismas of Vermont	Buell Street Dismas House Sprinkler System	\$52,000	installation of new sprinkler and fire alarm system at Buell Street Dismas House	20 persons

Business & Workforce Development	Microenterprise Technical Assistance	\$35,000	technical assistance for entrepreneurs and small businesses	28 persons
CEDO	CDBG Administration	\$149,185	implement City planning efforts; administer community and economic development programs	N/A

*****funded with prior year, carryover funds***

2025 CDBG Funding

CDBG	Subtotal	Item	Amount
Programs/Projects	\$731,740	Public Service	\$111,888
		Development	\$484,852
		Carryover funds	\$135,000
Admin and Planning	\$149,185	CDBG Administration	\$149,185
TOTAL	\$880,925		\$880,925

2025 HOME Awards/Funding

HOME Project Category	Subtotal	Item	Amount
Affordable Housing	\$298,486.79	Affordable Housing Projects	\$248,738.99
		15% CHDO Set-Aside	\$49,747.80
Admin and Planning	\$33,165.20	HOME Administration	\$33,165.20
TOTAL	\$331,651.99		\$331,651.99

2025 Action Plan for Housing & Community Development
City of Burlington, Vermont



Prepared by
Community & Economic Development Office
Room 32 – City Hall
149 Church Street
Burlington, VT 05401
(802) 865-7144
www.burlingtonvt.gov/CEDO

This document is available upon request in alternative format for persons with disabilities.

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2025 Action Plan explains how the City plans to spend the Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) funds that the City receives from the U.S. Department of Housing & Urban Development (HUD), together with other leveraged resources, during the upcoming program year beginning on July 1, 2025. The national CDBG program is a principal revenue source to grow local communities and improve the quality of lives for low- and moderate- income persons. The HOME program is designed to create affordable housing for low-income households through building, buying, and/or rehabilitating housing for rent or homeownership.

The overall goal of these community planning and development programs is to develop viable communities by providing decent housing, expanded economic opportunities, and a suitable living environment, principally for low- and moderate-income persons. HUD administers these programs on a national basis and awards grants to entitlement communities and participating jurisdictions – including the City of Burlington – each year on a formula basis. The City in turn awards grants and loans to local nonprofits as well as providing direct services to residents and businesses through several CDBG-funded programs.

2. Summarize the objectives and outcomes identified in the Plan

Affordable housing continues to be the City's highest priority. Cost of housing, age of the housing stock, and a low vacancy rate are three significant factors that contribute to the need for affordable housing in Burlington. The following initiatives are on the City's housing agenda: preserving existing affordable units; creating new affordable units; renovating rental and owner-occupied affordable housing; and promoting homeownership opportunities among income-qualified households.

A suitable living environment is the City's next highest priority. The City has historically used the maximum available CDBG resources to support the provision of social services by local nonprofits. The City also uses CDBG to support public facilities and infrastructure and nonprofit facilities.

Economic opportunity is the City's third priority. The City uses CDBG funds to support projects that create and retain businesses and jobs through technical assistance and to support low-income residents in business ownership through entrepreneurial training and loans. The City also uses CDBG to address barriers to economic opportunity, including through the provision of affordable, quality early childcare and assistance in filing taxes and developing financial literacy.

3. Evaluation of past performance

The City continues to focus its CDBG and HOME dollars on high priority activities, primarily comprised of housing, economic development, and suitable living environment projects. Burlington continues to focus essentially all expenditures to assist low and moderate-income persons, as a result approximately 98% of CDBG beneficiaries fall in the low to moderate income category. Below are the City's most recent highlights of past performance that contributed to the selection and focus of this year's goals and projects.

Highlights of Outcomes

The City's highest priority under its Consolidated Plan is affordable housing. Highlights include:

- In December 2024, the City of Burlington's Lead Program received \$4,301,890 in lead hazard control funds and \$529,000 in health homes supplemental funding to improve indoor air quality and reduce other health hazards such as asbestos and tripping. The Lead Program's previous grant ended in July 2024. During the reporting period of July 1, 2023 – June 30, 2024 the Lead Program completed testing for Lead-Based Paint hazards in seven rental housing units, performed Lead Hazard Control activities in 35 rental housing units and three owner-occupied units, performed Healthy Homes interventions in 36 housing units, trained 22 individuals on the EPA Renovate, Repair, and Painting (RPP) Rule, trained 12 individuals to be lead-based paint abatement workers and supervisors, trained 125 individuals on the VT Lead Law, Inspection, Repair, & Cleaning Practices, and conducted 12 outreach and education events that reached over 630 individuals.
- Funds have been committed to two new construction rental housing projects that together will have ten HOME-assisted units and an additional 44 mostly affordable units. Additional rental housing development projects are in the pipeline.
- Funds have also been used to rehabilitate existing affordable properties, including those reserved for older community members, thus improving safety and comfort for residents.

A suitable living environment is the City's second priority. Highlights include:

- CDBG-funded agency Steps to End Domestic Violence, provided emergency shelter and services to 576 persons fleeing domestic violence.
- Feeding Champlain Valley (previously Feeding Chittenden) and the co-located Community Resource Center served nearly 900 Burlington residents.

- Development work and programming continued at the Moran – FRAME project.
- Pathways Vermont served 65 individuals experiencing homelessness by providing a variety of housing support services including service coordination, housing location services, retention supports, benefits coordination, and mental health and substance use services.
- Vermont Center for Criminal Justice Reform’s Re-Entry and Recovery Center provided case management services to 177 justice-involved individuals living with substance use disorder.

Economic opportunity is the City's third priority. Highlights include:

- CEDO and CDBG funded partners provided technical assistance and business development services to 205 microenterprises.
- The Lund Early Childhood Education program provided early childhood services to 18 residents, with a focus on supporting vulnerable children and families.
- The Volunteer Income Tax Assistance (VITA) program served over 800 Burlington residents, providing tax preparation and other income tax related assistance.
- 34 Burlington residents took part in training programs provided by CEDO and CDBG-funded partners, including the Personal Care Assistant Plus program and youth construction training programs provided by ReSOURCE.

4. Summary of Citizen Participation Process and consultation process

The Community & Economic Development Office followed the Citizen Participation Plan in the development of this Plan. A Public hearing was held on June 23rd, 2025 at a Burlington City Council meeting. The hearing notice was published in a local paper. Organizations were consulted, including the Continuum of Care.

The most meaningful way in which Burlington residents participate in the Action Plan process is their involvement in spending decisions. Through the Neighborhood Planning Assemblies (NPAs) each of the City’s eight wards elects a representative to the CDBG Advisory Board and collectively, those residents have a majority voice in making recommendations to the Mayor about how to spend the City’s CDBG funding each year. The NPAs are grassroots associations, created by City Charter, which exist in each of the City’s wards and meet monthly as organized, democratic forums where neighbors can learn about public issues that affect them and advise city government of their concerns and needs. The Board’s recommendations have traditionally been adopted without change by the Mayor and City Council.

The City engaged in alternative public involvement techniques during the development of this Plan. The Plan was posted on the City's website and citizens were invited to comment via social media and email lists.

The public comment period will begin on June 11th, 2025 and end on July 11th, 2025.

5. Summary of public comments

TBD

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

To summarize, the following document represents the housing, community and economic development needs and priorities as well as the chosen projects and activities to implement for the City of Burlington's 2025 Action Plan.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Burlington, VT	Community & Economic Development Office
HOME Administrator	Burlington, VT	Community & Economic Development Office

Table 1 – Responsible Agencies

Narrative (optional)

The Community & Economic Development Office (CEDO) is a department of the City of Burlington. The department engages our community to build a healthy, safe, and vibrant city with opportunities for all. CEDO staff members and programs seek to foster economic vitality; preserve and enhance neighborhoods, quality of life, and the environment; and promote opportunities for all residents of Burlington.

Consolidated Plan Public Contact Information

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AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City works closely with a range of stakeholders to determine community needs and priorities and to allocate CDBG and HOME funds to projects addressing these needs. Stakeholders consulted during the preparation of this Plan, including decisions around funding awards, include: the CDBG Advisory Board, which includes representatives from each of the City's wards, Mayoral representatives, and representatives from state agencies; nonprofit housing developers and service providers operating within the city; the Chittenden County Homeless Alliance (a HUD-recognized Continuum of Care); business owners; City residents; landlords; and colleagues within the City's Community & Economic Development Office, including the Burlington Lead Program.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Community Economic & Development Office staff serve as co-chair and Collaborative Applicant for the Chittenden County Homeless Alliance (CCHA), a HUD-recognized Continuum of Care (CoC) that aims to make homelessness rare and brief for persons in Burlington and throughout Chittenden County. CCHA members include representatives from nonprofit organizations, including service providers and affordable housing developers, local businesses, persons with lived experiences of homelessness, and local, state, and federal agencies, who meet regularly to coordinate City- and county-wide approaches to addressing the needs of vulnerable residents. The CCHA has implemented best practices in its approach to addressing homelessness, including the use of a common assessment tool for Coordinated Entry, prioritizing units for the most vulnerable, developing a community waitlist, and using a shared information management system with the Balance of State, the statewide Continuum of Care. These efforts help to ensure that the diverse agencies and organizations operating in Burlington are collaboratively working towards a common goal.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The CoC manages the Coordinated Entry System (CES), coordinating the implementation of a housing and service system that engages multiple service providers and organizations to connect with and to address the needs of persons experiencing homelessness in the county. The CES models a no-wrong-door approach to accessing the CES; service providers and community partners throughout Chittenden County are Access Points to the CES (including Vermont 211 as a virtual access point), allowing individuals and families experiencing a housing crisis to be directly engaged and linked to the CES. The CES matches households experiencing homelessness with eligible services based on vulnerability, sustainability, and length of homelessness through a standardized, scored assessment. Each eligible household will be assigned a housing navigator and added to a master list of homeless households which is reviewed weekly by CES partners for housing opportunities. Currently, eligible households include HUD-defined “literally homeless” and “imminent risk” households. In the 2023 program year, the Coordinated Entry system placed 305 households into permanent housing and is on track to match that for the 2024 program year. Many housing projects funded by the City, including through the use of HOME and CDBG funds, include units dedicated for households exiting homelessness. These units are usually filled in coordination with the Coordinated Entry system and are paired with supportive services. CDBG services have also been targeted to address emerging needs through the CoC and public service funds have supported housing navigation and supportive services program that operate within the umbrella of the CCHA and CoC.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

ESG funding allocations are made by the State of Vermont. Several state offices, including the Office of Economic Opportunity which administers ESG participate actively in the CoC and its numerous committees, including strategic planning and coordinated entry. VT's Emergency Solutions Grant funds are blended with state funds and administered under the Housing Opportunity Grant Program. Funding decisions are based on thorough knowledge of this Continuum's operations and priorities, with an emphasis on how best to realize value for investment. The State solicits specific feedback from the CoCs and stakeholders through presentations, discussions, and surveys regarding priorities and how to allocate ESG funds to eligible activities as well provide an annual review of funding priorities and performance.

The Chittenden County Homeless Alliance has developed a single HMIS with the Vermont Balance of State including joint governance, policies and procedures. One of our CoC-funded projects supports the HMIS lead - the Institute for Community Alliances. The Alliance members use BitFocus/Clarity HMIS and the CoC utilizes reports and information for strategic planning.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	AARP Vermont
	Agency/Group/Organization Type	Housing Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Phone call with representative of AARP Vermont. Goal of phone call was to better understand needs of older Vermonters in Burlington.
2	Agency/Group/Organization	Age Well
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Online meeting with agency representative. Goal of meeting was better understanding needs of older residents including housing, food security, and safety.
3	Agency/Group/Organization	Agency of Human Services
	Agency/Group/Organization Type	Other government - State

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Individual online meeting with Field Services Director. Goal for interview was information on community needs including supporting persons who are unhoused and special populations as well as addressing other needs in the community.
4	Agency/Group/Organization	ANew Place
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Meeting with agency leadership. Goal was to understand services and needs for people who are unhoused including shelter operations and transitional housing services.
5	Agency/Group/Organization	ASSOCIATION OF AFRICANS LIVING IN VERMONT
	Agency/Group/Organization Type	Housing Services-Children Services-Persons with Disabilities Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	In-person meeting with multiple members of AALV staff. Goal of meeting was learning more about the needs and challenges experienced by individuals and families served by AALV. Conversation included insights on housing, employment, mental health and substance use services, education, economic opportunities and other topics.
6	Agency/Group/Organization	Bissonnette Properties
	Agency/Group/Organization Type	Housing Business Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	In-person meeting with property manager of large real estate investment and property management company in Burlington. Goal for interview was understanding housing needs from perspective of large property owner who has been in business multiple years.
7	Agency/Group/Organization	BURLINGTON HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Meeting with Executive Director both one-on-one and in group conversation. Goal of meetings were collaboration with PHA, coordination of consolidated plans, and strategies for affordable housing within the City.

8	Agency/Group/Organization	Burlington Lead Program
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Meeting with manager of Burlington Lead Program. Goal of meeting was better understanding City's needs and responses to lead-based paint and other health hazards in Burlington.
9	Agency/Group/Organization	Burlington Telecom
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Written correspondence and conversation with internet provider. Goal was to understand digital access and broadband internet service availability for folks in Burlington.
10	Agency/Group/Organization	Cathedral Square Corporation (CHDO)
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Meeting with Executive Director both one-on-one and in group conversation.
11	Agency/Group/Organization	Champlain Housing Trust
	Agency/Group/Organization Type	Housing Services - Housing Regional organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Conversations with individual staff, including executive director, services director, properties director. Also participated in group conversations.
12	Agency/Group/Organization	Champlain Valley Office of Economic Opportunity
	Agency/Group/Organization Type	Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Met online with Executive Director and four leadership team members. Goal of meeting was to discuss the needs of individuals and families in Burlington including fair housing needs, preventing homelessness through back-rent payment, tax assistance, general housing needs, experiences of persons with financial poverty, food resources, services for persons who are unhoused and other community needs.
13	Agency/Group/Organization	Chittenden County Regional Planning Commission
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Met in-person with three members of the CCRPC. Goal of meeting was better understanding housing and community development needs of Burlington within a regional context.
14	Agency/Group/Organization	City of Burlington

	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management Other government - Local
	What section of the Plan was addressed by Consultation?	Market Analysis flood prone areas, etc.
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Correspondence, communication, data review with several City departments and individuals to review risks, concerns, opportunities and responses to areas and happenings of high environmental impact.
15	Agency/Group/Organization	COMMITTEE ON TEMPORARY SHELTER
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Held several in-person meetings with organization leadership. Also met with individuals in the Daystation - a daytime space for unhoused adults. Goal of meetings were to better understand the needs of people who are unhoused, understand if/what has been working well to serve households, what are Burlington's greatest needs related to experiences of homelessness and to learn about the agency's experience as a property owner and landlord.
16	Agency/Group/Organization	Department of Corrections
	Agency/Group/Organization Type	Publicly Funded Institution/System of Care Other government - State
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Met online with five staff from local correctional facility. Goal of meeting was better understanding the needs of persons existing incarceration into the community and the steps Corrections takes to ensure persons returning to community have sufficient housing and supports.
17	Agency/Group/Organization	Disability Rights Vermont
	Agency/Group/Organization Type	Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Met online with Executive Director of DRVT. Goal of meeting was better understanding the needs of persons with disabilities in Vermont. Discussion included housing and support needs for persons with disabilities.
18	Agency/Group/Organization	Five Seasons Property Management
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	In-person meeting with owner of property management company and rental properties. Goal of meeting was understanding barriers to creating more housing and housing affordability in Burlington.
19	Agency/Group/Organization	HOMESHARE VERMONT
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Met in-person with executive director of HomeShare Vermont. Goal of meeting was understanding the needs of older Vermonters and persons who may be experiencing challenges with independence in housing as well as persons who are seeking out an affordable living option.
20	Agency/Group/Organization	Howard Center
	Agency/Group/Organization Type	Services-homeless Health Agency

	What section of the Plan was addressed by Consultation?	Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	In-person meeting with 4 members of Howard Center's Street Outreach team. Goal of meeting was better understanding of the challenges and difficulties facing folks who are unhoused in Burlington. Howard Center is a designated provider of mental health and substance use services for Burlington.
21	Agency/Group/Organization	Neighborhood Planning Assembly Steering Committee
	Agency/Group/Organization Type	Planning organization Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Joined all wards Neighborhood Planning Assembly (NPA) online and CEDO staff joined in-person local NPA meetings. Goal of meetings was hearing from these representative groups as residents and interested parties about the housing and community development needs in Burlington.
22	Agency/Group/Organization	Pathways Vermont Inc.
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-homeless Services-Health
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	In-person meeting with direct service leadership team. Goal for interview was better understanding the needs of people experiencing homelessness especially persons with mental health and substance use challenges. Also visited briefly with individuals and staff in their community space that provides an alternative to traditional mental health services.
23	Agency/Group/Organization	Safe Harbor - Community Health Centers of Burlington
	Agency/Group/Organization Type	Services-homeless Services-Health Health Agency

	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	In-person meeting with Practice Manager of the Homeless Healthcare program. Goal for interview was to understand healthcare, housing and service needs for persons who are unhoused.
24	Agency/Group/Organization	Shoeless Property Management
	Agency/Group/Organization Type	Housing Business Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Phone meeting with owner of large number of residential properties in Burlington. Goal for interview was understanding housing needs from perspective of large property owner who has been in business multiple years.
25	Agency/Group/Organization	Spectrum Youth and Family Services, Inc.
	Agency/Group/Organization Type	Housing Services-homeless Services-Health
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	In person meeting with operations director and clinical director of organization that provides a variety of supports including housing and service coordination for youth and young adults experiencing homelessness. Goal for interviews were to understand number and needs of community's unaccompanied youth experiencing homelessness.
26	Agency/Group/Organization	Steps to End Domestic Violence

	Agency/Group/Organization Type	Services - Housing Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Online meeting with executive director and leadership staff person. Goal for interview was information on supports for persons who are survivors of domestic violence and the challenges and struggles faced by persons who are leaving unsafe domestic experiences. Conversation included information about DV shelter and challenges with housing availability (not enough housing), substance use and mental health needs for survivors and their household members.
27	Agency/Group/Organization	Trusted Community Voices - CEDO
	Agency/Group/Organization Type	linguistic and cultural liaisons
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Online meeting with five persons who serve as Trusted Community Voices - linguistic and cultural liaisons to several communities in Burlington. Goal of interview was information related to the housing and economic development needs of a more diverse range of Burlington residents, especially those who may not speak English as their first language or not be represented in other outreach efforts.
28	Agency/Group/Organization	Turning Point
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	In-person meeting with executive director. Goal for interview was information on supports for persons who struggle with substance use; specifically peer abstinence models.
29	Agency/Group/Organization	U.S. Committee for Refugees and Immigrants Vermont
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-homeless Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Online meeting with two staff members of USCRI. Goal of interview was information related to the housing and economic development needs of New Americans and immigrants. Discussion included needs of households which include members who are elderly and children, challenges with accessing housing, lack of large and appropriate housing, opportunities for employment that align with households responsibilities, challenges with financial poverty and other exceptional challenges faced by individuals served by USCRI.
30	Agency/Group/Organization	University of Vermont Medical Center
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Health Health Agency Publicly Funded Institution/System of Care Major Employer

	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Meeting online with Emergency Department social work lead and additional online meeting with three members of medical center team in direct service and community liaison roles. Goal of meetings were information on public health needs, needs of individuals accessing short and long-term care at the hospital (ED and in-patient), needs that are bringing people into the hospital for care, challenges with discharging from care and how to better serve community members who are accessing the hospital.
31	Agency/Group/Organization	Vermont CARES
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Online meeting with operations director of Vermont CARES. Goal of meeting was better understanding City's needs and available supports for persons with HIV/AIDS.
32	Agency/Group/Organization	Vermont Department for Children and Families
	Agency/Group/Organization Type	Services-Children Other government - State
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Online meeting with small group of providers who serve children involved with the foster care system and youth and young adults who are aging out of foster care. Goal of meeting was better understanding and identifying needs of families involved with the Department for Children and Families, children who are in foster care and young adults who are aging out of foster care services. Many served by this system of care have disabilities and housing insecurity.

33	Agency/Group/Organization	Vermont Interfaith Action
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	In-person meeting with six local faith leaders. Goal for meeting was information on community needs - highlighted areas of concern included lack of housing, displacement of people who are unhoused and camping, substance use services and safety and other needs of people in the community and persons experiencing financial poverty.
34	Agency/Group/Organization	Vermont Real Estate Cooperative, LTD
	Agency/Group/Organization Type	Housing Business Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	In-person meeting with founding board member of VREC. Goal for interview was information on affordable housing models and creative solutions for addressing housing needs, maintaining affordable housing and addressing the needs of persons experiencing financial poverty. Also representative of a growing cooperative business in the community.
35	Agency/Group/Organization	Vermont Works for Women
	Agency/Group/Organization Type	Services-Employment
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Online meeting with executive director. Goal for interview was information on employment resources for women and underserved populations.

36	Agency/Group/Organization	Veterans Administration Lakeside Clinic
	Agency/Group/Organization Type	Services-homeless Services-Health Other government - Federal
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Veterans
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	In-person meeting with person who is HUD VASH Program Coordinator, Health Care for Homeless Veterans Social Worker/Case Manager and VT VAHCS Coordinated Entry Representative & VT CoC Representative for Veterans. Communications via email and phone as well. Outcomes: Improved collaboration for needs of veterans experiencing homelessness and ongoing coordination of best practices and services for individuals in Burlington and throughout the state.

Identify any Agency Types not consulted and provide rationale for not consulting

There were no agencies not consulted in our process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Chittenden County Homeless Alliance	Shared goal of housing for everyone who is experiencing homelessness through a responsive, comprehensive and coordinated system of care.
Burlington, VT Climate Action Plan	City of Burlington	Providing a safe, comfortable living environment and sufficient housing for folks in Burlington impacted by the changing climate and persons who are moving to Burlington for its environment.
planBTV: Comprehensive Plan 2019 Update	City of Burlington	Shared goals and priorities of affordable housing, sufficient services, public facilities and infrastructure for the City's community members.
Housing for Vermonters w/Intellectual and Develop	Vermont Developmental Disabilities Council	Full title: Report: Service Supported Housing for Vermonters with Intellectual and Developmental Disabilities (I/DD) 2023 Research Brief. Consideration of housing needs and preferences for persons with I/DD in Burlington.
An Infrastructure Plan for a Sustainable City	City of Burlington	Shared goal of broadband access for all residents, management of public facilities and infrastructure to ensure resident safety and access.

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The citizen participation process can be summarized as followed:

- Citizen participation on the 2024-2028 Consolidated Plan was solicited through an online survey, meetings with more than fifty local organizations, in-person outreach to vulnerable communities, and public posters where participants were able to identify housing and community need priorities
- A public hearing was held in September 2024 to review the Consolidated Annual Performance and Evaluation Report (CAPER) and to hear any citizen input on housing and community development needs
- A notice about the availability of funds for CDBG was published online, in a local newspaper, and via direct email to nonprofits, City departments, and residents in October 2024
- An informational workshop was held for candidates
- All applications were published online for review
- The CDBG Advisory Board, comprised of residents, Mayoral appointees, and state agency representatives, held three meetings in January - March 2025 to determine funding recommendations, which were published online along with the draft Action Plan
- A public hearing was held on June 23rd, 2025 to gather input on housing and community development needs, funding recommendations, and the Action Plan. The Plan was available for public comment for 30 days. The public hearing and public comment period were advertised via local news, email, social media, and the City website.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Hearing	Non-targeted/ broad community	Public hearing soliciting feedback for the needs assessment portion of the Consolidated Plan hosted in conjunction with the City Council meeting 2/12/24.	Request for ongoing support for persons who are older and Cathedral Square Corporation. Questions regarding outreach to underserved and non-English speaking communities (CEDO shared outreach efforts including meeting with AALV, USCRI and Trusted Community Voices as well as survey translation).	All comments were accepted and considered in developing Consolidated Plan.	
2	Public Hearing	Non-targeted/ broad community	A public hearing was held in September 2024 to review the CAPER and to hear any citizen input on housing and	Focus on neighborhoods outside the Old North End where multi-unit housing developments are occurring.	All comments were accepted	

			community development needs			
3	Newspaper Ad	Non-targeted/broad community	Notice of funding availability for the 2025 CDBG Action Plan was advertised on October 30, 2024 in the Seven Days paper to the general public.			
4	Public Meeting	Nonprofits & potential sub-grantees	One workshop was held for potential sub-grantees on November 7, 2024 to offer technical assistance. Approximately 20 people attended from a variety of nonprofits.			
5	Internet Outreach	Non-targeted/broad community	The applications for CDBG funding were placed on the CEDO/City of Burlington			www.burlingtonvt.gov/157/Community-Economic-Development-Office-CE

			website. The applications remain available for view online.			
6	Newspaper Ad	Non-targeted/broad community	An ad was placed in Seven Days newspaper on June 11, 2025 as a legal notice for the public comment period and public hearing for the 2025 Action Plan			
7	Internet Outreach	Non-targeted/broad community	The 2025 Action Plan was published online on the CEDO/City of Burlington website during the public comment period. Over 100 individuals and nonprofits, in addition to the CoC, received an			www.burlingtonvt.gov/157/Community-Economic-Development-Office-CE

			email link to the Plan.			
8	Public Hearing	Non-targeted/broad community	A public hearing was held on June 23, 2025. Attendance included members of the City Council and City Staff as well as members of the public.	TBD	All comments were accepted	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

CDBG and HOME Program funding are critical for assisting the City of Burlington with addressing its needs for affordable housing and community development. The anticipated funding amounts for the remainder of the Consolidated Plan are projections based on current year awards. There are a multitude of factors that affect HUD allocations each year and future funding is uncertain.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation:	Program Income:	Prior Year Resources:	Total:		
CDBG	Public-federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$745,925	\$0	\$135,000	\$880,925	\$2,184,483	The City expects to leverage significant federal, state, local and private resources over the course of the Consolidated Plan.
HOME	Public-federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for	\$331,651.99	\$0	\$0	\$331,651.99	\$1,056,545	The City expects to leverage significant federal, state, local and private resources over the course of the Consolidated Plan.

		ownership TBRA						
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Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City anticipates leveraging additional funds and resources to support priority needs identified in this plan and satisfy matching requirements of these funds. Additional resources and approximate values over the duration of the City's Consolidated Plan (2024-2028) are listed below:

- McKinney-Vento funds under the HEARTH Act - \$6,000,000
- Lead Hazard Control Grant - \$4,301,890
- Healthy Homes Supplemental Funding - \$529,000
- Low Income Housing Tax Credits - \$15,950,000 (this is a statewide allocation)
- City of Burlington Housing Trust Fund - \$5,825,000
- Burlington Housing Authority rental subsidies - \$125,000,000

The City will meet or exceed the requirement that “contributions must total not less than 25% of funds drawn from the jurisdiction’s HOME Investment Trust Fund Treasury account in that fiscal year,” excluding funds drawn for administrative and planning costs pursuant to 24 CFR 92.207. Sources of matching funds include, but are not limited to, funds administered by the Vermont Housing and Conservation Board, the Burlington Housing Trust Fund, waiver of impact fees, and Burlington Electric Department energy efficiency grants to affordable housing projects.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City is utilizing City-owned land to house shelter pods that provide temporary housing to persons experiencing homelessness in the community. This location is within the City's NRSA and the City hopes to partner with a non-profit housing developer to build permanent affordable housing at the site in the future.

Discussion

CDBG's anticipated resources includes \$135,000 of prior year resources - 2022 funds that were originally allocated to Champlain Housing Trust's Housing Improvement Program that did not move forward. Therefore, these funds have been reallocated in the current Action Plan to fund a critical infrastructure project that will directly support a new housing project, also being executed by Champlain Housing Trust. This funding adjustment will be accurately reflected in the City's 2025 Consolidated Annual Performance and Evaluation Report (CAPER) – Report #PR26. See "Projects" section below for more details on these activities.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Create New Affordable Housing	2024	2028	Affordable Housing Homeless	City-Wide NRSA	Affordable Housing Addressing Homelessness	CDBG: \$0 HOME: \$248,738.99	Rental units constructed: 4 Household Housing Unit
2	Improve Existing Affordable Housing	2024	2028	Affordable Housing Homeless Non-Homeless Special Needs	City-Wide	Affordable Housing Addressing Homelessness	CDBG: \$0 HOME: \$49,747.80	Rental units rehabilitated: 5 Household Housing Unit
3	Public Services	2024	2028	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City-Wide	Affordable Housing Addressing Homelessness Community Services and Safety	CDBG: \$91,888 HOME: \$0	Public service activities other than Low/Moderate Income Housing Benefit: 1,369 Persons Assisted

4	Economic Development	2024	2028	Non-housing community development	City-Wide NRSA	Economic Development	CDBG: \$180,642 HOME: \$0	Businesses assisted: 208 Businesses Assisted
5	Improve Economic Opportunities	2024	2028	Non-housing community development	City-Wide	Economic Development	CDBG: \$20,000 HOME: \$0	Public service activities other than Low/Moderate Income Housing Benefit: 95 Persons Assisted
6	Improve Public Facilities and Infrastructure	2024	2028	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	City-Wide	Addressing Homelessness Affordable Housing Public Facilities and Infrastructure Improvements	CDBG: \$439,210 HOME: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 35,420 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 30 Persons Assisted
7	Planning and Administration	2024	2028	Other	City-Wide	Planning and Administration	CDBG: \$149,185 HOME: \$33,165.20	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Create New Affordable Housing
	Goal Description	During this Action Plan, HOME funds will be used for the construction of 4 new affordable housing units.
2	Goal Name	Improve Existing Affordable Housing
	Goal Description	During this Action Plan, HOME funds will be used to rehabilitate approximately 5 housing units.
3	Goal Name	Public Services
	Goal Description	During this Action Plan, CDBG funds have been allocated to Steps to End Domestic Violence-Safe Tonight which provides services and shelter to survivors of domestic violence; to Pathways-Housing First Services in Chittenden County which provides permanent housing placement along with intensive community-based services for individuals with histories of homelessness; to CVOEO-Volunteer Income Tax Assistance (VITA) which provides free tax preparation and electronic filing services for low-mod-income households; and to Vermonters for Criminal Justice Reform (VCJR) to support existing services for a specialized re-entry and recovery center and overdose prevention for people living with substance use disorders and co-occurring mental health disorders.
4	Goal Name	Economic Development
	Goal Description	During this Action, CDBG funds will be used to fund three microenterprise programs, CVOEO-Micro Business Development Program and Mercy Connections-Small Business Equity Project. Additionally, the City's business support team will provide technical assistance to small businesses and entrepreneurs.
5	Goal Name	Improve Economic Opportunities
	Goal Description	During this Action Plan, CDBG funds will be allocated to Lund's Parent Child Center and Clinical Treatment Services Program which provides childcare services, treatment, and family support for vulnerable children and families.
6	Goal Name	Improve Public Facilities and Infrastructure
	Goal Description	During this Action Plan, CDBG funds will be allocated to Champlain Housing Trust-Ravine Sewer Project that directly supports Post Apartments affordable housing project; to Dismas of Vermont to upgrade the sprinkler system at Buell Street Dismas House; and to Champlain Housing Trust for Supportive Housing at 322 St. Paul Street project.

7	Goal Name	Planning and Administration
	Goal Description	To support the capacity of the nonprofit institutional delivery structure in the City; pursue State and Federal resources in support of City initiatives; implement City planning efforts; administer community and economic development programs; and support affordable housing efforts in the City.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)

It is anticipated that HOME funds will directly assist the construction of 4 new permanently affordable units for extremely low-income, low-income, and moderate-income families and leverage other resources enabling the construction of another 16 new permanently affordable units in Burlington.

Projects

AP-35 Projects – 91.220(d)

Introduction

This part of the Action Plan provides a summary of the eligible projects and activities that will take place during the program year to address the priority needs and specific objectives outlined in the Strategic Plan. The eligible projects are associated with at least one priority need and at least one or more goals.

Projects

#	Project Name
1	Affordable Housing
2	Public Facilities & Infrastructure
3	Microenterprise/Economic Development
4	Public Service
5	Admin and Planning

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities are based on the City’s 2024 Consolidated Plan Needs Assessment, the extensive public participation process including in-person interviews and surveys directed at Burlington community partners and all Burlington residents, the City’s 2024 Strategic Plan, and the CDBG Advisory Board’s recommended awards to local non-profits.

The biggest obstacle to addressing underserved needs continues to be insufficient funding resources. The City will continue to pursue additional federal, state, and private resources but does not expect to overcome the obstacle of declining local and federal resources.

AP-38 Project Summary

Project Summary Information

1	Project Name	Affordable Housing
	Target Area	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide
	Goals Supported	Create New Affordable Housing Improve Existing Affordable Housing
	Needs Addressed	Affordable Housing Addressing Homelessness
	Funding	CDBG: \$0 HOME: \$298,486.79
	Description	To create/sustain affordable housing units through rehab and/or construction.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	<u>9 low-moderate income households:</u> HOME projects: 9 housing units (projects TBD)
	Location Description	Scattered sites – City-Wide and NRSA
2	Planned Activities	\$298,486.79 HOME projects - TBD
	Project Name	Public Facilities & Infrastructure
	Target Area	City-Wide
	Goals Supported	Improve Public Facilities & Infrastructure

	Needs Addressed	Addressing Homelessness Affordable Housing Public Facilities and Infrastructure Improvements
	Funding	CDBG: \$439,210
	Description	To repair a City sewer that directly supports Post Apartments affordable housing project; to upgrade the sprinkler system at Buell Street Dismas House; and to develop affordable housing units for people with disabilities
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Champlain Housing Trust (CHT)– Supportive Housing at 322 St. Paul Street: 10 low-moderate income persons CHT – Ravine Sewer Project: City-Wide benefit Dismas of Vermont – Buell Street Dismas House Sprinkler System: 20 low-moderate income persons
	Location Description	City- Wide
	Planned Activities	\$252,210 CHT – Supportive Housing at 322 St. Paul Street \$135,000 CHT – Ravine Sewer Project \$52,000 Dismas of Vermont – Buell Street Dismas House Sprinkler System
3	Project Name	Microenterprise/Economic Development
	Target Area	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide
	Goals Supported	Economic Development
	Needs Addressed	Economic Development
	Funding	CDBG: \$180,642

	Description	To fund three microenterprise programs: Mercy Connections Small Business Equity Project; CVOEO Financial Futures: Microbusiness Development Program; and the City's Business and Workforce Development's Microenterprise Technical Assistance Program.
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	208 low-moderate income business owners supported: Mercy Connections Small Business Equity Project: 100 CVOEO Financial Futures: Microbusiness Development Program: 80 Business and Workforce Development Microenterprise Technical Assistance Program: 28
	Location Description	City-Wide and NRSA
	Planned Activities	\$75,000 - Mercy Connections Small Business Equity Project \$70,642 - CVOEO Financial Futures: Microbusiness Development Program \$35,000 - Business and Workforce Development Microenterprise Technical Assistance Program
4	Project Name	Public Services
	Target Area	City-Wide
	Goals Supported	Public Services Improve Economic Opportunities
	Needs Addressed	Affordable Housing Addressing Homelessness Community Services and Safety Economic Development
	Funding	CDBG: \$111,888

	Description	To provide funds to Steps to End Domestic Violence - Safe Tonight, which provides services and shelter to women and children fleeing domestic violence; to Pathways-Housing First Services in Chittenden County, which provides permanent housing placements along with intensive community-based services for individuals with histories of homelessness; to CVOEO - Volunteer Income Tax Assistance (VITA), which provides free tax preparation and electronic filing services for low/mod-income households; to Vermonters for Criminal Justice Reform (VCJR) to support existing services for a specialized re-entry and recovery center for justice-involved individuals living with substance use disorder; and to Lund's Parent Child Center and Clinical Treatment Services program, which provides childcare services, treatment, and family support for vulnerable children and families
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	1,464 low-moderate income individuals: • CVOEO Volunteer Income Tax Assistance: 700 • Lund's Parent Child Center and Clinical Treatment Services: 95 • Steps to End Domestic Violence Safe Tonight: 564 • Vermonters for Criminal Justice Reform Re-entry and Recovery Center: 60 • Pathways Housing First Services in Chittenden County: 45
	Location Description	City-Wide
	Planned Activities	\$15,000 - CVOEO Volunteer Income Tax Assistance (VITA) \$20,000 – Lund's Parent Child Center and Clinical Treatment Services \$34,500 - Steps to End Domestic Violence Safe Tonight \$17,388 - VCJR Re-entry and Recovery Center \$25,000 - Pathways Housing First Services in Chittenden County
5	Project Name	Admin and Planning
	Target Area	City-Wide

Goals Supported	Planning and Administration
Needs Addressed	Planning and Administration
Funding	CDBG: \$149,185 HOME: \$33,165.20
Description	Administration funding for CDBG and HOME grants.
Target Date	6/30/2026
Estimate the number and type of families that will benefit from the proposed activities	N/A
Location Description	City-Wide
Planned Activities	To support the capacity of the nonprofit institutional delivery structure in the City; pursue State and Federal resources in support of City initiatives; implement City planning efforts; administer community and economic development programs; and support affordable housing efforts in the City.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Burlington's Neighborhood Revitalization Strategy Area was approved in January 2006 and reapproved with the 2018 Consolidated Plan. A revised NRSA was approved with the 2024 Consolidated Plan that focuses solely on Burlington’s Old North End neighborhood which includes census tract 42, the western portion of census tract 6 and the southern portion of census tract 3. The NRSA as a whole is primarily residential, with 75% of parcels being residential units. The NRSA contains 75% low- and moderate-income residents (based on HUD’s low- and moderate-income area data) with approximately 30% of the total population in the NRSA living below the federal poverty level.

Geographic Distribution

Target Area	Percentage of Funds
NEIGHBORHOOD REVITALIZATION STRATEGY AREA	32
City-Wide	68

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The rationale for allocating investments into the NRSA is based on low-and moderate-income residential density and the need to create or improve affordable housing units, the need for neighborhood facility upgrades and expansion of services, and the need for microenterprise expansion and support. These needs were considered and assessed through the City’s 2024 Consolidated Plan public participation process, the CDBG RFP response from community non-profits, and an assessment of the housing market in the area which shows a concentration of old homes in need of maintenance.

Nonetheless, CDBG and HOME resources may be directed to projects outside of the NRSA based on individual household needs and on the City’s desire to have affordable housing, economic opportunity, and a suitable living environment available to low- and moderate-income residents living throughout the city.

Discussion

Data sources – ESRI; US Census ACS 2022, 2011-2015 ACS

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

This section of the Action Plan specifies the goals for the number of homeless, non-homeless, and special needs households to be provided affordable housing within the program year.

One Year Goals for the Number of Households to be Supported	
Homeless	
Non-Homeless	9
Special-Needs	10
Total	19

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	
The Production of New Units	14
Rehab of Existing Units	5
Acquisition of Existing Units	
Total	19

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

CDBG funds will be used for Champlain Housing Trust's Supportive Housing at 322 St. Paul Street Project which will create 10 new affordable apartments for adults with disabilities. HOME funds will be used for the construction and rehabilitation of 9 affordable housing units.

AP-60 Public Housing – 91.220(h)

Introduction

Burlington Housing Authority (BHA) has successfully converted all of its housing properties to the HUD Rental Assistance Demonstration (RAD) program, meaning that there is no public housing in Burlington. Nonetheless, the City of Burlington has taken steps to support the success of BHA-owned properties in Burlington; for instance, in the last year the City has leveraged monies from its Housing Trust Fund to support security improvements at a BHA-owned property downtown.

Actions planned during the next year to address the needs to public housing

Our jurisdiction no longer has any public housing units.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

As noted, the City no longer has any public housing units. However, staff at BHA continue to support residents in various ways. They support Resident Advisory Board meetings, have sponsored a number of on- and off-site health and wellness events, and support tenant organizational initiatives at LIHTC properties.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Burlington Housing Authority is designated as a High Performer.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

In this section of the Plan, the City addresses the one-year goals and specific activities planned this program year to carry out the homeless strategy outlined in the Strategic Plan for the City's Five-Year Consolidated Plan. Activities that will address outreach, emergency shelter, transitional housing, homelessness prevention, housing placement, supportive housing and independent living are listed below and under the project section.

Goals and actions for this program year are described in the “Discussion” section.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Burlington is working to implement a ten-point action plan that addresses homelessness and recognizes housing as a human right. Much of this work is done in coordination with the Chittenden County Homeless Alliance (CCHA), a HUD-recognized Continuum of Care that aims to make homelessness rare and brief for persons in Burlington and throughout Chittenden County. The CCHA, working in collaboration with partner agencies, coordinates outreach and needs assessment efforts among persons experiencing homelessness in Burlington, and will continue this work in the upcoming program year. CCHA operates a Coordinated Entry System (CES) that models a no-wrong-door approach to accessing the CES; service providers and community partners throughout Chittenden County are Access Points to the CES (including Vermont 211 as a virtual access point), allowing individuals and families experiencing a housing crisis to be directly engaged and linked to the CES. The CES matches households experiencing homelessness with eligible services based on vulnerability, sustainability, and length of homelessness through a standardized, scored assessment. Each eligible household will be assigned a housing navigator and added to a master list of homeless households which is reviewed weekly by CES partners for housing opportunities. Currently, eligible households include HUD-defined “literally homeless” and “imminent risk” households.

Addressing the emergency shelter and transitional housing needs of homeless persons

There are a number of facilities in Burlington and neighboring communities that help to address the emergency shelter and transitional housing needs of persons experiencing homelessness.

COTS Waystation and the City’s Elmwood Community Emergency Shelter both serve single adults. COTS also operates the Firehouse and Main Street Family Shelters for households with children. Steps to End Domestic Violence (known as Steps) operates a 21-room emergency shelter serving women and children experiencing homelessness. Survivors of all genders are served through the Safe Tonight program in partnership with Economic Services. Spectrum Youth and Family Services operates a shelter for young persons experiencing homelessness. Participants are offered case management and housing search assistance to facilitate moving into transitional or permanent housing. Champlain Housing Trust (CHT)

operates a shelter in a neighboring town that provides some medical respite beds. ANEW Place offers a longer-term sober shelter in Burlington that provides guests with case management and community supports. The low-barrier shelter at Champlain Place, operated by Champlain Valley Office of Economic Opportunity (CVOEO) and CHT is currently undergoing renovations, supported in part by City CDBG funds. The State of Vermont continues to operate a limited General Assistance program that provides emergency housing to vulnerable populations.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

CCHA coordinates the implementation of a housing and service system (from outreach to housing to services) that meets the needs of individuals and families experiencing homelessness in the county. Street outreach teams, Vermont 211, and daytime shelter providers all work to connect with those experiencing homelessness and to identify their needs and required services. Housing providers aim to rapidly rehouse, stabilize, or provide housing to persons in need, while supportive services agencies provide case management and additional services. Providers serve chronically homeless persons, families with children, veterans, unaccompanied youth, and those at risk of homelessness. In response to low vacancy rates in its jurisdiction, the CoC increasingly emphasizes the importance of housing retention services, including case management. Partner agencies are also actively working with local landlords to reduce the barriers to renting to chronically homeless persons.

CoC partners work to serve specific subpopulations. For instance, each CoC program that serves children has children's advocates or specially trained staff to ensure that children's needs are met. Other partner agencies provide emergency services to youth ages 16-22 who are experiencing or at risk of homelessness, including emergency shelter and transitional housing, counseling, case management, medical services, educational planning, and employment support, among other things.

The CoC partners work with local, state, and federal organizations to combat homelessness among veterans and maintain the federal benchmarks that show veteran homelessness is brief and rare. Increased outreach to veterans at shelters resulted in an uptick in enrollment in VA care, and many veterans are now housed through VA housing programs. CDBG funds have been targeted to address emerging needs identified through the CoC. Public service funds were used to fund housing navigation for permanent supportive housing programs.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address

housing, health, social services, employment, education, or youth needs.

There are several agencies operating in Burlington that administer programs and provide services to help prevent households from becoming homeless. These include both programs that provide general assistance and those designed to support members of specific populations. Chittenden Community Action (CCA), operated by CVOEO, works with households to provide back rent, first month's rent, security deposits, or short-term rental subsidies. They also provide housing navigation services, including advocacy and referral to other support services. Additional assistance with utility bills is provided by the water resources division and Burlington Electric Department. Youth exiting foster care in Vermont have access to several supports, which provide case management and connect youth formerly in foster care with long-term rental assistance through local housing authorities. Vermont Department of Corrections (VDOC) funds transitional housing programs for individuals re-entering the community from incarceration, which assist with housing search and retention and provide support to individuals with serious mental health challenges and previous experiences of homelessness. Persons discharged from a mental health treatment program or community bed receive state-funded assistance with housing costs.

Discussion

The City has identified several goals and actions related to homeless and other special needs populations for the upcoming program year: the City will continue to fund a low-barrier shelter community located on City-owned property. Guests have access to onsite supportive services; HOME-funded rental housing development projects are required to set aside at least 20% of the total units for households exiting homelessness; CDBG funds will be used to improve resident safety at Buell St. Dismas House, which provides housing and services for individuals exiting incarceration; CDBG funding will enable several organizations to continue to provide services to vulnerable individuals and households, including persons fleeing domestic violence, households experiencing homelessness, and justice-involved individuals with histories of substance use disorder; CDBG funds will support a pilot project providing housing and supportive services for adults with intellectual and developmental disabilities.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Burlington has addressed the barriers to affordable housing under the Market Analysis and Strategic Plan sections of the 2024 Consolidated Plan. There is a limited supply of housing units at all levels of the market and a low vacancy rate exacerbates this challenge. Impacts of pandemic-era changes include an influx of new residents and a stop to new construction and rehabilitation. Other factors impacting the City's housing stock include: the age of the housing stock (one of the oldest in the nation), a high proportion of college and graduate students living off-campus, and changes in household composition - Burlington's average persons per housing unit is 2.13, below the national average of 2.51. Burlington has a significantly higher percentage of renters compared to owners and rent rates have increased significantly in recent years. Public policies that are controlled at the local level which impact the cost of housing include policies on historic preservation, lead-based paint safety practices, zoning restrictions such as minimum lot coverage, limitations on number of units, set-back requirements, height restrictions, fire-safety policies limitations, and others. Older homes need energy efficiency upgrades, lead-based paint hazard reduction, and other rehabilitation to make them safe, affordable and sustainable over the long term.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In the last several years, the City has implemented various strategies to remove or ameliorate the negative impact of public policies that serve as barriers to affordable housing, including the establishment of short-term rental regulations and zoning reforms that aim to facilitate the construction of a greater volume and variety of housing types. Upcoming and in-progress actions to further ameliorate the negative impact of public policies that serve as barriers to affordable housing include updates to the City's Inclusionary Zoning ordinance and further zoning updates to streamline the permitting process and increase allowed density. Statewide, recently passed legislation aims to reform the state permitting process and facilitate denser development in areas earmarked for growth.

Discussion:

The City of Burlington and, more broadly, the State of Vermont, recognize the need to take action to remove or ameliorate the negative impacts restrictive policies can have on affordable housing production. Recent steps have yielded some progress, although more remains to be done.

Examples include:

- Updates to the City of Burlington's zoning ordinance related to Accessory Dwelling Units (ADUs) have resulted in a modest increase in the creation of ADUs citywide.
- Statewide broadening of priority housing project exemptions from statewide permitting have resulted in the construction of several large multi-unit rental buildings in Burlington, all of which include designated affordable units.
- The introduction of an ordinance to regulate short-term rentals within the city has resulted in a reduction in the number of short-term rentals operating in the city, increasing the supply of permanent housing and significantly increased revenue for the City's Housing Trust Fund, which is invested in affordable housing projects.

AP-85 Other Actions – 91.220(k)

Introduction:

Burlington aims to spend over 95% of CDBG expenditures assisting low-and moderate-income residents. The City will continue its commitment to the preservation of affordable housing units and actions that will foster and maintain affordable housing in Burlington. In addition, the City, through the Community & Economic Development Office, will diligently work to reduce lead-based paint hazards in the homes of local residents. The activities listed in this Action Plan work to reduce the number of households in poverty; and with enhanced coordination with nonprofit partners, services will have a greater impact on this goal.

Actions planned to address obstacles to meeting underserved needs

The principal obstacle to meeting underserved needs continues to be insufficient resources. To help address this obstacle, the City will take the following actions: continue to grow the grant list and to pursue additional federal, state, and private resources; work with partners to examine obstacles such as benefits cliffs and to advocate for appropriate policy changes; encourage local agencies to deliver services in a cost-effective and efficient manner, prioritize resources to serve those most in the need, and focus on collaboration between local agencies.

Actions planned to foster and maintain affordable housing

The City is engaged in various actions to foster and maintain affordable housing, including: maintain the City's Special Assistant to end Homelessness Position to provide a single point of accountability for expanded community effort towards reducing homelessness; maintain the Elmwood shelter pods community and investigate developing permanent affordable housing at the City-owned site; invest increased City Housing Trust Fund resources into affordable housing and services for persons experiencing homelessness; continue pre-development and planning of a mixed-use Enterprise Innovation District in the South End and the redevelopment of the downtown Memorial Block area.

Actions planned to reduce lead-based paint hazards

In December 2024, the City of Burlington's Lead Program received \$4,301,890 in lead hazard control funds and \$529,000 in healthy homes supplemental funding to make other health related improvements for residents such as addressing asthma triggers, improving indoor air quality, asbestos and mold testing and abatement. From July 1, 2025 – June 30, 2026, the Burlington Lead Program plans to evaluate 34 units for lead-based paint and other health hazards, reduce lead-based paint hazards in approximately 22 housing units and reduce other health hazards in 20 housing units, conduct 12 community outreach and education events, and provide lead-safety training to approximately 80 individuals.

Actions planned to reduce the number of poverty-level families

All of the activities funded through the City's CDBG and HOME programs are ultimately directed at reducing the number of people living in poverty, providing for basic needs, or preventing individual/family poverty in Burlington. Specific details of the proposed initiatives are described in the project section of this Action Plan.

Actions planned to develop institutional structure

This program year, the City aims to:

- Effectively adapt CEDO's institutional structure to meet the needs of vulnerable populations in a challenging post-pandemic funding landscape by finding ways to implement and monitor programs more efficiently.
- Support the Chittenden County Homeless Alliance (CCHA) as it works to implement its recently adopted five-year strategic plan.

Actions planned to enhance coordination between public and private housing and social service agencies

This program year, the City aims to:

- Continue to work with CCHA to ensure that affordable housing developments in the City dedicate a percentage of units to households exiting homelessness, in partnership with Coordinated Entry.
- Develop programming to encourage private landlords, especially those who own and/or manage City of Burlington Inclusionary Zoning units, to house more tenants with rental assistance.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

This section details the specific requirements of the CDBG and HOME programs.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
---	---

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

All HOME funds are invested in a manner consistent with 24 CFR 92.205(b)(1). Specifically, HOME funds are invested in interest-bearing and non-interest-bearing amortizing loans and in deferred loans and grants.

A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

For homebuyer projects where the Program provides HOME funds for low-interest loans for eligible homebuyers to assist with down payment and closing costs on eligible two to four-unit owner-occupied properties, the Program uses “recapture” provisions per 92.254(a)(5)(ii). These loans are secured by subordinate mortgages. When properties assisted with HOME funds for this purpose are sold, transferred, or if the primary residency is violated, then the full amount of the loan plus any accrued interest is to be repaid to the Program. Only the direct subsidy (down payment assistance, closing costs, or other HOME assistance provided directly to the homebuyer and/or the difference between the fair market value of the property and the reduced sales price attributable to HOME development assistance) is subject to recapture. However, the recapture amount shall not exceed the amount available from net proceeds. The net proceeds are the sales price minus loan repayment(s) (other than HOME funds) and closing costs. If this repayment occurs during the Home Affordability Period (HAP), then the funds are not considered to be program income. If this repayment occurs after the HAP, then the funds are considered to be program income. The written agreements shall include language that makes it clear that recaptured funds after the HAP shall be considered program income.

When a property owner assisted with HOME funds for this purpose refinances their principal mortgage, the Program shall consider executing a subordination agreement upon receiving a written request with sufficient documentation on current fair market value and proposed refinancing amount. When considering such requests to subordinate its HOME mortgage, the Program shall require that the loan-to-value ratio be no greater than 100%.

A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The City's guidelines for resale and recapture follow the provisions detailed in 92.254(a)(5)(i) when HOME funds are used.

Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Multi-family projects developed by local housing organizations that receive HOME funds for rehabilitation may utilize HOME funds to refinance existing

debt, consistent with 24 CFR 92.206(b)(2).

If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

N/A

If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

N/A

If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

N/A

Discussion:

Eligible applicants for HOME funding are non-profit or other affordable housing developers who are engaged in the creation of new affordable housing projects or repair and renovation of existing affordable housing. Funding applications are accepted on a rolling basis and contact information for submitting interest is available on the City's website, by contacting housing program staff, or visiting CEDO's office in City Hall.

Overview of the 2025 Draft Action Plan

Public Hearing at City Council on the
Uses of 2025 HUD Entitlement Funds

June 23, 2025

Presented by: Christine Curtis
Senior Community Development Specialist
CEDO

Background

- The City of Burlington is allocated a certain amount of funding each year by the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs. These programs provide a principal revenue source for local communities to address the roots and consequences of poverty.
- In order for the City to access HOME and CDBG funds, CEDO must draft and submit an annual Action Plan to HUD outlining the actions and activities the City and community partners will execute to address priority needs and goals identified in the City's 5-year Consolidated Plan.
- This Action Plan covers an implementation period starting 7/1/2025 with a target completion date of 6/30/2026.

Additional Information:

- Every year, the City solicits proposals for CDBG funding from community- and faith-based organizations, non-profits, and City Departments.
- All CDBG-eligible applications are then reviewed, scored, and funding recommendations are made by the voluntary Advisory Board – consisting of NPA representatives, Mayor appointees, and a representative from the State.
- The Advisory Board makes CDBG funding recommendations for external applications only (e.g. non-profit organizations) – CEDO leadership, with Mayoral support, makes CDBG funding recommendations for internal/City Department applications.
- HOME applications are received and reviewed by CEDO housing staff and are accepted on a rolling basis.

Available Funding

- Entitlement (ENT) 2025 funds
 - CDBG: \$745,925
 - HOME: \$331,651.99
- Carryover funds from previous years
 - CDBG: \$135,000
- Total funds for 2025 Action Plan
 - CDBG: \$880,925
 - HOME: \$331,651.99

2025 CDBG – Public Service Awards

<u>Organization</u>	<u>Program Name</u>	<u>Awards for 2025 Action Plan</u>	<u>Program summary</u>	<u># of Beneficiaries served (projected)</u>
Pathways	Housing First Services in Chitt. County	\$25,000	permanent housing placement services for individuals with histories of homelessness	45 households
Vermonters for Criminal Justice Reform (VCJR)	VCJR Re-Entry and Recovery Center with Contingency Management	\$17,388	to support existing services which include overdose prevention, recovery, and other supportive services for people living with substance use disorders	60 persons
Steps to End Domestic Violence	Safe Tonight	\$34,500	emergency housing and support services for adults and children fleeing domestic violence	564 persons
CVOEO	Volunteer Income Tax Assistance (VITA)	\$15,000	free tax preparation and electronic filing services for LMI households	700 persons
Lund	Lund's Parent Child Center and Clinical Treatment Services	\$20,000	childcare services and resources for vulnerable children and families	95 persons

2025 CDBG – Development Awards

<u>Organization</u>	<u>Program Name</u>	<u>Awards for 2025 Action Plan</u>	<u>Program summary</u>	<u># of Beneficiaries served (projected)</u>
Mercy Connections	Small Business Equity Project	\$75,000	entrepreneurial and English language learning education to support the growth of small businesses in Burlington	100 persons
CVOEO	Micro Business Development Program	\$70,642	coaching, classes, and technical assistance for low-mod Burlington residents to start, sustain, and expand micro businesses	80 persons
Champlain Housing Trust (CHT)	Supportive Housing at 322 St. Paul Street	\$252,210	rehab and new construction – 10 new affordable apartments to provide supportive housing for adults with intellectual and developmental disabilities	10 persons
Champlain Housing Trust (CHT) & DPW	Ravine Sewer Project	\$135,000**	grouting old, brick sewer to ensure the stability and safety of the roadway and buildings – directly supporting the Post Apartments project	City-wide benefit
Dismas of Vermont	Buell Street Dismas House Sprinkler System	\$52,000	installation of new sprinkler and fire alarm system at Buell Street Dismas House	20 persons

**funded with carryover funds



The above organizations and programs have received CDBG grants in previous years

Proposed CDBG Funding Summary

- Public Service: \$111,888
- Development: \$484,852 (includes \$135,000 carryover funds)
- Planning and Administration: \$149,185 (capped at 20% of 2025 allocation)
- **Total: \$880,925**

2025 HOME Awards/Funding

HOME Project Category	Subtotal	Item	Amount
Affordable Housing	\$298,486.79	Affordable Housing Projects	\$248,738.99
		15% CHDO Set-Aside	\$49,747.80
Admin and Planning	\$33,165.20	HOME Administration	\$33,165.20
TOTAL	\$331,651.99		\$331,651.99

Timeline

- June 11th - Draft 2025 Action Plan posted
 - Start of the 30-day public comment period
- June 23rd – Public Hearing at City Council
 - Public comments on the Action Plan will be accepted at the Public Hearing and via email from June 11th – July 11th
- July 14th – City Council and Board of Finance Approval of the Action Plan
 - Public comment period ends July 11th
- July 15th – Submit Action Plan to HUD

Resources

- <https://www.burlingtonvt.gov/157/Community-Economic-Development-Office-CE>
- <https://www.burlingtonvt.gov/244/CDBG-Overview>
- <https://www.burlingtonvt.gov/251/Current-Applications>
- <https://www.sevendaysvt.com/legal-notices/legal-noticecity-of-burlingtonone-year-action-plan-43732318>
- www.hudexchange.info

Questions or Comments?

THANK YOU!!

For more information, or information on alternative access please contact

Christine Curtis

Community & Economic Development Office

City of Burlington

ccurtis@burlingtonvt.gov



Community & Economic Development Office

a cap on the number of permitted non-owner-occupied Short-Term-Rentals by resolution of the City Council. Section 17.12 is further amended to set forth a procedure for the granting of initial licenses on a first-come-first-serve basis, and provides applicants for initial licenses with a thirty (30) day period following submission of their application to the City Clerk to satisfy all conditions for the issuance of a license. Section 17.12 is also amended to authorize the City Clerk to maintain a waitlist of initial applicants exceeding the then-current cap set by the City Council.

For More Information

To obtain more information or provide comments, contact Jazmine Hurley at jhurley@winooski.vt.gov. A complete copy of the proposed amendment is available for inspection at Winooski City Hall, 27 West Allen Street, Winooski, VT during normal business hours.

BURLINGTON DEVELOPMENT REVIEW BOARD
TUESDAY, JULY 1, 2025, 5:00 PM
PUBLIC HEARING NOTICE

Hybrid & In Person (at 645 Pine Street) Meeting
Zoom: [https://us02web.zoom.us/j/83225696227?pwd=SG00bTd nS000Wkc3c2J4WWwldz MxUT09](https://us02web.zoom.us/j/83225696227?pwd=SG00bTd nS000Wkc3c2J4WWwldz MxUT09Webinar ID: 832 2569 6227)
Webinar ID: 832 2569 6227
Passcode: 969186
Telephone: US +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

1. ZP-25-267; 120 Depot Street (RM, Ward 3)
Andrea Trombley / Steve Trombley Proposed re-application for expired variance approval for front yard setback.
Plans may be viewed upon request by contacting the Department of Permitting & Inspections between the hours of 8:00 a.m. and 4:30 p.m. Participation in the DRB proceeding is a prerequisite to the right to take any subsequent appeal. Please note that ANYTHING submitted to the Zoning office is considered public and cannot be kept confidential. This may not be the final order in which items will be heard. Please view final Agenda, at www.burlingtonvt.gov/dpi/dr/ b/ agendas or the office notice board, one week before the hearing for the order in which items will be heard.

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. The City is also committed to providing proper access to services, facilities, and employment opportunities. For accessibility information or alternative formats, please contact Human Resources Department at (802) 540-2505.

LEGAL NOTICE
CITY OF BURLINGTON
ONE-YEAR ACTION PLAN

The City of Burlington is soliciting input in connection with the development of its 2025 One-Year Action Plan for Housing & Community Development (Action Plan), as part of federal requirements under 24 CFR Part 91.105 for planning and allocation of federal funds from Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and other U.S Department of Housing and Urban Development administered programs. The City anticipates receiving \$745,925 in CDBG entitlement funds and \$331,651 in new HOME funds to support housing, community and economic development activities for the 2025 program year (7/1/2025 - 6/30/2026).

On Monday, June 23rd, 2025 there will be a Public Hearing before the Burlington City Council to hear comments on housing and community development needs, and the draft 2025 One-Year Action Plan. More information on the City Council meeting can be found online at www.burlingtonvt.portal.civicclerk.com. The Action Plan is available online at www.burlingtonvt.gov/157/ Community-Economic-Development-Office-CE or at the Community & Economic Development Office, 149 Church Street, 3rd Floor. The public is encouraged to review the Action Plan and funding recommendations, attend the Public Hearing, and comment. Written comments will also be accepted on the Action Plan through July 11th, 2025 via email at ccurtis@burlingtonvt.gov. For more information, or information on alternative access,

contact Christine Curtis, Community & Economic Development Office, (802) 735-7002.

TOWN OF ESSEX SELECTBOARD
NOTICE OF PUBLIC HEARING
JUNE 16, 2025, 6:35 P.M.

Town Offices, 81 Main St.
Essex Jct., VT 05452 and Zoom

The Town of Essex Selectboard will hold a public hearing to discuss proposed changes to the Town's Impact Fee Ordinance: Title 3, Chapter 3.04. The meeting will be held at the Town Offices, 81 Main Street, with an option to join remotely via Zoom:

Zoom Meeting ID: 987 8569 1140; Passcode: 032060
Scan the code for the Zoom Link or login to Zoom using the ID and Passcode
Or
(toll free audio only): (888) 788-0099

The proposed amendments include the following:
• Adding a Fire Impact Fee to the list of impact fees to be assessed to new development.
• Clarifying who is responsible for the collection, accounting, reporting, and general oversight of impact fee revenues.
• Clarifying which development projects are subject to impact fees, what types of projects are exempt, at what point in the development process fees are assessed, and how fee assessments can be appealed.
The full text of the proposed amendments can be found on the Town's website at www.essexvt.gov/ ordinances.

Please direct questions to Deputy Manager Karen Adams at 802-878-1341 or Kadams@essex.org.

Tracey Delphia, Chair
Essex Selectboard

TOWN OF COLCHESTER PLANNING COMMISSION
PUBLIC HEARING

Pursuant to Title 24 VSA, Chapter 117, the Colchester Planning Commission will hold a public hearing on Tuesday, July 1, 2025 at 7 P.M. at the Colchester Town Offices, 781 Blakely Road, for the purpose of considering amendments to the Colchester Development Regulations. The proposed amendments are as follows:
a. Density Calculations [§2.04-G]
b. Replacement of non-conforming structures damaged by fire or natural disaster [§2.12-B (2)]
c. Rebuilding of Unpermitted Structures and Non-conforming Structures [§2.12-C]
d. Updates to GD3/Form-Based District [§4.03-H, Table 4-2]
i. Front setback building placement for 'A' Streets
ii. Accessory and maintenance structures
e. External PUD setback waivers [§9.07-D, Table 9-1]
f. Buffer requirements for non-residential PUDs [§9.07-D, Table 9-2]
g. Home Businesses [§10.13-B]
h. Amendments to Table A-1, Section 1.113
i. Define footprint for areas outside the Shoreland District [§12]
j. Amend definition of 'Restaurant' [§12]
k. Minor changes for purposes of clarity:
i. Amend references to minimum PUD size [§9.07]
ii. Clarify reference to accessory structures vs accessory buildings [§2.09-A]
iii. Clarify reference to lot coverage vs building coverage [Table A-2]
l. Miscellaneous formatting or other non-substantive changes:
i. Relocate standards related to home business from Definitions §12 to §10.13
ii. Relocate/co-locate standards related to variances [§2.12, §11.12]
iii. Change table labels [§4, §9]
iv. Add numbers within Table 9-1

This is a summary of the proposed changes. Copies of the adopted and proposed regulations can be found at the Town Offices at 781 Blakely Road and reviewed online at <http://www.colchestervt.gov>. To participate in the hearing, you may 1) attend in person or 2) send written comment to the Colchester Planning Commission via USPS at the address herein or via email to CathynnLaRose@colchestervt.gov.

COLCHESTER PLANNING COMMISSION

Publication date
June 11, 2025

NORTHSTAR SELF STORAGE WILL BE HAVING A
PUBLIC AND ONLINE SALE/AUCTION FOR THE
FOLLOWING STORAGE UNITS ON JUNE 26, 2025
AT 9:00 AM

Northstar Self Storage will be having a public and online sale/auction on June 26, 2025 at 9am EST at 205 Route 4A West, Castleton, VT 05735 (units C58, C138), and online at www.storage-treasures.com at 9:00 am in accordance with VT Title 9 Commerce and Trade Chapter 098: Storage Units 3905. Enforcement of Lien

Unit #	Name	Contents
C58	Susan Chapman	Household Goods
C138	Devin Bruno	Household Goods

TOWN OF BOLTON DEVELOPMENT REVIEW BOARD
AGENDA

Thursday, June 26, 2025
6:30 pm – 9:30 pm

The DRB for the Town of Bolton will meet at 3045 Theodore Roosevelt Hwy on June 26, 2025. The meeting will commence at 6:30 pm at the Bolton Clerks' Office. The meeting will also be accessible remotely by electronic means. Please join the meeting on your computer, tablet or smart phone: Town of Bolton is inviting you to a scheduled Zoom meeting.

Topic: Development Review Board

Time: June 26, 2025, 06:30 PM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/83306733077?pwd=0U2vOH0aR7onJ25Vbw43b18dP8ePho.1>

Meeting ID: 833 0673 3077
Passcode: 000305

One tap mobile
+13052241968,,83306733077#,,,,*000305# US
+13092053325,,83306733077#,,,,*000305# US

6:30 PM Introductions, Adjustments to Agenda & Public Comment

6:40 PM 2025-01-DRB Acreage Capital LLC.
Seeking a change of use permit to convert a warehouse into a 2-bedroom single family home.

7:10 PM 2024-16-DRB; FINAL SUBDIVISION REVIEW
Applicant & Property Owner: James, Kim & Jacob Kilpeck; 895 Duxbury Road., A three-lot subdivision. (Parcel #1-036.000)

7:30 PM 2024-15-DRB; FINAL SUBDIVISION REVIEW
Applicant & Property Owner: Bolton Valley Resort, 4302 Bolton Valley Access Road. A five-lot Planned Unit Development Major Subdivision with a total of 48 residential units.

9:00 PM Adjourn.

Rob Ricketson, DRB Chair

Please Note: Application materials for items on this agenda can be reviewed in advance of the meeting upon request. To obtain a copy of these materials via email, contact Zoning Administrator Susan Gulrajani: phone (802) 434-3064 x225 or via email at: zoningbolton@gmavt.net.

STATE OF VERMONT SUPERIOR COURT
PROBATE DIVISION CHITTENDEN UNIT
DOCKET NO.: 24-PR-05436

In re ESTATE of Eva C. Clough

NOTICE TO CREDITORS

To the creditors of: Eva C. Clough, late of Essex, Vermont

I have been appointed to administer this estate. All creditors having claims against the decedent or the estate must present their claims in writing within four (4) months of the date of the first publication of this notice. The claim must be presented to me at the address listed below with a copy sent to the Court. The claim may be barred forever if it is not presented within the four (4) month period.

Dated: June 9, 2025
Signature of Fiduciary: /s/ Brian S. Clough

Executor/Administrator: Brian S. Clough
42 Brigham Hill Rd., Essex, VT 05452
Phone Number: 802-233-0759
Email: bclough35@yahoo.com

Name of Publication: Seven Days
Publication Date: 06/11/2025

Name of Probate Court: Chittenden Probate Court
Address of Probate Court: 175 Main Street, Burlington, VT 05401

NOTICE OF MUNICIPAL CONDEMNATION HEARING
(NEW DATE)

PLEASE TAKE NOTICE that—pursuant to 24 V.S.A. § 2805 et seq.—the City of Winooski plans to condemn a parcel of land owned by Winooski Hotel Group, LLC. Based on municipal records, such parcel is approximately .18 acres in size; is located at 4 Winooski Falls Way in Winooski, Vermont; has SPAN number 774-246-11848; and has tax parcel ID number W1004. Pursuant to such condemnation, the City of Winooski has determined that it is necessary for public use and benefit to take the subject parcel on a temporary basis for use in construction of a bridge to replace the current Burlington-Winooski Bridge over the Winooski River. Such temporary basis will last until a project completion date of July 1, 2030, but may be extended depending on project needs. The necessity and compensation due for such condemnation will be addressed at a hearing held by the mayor and city council of the City of Winooski at 6:00 pm on Wednesday, June 25, 2025, located at 27 West Allen Street, Winooski, Vermont.

Attend in person: Winooski City Hall (27 W Allen St)

Attend online: <https://us06web.zoom.us/j/84364849328>
Attend by phone: 1 646 558 8656
Webinar ID: 843 6484 9328

TOWN OF BOLTON – REQUEST FOR BIDS:
ROAD RESURFACING PROJECT

The Town of Bolton is seeking sealed bids from qualified contractors for resurfacing work on a one-mile section of the Bolton Valley Access Road, beginning at the intersection with US Route 2. The project includes reclaiming and fine grading the roadway, followed by machine paving with a 2.5" binder course and 1.5" wearing course, and associated surface preparations, striping, and traffic control. All work must conform to the Vermont Agency of Transportation's 2018 Standard Specifications. The contract will conclude no later than October 31, 2025.

Bid documents are available from the Town Clerk's Office or at <https://boltonvt.com>. Site visits and questions must be submitted by 12:00 p.m. on Monday, June 16, 2025. Bids must be submitted in a sealed, clearly marked envelope labeled "Bolton Road Resurfacing 2025" and received by the Town no later than Thursday, June 26, 2025, at 3:00 p.m. For project-related inquiries, contact Michael Cary or Bruce Putnam at (802) 793-8605; for bid process questions, contact Town Clerk Michael Webber at (802) 434-5075 or townclerk@boltonvt.com.

TOWN OF UNDERHILL
REQUEST FOR PROPOSALS (RFP)
DEMOLITION AND SITE STABILIZATION OF FLOOD-DAMAGED RESIDENTIAL PROPERTY LOCATED AT
12 DUMAS ROAD, UNDERHILL, VT

The Town of Underhill is participating in the FEMA Hazard Mitigation Grant Program which provides funding to towns to purchase and demolish properties damaged in natural disasters. This is a federally-funded program administered by the State of Vermont Department of Public Safety. The property included in this RFP has been acquired by the Town of Underhill. The funding for this project is provided by these grants to the Town of Underhill.

This is a time sensitive project with an aggressive timeline. Asbestos abatement is complete. For more information and to review the full RFP please visit the Town of Underhill Website: <https://www.underhillvt.gov/request-proposals-rfps>

Questions regarding the project may be directed to Brad Holden, Town Administrator, 802-899-4434 Ext 7 or email bholden@underhillvt.gov

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Christine Curtis
 Public Hearing: Community Development Block Grant and HOME Investment
 Partnerships Proposed Allocations for the 2025 Action Plan for Housing & Community
 Title/Subject: Development

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council**	6/23/2025
☐	Concurrent	Click or tap to enter a date.

**This is not an approval item – public hearing only

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	6/17/2025	Brian Pine
Mayor's Office informed and approved memo	Yes	6/17/2025	Joe Magee/Erin Jacobsen
Board/Commission, if required	N/A		Click or tap here to enter text.
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	6/17/2025	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	6/17/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



To: Burlington City Council
From: Kara Alnasrawi, Director of Business & Workforce Development
CC: Mayor Mulvaney-Stanak
Chapin Spencer, Director of Public Works
Laura Wheelock, City Engineer
Re: Third Amendment to City Place ARDA 2.0

Background:

In November 2022, the City of Burlington entered into the Second Amended and Restated Development Agreement (ARDA 2.0) with Cityplace Partners, LLC (CPP) to secure the redevelopment of a portion of the property associated with the former Burlington Town Center Mall, including City-owned rights-of-way. There have since been two (2) amendments to ARDA 2.0, executed in June 2023 and February 2024 respectively.

The current development encompasses two towers (South Tower and North Tower) within the parcel designated in the original agreement. The towers are slated to be mixed-use including commercial, hotel, and housing. The housing shall include both affordable and market-rate units.

The attached Third Amendment responds to ongoing construction challenges and proposes adjustments to the project timeline and phasing, while continuing to uphold the agreement's core public benefit commitments—especially the delivery of Inclusionary Zoning (IZ) units.

Key provisions of the Third Amendment include the following:

Extension of North Tower Completion Date

The deadline for completing the North Tower is to be extended from June 30, 2026 to September 30, 2027 to account for current market conditions and delays in securing construction financing.

It should be noted, that like many major developments in Vermont and nationally, the CityPlace project has been impacted by ongoing volatility in construction markets. Inflation, interest rate uncertainty, global supply chain disruptions, and increasing costs associated with tariffs on key building materials have delayed financing and construction activities. These market conditions have affected not only this project but a wide range of construction efforts across the region.

Conditions for Temporary Certificates of Occupancy (TCOs) for the South Tower

The amendment enables the issuance of TCOs for parts of the South Tower prior to the completion of the North Tower, contingent on several safeguards:

- CPP must have entered into a TIF Construction Contract and begun vertical construction above the podium for the North Tower.
- All Inclusionary Units must remain on schedule to be completed and available in the North Tower by September 30, 2027.
- At least 20% of South Tower residential units (referred to as “South Tower IZ Reserved Units”) may be leased only through June 30, 2026, so they may serve as temporary Inclusionary Units if needed.
- If the North Tower Inclusionary Units are not completed by that time, the reserved South Tower units will be used to meet IZ requirements until the North Tower units are delivered.

The agreement permits TCOs to be issued in stages as portions of the South Tower are completed, beginning with the hotel component, followed by residential units

This amendment maintains and enforces the Inclusionary Zoning obligations originally agreed to under ARDA 2.0. Ensuring the availability of affordable housing units remains a core goal of the agreement and is especially important given Burlington’s current housing crisis and the growing need for long-term affordability in the downtown area.

Economic and Civic Benefits

The City has a vested interest in getting the South Tower operational. Activating this portion of the site will add vibrancy to the downtown core, support local businesses, and generate new property tax revenues that will help fund essential City services and contribute to the stabilization of the municipal budget. Bringing these units and commercial spaces online also sends a strong signal that the long-awaited CityPlace project is moving forward.

Affirmation of Existing Agreement

All other provisions of ARDA 2.0 remain in full effect. The City’s agreement to this extension is specific to current circumstances and does not constitute a commitment to future modifications or deferrals.

Additional Documents

3rd Amendment to ARDA 2.0
ARDA 2.0

City Council Motion:

To approve the amendments to the ARDA and authorize the Mayor of the City of Burlington to execute the Third (3rd) amendment to the CityPlace Second (2nd) Amended and Restated Development Agreement (ARDA 2.0) between the City of Burlington and Cityplace Partners LLC subject to the review and approval of the documents by the City Attorney’s Office.

Third Amendment to Second Amended and Restated Development Agreement

This Third Amendment to Second Amended and Restated Development Agreement (this “Third Amendment”) is entered into as of June __, 2025 (the “Effective Date”) by and between the **City of Burlington**, a Vermont municipal corporation (the “City”) and **Cityplace Partners, LLC**, a Vermont limited liability company (“Owner”). The City and Owner are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

Background

- A. The Parties entered into that certain Second Amended and Restated Development Agreement, dated November 9, 2022 (“ARDA 2.0”), to facilitate Owner’s development of the CPP Property and the City Property with the Revised Project.
- B. Also on November 9, 2022, the Parties entered into that certain CityPlace – ARDA 2.0 Escrow Agreement (the “ARDA 2.0 Escrow Agreement”), through which the Parties placed into escrow with the Escrow Agent (as defined therein) certain documents in connection with the implementation of ARDA 2.0.
- C. The Parties, acting through their designated representatives as provided in Section 20 of ARDA 2.0, entered into that certain Letter Agreement dated as of January 15, 2023 to memorialize the Parties’ understanding with respect to certain milestones to have been accomplished under the Agreement by such date (the “January 15 Letter Agreement”).
- D. The Parties have further amended ARDA 2.0 by First Amendment to Second Amended and Restated Development Agreement dated June 6, 2023 (the “First Amendment”) and by Second Amendment to Second Amended and Restated Development Agreement dated February 20, 2024 (the “Second Amendment”). References to ARDA 2.0 mean and refer to ARDA 2.0 as amended by the January 15 Letter Agreement, the First Amendment and the Second Amendment.
- E. The Parties now wish to again amend ARDA 2.0 to address the matters described herein.

NOW THEREFORE, in consideration of the covenants, considerations and mutual benefits set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Owner agree as follows:

- 1. Recitals / Defined Terms. The background recitals set forth above are hereby incorporated herein by reference as if the same were fully set forth herein. Any initially capitalized term used in this Third Amendment and not otherwise defined in this Third Amendment shall have the meaning provided for such term in ARDA 2.0.
- 2. Revised Project Completion Date. The Parties agree that the date by which Owner shall complete construction of the North Tower shall be September 30, 2027 instead of June 30, 2026 (as set forth in Section 7 of the Second Amendment).
- 3. Conditions to Issuance of a Temporary Certificate of Occupancy for the South Tower. In

recognition of the fact that portions of the South Tower are substantially complete and Owner is prepared to apply for one or more temporary certificates of occupancy for elements of the South Tower but that Owner has not yet closed on construction financing for the North Tower, Section 8(b) of the Second Amendment is hereby amended and restated as follows:

“b. In addition to those modifications described in Section 6 of this Second Amendment, Owner has made application for a further amendment to the Revised Project to provide an option for Owner to locate the entirety of the Inclusionary Units within the North Tower alone. It is the intention of the City to support such option under the following conditions:

- i. that such application is approved;
- ii. that one or more temporary certificates of occupancy may be issued for the South Tower on the condition that (i) Owner has entered into a TIF Construction Contract, (ii) Owner has commenced vertical construction on the North Tower above the Podium, and (iii) all of the Inclusionary Units are on schedule to be completed and available for occupancy in the North Tower no later than September 30, 2027;
- iii. that a minimum of twenty percent (20%) of the residential units within the South Tower (the “South Tower IZ Reserved Units”) be leased for a term that ends on or before June 30, 2026 so that the South Tower IZ Reserved Units will be available as Inclusionary Units as of July 1, 2026 in the event all of the Inclusionary Units are not completed and available for occupancy within the North Tower on or before June 30, 2026; and
- iv. that, in the event all of the Inclusionary Units are not completed and available for occupancy within the North Tower on or before June 30, 2026, the South Tower IZ Reserved Units are occupied as Inclusionary Units until such time, if ever, that all of the Inclusionary Units are completed and available for occupancy in the North Tower.

Temporary certificates of occupancy may be issued for the South Tower as elements of the South Tower are completed. The Parties contemplate that the first temporary certificate of occupancy will be issued for the hotel component of the South Tower, and that additional certificates of occupancy will be issued for apartments within the South Tower as they are completed.”

4. Ratification of ARDA 2.0. Any conflict between the terms of this Third Amendment and ARDA 2.0 will be resolved in favor of this Third Amendment. Except as expressly modified by the terms of this Third Amendment, the terms of ARDA 2.0 remain in full force and effect and are hereby ratified and affirmed by the Parties. Except as expressly set forth herein, this Third Amendment does not waive or modify any rights or obligations under ARDA 2.0. Owner agrees that the City’s limited agreement in this Third Amendment to extend the time for the satisfaction of certain conditions set forth in

the ARDA 2.0 will not be construed to require the City to grant any future such extension or modification.

5. Counterparts. This Third Amendment may be executed in any number of counterparts, any or all of which may contain the signatures of less than all the Parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though one originally executed document. Signatures to this Third Amendment transmitted by electronic means shall be valid and effective to bind the Party so signing.

Signature Page to Follow

In Witness Whereof, this Third Amendment is executed by the duly authorized officers or representatives of the Parties as of the Effective Date.

City of Burlington

By: _____
Emma Mulvaney-Stanak
Mayor

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

This record was acknowledged before me on June ____, 2025 by Emma Mulvaney-Stanak as Mayor and Authorized Agent of the City of Burlington.

Before me, _____
Notary Public State of Vermont
My commission expires: 1.31.27
My credential number: _____

Cityplace Partners, LLC

By: _____
David C. Farrington, Jr.
Managing Member

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

This record was acknowledged before me on June __, 2025 by David C. Farrington, Jr. as Managing Member and Authorized Agent of Cityplace Partners, LLC.

Before me, _____
Notary Public State of Vermont
My commission expires: 1.31.27
My credential number: _____

Second Amended and Restated Development Agreement

This Second Amended and Restated Development Agreement (“Agreement”) is entered into as of November, 9, 2022 (the “Effective Date”) by and between the **City of Burlington**, a Vermont municipal corporation (the “City”) and **Cityplace Partners LLC**, a Vermont limited liability company (“Owner”). The City and Owner are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

Background

- A. Owner owns certain real property depicted as Parcel 2 on a plan entitled “Lot Line Adjustment for BTC Mall Associates LLC, 101 Cherry Street, Burlington, Vermont” prepared by LATITUDES Land Surveying dated January 9, 2017, last revised January 24, 2017, consisting of 1 sheet, recorded in Map Slide 533B of the City of Burlington Land Records (the “Plan”), numbered 130 Bank Street, Burlington, Vermont, Parcel No. 044-4-033-000 (the “CPP Property”), having acquired the same by the deed of BTC Mall Associates LLC (the “Prior Owner”) recorded May 27, 2022 in Book 1668 at Page 151 of the City of Burlington Land Records. The CPP Property was formerly improved with a portion of a large retail shopping mall known as “Burlington Town Center” and a parking garage.
- B. City owns, as public right of way, certain real property depicted as Parcel 1 and Parcel 3 on the Plan by virtue of the Warranty Deed of Prior Owner to the City dated as of May 14, 2021 and recorded in Book 1595 at Page 25 of the City of Burlington Land Records (respectively, “Parcel 1” and “Parcel 3” and collectively, the “City Property”).
- C. The Burlington Town Center mall opened in 1976 under the name “Burlington Square Mall” in conjunction with 1960s-era urban renewal development in the City of Burlington. While the mall originally expanded the retail base of the City’s downtown, for several years prior to its substantial demolition, it was a chronic underperformer economically. The site is also a barrier to north-south connectivity and has precluded the growth of a vibrant street life on Bank Street and Cherry Street.
- D. The City has undertaken a community planning process known as “*planBTV – Downtown & Waterfront Master Plan*” (“PlanBTV”), which contemplates the redevelopment of the CPP Property, among other property, in a manner that would utilize the CPP Property more intensively in order to infill downtown development and provide more active street-level uses, would include a mix of affordable and market rate downtown housing, retail and services, and would also restore and/or improve connectivity to the urban grid along Pine Street and St. Paul Street.
- E. The City and the Prior Owner entered into a Development Agreement dated as of October 26, 2017, as amended by Letter Agreement dated August 27, 2018 and fully executed on September 7, 2018 (as amended, the “Original Development Agreement”) with respect to the redevelopment of the CPP Property and the City Property with a certain mixed-use project described and defined therein, which was approved by the Burlington Development Review Board (“DRB”) by findings of fact and decision for

File No. ZP17-0662CA/MA dated March 17, 2017, as modified by Judgment Order dated July 17, 2017 executed by the State of Vermont Superior Court, Environmental Division, in the matter captioned *Devonwood Investors, LLC 75 Cherry Street*, Docket No. 39-4-17 Vtec. Such DRB approval, as so modified by such order, is referred to herein as the “Original Approval”, and the project approved by the Original Approval is referred to in this Agreement as the “Original Project”.

- F. The Prior Owner demolished certain portions of the former Burlington Town Center in 2018, and no construction activity has occurred on the CPP Property or the City Property since that time.
- G. Pursuant to application made by the Prior Owner, on March 8, 2021 the DRB approved certain modifications to the Original Project (as approved, the “Revised Project”). Such DRB approval is referred to in this Agreement as the “Revised DRB Approval”. The Revised Project may be further revised through the regulatory processes consistent with and subject to the provisions of this Agreement, and as ultimately may be approved by the DRB. Zoning permit ZP21-0414CA/MA / ZP20-717 OG for the Revised Project was issued on October 26, 2021.
- H. The Revised Project includes the Private Improvements and the Public Improvements, all as subject to the terms of this Agreement. The Revised Project contemplates the development of the CPP Property and the City Property with one or more buildings collectively measuring $\pm 703,000$ sq. ft. and being no higher than 10 stories, including the following features and characteristics (all numbers are approximations and may change due to final architectural and engineering requirements):
- ± 427 residential housing units and residential amenities, including a mix of unit sizes and including both market rate and affordable (i.e., inclusionary) housing units and rental and owner-occupied units.
 - $\pm 45,000$ sq. ft. of first class retail space, designed to attract a mix of local, regional and national retailers, service providers, and restaurants.
 - $\pm 3,000$ sq. ft. community space (the “Community Space”).
 - A ± 425 space parking garage including above and below-grade parking spaces, including the provision of covered long term bicycle parking facilities.
 - Short-term bicycle parking facilities.
 - The re-establishment of St. Paul Street over the Parcel 3 right of way as a 60 foot-wide through, public street running between Bank Street and Cherry Street.
 - The re-establishment of Pine Street over the Parcel 1 right of way as a 60 foot wide through, public street running between Bank Street and Cherry Street.

- A rooftop observation deck, a portion of which is to be made available to the public, subject to the Owner’s reasonable rules and regulations and periodic, short-term closures for private rentals and events.
- I. To facilitate development of the CPP Property and the City Property with the Revised Project, the Prior Owner and the City entered into the following agreements, among others: (i) CityPlace Escrow Agreement, dated February 28, 2021 (the “Escrow Agreement”); (ii) Amended and Restated Development Agreement, dated May 14, 2021 (the “First ARDA”); (iii) Post Escrow Agreement, dated May 14, 2021 (the “Post Escrow Agreement”); (iv) Memorandum of Amended and Restated Development Agreement, dated May 14, 2021, recorded in Book 1595 at Page 42 of the City of Burlington Land Records; (v) Right of First Offer, dated May 14, 2021, recorded in Book 1595 at Page 52 of the City of Burlington Land Records; (vi) Memorandum of Agreement, dated May 14, 2021, recorded in Book 1595 at Page 47 of the City of Burlington Land Records; (vii) First Amendment to Amended and Restated Development Agreement, dated September 2, 2021 (the “First Amendment to First ARDA”); and (viii) Memorandum of Understanding and Agreement for Stormwater System Operation and Maintenance dated as of October 22, 2021. In addition, the City, the Prior Owner, and 100 Bank, LLC entered into a Memorandum of Understanding dated July 20, 2021 (the “100 Bank MOU”), providing among other things for the resolution of certain matters pertaining to 100 Bank, LLC as addressed in the First ARDA.
- J. Subsequent to the negotiation of the First ARDA, and unrelated to the First ARDA, the Vermont legislature amended certain legislation, the effect of which would allow the Parties to restructure certain of the milestones for the Revised Project as set forth in the First ARDA.
- K. To further facilitate Owner’s development of the CPP Property and the City Property with the Revised Project, the Parties now desire to amend and restate the First ARDA, as amended by the First Amendment to First ARDA, in its entirety.

Index of Definitions

“100 Bank MOU” has the meaning set forth in Recital I.

“Actual TIF Borrowing Costs” has the meaning set forth in Section 4(c)(ii)(D).

“Additional Public Improvements” has the meaning set forth in Section 2(h)(i).

“Additional Tax Parcels” has the meaning set forth in Section 4(e).

“Agreement” has the meaning set forth in the Preamble.

“Applicable Laws” has the meaning set forth in Section 1(b).

“Available TIF Amount” has the meaning set forth in Section 4(c)(i).

“BBA” has the meaning set forth in Section 4(g)(iii).

“BPD” has the meaning set forth in Section 4(g)(iii).

“CPP Property” has the meaning set forth in Recital A.

“business day” has the meaning set forth in Section 13.

“CEDO” has the meaning set forth in Section 2(f).

“City” has the meaning set forth in the Preamble.

“City Property” has the meaning set forth in Recital B.

“City Tier 1 Cap” has the meaning set forth in Section 3(h)(ii)(J)(a).

“Commence Construction of the Revised Project”, and variants thereof, has the meaning set forth in Section 1(a)(i).

“Community Space” has the meaning set forth in Recital H.

“Completion” has the meaning set forth in Section 1(a)(iii).

“Continuous and Ongoing Construction”, and variants thereof, has the meaning set forth in Section 1(a)(ii).

“DPW” has the meaning set forth in Section 4(g)(iii).

“DRB” has the meaning set forth in Recital E.

“Effective Date” has the meaning set forth in the Preamble.

“Eligible Macy’s Easement Costs” has the meaning set forth in Section 3(h)(ii)(J)(c).

“Escrow Agreement” has the meaning set forth in Recital I.

“Estimated TIF Funding Amount” has the meaning set forth in Section 4(c)(i).

“Event of Force Majeure” has the meaning set forth in Section 7.

“Expected TIF Borrowing Costs” has the meaning set forth in Section 4(c)(ii)(D).

“Final Budget” has the meaning set forth in Section 3(h)(ii)(B).

“Final Public Improvement Plans” has the meaning set forth in Section 3(b).

“First ARDA” has the meaning set forth in Recital I.

“GMT” has the meaning set forth in Section 2(g).

“Grant Funding” has the meaning set forth in Section 25.

“Grant Funding Election” has the meaning set forth in Section 25(a).

“Inclusionary Units” has the meaning set forth in Section 2(b).

“Macy’s Easement” has the meaning set forth in Section 3(h)(ii)(J)(c).

“Major Change” has the meaning set forth in Section 2(i).

“Modified Public Improvements” has the meaning set forth in Section 1(d).

“MPI Construction Contract” has the meaning set forth in Section 1(m).

“MPI Plans and Specs” has the meaning set forth in Section 1(d).

“Not to Exceed TIF Funding Amount” has the meaning set forth in Section 4(b).

“Outside PI Completion Date” has the meaning set forth in Section 1(h).

“Original Approval” has the meaning set forth in Recital E.

“Original Development Agreement” has the meaning set forth in Recital E.

“Original Project” has the meaning set forth in Recital E.

“Outside Commencement Deadline” has the meaning set forth in Section 1(k).

“Owner” has the meaning set forth in the Preamble.

“Parcel 1” has the meaning set forth in Recital B.

“Parcel 3” has the meaning set forth in Recital B.

“Party” or “Parties” has the meaning set forth in the Preamble.

“Phase” or “Phases” has the meaning set forth in Section 1(e).

“PI Scope One” has the meaning set forth in Section 3(b).

“PI Scope One Cap” has the meaning set forth in Section 25.

“PI Scope Two” has the meaning set forth in Section 3(b).

“PI Scope Two Cap” has the meaning set forth in Section 25.

“Plan” has the meaning set forth in Recital A.

“PlanBTV” has the meaning set forth in Recital D.

“Podium” has the meaning set forth in Section 1(e)

“Post Escrow Agreement” has the meaning set forth in Recital I.

“Preliminary Budget” has the meaning set forth in Section 3(h)(ii)(B).

“Prior Owner” has the meaning set forth in Recital A.

“Private Improvements” has the meaning set forth in Section 1(e).

“Public Improvements” has the meaning set forth in Section 1(d).

“Revised DRB Approval” has the meaning set forth in Recital G.

“Revised Project” has the meaning set forth in Recital H.

“Revised Project Construction Commencement Deadline” has the meaning set forth in Section 1(k).

“Targeted Job Applicants” has the meaning set forth in Section 5(b)(i).

“Temporary Construction Easement” has the meaning set forth in Section 1(m).

“TIF Borrowing Costs” has the meaning set forth in Section 4(c)(ii)(D).

“TIF Construction Contract” has the meaning set forth in Section 4(a).

“TIF Eligible Costs” has the meaning set forth in Section 3(h)(ii)(B).

“TIF Waterfall” has the meaning set forth in Section 3(h)(ii)(J).

“Waterfront TIF District” has the meaning set forth in Section 4(a).

NOW THEREFORE, in consideration of the covenants, considerations and mutual benefits set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Owner agree as follows:

1. Construction of Revised Project.

a. As used in this Agreement, the following terms shall have the meanings that follow them:

- i. “Commence Construction of the Revised Project”, and variants thereof, including as the term may be applicable to one or more Phase(s) of the Revised Project, means that Owner, or another person under a binding written contract that is entered into prior to the work taking place, commences vertical construction of one or more of the Phases of the Private Improvements. As used herein Commencement of Construction shall not be deemed to have occurred by the conduct of preliminary activities such as planning or designing, securing financing, exploring, researching, obtaining permits, licensing, conducting surveys, environmental and engineering studies, clearing a site, test drilling to

determine soil condition, excavation to change the contour of the land, or the construction of roads, fencing, and buildings that are not an integral part of the Public Improvements or the Private Improvements but are to be used primarily in support of construction of the Public Improvements or Private Improvements, provided, however, that with respect only to the Podium Phase of the Revised Project, Commencement of Construction of the Revised Project will be deemed to have occurred by the conduct of below-grade activities such as excavation for and installation of all under slab utilities and drainage; excavation, forming and placement of concrete footings; forming and placement of concrete foundation walls; and associated insulation and water proofing.

- ii. “Continuous and Ongoing Construction”, and variants thereof, including as the term may be applicable to one or more Phase(s) of the Revised Project, means that work qualifying as Commenced Construction of the Revised Project shall, once commenced, proceed without material interruption to Completion excepting only delays in performance resulting from an Event of Force Majeure. Customary pauses in construction activities on account of non-working hours, weekends, holidays, unforeseen conditions, transitions between construction activities, and transitions between Phase(s) of the Revised Project shall not be deemed a “material interruption” as such term is used in the previous sentence. Notwithstanding the foregoing, the failure of Owner to Commence Construction of one or more of the building tower Phase(s) of the Revised Project (i.e. a Phase subsequent to the Podium Phase) on or before July 31, 2023 shall be deemed a “material interruption” in Continuous and Ongoing Construction of the Revised Project.
- iii. With respect to construction of the Revised Project, the term “Completion”, and variants thereof, means that a Unified Certificate of Occupancy (or its functional equivalent at the applicable time, which may include a temporary certificate of occupancy) has been issued by the City for the respective Phase(s) of the Revised Project.

b. The City agrees to cooperate in good faith with Owner to facilitate the timely development of the Revised Project in accordance with this Agreement, the Revised DRB Approval, and all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, zoning requirements, permits, licenses, authorizations, and requirements of all governments, departments, commissions, boards, courts, authorities and agencies of competent jurisdiction acting within the scope of their authority which now or at any time hereafter may be applicable to the Revised Project (collectively “Applicable Laws”). The City agrees to cooperate in good faith with Owner to join in any application to the State of Vermont for a public water supply infrastructure permit if the City’s involvement is required by the State of Vermont, and to join in any other permit application to the State of Vermont if the City’s involvement is required by the State of Vermont for such permit. Except for the Public Improvements, Owner agrees that it shall have no right to make any improvements to be made on the City Property without the City’s prior written consent.

- c. Reserved.

d. Subject to the terms and conditions of this Agreement, Owner shall construct certain public improvements as described in this Agreement, including the re-establishment of St. Paul Street as a 60-foot-wide through, public street running between Bank Street and Cherry Street and the re-establishment of Pine Street as a 60-foot wide through, public street running between Bank Street and Cherry Street, together with the “activation” (as such term is described in Section 2(h)(i) of this Agreement) of the north side of Bank Street and the south side of Cherry Street, in each case between St. Paul Street and Pine Street, all as further described in this Agreement (collectively, the “Public Improvements”). The Public Improvements shall be constructed on the City Property and within City right-of-way along the north side of Bank Street and the south side of Cherry Street, in each case between St. Paul Street and Pine Street. The Public Improvements constructed on the Parcel 1 right of way will re-establish the segment of Pine Street running between Bank Street and Cherry Street. The Public Improvements constructed on the Parcel 3 right of way will re-establish the segment of St. Paul Street running between Bank Street and Cherry Street. For additional clarity, as provided in Section 2(h)(i) the City has completed the design of the streetscape within the north side of Bank Street and the south side of Cherry Street, in each case between St. Paul Street and Pine Street; Owner’s obligation is to construct the “activation” of such areas as part of the Public Improvements.

Exhibit C-1 attached hereto sets forth those components of the Public Improvements that would become the scope of work to be performed under the MPI Construction Contract (the “MPI Plans and Specs”). Such work (the “Modified Public Improvements”) generally consists of all below-grade work shown on the Final Public Improvement Plans, plus at-grade road and concrete sidewalks (or, by subtraction, all of the improvements shown on the Final Public Improvement Plans excepting granite, landscaping, and street furniture).

e. The “Private Improvements”, as such term is used herein, consist of the Revised Project other than the Public Improvements. Owner may construct the Private Improvements in up to four (4) phases (each, a “Phase”, together, the “Phases”), subject to the timelines set forth in Section 4 of this Agreement, the Revised DRB Approval and Applicable Laws. The four Phases consist of (i) the common garage and first floor superstructure (the “Podium”), and (ii) each of the three building towers to be constructed atop the Podium.

f. Reserved.

g. Reserved.

h. Owner shall complete the Public Improvements and deliver the same to the City in connection with the corresponding Phases of construction of the Private Improvements, provided that the entirety of the Public Improvements must be completed and delivered to the City no later than November 1, 2025 (the “Outside PI Completion Date”), as the same may be extended for Events of Force Majeure. Notwithstanding the foregoing, the Outside PI Completion Date may be extended with respect to any portion of the Public Improvements to be delivered in connection with a Phase of the Revised Project being constructed by a non-profit affordable housing provider due to delay(s) beyond June 1, 2023 in such housing provider obtaining financing approvals and/or grant funding for such Phase of the Revised Project, provided that in no event will the Outside PI Completion Date be extended beyond November

1, 2026 with respect to such portion of the Public Improvements. Owner shall deliver the activated streetscapes of the north side of Bank Street and the south side of Cherry Street concurrent with the delivery of the respective Phase of construction to which such activated streetscapes are adjacent and as provided in this Section.

i. The Owner shall, at the time of conveying Public Improvements to the City, also convey to the City, and the City shall acquire from Owner, all applicable warranties from Owner's contractors, subcontractors and material suppliers relating to the Public Improvements being conveyed. Prior to the City's acceptance of the Public Improvements, Owner shall comply with the requirements of the Revised DRB Approval and any permits issued for the Revised Project by the City's Department of Public Works. Reference is made to that certain Memorandum of Understanding and Agreement for Stormwater System Operation and Maintenance by and between the City and the Prior Owner dated as of October 22, 2021.

j. Owner agrees that prior to Commencing Construction of the Podium Phase and each subsequent Phase of the Revised Project, Owner shall provide the City with a copy of a construction contract which (i) contains a guaranteed maximum price to construct (A) the respective Phase(s) of the Revised Project that are subject to such construction contract and (B) with respect to the next Phase of the Revised Project following the Podium Phase, the entire scope of the Public Improvements consistent with the Final Budget, (ii) is secured by payment and performance bonds for the benefit of the construction lender, a completion guaranty for the benefit of the construction lender or another customary and commercially reasonable form of financial surety reasonably satisfactory to the City, and (iii) with respect to the next Phase of the Revised Project following the Podium Phase, includes an allowance for the Public Improvements that is consistent with the Final Budget. Owner further agrees that at least 30 days prior to the commencement of construction of the Public Improvements, Owner shall provide the City with a commercially reasonable performance guaranty for the benefit of the City, to the City's reasonable satisfaction. The Parties agree that Owner's satisfaction of Condition 13 of the Revised DRB Approval will fulfill Owner's performance guaranty requirements for the Public Improvements as set forth in the previous sentence, and the City agrees that in connection therewith the City will release of record that certain Guaranty of Completion dated November 16, 2017 and recorded in Deed Book 1378, at page 164 of the Burlington Land Records.

k. Notwithstanding anything to the contrary in this Agreement, Owner shall Commence Construction of the Podium Phase of the Revised Project on or prior to December 13, 2022 (the "Revised Project Construction Commencement Deadline"), provided, however, that the Revised Project Construction Commencement Deadline will be extended one day for each day during which an Event of Force Majeure occurs and is ongoing. Notwithstanding the foregoing, and notwithstanding the actual duration of any Event of Force Majeure, in no event will the Revised Project Construction Commencement Deadline be extended beyond June 30, 2023 (the "Outside Commencement Deadline").

l. Notwithstanding anything to the contrary in this Agreement, the Owner agrees that once Owner has Commenced Construction of the Revised Project, Owner shall diligently prosecute Continuous and Ongoing Construction to Completion.

m. Certain Remedies. If Owner (i) fails to Commence Construction of the Revised

Project on or prior to the Revised Project Construction Commencement Deadline, (ii) fails to maintain Continuous and Ongoing Construction of the Revised Project from and after having timely met its obligation to Commence Construction until Completion, and/or (iii) fails to timely complete and deliver the Public Improvements pursuant to Section 1(h), the City may elect the following in response: (A) to issue a notice to proceed under that certain construction contract attached hereto as **Exhibit C** (the “MPI Construction Contract”), and/or (B) to terminate that certain Temporary Construction Easement by and between the City and Owner with respect to the City Property dated May 14, 2021 and recorded in Book 1595 at Page 31 among the City of Burlington Land Records (the “Temporary Construction Easement”). Furthermore, if any of the events described clauses (ii) or (iii) above arise and, at such time, construction of the Public Improvements has proceeded beyond the scope of the work that is subject to the MPI Construction Contract, then, in addition to the City’s rights set forth in clauses (A) and (B) above, the City may also seek other remedies as may be available at law or in equity to compel the completion of the full scope of the Public Improvements and/or to reimburse the City for its cost to complete the same. The City’s rights in response to the failure of the Owner to meet one or more of the conditions set forth in clauses (i), (ii), and/or (iii) above shall be in addition to the City’s rights under Section 4 of this Agreement. Except in connection with the enforcement of the City’s remedial rights provided in this Section 1(m), and without limitation to the City’s rights under Section 4 of this Agreement, the City shall have no other remedies at law or in equity in response to the failure of the Owner to meet one or more of the conditions set forth in clauses (i), (ii), and/or (iii) above. Notwithstanding anything herein or in the MPI Construction Contract to the contrary, Owner may delay delivery of the above-grade portions of the work that is subject to the MPI Construction Contract to be constructed from the back of the curb into the site for a six (6) month period commencing on the Revised Project Construction Commencement Deadline if, within that six (6) month period, Owner has Commenced Construction of one or more of the building tower Phase(s) of Revised Project (i.e. a Phase subsequent to the Podium Phase), in which event Owner shall deliver such above-grade improvements from the back of the curb into the site consistent with the scope and other requirements of the Public Improvements hereunder. If Owner has not Commenced Construction of one or more of the building tower Phase(s) of Revised Project (i.e. a Phase subsequent to the Podium Phase) within such six-month period, then Owner shall deliver all above-grade work that is the subject of the MPI Construction Contract no later than the date that is six (6) months after the Revised Project Construction Commencement Deadline.

2. Certain Revised Project Features; Additional Public Improvements.

a. Sustainability. In addition to incorporating the Public Improvements and the Private Improvements, Owner agrees that: (i) the final plans and design for the Revised Project will accommodate and support alternative forms of transportation, including the use of bicycles, car-sharing, mass transit and other measures as may be approved in the Revised DRB Approval; (ii) the final plans and design for the Revised Project will include the installation of rooftop solar photovoltaic electric generation infrastructure as may be approved in the Revised DRB Approval, subject to Owner’s receipt of regulatory approval from the Vermont Public Utility Commission (if required) and to Owner’s entry into a reasonably acceptable interconnection agreement with Burlington Electric Department; (iii) the Revised Project will be built consistent with the requirements of ZA-16-14, Section 4.5.8(c)(6)(A), and will strive to achieve the energy reduction goals outlined in the “Architecture 2030 Challenge,” to the extent applicable to new

construction, and shall provide the City, upon written request from the City, with periodic updates regarding such efforts; (iv) Owner will work with Burlington City Arts on final plans and designs for public art installations in public spaces in the Revised Project, and the final plans and design for the Revised Project will incorporate City-approved public art installations that are reasonably satisfactory to the Owner and at no additional cost to Owner; and (v) the final plans and design for the Revised Project will incorporate accessibility features in accordance with Applicable Laws, and will also use reasonable efforts to incorporate so-called “universal” design standards which, if implemented, would facilitate all-ages accessibility to the Revised Project and which are consistent with the Revised DRB Approval.

Further, Owner acknowledges that it is the Owner’s intention that the Revised Project will be designed to minimize the use of fossil fuels to the greatest extent practicable and Owner intends to incorporate into the Revised Project a renewable primary heating system sized to meet at least 85 percent of the Revised Project’s heating load. To that end, Owner shall utilize good faith reasonable efforts, including providing funding for detailed engineering design, for such system to be fueled by either (i) electricity (which may include ductless heat pumps, geothermal heat pumps, Variable Refrigerant Heat Pumps, Air to Water Heat Pumps), or (ii) efficient central wood pellet or woodchip boiler or furnace. Notwithstanding the foregoing, if despite Owner’s good faith efforts, Owner reasonably determines that such system cannot be fueled in either manner described in clauses (i) or (ii) above because doing so would add material cost to the Revised Project, be technically incompatible with the Revised Project, or cause delay to the Revised Project then, after providing a letter to the City substantiating Owner’s determination, Owner may instead utilize a conventional heating system that satisfies efficiency standards and Applicable Laws in effect and applicable to the Revised Project.

b. Housing. Subject to the terms of the Revised DRB Approval, the Revised Project will include 424 residential housing units; however, the final unit count is subject to the Revised DRB Approval, including regarding final construction drawings and as-built design, which may alter the unit count number. Owner intends to provide a mix of housing unit sizes, designs, and costs meant to attract a mix of tenants as contemplated in PlanBTV. Twenty percent (20%) of the total units in the Revised Project (rounding up to the nearest whole unit), shall be inclusionary units in conformity with the City’s Inclusionary Zoning Ordinance (“Inclusionary Units”). Owner agrees that to the extent that Revised Project amenities are made available to the residential units, they shall be equally available to both the market-rate and affordable units on the same terms and conditions. Owner intends to provide housing primarily as rental units but may offer some units for sale. Owner agrees to provide the City with an opportunity to review and comment on the unit type and the unit size mix for the residential component of the Revised Project, as well as the unit location for the inclusionary housing units and the mix of rental and any ownership units, for conformity with the goals of PlanBTV, provided that Owner shall have complete discretion and shall retain final control over such issues. Nothing contained herein limits the availability of housing units in the Revised Project for occupancy by individuals, including, without limitation, those who may be pursuing full or part time higher education, seniors or work force members.

Nothing in this Agreement or this Section is intended to waive or reduce the obligations of Owner under Article 9 of the City of Burlington Comprehensive Development Ordinance, which is entitled “Inclusionary and Replacement Housing”. It is the intent of the Parties to this

Agreement to support Owner in meeting its obligations under this Section 2(b) and under Article 9 through the transfer of one of the Phases of the Revised Project for ownership and development by a non-profit affordable housing provider of an approximately 85-unit affordable housing project that would meet acute affordable housing needs, exceed the number of units Article 9 would require, and establish rents in a material number of units that are more deeply affordable than what Article 9 would require. If upon review by the City's Housing Trust Fund Manager, which review may include the review of relevant floorplans, residential units, bedroom counts, and residential unit sizes to be contained in all phases of the Revised Project, and such other relevant information as the City's Housing Trust Fund Manager shall reasonably request, all as such information is provided by Owner, the City's Housing Trust Fund Manager, upon advice by the City Attorney, determines that the foregoing statement of the Parties' intent with respect to the Inclusionary Units would require an amendment to Article 9 in order to implement, the City shall notify the Owner of the same and, in such event, the City, acting through the Office of the Mayor, shall use diligent, good faith efforts to submit, or cause to be submitted, in writing to the City Planning Commission such an amendment, and thereafter to obtain final legislative approval of such an amendment. Owner acknowledges and agrees that only the Burlington City Council and Planning Commission have the authority to adopt such an amendment, which must occur in accordance with Applicable Laws. Notwithstanding anything to the contrary, the City makes no representation whatsoever as to the likely outcome or timing of such an amendment, and nothing in this Agreement shall prejudice the City Council's and/or the Planning Commission's right to enact or not to enact such an amendment.

c. Workforce Housing. In addition to the affordable, or inclusionary, housing to be included as a component of the Revised Project, Owner shall endeavor to develop some "workforce housing" as part of the residential component of the Revised Project, "workforce housing" being that which targets households with incomes between 80% to 120% of the median income for the Burlington/South Burlington MSA, adjusted for household size, and it being understood that these voluntary efforts on the part of the Owner shall create no new legal obligation to create or maintain such housing.

d. Low Income Housing Tax Credits. The City agrees to use its diligent, reasonable and good faith efforts to support Owner's efforts to apply for and obtain finance subsidies and Low Income Housing Tax Credits that are normally available from either the State of Vermont or the U.S. government to qualified Vermont development projects that include Affordable Housing and/or Work Force Housing, such as that which the Revised Project intends to offer.

e. Burlington Telecom. Owner agrees to afford Burlington Telecom the same opportunity to bid on the installation and provision of services to the Revised Project as Owner affords to other providers of the services offered by Burlington Telecom. Owner agrees to use reasonable efforts to utilize Burlington Telecom residential and commercial services if such services are available to the Revised Project on the timeline described herein and such services are available on terms and conditions that are competitive with other similar services on a commercial and residential basis and otherwise are satisfactory to the Owner.

f. Community Space and Rooftop Observation Space. Owner agrees to include the development of the Community Space as part of the Revised Project. The Community Space shall be available for use by community and/or civic groups during normal business hours and

pursuant to rules and regulations adopted by the Owner. The Parties agree that the Community Space may be located within an indoor portion of the rooftop observation deck. Otherwise, the Owner shall locate the Community Space elsewhere on the Owner's Property, as determined by the Owner in the Owner's sole discretion. Owner will work with the City to determine how the Community Space will be designed and programmed. The City, acting through its Community and Economic Development Office ("CEDO"), will work with Owner to develop programs and uses for the Community Space that will optimize its use for the benefit of the residents of Burlington. The rooftop observation deck shall be generally open to the public daily during normal business hours except for those times when it has been used or rented for private events, shall be made available for use by non-profit and educational organizations at discounted rates, and shall include gender-neutral restrooms for use by the public during those times when it is open to the public. The use of the rooftop observation deck shall at all times be subject to the Owner's rules and regulations, including those relating to fees and charges for its rental.

g. Parking and Transportation. Owner will work with Chittenden Area Transportation Management Association (CATMA) and Green Mountain Transit ("GMT") to optimize the interplay between the transportation services that such organizations offer and the parking component of the Revised Project. Owner shall install and implement parking garage safety measures including pervasive and adequate lighting subject to and consistent with Condition 2(c) of the Original Approval, as it may be amended, modified, replaced or superseded in the Revised DRB Approval, and a comprehensive security camera system that includes cameras at entry and exit points (including elevators) and in stairwells. Owner shall also install signage that reminds people not to leave valuables in vehicles. Parking garage stairways and elevators shall be well-lit.

h. Additional Public Improvements.

- i. Apart from the Public Improvements to be provided by Owner as provided in this Agreement, the City may implement the "activation" of segments of (A) Bank Street between Church Street and St. Paul Street (including the north and south sides of the street), (B) Cherry Street between Church Street and St. Paul Street and between Pine Street and Battery Street (in each case including the north and south sides of the street), and (C) the north side of Cherry Street and the south side of Bank Street, in each case between Pine Street and St. Paul Street (collectively, the "Additional Public Improvements"). As used in this Agreement, "activation" of street segments means to include a high level of street design including sidewalks within the public right of way (which may be wider than those currently in place), street trees, pavers, street lighting, storm water features, sub-surface utilities and infrastructure. To achieve a consistent and holistic design, the City will be responsible for designing all Additional Public Improvements as more particularly described in this Agreement. For additional clarity, the City has completed the design of the streetscape within the north side of Bank Street and the south side of Cherry Street, in each case between St. Paul Street and Pine Street, and Owner's obligation is to construct the "activation" of such areas as part of the Public Improvements.

- ii. The City shall have the right and option to construct some or all of the Additional Public Improvements using funds available within the Available TIF Amount or using other funding sources, in its discretion.

- i. Major Changes. A change to the Revised Project that would conflict with or be inconsistent with the provisions of this Agreement or Owner's obligations hereunder shall be considered a "Major Change." Owner shall not make a Major Change to the Revised Project without the prior consent of the City in its sole discretion. Owner shall retain the right in its sole discretion to make changes to the Revised Project that are not Major Changes.

3. Public Improvements and Additional Public Improvements.

- a. Owner shall, subject to and in accordance with the application of the reimbursement provisions described in Section 4 of this Agreement, construct the Public Improvements as a component of the Revised Project prior to the Outside PI Completion Date.

- b. Owner has completed 100% design plans and specifications for the Public Improvements, a schedule of which is attached hereto as Exhibit A (the "Final Public Improvement Plans"). In furtherance of the Grant Funding opportunity set forth in Section 25 of this Agreement, the Parties agree to work cooperatively in good faith to split the Final Public Improvement Plans into two (or more) parts no later than January 15, 2023 and to identify specifically which portions of the Public Improvements will be constructed and delivered with each Phase of the Revised Project. The first part (the "PI Scope One") will describe certain underground portions of the Public Improvements that Owner will construct regardless of whether or not the City makes its Grant Funding Election as provided in Section 25. The second part (the "PI Scope Two") will describe the balance of the Public Improvements that Owner will construct unless the City makes its Grant Funding Election as provided in Section 25 (in which event the City would construct).

- c. Owner will bid work pursuant to the Final Public Improvement Plans in accordance with the requirements of this Agreement, and the PI Scope One will be bid separately from the PI Scope Two. The City will review the bids against the Final Budget. The City may value engineer the work to the reasonable satisfaction of the City and Owner.

- d. If the City elects to proceed with Additional Public Improvements, the City will coordinate the design and construction of the same based upon the Final Public Improvement Plans. In the event changes to the Final Improvement Plans and/or the Public Improvements are required to accommodate the Additional Public Improvements, Owner will cooperate with the City (at no material cost to Owner) to provide for such changes.

- e. The scope of Public Improvements includes alternatives, as directed by the City, and at the City's cost (which may be reimbursable to the City to the extent there are funds available under the TIF Waterfall), for offsite improvements required in connection with the City's payment to acquire necessary rights from the owners of 100 Bank Street, 150 Bank Street, and 77 Pine Street.

- f. Reserved.

g. Owner shall construct the Public Improvements prior to the Outside PI Completion Date. Owner will be required to obtain encumbrance and/or excavation permits prior to performing any such work so that work within the public right-of-way will be properly regulated.

h. Construction of Public Improvements. The following provisions shall apply to the design, development and construction of the Public Improvements:

i. Design. Design of the Public Improvements is addressed in Sections 3(a) – 3(g) above. City staff, employed by the executive branch of municipal government including by CEDO and DPW, shall be authorized to review and approve the design plans and specifications, construction plans, bid packages and budget contemplated by this Agreement.

ii. Bidding and Budget.

A. No material deviations from the Final Public Improvement Plans may be made without the written prior approval of the City. Owner shall notify the City in writing of any and all proposed changes in the plans and specifications, and such changes must have the prior written approval of the City before they may be implemented, provided that the City shall act in a timely and reasonable manner with respect to any such changes proposed by the Owner. The City's approval will be considered reasonably withheld if a proposed change would cause the City to have to revise its plans for Additional Public Improvements or would add to the cost of any Additional Public Improvements, provided that the City will cooperate in good faith with the Owner to accomplish such changes if the City is reimbursed for the cost of design and/or construction changes through the TIF Waterfall or otherwise.

B. A preliminary budget with respect to the Public Improvements is attached as **Exhibit D** hereto (the "Preliminary Budget"). The Parties agree that the Preliminary Budget will require revision, is likely to include revised amounts for line items as well as additional line items, and is not conclusive. The Parties agree to work cooperatively in good faith to mutually agree upon a final budget (the "Final Budget") no later than January 15, 2023. If necessary in furtherance of the Grant Funding opportunity set forth in Section 25 of this Agreement, the Parties agree to work cooperatively in good faith to make separate allocations in the Final Budget for the PI Scope One and the PI Scope Two. The Final Budget will not exceed the Estimated TIF Funding Amount. The Final Budget will identify anticipated TIF Eligible Costs and the anticipated allocation and distribution of TIF Eligible Costs according to the TIF Waterfall. The Final Budget will include

those TIF Eligible Costs that Owner or Prior Owner has incurred or anticipates incurring after September 5, 2020. The Final Budget may include and/or be modified, as agreed by the Parties, if and as the Final Public Improvement Plans may be modified as provided in this Agreement and/or if Owner provides, prior to January 15, 2023 time being of the essence with respect thereto, documentation to the reasonable satisfaction of the City, of TIF Eligible Costs incurred by Prior Owner prior to September 5, 2020. The Final Budget, as it may be so amended, shall not exceed the Available TIF Amount and will include all costs for which Owner and City will be reimbursed pursuant to the TIF Waterfall, subject and pursuant to Section 4 of this Agreement, including all of the following related to the Public Improvements and any Additional Public Improvements as agreed upon: design costs; predevelopment costs and expenses; financing expenses; demolition costs; hard construction costs; soft construction costs; construction management fees and costs; insurance expenses; permitting costs; legal fees; environmental remediation costs; costs to equip the Public Improvements and Additional Public Improvements; costs of commissioning and installing public art within municipal rights-of-way; costs of acquiring property rights of third parties who own adjacent properties or properties contiguous with the rights-of-way where the Public Improvements and Additional Public Improvements will be constructed; other associated and related costs described in Question 4 of the November 8, 2016 municipal ballot; and the City's associated and related costs (collectively, the "TIF Eligible Costs"); subject to the understanding that the City will only reimburse costs and expenses in accordance with Applicable Laws and Section 4 of this Agreement and that TIF Eligible Costs shall be subject to and allocated and distributed between Owner and City in accordance with the TIF Waterfall. The Parties recognize that as the Public Improvements may be designed and performed in Phases, the Parties may prepare and/or agree upon a Final Budget for specific Phase(s) before a Final Budget covering all aggregate Public Improvements has been prepared/completed. Accordingly, although the Final Budget contemplated by this Agreement refers to the overall budget for the Public Improvements, as appropriate given the context, the term Final Budget may be construed to refer to particular Phase(s) of the Public Improvements.

- C. The project contingency included in the Final Budget shall not exceed 15% of the direct cost to construct the Public Improvements.
- D. In bidding the work, Owner shall obtain at least three bids from unrelated contractors for each element of the Public Improvements

(unless the City agrees otherwise), isolate those costs for which Owner intends to seek reimbursement from the City and require quantity and unit costs to facilitate the Parties' ability to determine whether such costs are properly reimbursable in accordance with this Agreement.

- E. Owner shall provide the City with all of the bids submitted from all contractors and subcontractors for the City's review and approval prior to accepting any particular bid. All bids selected will be mutually agreeable. If Owner desires to accept a bid that was not submitted by the lowest bidder, Owner shall provide the City with a written explanation for its preference.
- F. If Owner's general contractor intends to perform any work using its own forces without bidding such Public Improvements, then the cost to perform Public Improvements using the general contractor's own forces must be within 5% of the amount stated in the Final Budget, as agreed upon by the Parties, to perform the Public Improvements.
- G. The City shall have the right to have a third-party review any of the bids at its expense, provided that such review does not delay the Revised Project and the City shall not be entitled to reject any bid that is equal to or less than the amount reflected in the Final Budget.
- H. The Parties will use the winning bids as necessary to refine the Final Budget for the Public Improvements.
- I. The City reserves the right to modify the plans and specifications that describe the Public Improvements and adjust the scope of the Public Improvements in response to the bids so long as such modifications do not delay the Owner's timeline for the Revised Project or otherwise increase the unreimbursed costs of the Revised Project to Owner.
- J. Funds available under the Available TIF Amount to reimburse TIF Eligible Costs, subject to Section 4 of this Agreement, shall be allocated and distributed according to the following waterfall (the "TIF Waterfall"):
 - a. Tier 1, to reimburse the City for the City's TIF Eligible Costs for Public Improvements and Additional Public Improvements up to a cap of \$750,000, plus the amount of the City's payment to 100 Bank, LLC to acquire necessary rights to construct the Public Improvements on Parcel 1 and Parcel 3 and to use and enjoy Parcel 1 and Parcel 3 as

public right of way, as further provided in Section 4(g)(i) below (the “City Tier 1 Cap”). The City reserves the right to reimburse Owner for some or all of Owner’s TIF Eligible Costs from a source of funds other than the Available TIF Amount. In such event, the City’s Tier 1 Cap shall increase by one dollar for every dollar so paid to Owner by the City.

- b. Tier 2, to reimburse Owner for Owner’s TIF Eligible Costs in connection with any completed and delivered Public Improvements incurred on or after September 5, 2020.
- c. Tier 3, to reimburse Owner for Owner’s Eligible Macy’s Easement Costs. As used herein, “Eligible Macy’s Easement Costs” means the lesser of (a) one-half the value of the Macy’s Easement as timely appraised by an independent third party appraiser paid for by Owner as approved by the City, or (b) \$1,250,000. As used herein, the “Macy’s Easement” means those easement rights set forth in the Construction, Operation and Reciprocal Easement Agreement dated December 29, 1999, recorded in Book 643, page 96 of the Burlington Land Records that encumber the CPP Property and the City Property. Owner shall have until January 15, 2023 to complete, to the reasonable satisfaction of the City, the appraisal of the Macy’s Easement, time being of the essence with respect thereto, and following which time there shall be no Eligible Macy’s Easement Costs.
- d. Tier 4, any remaining amount of the Available TIF Amount shall be allocated and distributed in a ratio of 60% to 40%, (i) with 60% of such amount allocated and distributed to the City to pay for any Additional Public Improvements and/or the City’s TIF Eligible Costs in excess of the City Tier 1 Cap, and (ii) with 40% of such amount allocated and distributed to reimburse Owner for any TIF Eligible Costs incurred prior to September 5, 2020 in connection with any completed and delivered Public Improvements. The City shall have sole discretion to allocate amounts among the items set forth in clause (i) above, provided that in no event shall Owner be required to pay for any Additional Public Improvements as a result of the City’s determination to allocate amounts for items in clause (i) above to TIF Eligible Costs other than the Additional Public Improvements. Notwithstanding anything to the contrary, Owner shall have until January 15, 2023 to document, to the reasonable satisfaction of the

City, any TIF Eligible Costs incurred prior to September 5, 2020 in connection with any completed and delivered Public Improvements, time being of the essence with respect thereto, and following which time Owner shall have no further right to reimbursement of such costs.

- e. Distribution of all amounts pursuant to the TIF Waterfall will be subject to Section 4 of this Agreement and to the party who is seeking reimbursement providing appropriate and necessary backup documentation as required in this Agreement to substantiate the TIF Eligible Costs.

iii. Pre-Construction.

- A. Owner and Owner's general contractor and, where appropriate, relevant subcontractors shall attend a pre-construction meeting to review the Final Public Improvement Plans for the Public Improvements and agree upon a detailed schedule for construction of the Public Improvements that is consistent with the requirements of this Agreement, to:
 - a. specify what constitutes material versus non-material changes in the Public Improvements;
 - b. specify the approval process that the City will require for material changes in the Public Improvements; and
 - c. clarify the City's process for TIF administration including identifying which costs are TIF Eligible Costs, what back-up will be required prior to payment and what information must be provided in Owner's request for reimbursement.

iv. Construction.

- A. Reserved.
- B. No material deviations from the Final Public Improvement Plans may be made without the written prior approval of the City.
- C. Owner shall notify the City in writing of any and all proposed changes to the Final Public Improvement Plans and the City shall notify Owner within three (3) business days in writing as to whether any such proposed changes have been approved, not approved, or whether the City reasonably requires a specified number of additional days to review the proposed changes. Failure to provide such notice within three (3) business days, or within such specified number of additional days, shall be deemed to be approval by the City.

- D. Reserved.
- v. Construction Meetings and Inspections.
 - A. Weekly throughout the construction process Owner and Owner's general contractor shall invite the City and its agents to attend construction meetings to the extent that such meetings are concerned with or relate to the construction of the Public Improvements.
 - B. Weekly throughout the construction process, Owner and Owner's general contractor shall afford the City and its agents with full and complete access to the Public Improvements work so that the City and its agents have the opportunity to effectively inspect the Public Improvements during business hours and before work is covered to determine whether the Public Improvements are being constructed in accordance with the Final Public Improvement Plans.
 - C. The City's inspection representative(s) will be provided a heated workspace with access to data services in a job trailer or some other onsite location or a nearby offsite location, within one block of the project site, if Owner and the Owner's general contractor hold such meetings in such offsite location.
 - D. The Owner shall obtain the services of a Vermont licensed engineer, reasonably acceptable to the City, responsible to properly document and certify that the Public Improvements as completed conforms with the bid documents and construction plans and specifications, as amended and approved by the Parties. The City agrees that Engineering Ventures is acceptable for these purposes.
 - E. The City's inspection representative(s) will be provided daily field notes that relate to the Public Improvements work from the contractor's engineer within 3 business days of receipt of such reports by Owner.
 - F. Owner will provide submittals, requests for information (RFI) and correspondence regarding any Public Improvements work to the City's inspection representative(s). Owner agrees the inspections, reports, advice, or recommendations provided to the City by its agents or inspectors is solely for the City's benefit and that Owner may not rely on the reports, advice, or recommendations made to the City by the City's agents or inspectors and that the City shall have no liability or duty to the Owner on account of the reports, advice, or recommendations produced by its agents or inspectors.

Notwithstanding the foregoing, the City agrees to provide the Owner with a copy of each inspection report concerning the Public Improvements work prepared by the City's agents or inspectors within three (3) business days of receipt of such reports by the City.

- G. Owner shall provide the City and its agents with Owner's inspection reports and Owner's materials testing inspection reports relating to the Public Improvements work prepared by engineers and other professionals who are licensed, certified or otherwise qualified to make such reports, which reports shall be addressed to the City (meaning that the City will be an addressee of such reports) and the City will be entitled to rely thereon.
- H. Without limitation, Owner's testing agency reports and construction materials testing reports shall include such sampling and testing as may be required by the VTrans Material Sampling and Testing Manual, including without limitation the obligation to certify proper placement and compaction, and to verify that structural soils meet specifications.
- I. Owner shall provide the City with contractor submittals, including any certifications required for the funding source, for review and approval within three (3) business days after receipt for any of the Public Improvements work prior to the Public Improvements work being initiated. Should materials be used before they are approved they will not be eligible for reimbursement if they are inconsistent with the approved construction plans and specifications for the Public Improvements.
- J. Owner shall direct its engineers and other licensed professionals to provide the City with all third party inspection reports related to the Public Improvements work at the same time as they are submitted to Owner or Owner's representatives or agents.
- K. If the City determines it necessary to hire its own third party inspector(s), it will be at the City's expense and the City's inspector(s) will be allowed to perform testing and take samples as they deem necessary or desirable during normal business hours. Any such inspection activities shall be insured with such types and coverage amounts of insurance as are required for Owner and Owner's contractors pursuant to Subsection (ix) below and, prior to entering the construction site, and shall provide the Owner with proof of such insurance. Any such insurance policies shall name the Owner and Owner's representatives as additional insureds.

vi. Inspection Disputes.

- A. If, upon its inspection of the Public Improvements work, City reasonably believes there is any material deviation in the construction of the Public Improvements work from what is required by the Final Public Improvement Plans, the City shall provide written notice thereof to Owner within seventy-two (72) hours of the inspection identifying the specific deviations.
 - B. Within seventy-two (72) hours of Owner's receipt of the City's notice, Owner shall either commence to correct the deviations and diligently prosecute such corrections to completion, or shall provide the City with written notice as to why correction is not necessary.
 - C. Any dispute concerning corrective action of the Public Improvements work shall be resolved in accordance with the following procedure: Such disputes must be evaluated first by the City Engineer and then by the Director of Public Works. Should such a dispute be ruled in favor of the Owner, it will be allowed, in whole or in part, and paid as provided herein. Should such a dispute be denied in whole or in part by the Director of Public Works the Owner may appeal to the City of Burlington's Chief Administrative Officer. Should such a dispute be denied in whole or in part by the City of Burlington's Chief Administrative Officer, the Owner may pursue any remedy available at law or in equity.
- vii. TIF Administration – Monthly and Annual Reporting.
- A. To facilitate the City's ability to promptly reimburse Owner for TIF Eligible Costs in accordance the TIF Waterfall and Section 4 of this Agreement, quarterly (each quarterly report to be organized by month) throughout the performance of the Public Improvements work Owner shall provide the City with a spreadsheet that itemizes the amounts invoiced by each contractor and subcontractor together with invoice numbers, the dates of work covered by the invoices and brief descriptions of the work performed by each contractor and subcontractor, together with copies of:
 - a. requisitions submitted by contractors and subcontractors for performance of the Public Improvements work that describe the Public Improvements work performed;
 - b. evidence that the Public Improvements work for which payment was requisitioned has been inspected and accepted under the inspection process outlined above; and
 - c. evidence of payment that corresponds to the amount requisitioned.

- B. The City shall review the materials provided by Owner each month to confirm that the work performed and the amount paid by Owner for the Public Improvements work corresponds to the budgeted cost of the Public Improvements. If the City determines that the Public Improvements work performed and the amount paid for the same does not correspond to the budgeted cost of the Public Improvements, then it shall notify Owner of such determination within thirty (30) days after its receipt of Owner's submission, and the Parties shall work together in good faith to resolve the matter to their mutual satisfaction.
 - C. To facilitate the City's ability to promptly reimburse Owner for TIF Eligible Costs in accordance the TIF Waterfall and Section 4 of this Agreement, prior to June 30 of each year throughout the performance of the Public Improvements work Owner shall provide the City with annual reports with respect to items for which TIF funding is sought on forms provided by the City for such purposes, together with the back-up information and materials in the form specified by the City during the pre-construction and construction meeting process outlined above which the City must receive in order to expend TIF funds in compliance with applicable laws, rules and regulations, which information and materials must comply in form and substance with the requirements and rules of the Vermont Economic Progress Council as they may be amended from time to time.
 - D. In accordance with the requirements established by the Vermont Economic Progress Council, the annual reports must include information regarding the number and types of jobs - both construction and new permanent jobs - created by the Work and by the completed Revised Project using the North American Industry Classification System (NAICS) three-digit code, organized by the number of jobs created per sector per fiscal year.
- viii. Certification and Completion. After the Public Improvements have been completed and accepted by the City (A) in the manner specified in the Revised DRB Approval to the extent that such work is covered thereby and (B) to the extent that such work is not covered by the Revised DRB Approval, Owner shall provide the City with: a certification from the project engineer that the Public Improvements were completed in accordance with the approved plans and specification; as-built drawings in hard copy, AutoCAD and PDF formats; and all additional documentation prepared by the project engineer with respect to the Public Improvements including, without limitation, notes, photographs, reports, quality control testing reports, change orders, and submittals.

ix. Insurance.

- A. Liability Insurance. Throughout the performance of the Public Improvements work, Owner agrees that Owner and Owner's general contractor shall obtain and maintain:
- a. workers' compensation, disability benefit and other similar employee benefit acts as required by applicable law;
 - b. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than Two Million Dollars (\$2,000,000) per occurrence; and
 - c. Commercial General Liability Insurance covering Bodily Injury, Personal/Advertising Injury, Broad Form Property Damage, Products and Completed Operations Liability and Contractual Liability with limits of at least \$5,000,000 Combined Single Limit for each occurrence, to insure against all legal liability for personal injury (including death) and property damage suffered on or about the City Property or in the vicinity thereof (including within the adjacent public rights of way that will be under Owner's control pursuant to encumbrance permits issued for the Revised Project) or as a result of the exercise of rights granted pursuant to this Agreement.
- B. Professional Liability Insurance. Owner's general contractor and design professionals who prepare the final plans and specifications related to the Public Improvements shall carry a professional liability policy of errors and omissions insurance of at least \$2 million which names the City as an additional insured to the extent commercially available under customary practice, and Owner shall provide the City with certificates of insurance evidencing such coverage prior to the commencement of construction of the Public Improvements. If meeting such requirements would pose a hardship to any of Owner's design professionals, then the marginal cost of increasing such design professional's errors and omissions insurance coverage from \$1 million to \$2 million may be added to the cost of the Public Improvements as a TIF Eligible Cost by agreement of the Parties.
- C. All insurance shall be obtained from an insurer licensed in Vermont having an A.M. Best Rating of at least A-, financial size category VII or greater.
- D. Owner shall add the City as an additional insured on a primary non-contributory basis for any insurance policies with respect to

the work identified in this Section 3(h)(ix), to the extent that the City has an insurable interest. In addition, the liability policies and workers' compensation policies shall include a waiver of subrogation in favor of the City for all policies where the City is listed as additionally insured in the manner required by the previous sentence. The City agrees to pay for any incremental additional cost associated with obtaining such waiver of subrogation.

- E. Owner agrees that the insurance referenced in this Section 3(h)(ix) specify that the coverage to benefit the City shall be primary over any insurance maintained by the City. The City agrees to pay for any incremental additional cost associated with having the coverage specify that the coverage to benefit the City shall be primary over any insurance maintained by the City.
- F. Owner shall provide the City with certificates of insurance evidencing such coverages prior to the commencement of construction of the Public Improvements and annually upon the renewal thereof until certification and completion of the Public Improvements in accordance with Subsection (viii) above.
- G. All certificates shall contain a provision stating that the coverages afforded under said policies will not be cancelled, materially changed or not renewed without at least thirty (30) days written prior notice to the City.
- H. Owner shall, at its own expense, pay all deductibles in connection with its insurance coverage. Nothing herein shall preclude the Owner from insuring the Revised Project under an OCIP plan of insurance so long as the OCIP plan meets the coverage requirements set forth in this Section 3(h)(ix).
- x. Liability. Owner agrees to be liable for the acts of its contractors, agents, and employees in connection with the construction of the Revised Project. City agrees to be liable for the acts of its contractors, agents, and employees in connection with its inspection of Revised Project construction.

4. Waterfront TIF District; Payment for Public Improvements.

a. Waterfront TIF District. The CPP Property is situated within the City of Burlington's Waterfront Tax Increment Financing District (the "Waterfront TIF District"), within which the City is authorized to invest public funds to construct or acquire infrastructure improvements that facilitate private investment, all in accordance with Applicable Laws and regulations and following approval by the Vermont Economic Progress Council, by the Burlington City Council and with the support of the voters via a public referendum. Municipal

debt incurred within the Waterfront TIF District is repaid using the incremental increase in property taxes generated by the real property located within the District over the property taxes that were generated by the District at the time that the District was first established, all as more particularly set forth and described in the laws and regulations by which the District was established and is now governed. The Vermont Legislature has authorized the City to issue Waterfront TIF District debt associated with the CPP Property no later than June 30, 2023 and to extend the period to retain municipal and education tax increment for the CPP Property until June 30, 2035 as long as Owner shall have, prior to debt issuance, provided to the City, for submission to the Vermont Economic Progress Council, one or more executed construction contract(s) and completion guarantee(s) evidencing Owner's commitment to construct not less than a total of \$50,000,000 (collectively, the "TIF Construction Contract") of private development on the Property. Owner acknowledges that in addition to any other limitations set forth and described in this Agreement, the City's ability to reimburse Owner for TIF Eligible Costs is dependent on Owner's compliance with the statutory requirements and approvals required in this provision.

b. Not to Exceed TIF Funding Amount. On November 8, 2016, the voters of the City of Burlington authorized the City Council to pledge the credit of the City to secure the repayment of indebtedness or make direct payment for the purpose of funding certain public improvements and related costs serving the Waterfront TIF District in an amount not to exceed \$21,830,000.00 (the "Not to Exceed TIF Funding Amount") as described more particularly in Question 4 of the November 8, 2016 municipal ballot. The Parties acknowledge and agree that the Not to Exceed TIF Funding Amount was premised on the expected tax increment to be generated by the Original Project and that the reduced scale and the Owner's proposed phasing of the Revised Project will not support issuance of indebtedness close to the Not to Exceed TIF Funding Amount.

c. Available TIF Funding; Conditions for Issuance of TIF Debt.

i. Available TIF Amount. The City preliminarily estimates that the tax increment that would be generated by the Revised Project over a period beginning with the expected dates for issuance of a Unified Certificate of Occupancy for all Phases of the Private Improvements and ending June 30, 2035 could support issuance of an estimated \$10,000,000 in TIF debt (the "Estimated TIF Funding Amount"). The City makes no representation whatsoever about the actual amount of TIF debt the Revised Project will actually support. As the Revised Project progresses through design development, the City will update and finalize its determination of the amount of TIF debt that the Revised Project would support (the City's final determination of such being referred to herein as the "Available TIF Amount"). Until the City has made a final determination of the Available TIF Amount, the Parties shall use the Estimated TIF Funding Amount (as it may be revised by the City's projections for the Available TIF Amount) for planning purposes as a placeholder for the Available TIF Amount. The City shall determine both the aggregate Available TIF Amount that would be supported by the Revised Project, as well as the respective amounts that each Phase of the

Revised Project would support, all based on the schedule for delivery of the Revised Project and the parameters for the Waterfront TIF District. Owner agrees that the City's obligations to calculate the Available TIF Amount require Owner's timely cooperation and provision of requisite information about the Revised Project and that in no event (including an Event of Force Majeure) will the City's obligation to calculate the Available TIF Amount extend beyond April 30, 2023, except as the City may otherwise determine in its sole and absolute discretion.

- ii. Conditions for Incurrence of TIF Debt. Subject to and in reliance on the timely satisfaction of the conditions set forth in Subsections (A) – (I) of this Section 4(c)(ii), the City shall, on or prior to June 30, 2023, incur TIF debt in an amount, at a minimum, equal to the portion of the Available TIF Amount that can be supported by the TIF Construction Contract. Subject to Applicable Laws, the City may also incur TIF debt in such greater amount as the City, in its sole and absolute discretion, may determine can be supported by any additional Phase(s) of the Private Improvements not yet included in the TIF Construction Contract. Notwithstanding anything to the contrary, the City may waive (in whole or in part) or extend the dates with respect to any of the conditions set forth in Subsections (A) – (I) of this Section 4(c)(ii) in the City's sole and absolute discretion.
 - A. On or prior to February 1, 2023, the City and Owner shall have agreed on any further modifications to the Final Budget and the TIF Eligible Costs to be allocated and distributed pursuant to the TIF Waterfall.
 - B. On or prior to March 1, 2023, Owner shall have provided to the City, for submission to the Vermont Economic Progress Council, the fully executed TIF Construction Contract and the fully executed completion guarantee covering work that the City's determination of the Available TIF Amount is to be based on and evidencing Owner's commitment to construct not less than \$50,000,000 of private development on the CPP Property. The TIF Construction Contract shall include the full scope of the Public Improvements and shall be consistent with the Owner's obligation to complete the Public Improvements prior to the Outside PI Completion Date.
 - C. On or prior to March 1, 2023, the City shall have projected the Available TIF Amount, including the respective amounts that each Phase of the Revised Project would support.
 - D. Owner shall pay the City's TIF Borrowing Costs until Completion of the Revised Project.

On or prior to April 30, 2023, the City shall have determined the City's expected borrowing costs (which shall not include amortization of principal payments during the construction period) in connection with the debt issuance for the TIF during the period commencing with the issuance of the TIF debt and ending on the July 1 after the next April 1 following the expected date of issuance of a Unified Certificate of Occupancy for whatever Phase(s) of the Revised Project is/are used to support the TIF debt (the "Expected TIF Borrowing Costs").

Notwithstanding the amount of the Expected TIF Borrowing Costs, the Owner shall be obligated to pay the City's actual borrowing costs (which shall not include amortization of principal payments during the construction period) in connection with the TIF debt issuance during the period commencing with the issuance of the debt and ending on the July 1 after the next April 1 following the actual date of issuance of a Unified Certificate of Occupancy for whatever Phase(s) of the Revised Project is/are used to support the TIF debt (the "Actual TIF Borrowing Costs"). Within sixty (60) days following the end of the period described in the previous sentence, the City will calculate the Actual TIF Borrowing Costs and provide an invoice to Owner for the amount by which the Actual TIF Borrowing Costs exceeded the Expected TIF Borrowing Costs, which, except to the extent reasonably and in good faith disputed by Owner, such undisputed amount shall be paid by Owner to the City within thirty (30) days of receipt of the City's invoice, with reasonable supporting documentation. In the event that within such thirty (30) day period following receipt of the City's invoice and reasonable supporting documentation Owner reasonably and in good faith disputes all or a portion of the amount due, Owner shall submit to the City the agreed-upon amount due, and the Parties shall thereafter for a period not to exceed thirty (30) days work together in good faith to resolve the amount in dispute. In the event that the Parties cannot resolve their dispute within such thirty (30) day period, then either Party may take such actions as may be available under this Agreement and/or Applicable Laws.

"TIF Borrowing Costs" herein shall mean, as applicable, the Expected TIF Borrowing Costs and/or the Actual TIF Borrowing Costs. Subject to Applicable Law, the City shall use good faith efforts to reduce its aggregate TIF Borrowing Costs by reinvesting bond proceeds following issuance of the bonds and prior to the deployment of bond proceeds to reimburse TIF Eligible Costs as provided in this Agreement.

- E. On or prior to April 30, 2023, the Vermont Economic Progress

Council shall have issued all required approvals/confirmations relating to, and on or prior to May 15, 2023, the City's bond counsel shall have approved, the structure of the TIF debt to be issued by the City.

- F. On or prior to June 1, 2023, the Owner will fund an escrow account or provide an irrevocable letter of credit, in either case for the benefit of and upon terms reasonably acceptable to the City, in an amount equal to the Expected TIF Borrowing Costs, or an alternative form of guaranty to the City that is satisfactory to the City in its sole determination. The purpose of such escrow account, letter of credit, or alternative guaranty, is to establish a source of funds to pay Estimated TIF Borrowing Costs to the City. Accordingly, the City will have the immediate and unconditional right on a monthly basis to draw on such escrow account, letter of credit, or alternative guaranty to pay monthly installments of the Estimated TIF Borrowing Costs, in advance, commencing with the issuance of the TIF debt and ending on the July 1 after the next April 1 following the actual date of issuance of a Unified Certificate of Occupancy for whatever Phase(s) of the Revised Project is/are used to support the TIF debt.
- G. On or prior to May 1, 2023, Owner shall have (1) closed on construction financing with respect to the TIF Construction Contract, and (2) Commenced Construction of the Podium Phase (at a minimum) pursuant to the TIF Construction Contract.
- H. Reserved.
- I. Owner shall have obtained Completion of the entirety of the Revised Project on or prior to November 1, 2025. Notwithstanding the foregoing, such date may be extended with respect to any Phase of the Revised Project being constructed by a non-profit affordable housing provider due to delay(s) beyond June 1, 2023 in such housing provider obtaining financing approvals and/or grant funding for such Phase of the Revised Project, provided that in no event will such date be extended beyond November 1, 2026 with respect to such Phase of the Revised Project.

iii. Owner Failure to Meet TIF Conditions.

- A. In the event that Owner fails to timely meet any of the conditions set forth in Section 4(c)(ii)(A) – (H) prior to the City's issuance of the TIF debt, then the City shall have no obligation to issue the TIF debt and, therefore, no obligation to reimburse Owner for any TIF Eligible Costs; provided that Owner shall have up to thirty (30) days to cure a missed deadline to the extent that failure to

timely meet such condition is curable and such opportunity to cure does not materially and adversely affect the timing of the other conditions for the issuance of TIF debt and provided that in no event shall such cure period extend beyond June 15, 2023. In no event shall Owner's obligation to timely satisfy the conditions set forth in Section 4(c)(ii)(A) – (H) be extended for a Force Majeure Event. The City's rights in response to the failure of the Owner to meet one or more of the conditions set forth in Section 4(c)(ii)(A) – (H) prior to the City's issuance of the TIF debt shall be in addition to the City's rights under Section 1(m) of this Agreement. Except as provided in this Section 4(c)(iii)(A), and without limitation to the City's rights under Section 1(m) of this Agreement, the City shall have no other remedies at law or in equity in response to the failure of the Owner to meet one or more of the conditions set forth in Section 4(c)(ii)(A) – (H) prior to the City's issuance of the TIF debt.

- B. In addition, in the event, following the City's issuance of the TIF debt, Owner fails to timely obtain Completion of the entirety of the Revised Project as provided in Section 4(c)(ii)(I), as may be extended for a Force Majeure Event (subject to Section 4(c)(iii)(C)), the City will have the right to redeem the TIF debt as set forth herein. The City may redeem the TIF debt by providing Owner at least sixty (60) days written notice prior to redemption, in which case the City shall have no obligation to reimburse Owner for any TIF Eligible Costs attributable to the Public Improvements that were to be constructed in connection with Phase(s) that were not timely completed, provided that, subject to all other requirements for reimbursement set forth in this Agreement, the City shall remain obligated to reimburse Owner for the TIF Eligible Costs attributable to the Public Improvements that were constructed and delivered to the City in connection with Phase(s) that were timely completed. Notwithstanding the foregoing, if, notwithstanding the Owner's failure to obtain Completion of the entirety of the Revised Project by the applicable deadline, and if Owner replenishes the escrow account, letter of credit, or alternative guaranty established as a source of funds to pay the Estimated TIF Borrowing Costs to the City to the extent needed to cover anticipated additional TIF Borrowing Costs, as determined by the City, and if Owner is diligently pursuing Completion of the entirety of the Revised Project and such Completion can reasonably be expected to occur within 120 calendar days following such deadline, the City shall not redeem the TIF debt unless the Owner has not obtained such Completion by the end of such 120-day period. In no event shall the City's redemption rights set forth in this Section 4(c)(iii)(B) be tolled for a Force Majeure Event. The City's redemption rights in response

to the failure of the Owner to timely obtain Completion of the entirety of the Revised Project as provided in Section 4(c)(ii)(I) shall be in addition to the City's rights under Section 4(d) and Section 1(m) of this Agreement. Except in connection with the enforcement of the City's remedial rights provided in this Section 4(c)(iii)(B), and without limitation to the City's rights under Section 4 and Section 1(m) of this Agreement, the City shall have no other remedies at law or in equity in response to the failure of the Owner to timely obtain Completion of the entirety of the Revised Project as provided in Section 4(c)(ii)(I). Notwithstanding the foregoing, nothing in this Section 4(c)(iii)(B) shall limit or affect the City's right, which the City expressly retains, to seek available remedies at law or in equity for failure of the Owner to meet its obligations under Section 4(c)(ii)(D) and/or (F) following the City's issuance of the TIF debt.

C. The deadline for obtaining Completion of the entirety of the Revised Project as provided in Section 4(c)(ii)(I) above shall be extended for Events of Force Majeure, provided that Owner remains obligated to pay the Estimated TIF Borrowing Costs and to replenish the escrow account, letter of credit, or alternative guaranty established as a source of funds to pay the same.

iv. TIF Cooperation. The City will cooperate with Owner in good faith in connection with Owner's obligation to satisfy the above-listed conditions for issuance of the TIF debt.

v. TIF Debt Tranches. The City shall investigate the ability to issue TIF debt in tranches corresponding to the respective Phases of the Revised Project that are used to support the TIF debt, such that (A) TIF proceeds would be available to reimburse TIF Eligible Costs as the Public Improvements are completed and delivered to the City concurrent with the respective Phases of the Revised Project (as described in Section 1), and (B) the TIF Borrowing Costs could be reduced as the respective Phases of the Revised Project are Completed.

vi. Reserved.

d. Payment for Construction of Public Improvements. Subject to the requirements and contingencies set forth in this Agreement, Owner shall construct and equip the Public Improvements. Owner shall construct and equip the Public Improvements that are included in the Revised Project at its own cost and expense, and the City shall reimburse Owner for agreed-upon TIF Eligible Costs in accordance with the TIF Waterfall and in the manner set forth in this Agreement, subject to the conditions set forth above in Section 4(c)(ii) and below in this Section 4(d); provided however, that the City may partially reimburse Owner for such costs sooner at its discretion. The City acknowledges that the Owner will construct the Public Improvements in reliance upon the City's agreement to reimburse Owner for agreed-upon TIF Eligible Costs in

accordance with the TIF Waterfall and in the manner set forth in this Agreement, subject to the conditions set forth above in Section 4(c)(ii) and below in this Section 4(d). Subject to the Revised DRB Approval and Applicable Laws, the City shall cooperate in good faith and take such steps as may be reasonably necessary and appropriate to facilitate Owner's timely Completion of the Revised Project as provided in Section 4(c)(ii)(I). The City's obligation to reimburse Owner for agreed-upon TIF Eligible Costs in the manner set forth in this Agreement shall be subject only to the TIF Waterfall, Applicable Laws, and the following conditions and otherwise shall be unconditional and fully binding on the City:

- i. City and Owner shall have agreed upon the plans and specifications with respect to constructing and equipping the Public Improvements as provided in Section 3;
- ii. City and Owner shall have agreed upon the detailed Final Budget relative to the TIF Eligible Costs for which reimbursement is sought as provided in Section 3;
- iii. The City shall have received completed monthly and annual reports with respect to TIF Eligible Costs for which reimbursement is sought on forms to be provided to the Owner by the City for such purposes as provided in Section 3(h)(vii)(C) of this Agreement. Except as may be required by Applicable Laws, no other materials, forms or information shall be required of the Owner as a condition to the reimbursement. The City shall notify the Owner if any monthly report or annual report is not timely received by the City, in which case the Owner shall file such report within thirty (30) days following receipt of such notice;
- iv. In satisfaction of the applicable conditions set forth in Section 4(c)(ii)(I), and subject to extension as provided in that Section, Owner shall have timely obtained Completion of the entirety of the Revised Project, as may be extended for a Force Majeure Event (subject to Section 4(c)(iii)(C)). Notwithstanding the foregoing, the Owner may request, and subject to the terms and conditions of this Agreement (including the provisions for allocation and distribution under the TIF Waterfall) be entitled to, reimbursement for finally completed segments of the Public Improvements delivered in connection with the Completion of one or more of the respective Phases of the Revised Project, upon receipt of a temporary Certificate of Occupancy for such Phase(s) of the Revised Project. For additional clarity, Owner shall not be entitled to reimbursement of TIF Eligible Costs on a "pay as you go" basis; Owner's right to reimbursement of less than the entirety of the Public Improvements applies only to those segments of the Public Improvements that have been finally completed (i.e., all elements of the Public Improvements including all surface treatments) in connection with the Completion of one or more respective Phase(s) of the Revised Project.
- v. Owner shall have timely on or prior to the Outside PI Completion Date,

as may be extended for a Force Majeure Event (subject to Section 4(c)(iii)(C)) completed and delivered to the City, and the City shall have accepted (which acceptance shall not be unreasonably withheld or delayed), the Public Improvements corresponding to the applicable Phase(s) of the Revised Project.

- vi. Owner and the City shall have executed an agreement memorializing the terms of Section 4(e).
- vii. Owner shall have satisfied all of the conditions set forth in Sections 4(c)(ii)(A) – (H).
- viii. Reserved.

Owner will provide written notice to the City upon Owner's timely satisfaction of all of the above-stated conditions, whereupon the City will promptly (as provided below) reimburse the Owner (and/or the Owner's bank per any credit agreement between the City, Owner and any such bank) all documented and agreed-upon TIF Eligible Costs incurred by Owner in connection with the Public Improvements associated with such Phase(s) of the Revised Project in accordance with the Final Budget and the TIF Waterfall and the other provisions of this Agreement. The Parties acknowledge that, upon Owner's timely satisfaction of all of the above-stated conditions, time shall be of the essence with respect to the City's obligation to reimburse Owner for the applicable Public Improvements as set forth in this Agreement. If, notwithstanding Owner's timely satisfaction of all of the above-stated conditions, the City fails to reimburse the Owner for the applicable Public Improvements as set forth in this Agreement within thirty (30) days of Owner's notice of timely satisfaction of all of the above-stated conditions, the City shall pay, in addition to all TIF Eligible Costs agreed to be reimbursed to the Owner by the City pursuant to the TIF Waterfall and this Agreement, interest at a rate equal to a default rate of twelve percent (12%) per annum. If the City has not reimbursed the Owner for the applicable Public Improvements as set forth in, and subject to the terms of, this Agreement within one hundred eighty (180) days of Owner's timely satisfaction of all of the above-stated conditions, then Owner may pursue remedies available at law or in equity to recover such amount. The City shall execute such documentation as Owner and/or Owner's financing partner and/or third-party lender may reasonably request to evidence its obligation to reimburse Owner pursuant to the TIF Waterfall and this Agreement for the costs described in this Section 4(d) in accordance with and subject only to Owner's timely satisfaction of all of the above-stated conditions.

For additional clarity, in the event Owner does not timely satisfy all of the above-stated conditions, the City shall not be obligated to reimburse Owner, and Owner shall have no right to reimbursement from the City for TIF Eligible Costs, but in no event shall Owner's failure to timely satisfy all of the above-stated conditions eliminate, diminish, or otherwise affect the obligation of Owner to construct and equip the Public Improvements concurrent with the construction of the Revised Project.

e. The Parties acknowledge and agree that the construction of the Public Improvements will be bid, and will be accounted for, separately from the Private Improvements,

and the City is only legally able to use Waterfront TIF District funds to pay for TIF Eligible Costs. In addition, as stated above, the amount of money that the City is able to pay for the Public Improvements is limited by the obligation that the debt must be committed prior to June 30, 2023 and by the obligation that the tax increment generated by the Private Improvements must be sufficient to service the debt incurred by the City to pay such costs. Accordingly, Owner agrees that the City will assess the CPP Property using the normal assessment procedure required by applicable state law, provided that if the City finds it necessary to ensure that the total tax increment generated by the Private Improvements (as they may be Completed from time to time) is sufficient to pay the debt service on the municipal debt issued to finance the City's payments under this Section 4, the City shall establish the minimum assessed value of the CPP Property so that sufficient tax increment is generated to pay the debt service on the municipal debt. The City shall provide Owner with documentation that reasonably substantiates the assessed value of the CPP Property established by the City for such purposes. Any such minimum assessment of the CPP Property shall only be in effect during the period of municipal debt repayment and only while necessary to ensure the total tax increment generated by the Private Improvements is sufficient to pay the debt service on the municipal debt. Owner agrees not to appeal the minimum assessment of the CPP Property in an effort to reduce it below the value established by the City pursuant to this paragraph, and Owner shall pay property taxes based upon at least that minimum assessed value during the period of municipal debt repayment regardless whether any portion of the CPP Property is owned by an entity that is statutorily exempt from property taxation or that is subject to statutorily limited or reduced property taxation. The Owner's agreement to pay such property taxes and not to appeal such assessment during the period of municipal debt repayment is hereby established as a covenant binding upon Owner and its successors and assigns running with title to the CPP Property and having the same degree of priority as municipal property taxes until such time as the municipal debt shall have been paid in full. At the City's request, and subject to the reasonable requirements of Owner's construction or permanent financing, the foregoing agreement shall be memorialized by an agreement to be executed by the Parties and recorded in the land records prior to the City's payment for the Public Improvements and shall be a contractual covenant binding upon Owner and its successors and assigns, running with the title to the CPP Property regardless of the tax exempt status of the owner of any portion of the Revised Project or the CPP Property.

The Parties acknowledge that Section 4(e) of the First ARDA included an acknowledgement that the tax increment generated by certain other real estate then owned by Prior Owner and identified as (i) Parcels 4 and 5 as depicted on the Plan, and (ii) the real property numbered 101 Cherry Street, Burlington, Vermont and then identified as Parcel No. 044-4-004-001 (collectively, the "Additional Tax Parcels") was legally permitted to contribute to the payment of debt service on the municipal debt issued to finance the City's payments under Section 4 of the First ARDA. Reference is made to that certain Memorandum of Agreement dated May 14, 2021 recorded in Book 1595 at Page 47 of the Burlington Land Records in furtherance thereof. Notwithstanding anything to the contrary, this Agreement shall not affect the rights or obligations of the Prior Owner under such Memorandum of Agreement.

f. The Parties agree and acknowledge that the Owner may pledge any rights it has under this Agreement to reimbursement for TIF Eligible Costs as additional security to its lender(s) or other financing parties. At Owner's request, the City shall enter into a separate agreement with Owner and/or with Owner's construction lender solely with regard to the City's

reimbursement of TIF Eligible Costs so long as such separate agreement contains terms and conditions that are consistent with those contained in this Agreement with respect to such matters and that do not impose any additional material obligations on the City or the Owner. Without limiting the foregoing, the City agrees to work cooperatively and in good faith with the Owner's construction lender to provide the construction lender with assurance of funding for the Public Improvements in accordance with but subject to the terms and provisions of this Agreement, including without limitation by entering into a customary and commercially reasonable intercreditor agreement or collateral assignment agreement required by said construction lender (meaning that Owner may assign its rights under this Agreement to receive payment and reimbursement from the City as security for Owner's construction loan, with the understanding that although such assignment shall be a present assignment of its rights under this Agreement, the construction lender will only enforce the assignment if Owner defaults under its construction loan), recognizing that the City, as a municipal body, may be limited in entering into agreements that may be deemed "commercially reasonable" among private parties. There shall be no conditions to the Owner receiving the reimbursement from the City other than the conditions set forth in Section 4(d)(i) – (viii) with respect to TIF Eligible Costs and subject to the TIF Waterfall. Owner shall not be obligated to start the construction of the Revised Project until the City provides the required assurances to the construction lender as set forth in this Section 4(f) and until the City provides documentation reasonably satisfactory to the Owner that the City is obligated to reimburse the Owner for the agreed-upon cost of constructing the Public Improvements in the manner set forth in this Agreement. Owner shall make any such requests of the City in writing, including all associated documentation in connection therewith, not later than forty-five (45) days prior to Commencement of Construction. The City shall be obligated to provide the documentation and the assurances referenced above even if the Owner Commences Construction of the Revised Project prior to finalization of such assurances and documentation. Notwithstanding anything to the contrary contained in this Section 4(f), in no event shall this Section 4(f) be interpreted to require the City to expand its obligations under this Agreement or provide assurances any greater than the City's obligations under this Agreement.

g. Matters Relating to Parcel 1 and Parcel 3.

i. 100 Bank, LLC.

- A. The Final Public Improvement Plans reflect the improvements to be constructed within the ROW Easement Parcel (as defined in the 100 Bank MOU), including the "activation" of the Bank Street streetscape of the approximately 380 square foot area of the sidewalk extending to the 100 Bank building face within the first bay of the 100 Bank building, and the Final Public Improvement Plans have incorporated the geotechnical, structural and engineering feedback required in the 100 Bank MOU. The cost of such design and the projected cost of the associated work will be incorporated into the Final Budget. The Parties will reasonably, timely, and in good faith cooperate with each other in all respects to effectuate their obligations under the 100 Bank MOU (with the Owner succeeding the Prior Owner under with respect to the same).
- B. The Parties agree that all of the costs of acquisition, design and

- construction in furtherance of the 100 Bank MOU will be TIF Eligible Costs, reimbursed under the TIF Waterfall as follows:
- a. City acquisition and design costs will be reimbursed to the City under the first tier of the TIF Waterfall;
 - b. City costs for installation of street furnishings within the approximately 380 square foot area of the sidewalk extending to the 100 Bank building face within the first bay of the 100 Bank building will be reimbursed to the City under the first tier of the TIF Waterfall;
 - c. Owner costs to perform all other work anticipated in the MOU will be accounted for in the Final Budget; such work will be completed by Owner as part of the Public Improvements and reimbursed to Owner under the second tier of the TIF Waterfall.
- ii. Maintenance. Upon completion and delivery to the City of any Public Improvements, the City shall maintain them in accordance with its standard maintenance practices and standards.
- iii. Temporary Street Closures. The Burlington Police Department (“BPD”) is vested with the authority to allow temporary street closures, following consultation with the Department of Public Works (“DPW”), for events sponsored by private individuals and entities and has in place a process for the issuance of temporary street closure permits. The City acknowledges that the Owner intends to seek temporary street closures adjacent to the Revised Project for fairs, events, and promotions and will not unreasonably interfere with Owner’s application to close streets in connection with such events, subject to any applicable fees. If Owner desires to establish a process to facilitate its ability to close St. Paul Street and Pine Street on an expedited basis for events, fairs and other promotions, it shall develop a bi-annual or annual calendar of events and submit the calendar to BPD and DPW for their prompt review and approval, and it shall also use reasonable efforts to coordinate all public events that require temporary street closures with the Church Street Marketplace, the Burlington Business Association (“BBA”) CEDO and GMT, provided that such organizations are reasonably cooperative, in advance of any closure request.
- iv. Reserved.
- v. Temporary Relocation of Municipal Property. If Owner desires the ability to temporarily relocate benches, trash cans and other similar items of municipal property located along the new sections of St. Paul Street and Pine Street to accommodate events, fairs and other promotions, then the City shall grant Owner such temporary relocation right as long as Owner (1) accomplishes such temporary relocation (including removing and replacing the property) at its sole cost and expense, (2) stores and then

returns the relocated municipal property where directed to by the City, and (3) promptly repairs and restores any damage that arises in connection with such temporary relocation (or, if appropriate, replaces damaged property) at its expense. Owner shall indicate on the bi-annual or annual calendar of events that it develops pursuant to Section 4(g)(iii) above whether it desires to exercise this temporary relocation right in connection with each event.

- vi. Discontinuance. Reference is made to that certain Right of First Offer dated May 14, 2021 and recorded in Book 1595 at Page 52 of the Burlington Land Records. The Parties acknowledge that if the new sections of St. Paul Street or Pine Street are discontinued as municipal streets, then current law provides that title to the discontinued right-of-way shall belong to the owners of the adjoining lands in accordance with 19 V.S.A. § 775.

h. Sales Tax Reallocation or Exemptions. The City agrees to use its diligent, reasonable and good faith efforts to support Owner's efforts to apply for and obtain sales tax exemptions, refunds and/or abatement for items purchased during construction (Construction Sales Tax Exemption) that are normally available from the State of Vermont to qualified Vermont development projects such as the Revised Project. Any reallocation of Revised Project sales tax that is awarded by the State of Vermont shall be used by the Parties to pay for mutually agreed-upon expenditures that support the Revised Project and that meet the requirements established by the State of Vermont, and the Parties shall prepare a budget for such purpose.

i. Municipal Fees.

- i. Recognizing (A) the economic and non-economic benefits that are anticipated to flow from the development and construction of the Revised Project, (B) the size and scope of the Revised Project and the amount of the permitting fees realized by the City in connection with the Revised Project, (C) the commitment of resources dedicated by the Owner to the Revised Project, and (D) the Revised Project being an amendment to the Original Project, the Parties agrees that:
 - A. (a) Having paid to the former Burlington Department of Planning and Zoning a municipal zoning fee of at least \$262,500.00 in connection with the application for the Original Project, (b) having paid the Unified Certificate of Occupancy fee of \$26,280 in connection with the Revised Project, and (c) having paid an application fee of \$155 to amend its Original Project application, Owner shall not be required to pay any additional zoning application fees for the Revised Project.
 - B. In addition, Owner shall not be required to pay to the Burlington Department of Permitting and Inspections more than \$262,500.00 to obtain the remaining building trade permits required for the

Revised Project (being building, mechanical, electrical and plumbing), including any associated inspection fees, regardless whether such fees are imposed directly on Owner or are imposed on Owner's general contractor or a subcontractor. Any payment already made by the Owner or any of Owner's contractors or subcontractors in connection with the Original Project or Revised Project shall be applied against the foregoing fee. For instance, fees for demolition, electrical work, enabling work and other work such as HVAC if already paid to the Department of Public Works shall be applied against the total fees stated above. To the extent Owner has paid to the Department of Permitting and Inspection a municipal zoning fee in excess of \$262,500.00 in connection with the application for the Original Project, such excess payment has been or shall be credited against the fees payable to the Burlington Department of Permitting and Inspections described above.

- C. Owner shall pay no more than \$75,000 in fees under Chapter 13 of the City's Code of Ordinances ("Fire Protection and Prevention") in connection with the Revised Project, including without limitation any fees required for permits and inspections required thereby, such as permits related to Revised Project fire suppression and the Revised Project fire alarm system;
- D. Owner shall pay all encumbrance permit fees that may be required by the City in connection with the Revised Project, including those due for any ongoing, unpermitted encumbrances at then existing rates and in conformance with then existing City policies; and
- E. Owner shall pay the full impact fee required in connection with the Revised Project as described in the Revised DRB Approval, which amount will include any impact fee waiver attributable to affordable housing that is available under Section 12.0 of the City's Impact Fee Administrative Regulations as most recently updated and will include a full credit for the retail and garage spaces that were demolished as part of the Original Project and applied to any building area constructed to replace the demolished retail and garage spaces and used for a permitted use.
- F. Consistent with Chapter 27, Article 2 of the Burlington Code of Ordinances, Owner shall not be obligated to pay Excavation Fees associated with the work to construct Public Improvements, provided that Owner shall be responsible for on-site inspection, including inspection documentation required by the City in conformance with then existing City Standards for Construction.
- G. Consistent with Chapter 27, Article 2 of the Burlington Code of Ordinances, Owner shall be obligated to pay only the

Administrative Fee for Excavation fees (at rates current as of the date of permit) for Private Improvements within the Right of way where Public Improvements are planned. For all other rights of way where Private Improvements are required and where no Public Improvements are planned, all Excavation Fees will apply.

- ii. Owner shall apply for and obtain all zoning and building permits for the Revised Project in the Owner's name and hold such permits for both the benefit of the Owner, and for the benefit of the Owner's general contractor and all subcontractors. Owner and Owner's contractors and subcontractors shall apply for and obtain all building and building trade permits for the Revised Project either in the Owner's name or in the contractor's or subcontractor's name, as appropriate depending on the nature of the work covered by the permit, and shall hold such permits for the benefit of the work covered by the permit. Neither the Owner's general contractor, nor any subcontractor, shall be required to apply for and obtain a separate building or zoning permit in connection with the Revised Project if Owner already holds such permit in connection with the Revised Project. All work performed as part of the Revised Project must be properly permitted and inspected; however, if a separate building or zoning permit for Owner's general contractor or any subcontractor is required by the City, then the City shall not assess any fees in connection with such additional permits in excess of the fees established by this paragraph.
- iii. The agreement regarding fees contained in this Section (4)(i) only applies to the Revised Project, and only to the specific fees referenced and itemized above; any fees not referenced and itemized above shall be payable at standard rates.
- iv. If Owner modifies the Revised Project and seeks or is required to seek amendments to the Revised DRB Approval for the Revised Project, or to the zoning or building permits issued in connection therewith, then Owner shall pay the standard fees associated with such new or amended permits, if any.
- v. This Section (4)(i) does not limit the City's right to impose, or Owner's obligation to pay, any fines, penalties or other fees that may be imposed or assessed as the result of any violations of applicable permit conditions, ordinances, laws or regulations.

5. Cooperation; Labor and Community Workforce; Construction Management and Coordination; Further Assurances.

a. Cooperation. The Parties shall cooperate and communicate with each other on a regular basis, including by arranging joint meetings with appropriate personnel present to address issues set forth in this Agreement, to discuss any proposed changes to the Revised Project

and to discuss the plans and specifications for the Work generated as the Revised Project progresses, so as to permit the orderly and efficient construction and development of the Revised Project. The City will in good faith support adjustments or modifications to the Revised Project that are pursued by the Developer, including providing support in connection with any required municipal approvals or processes, provided that such adjustments or modifications are consistent with the City's objectives and policies, all in the City's sole discretion and provided that the City shall have the right to approve or deny Major Changes in its sole discretion.

- b. Labor and Community Workforce. Owner and the City agree to the following:
 - i. Owner will use reasonable efforts to provide jobs for qualified low and moderate income residents of Burlington and surrounding areas to construct and operate the Revised Project. Owner will also use reasonable efforts to employ (either directly, or indirectly through its general contractor and the Revised Project's subcontractors) the unemployed, veterans, minorities, women, New Americans (collectively, "Targeted Job Applicants"), so long as such individuals have the requisite skills and experience required for the respective job position and otherwise meet all requirements for said jobs, to construct and operate the Revised Project.
 - ii. Owner shall use reasonable efforts to post notice of job openings in advance of hiring for all positions. Job openings may be advertised in specific online and physical locations identified by and recommended by CEDO.
 - iii. Owner and its general contractor will participate in two job fairs sponsored by the City or by one or more City affiliates prior to or during construction of the Revised Project. Owner shall also participate in at least one post-construction job fair. The City will partner with key agencies and organizations to provide support for such job fairs.
 - iv. Owner agrees to identify the jobs and skills needed to operate the Revised Project upon completion, and it shall encourage tenants of the Revised Project to participate in jobs fairs to support recruitment of Targeted Job Applicants in permanent jobs and to encourage tenants of the Revised Project to notify and publish job openings in specific online and physical locations identified by CEDO.
 - v. Owner will include in its general contract for the Revised Project a requirement that the labor employed to construct the Revised Project (including without limitation labor employed by Owner and by Owner's general contractor and by the Revised Project's subcontractors) shall be paid a "livable wage" as that term is defined in the City of Burlington Livable Wage Ordinance as is in effect on the date of this Agreement. Owner and its general contractor shall complete and return an annual reporting form provided by the City to report on its compliance with this provision, consistent with the Burlington Livable Wage Ordinance.

- vi. Owner will use reasonable efforts to incorporate locally and regionally sourced materials, products and services in the Revised Project. Owner will support and cooperate with the City's efforts to publicize the Revised Project's use of locally and regionally sourced materials, products and services.
 - vii. With regard to the construction of the Private Improvements, Owner shall hire contractors and subcontractors who pay appropriate wages, properly classify employees, obey labor laws, participate (where applicable) in formal apprenticeship training programs, and provide employer funded health and retirement benefits, with the understanding that it is the Parties' intent that the foregoing shall not be understood to preclude the Owner from engaging any qualified contractor or construction manager to construct the Revised Project. To evidence its compliance with this provision, annually throughout the construction of the Revised Project Owner shall require contractors and subcontractors who are then working on the Revised Project and who perform work or are expected to perform work with a value of at least \$100,000 to execute and deliver to the City a compliance certificate in the form attached hereto as **Exhibit H**.
 - viii. With regard to the construction of the Public Improvements, the Owner shall hire contractors and subcontractors who pay appropriate wages, properly classify employees, obey labor laws, participate (where applicable) in formal apprenticeship training programs, and provide employer funded health and retirement benefits, with the understanding that it is the Parties' intent that the foregoing shall not be understood to preclude the Owner from engaging any qualified contractor or construction manager to construct the Revised Project. To evidence its compliance with this provision, annually throughout the construction of the Revised Project Owner shall require contractors and subcontractors who are then working on the Revised Project and who perform work or are expected to perform work with a value of at least \$100,000 to execute and deliver to the City a compliance certificate in the form attached hereto as **Exhibit H**.
 - ix. Owner shall solicit and review proposals from community job training programs, such as Youth Build Vermont and Vermont Works for Women, to participate in the construction of portions of the Revised Project, provided that Owner shall not be required to utilize any such programs.
 - x. Prior Owner proffered a letter to the City dated February 21, 2021 that is attached hereto as **Exhibit L**, addressing additional labor and community workforce matters. Owner shall comply with such letter as part of this Agreement.
- c. Construction Management and Coordination.

- i. Owner and the City agree to work together in good faith to provide timely communications and other information concerning Revised Project construction, such as potential disruptions to current mall tenants and neighboring property owners affected by the construction of the Revised Project and to take such steps to mitigate potential construction impacts on such parties that can reasonably be expected to be effective, all as more particularly discussed in this Section 5(c); provided that nothing required herein shall alter or delay the timeline or the construction schedule for the Revised Project.
- ii. The Parties acknowledge that the City has adopted certain standard operating procedures for the issuance of a Construction Encumbrance Permit in connection with construction projects that will impact municipal assets such as streets and sidewalks, and that the issuance of a Construction Encumbrance Permit allows for the temporary closure of public streets and sidewalks to facilitate construction. Owner acknowledges that this process includes the provision of a Traffic Management Plan and a Traffic Control Plan, which must be submitted to DPW for its review and for approval by the City Council prior to DPW's issuance of a Construction Encumbrance Permit.
- iii. Owner shall cause its general contractor or construction manager to meet with appropriate DPW personnel prior to commencing any construction of the Revised Project to discuss Owner's intended construction process, project phasing and means and methods of construction so that the Parties can work together to facilitate construction in a manner that will minimize disruption to the area surrounding the Property.
- iv. Prior to commencing any construction of the Revised Project, Owner shall perform a pre-construction physical survey of all buildings, sidewalks, curbs and streets that could be impacted by construction of the Revised Project to determine their existing physical condition.
- v. Before commencing any construction of the Revised Project, Owner, Owner's general contractor and the City shall jointly hold at least two meetings with members of the business community in the vicinity of the CPP Property for the purpose of describing construction phasing and timing, and listening to community concerns with regard to the impact of Revised Project construction, in an effort to reasonably mitigate construct impacts on the surrounding business community.
- vi. Owner, or its general contractor, shall establish and operate a hotline (both telephone and web-based) for use by the surrounding business community to quickly and reliably submit information to the general contractor and project superintendent. The hotline contact information (i.e., telephone number and website address) shall be publicized on signs posted in and

around the construction zone. Owner shall maintain and share with the City upon written request a detailed log of calls received from concerned stakeholders that shall include the description of the issue and how the issue was addressed.

- vii. The City, acting through CEDO, shall work with Owner to coordinate the delivery of the following services:
 - A. Timely communication with businesses about construction impacts, construction schedules and traffic patterns, including signage related thereto.
 - B. Timely communication with businesses about the availability of parking and/or shuttle services.
 - C. The telephone and website hotlines described above.
 - D. Contact information for a City communications manager or community liaison with whom Owner will coordinate the delivery of the services.
 - E. Contact information for an Owner communications manager or program liaison with whom CEDO will coordinate the delivery of the services.
 - F. As a component of the Parties' community outreach efforts in connection with the Revised Project, the Owner will install, in cooperation with the City and Church Street Marketplace, signage and graphics placed on the Revised Project's temporary barrier fencing to depict and describe the Revised Project and its attributes, to communicate that downtown merchants are open for business during construction of the Revised Project, and to engage the community.

d. Payment to CEDO. The Parties acknowledge that Prior Owner has paid CEDO the sum of One Hundred Thousand Dollars (\$100,000.00), for use by CEDO to assist businesses in the vicinity of the Revised Project during construction, to support community outreach associated with the Revised Project and to support workforce training efforts associated with the Revised Project.

e. Parking During Construction. As a component of its Traffic Management Plan, Owner shall lease off-site parking spaces for its contractors and their employees and establish a shuttle service between such off-site parking spaces and the CPP Property. The City makes no representation as to the availability of public parking spaces for any purpose.

f. Reserved.

g. The Parties agree to execute, acknowledge, if necessary, and deliver such documents, certificates or other instruments and take such other actions as may be reasonably required from time to time to carry out the intents and purposes of this Agreement.

6. Assignment; Financing Matters. This Agreement shall be assignable by Owner to a

transferee of the CPP Property in connection with the sale or transfer of the CPP Property, provided that the transferee shall be bound by the obligations hereunder, and provided further that in the event the CPP Property is, from time to time, subdivided or made subject to a condominium regime all owners of the resulting subdivided parcels and/or condominium units shall be jointly and severally obligated as the “Owner” hereunder. Notwithstanding the foregoing, the City acknowledges that in the event there are multiple owners of the CPP Property, such Owners, while remaining jointly and severally obligated to the City as the “Owner” hereunder, may enter into one or more separate agreements to allocate as among themselves the rights and obligations of the “Owner” under this Agreement and may enter into agreements with one or more third party surety to secure the respective allocations of such rights and obligations. The Parties agree that this Agreement is intended to and shall run with the CPP Property and the City Property, and shall bind and inure to the benefit of each of the Owner and the City and their respective successors in title and assigns. In the event of any conveyance or divestiture of title to the CPP Property, the grantor or the person(s), corporation(s) or other entity or entities that are divested of title shall be relieved of all covenants and obligations thereafter accruing hereunder with respect to the Owner. In the event of any conveyance or divestiture of title to the CPP Property, the grantee or the person(s), corporation(s), or other entity or entities who otherwise succeed to title shall be deemed to have assumed all of the covenants and obligations of the Owner thereafter accruing hereunder with respect to the CPP Property until such grantee or successor is relieved therefrom pursuant to previous sentence. This Agreement shall otherwise not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Owner shall be entitled to collaterally assign this Agreement, and its rights hereunder, to any of its lender(s) and other financing parties without the City’s consent, and such lender(s) and other financing parties shall have the right to assign this Agreement to a successor owner in connection with their enforcement of their collateral rights in this Agreement. The City shall execute documentation to evidence and agree to such collateral assignment as may reasonably be requested by such lender(s) or other financing parties in connection with such collateral assignment. The City acknowledges that Owner’s lender(s) and other financing parties are likely to hold a mortgage of the CPP Property and to hold other security interests with respect to the Revised Project and the CPP Property. For additional clarity, Owner’s members may in their sole discretion freely assign any or all of their equity interests in Owner to a third party without the consent of the City.

7. Events of Force Majeure. As used in this Agreement, an “Event of Force Majeure” means a delay in performance, other than (a) resulting from an obligation requiring the payment of a sum of money, (b) affecting compliance with any time period imposed by statute, or (c) resulting from a financing delay greater than ninety (90) days, if and so long as such delay shall be directly caused by (x) fire or other similar unavoidable casualty, national emergency, governmental or municipal stop work orders, pandemics, epidemics, enemy action, civil commotion, acts of God, or other causes beyond the delaying Party’s reasonable control, or (y) strikes, lockouts, or inability to obtain labor preemptions that do not exceed sixty (60) days in the aggregate, and in any event provided, however, that within ten (10) days of a Party’s receipt of notice from the other Party referring to a delay in performance, such delaying Party shall notify the other Party in writing of the existence and nature of the claimed Event of Force Majeure. Thereafter, the delaying Party shall from time to time and within ten (10) days of any written request, keep the other Party fully informed, in writing, of all further developments concerning such Event of

Force Majeure and the efforts, if any, being made by the delaying Party to perform. Further, the delaying Party shall use commercially reasonable efforts to mitigate any adverse impacts and/or find another manner of performing as soon as reasonably practicable. Notwithstanding the foregoing, an Event of Force Majeure shall not (i) extend the Outside Commencement Deadline, (ii) extend the timing for commencing construction of the sidewalk portion of the Public Improvements along the St. Paul Street frontage of the South Tower as set forth in Section 1(h)(iii), (iii) extend the Owner's obligation to timely satisfy the conditions set forth in Section 4(c)(ii)(A) – (H), and/or (iv) otherwise affect any provision of this Agreement that expressly excludes Events of Force Majeure from its effect.

8. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Vermont, without regard to its conflicts of law rules. The Parties consent to and submit to in personam jurisdiction and venue in the State of Vermont, County of Chittenden, and in the 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 or elsewhere in the United States.

9. Right to Enjoin/Limitation on Remedies.

a. Each Party agrees that the other Party will not have an adequate remedy at law for such party's noncompliance with the provisions of this Agreement and, therefore, the nonbreaching Party shall have the right to equitable remedies, including injunctive relief and specific performance, to enforce the performance by the breaching party of its obligations under this Agreement.

b. Notwithstanding Section 9(a), the City acknowledges that this Agreement expressly limits the City's remedies in the following Sections of this Agreement, and that the general right to enjoin as set forth in Section 9(a) will not be construed to modify such express limitations:

- i. Section 1(m), which expressly limits the City's remedies in the event Owner (i) fails to Commence Construction of the Revised Project on or prior to the Revised Project Construction Commencement Deadline, (ii) fails to maintain Continuous and Ongoing Construction of the Revised Project from and after having timely met its obligation to Commence Construction until Completion, and/or (iii) fails to timely complete and deliver the Public Improvements pursuant to Section 1(h). As provided in Section 1(m), in such event(s), the City may terminate the Temporary Construction Easement and enforce the MPI Construction Contract, but, without limitation to the City's rights under Section 4, the City has no other remedies at law or in equity except to the extent construction of the Public Improvements has at that time proceeded beyond the scope of the work that is subject to the MPI Construction Contract, in which event Section 1(m) allows the City to also seek other remedies as may be

available at law or in equity to compel the completion of the full scope of the Public Improvements and/or to reimburse the City for its cost to complete the same.

- ii. Section 4(c)(iii)(A), which expressly limits the City's remedies in the event certain conditions precedent to the City's obligation to issue TIF debt are not met prior to such debt issuance. As provided in Section 4(c)(iii)(A), in such event(s), the City shall have no obligation to issue the TIF debt and, therefore, no obligation to reimburse Owner for any TIF Eligible Costs, but, without limitation to the City's rights under Section 1(m), the City has no other remedies at law or in equity with respect to such event(s).
- iii. Section 4(c)(iii)(B), which expressly limits the City's remedies in the event Owner fails to Complete the entirety of the Revised Project on or prior to November 1, 2025 (as such date may be extended as provided in such Section). As provided in Section 4(c)(iii)(B), in such event, the City shall have certain rights to redeem the TIF bonds, and in which case the City shall have no obligation to reimburse Owner for any TIF Eligible Costs attributable to the Public Improvements that were to be constructed in connection with Phase(s) that were not timely completed, but, without limitation to the City's rights under Section 4(d) and Section 1(m), the City has no other remedies at law or in equity with respect to such event.

c. The Parties agree that the summary recitations set forth in Section 9(b) are meant to provide additional clarity by ease of cross-reference to certain Sections of this Agreement; any conflict between such summary recitations and the text of the respective Sections shall be resolved in favor of the text of the respective Sections.

d. Notwithstanding anything to the contrary, Owner acknowledges that the express limitations to the City's remedial rights set forth in this Agreement do not abrogate, modify or affect (i) the obligation of the Owner to construct and equip the Public Improvements concurrent with the construction of the Revised Project, (ii) the City's rights under Section 4(e) of this Agreement, (iii) the City's rights, acting in its governmental or regulatory capacity, to enforce Applicable Laws, including without limitation the City's right to enforce Owner's performance guaranty requirements for the Public Improvements as set forth in Section 1(j), or (iv) the City's remedial rights other than those expressly limited by this Agreement, and, in all cases, the City expressly reserves its rights to enforce such obligations and all Applicable Laws.

10. Attorneys' Fees. If any Party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the non-prevailing party, in addition to all court costs and disbursements, such sum as the applicable court may adjudge to be reasonable attorneys' fees.

11. Severability. If any term, covenant or condition contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially

prejudice any Party in their respective rights and obligations contained in the valid terms, covenants or conditions hereof, and the Parties shall cooperate to modify this Agreement to cause it to conform to the original language of this Agreement to the extent consistent with the finding of the court.

12. Construction; Headings. The Parties waive the benefit of any rule that this Agreement is to be construed against one Party or the other. The headings in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning hereof. The locative adverbs, “therein,” “hereunder,” “hereto,” “hereby,” “hereinafter” and like words, wherever the same appear in this Agreement, mean and refer to this Agreement in its entirety and not to any specific Section or Subsection hereof, unless expressly otherwise provided. The following words and phrases shall be construed as follows: (i) “at any time” shall be construed as “at any time or from time to time;” (ii) “any” shall be construed as “any and all;” (iii) “including” shall be construed as “including but not limited to;” (iv) “will” and “shall” shall each be construed as mandatory. Except as otherwise specifically indicated, all references to Section and Subsection numbers or letters shall refer to Sections and Subsections of this Agreement, and all references to exhibits refer to the exhibits attached to this Agreement. Whenever require by the context, the singular shall include the plural, and vice versa.

13. Business Day. As used in this Agreement, the term “business day” means any Monday through Friday on which commercial banks are authorized to do business and are not required by law or executive order to close in the State of Vermont. In the event the date for performance of any obligation or the exercise of any right under this Agreement falls on other than a business day, then such obligation shall be performed and such right may be exercised on the next succeeding business day.

14. Integration; Modification. This Agreement, including the background recitals and together with the exhibits referenced herein and/or attached hereto and all other agreements referenced herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements or representations, oral or written, on the same subject. This Agreement can be modified only by written agreement executed by authorized representatives of each Party.

15. No Partnership. The Parties do not intend by this Agreement to create, nor shall this Agreement be deemed to create, a partnership or a joint venture among the Parties; each Party is an independent actor and entity, and nothing in this Agreement shall be deemed to make either Party an agent or partner of the other, or to give either Party the right to bind the other in any way, notwithstanding any reference to the Revised Project as a “public-private partnership.”

16. Waiver. The failure of either Party to insist on strict performance of any of the provisions of this Agreement or to exercise any right it grants will not be construed as a relinquishment of any right or a waiver of any provision of this Agreement. No waiver of any provision or right shall be valid unless it is in writing and signed by a duly authorized representative of the Party granting the waiver.

17. Incorporation by Reference. The content of the Background section to this Agreement, including without limitation the definitions set forth therein, and all exhibits hereto and the terms

contained therein and the contents thereof, are incorporated into this Agreement by reference.

18. Authority. Each of the Parties warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and to thereby bind the Party on whose behalf such person, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement except as provided herein.

19. Notices. Notices and other communications required or permitted under this Agreement shall be in writing and delivered by hand against receipt, or shall be sent (i) by recognized overnight delivery service, (ii) by certified or registered mail, postage prepaid, with return receipt requested, or (iii) by email, provided that such email notes in both the subject line and body of the email that it is an official notice being sent under this Agreement, and is immediately followed by notice under either Subsection (i) or (ii) above. All notices shall be addressed as follows:

If to the City: City of Burlington
City Hall
1 Church St.
Burlington, VT 05401
Attention: Mayor Miro Weinberger
Email: miro@burlingtonvt.gov

With a copy to: City Attorney
City Hall
2 Church St.
Burlington, VT 05401
Email: ksturtevant@burlingtonvt.gov

If to Owner: Cityplace Partners LLC
Attn: David Farrington
110 Main Street
Suite 2B
Burlington, Vermont 05401
Email: dave@btvspaces.com

With a copy to: Bruce D. Baker, Esq.
Clarke Demas & Baker
346 Shelburne Road Suite 602 Burlington, Vt 05406
Email: bbaker@cdbesq.com

or to such other addresses as may be designated by a proper notice. Notices shall be deemed to be effective upon receipt (or refusal thereof) if personally delivered, sent by recognized overnight delivery service, or sent by certified or registered mail, postage prepaid, with return receipt requested; or upon receipt if such delivery is by email (as evidenced by email confirmation, provided that if such notice cannot be transmitted because of a problem affecting the receiving party's computer, the deadline for receiving such notice shall be extended through

the next business day, and if email confirmation indicates that it was sent after 5:00 p.m. (local time) on such day it shall be deemed to have been given on the succeeding business day.

20. Designated Representatives. Each Party shall designate one or more representatives to serve as the primary contact for communications relating to and issues arising under this Agreement. The City's designated representative is the Director of CEDO. Owner's designated representative is David Farrington. In the event that either Party changes its designated representative(s), it shall notify the other Party of the successor designated representative in accordance with Section 19.

21. Reporting Requirements. In the event that the Owner fails to timely file a report hereunder, the City shall provide the Owner written notice of such missing report(s) and Owner shall file such report(s) with the City within thirty (30) days of receipt of such notice. Any reporting obligations hereunder shall automatically terminate and shall cease to be of any further effect upon Completion of the Revised Project, other than reporting obligations with respect to periods prior to Completion of the Revised Project.

22. Term. Notwithstanding any other provision in this Agreement, this Agreement shall expire and be of no further force and effect on the date which is the later of (a) six (6) months after Completion of all Phases of the Revised Project, or (b) six (6) months after the City has delivered to Owner written acceptance of the Public Improvements, provided that any and all terms, warranties, conditions and provisions of this Agreement which are not fully performed or discharged as of any termination of this Agreement shall survive such termination and remain in full force and effect thereafter.

23. Amendment and Restatement. This Agreement amends and restates the First ARDA, as amended by the First Amendment to First ARDA, in its entirety. This Agreement does not modify either the Escrow Agreement or the Post Escrow Agreement, each of which remain in full force and effect, except with respect to the status of design and budgeting for the Public Improvements, Modified Public Improvements, and/or any Additional Public Improvements, with respect to each of which any conflict between this Agreement and either or both of the Escrow Agreement and/or the Post Escrow Agreement, the provisions of this Agreement shall control.

24. Memorandum of Agreement. Reference is made to that certain Memorandum of Amended and Restated Development Agreement, dated May 14, 2021 and recorded in Book 1595 at Page 42 among the Burlington Land Records. This Agreement shall not be recorded; provided that the Parties shall record a memorandum of this Agreement in form attached as **Exhibit K** hereto, including the consent of any existing lenders or mortgagees. Upon the expiration or sooner termination of this Agreement, the Owner and the City shall, upon written request by the other, execute and acknowledge, in recordable form, a release of the memorandum of this Agreement.

25. Grant Funding for Public Improvements. The Parties acknowledge that, as of the Effective Date, the City has or intends to make application for certain grants and/or other sources of funding for some or all of the Public Improvements and Additional Public Improvements (the "Grant Funding"), and that such Grant Funding, if awarded, will require the City to undertake

construction of such portions of the Public Improvements that are subject to the Grant Funding. The Parties acknowledge that the availability of Grant Funding would mutually benefit both Parties as well as the Revised Project. Accordingly, the terms and conditions of this Section 25 shall apply in the event the City is awarded Grant Funding, and, in such event, the terms and conditions of this Section 25 shall supersede other provisions of this Agreement in conflict therewith.

a. By written notice to Owner, the City may elect, in the City's sole and absolute discretion, to assume from the Owner the obligation to construct the PI Scope Two (the "Grant Funding Election"). If the City does not timely deliver such notice, the City will be deemed not to have made the Grant Funding Election and this Section 25 will thereafter be null and void and of no further force or effect. The City and the Owner will work in good faith to determine a mutually agreeable date by which the City must deliver such notice of its Grant Funding Election, and the Parties will memorialize the same in writing no later than January 15, 2023 in connection with their determination of the PI Scope One and the PI Scope Two as provided in Section 3(b), the Parties acknowledging that the determination of such notice date will depend substantially on how the components of the Public Improvements are allocated among the PI Scope One and the PI Scope Two.

b. If the City timely makes the Grant Funding Election, Owner shall no longer be obligated under this Agreement to construct the PI Scope Two, and all references in this Agreement with respect to Owner's rights and obligations with respect to the Public Improvements shall thereafter mean to refer only to the PI Scope One. For additional clarity, Owner is obligated to construct the PI Scope One regardless of whether or not the City makes the Grant Funding Election; the City's making, or not, of the Grant Funding Election determines which Party will construct the PI Scope Two.

c. If the City timely makes the Grant Funding Election, the Outside PI Completion Date for Owner to complete the PI Scope One will be advanced to a date to be mutually agreed upon in good faith by the Parties in writing no later than January 15, 2023, the Parties acknowledging that the determination of such date will depend substantially on how the components of the Public Improvements are allocated among the PI Scope One and the PI Scope Two as provided in Section 3(b).

d. If the City timely makes the Grant Funding Election, Section 3(h)(ii)(J)(b) of this Agreement (i.e., Tier 2 of the TIF Waterfall) shall be considered deleted in its entirety and replaced with the following:

"Tier 2(a) to reimburse the Owner and the City on a *pari passu* basis for (i) Owner's TIF Eligible Costs incurred on or after September 5, 2020 in connection with any completed and delivered Public Improvements in PI Scope One, up to the amount of the same as is reflected in the Final Budget pursuant to Section 3(h)(ii)(B) (the "PI Scope One Cap"), and (ii) the City's TIF Eligible Costs in connection with Public Improvements described in PI Scope Two, up to the amount of the same as is reflected in the Final Budget pursuant to Section 3(h)(ii)(B) (the "PI Scope Two Cap"). For clarity, once the smaller of the PI Scope One Cap or the PI Scope Two Cap is fully reimbursed to the applicable Party under this Tier 2(a), the other Party will continue to be reimbursed exclusively under this Tier

2(a) until such other Party's respective cap under this Tier 2(a) is met.

Tier 2(b) to reimburse the Owner and the City on a *pari passu* basis for their respective TIF Eligible Costs in connection with Public Improvements, if any, in excess of, respectively, the PI Scope One Cap and the PI Scope Two Cap, provided that, as in Tier 2(a) such costs of the Owner under this Tier 2(b) are limited to those incurred on or after September 5, 2020. For clarity, once the Party with the smaller cap coverage is reimbursed under this Tier 2(b), the other Party will continue to be reimbursed exclusively under this Tier 2(b) until such Party's cap coverage is fully reimbursed. For further clarity, all of the Parties' respective TIF Eligible Costs associated with the Public Improvements will be reimbursed under Tier 2(a) and/or Tier 2(b), to the extent there are sufficient funds available under the Available TIF Amount, except (i) those TIF Eligible Costs reimbursed to the City in Tier 1, and (ii) Owner's TIF Eligible Costs incurred on or after September 5, 2020 which will be reimbursed, if at all, under Tier 4".

e. If the City timely makes the Grant Funding Election, Section 3(h)(ii)(J)(d) of this Agreement (i.e., Tier 4 of the TIF Waterfall) shall be considered deleted in its entirety and replaced with the following:

"Tier 4, any remaining amount of the Available TIF Amount shall be allocated and distributed in a ratio of 60% to 40%, (i) with 60% of such amount allocated and distributed to the City to pay for Additional Public Improvements, and (ii) with 40% of such amount allocated and distributed to reimburse Owner for any TIF Eligible Costs incurred prior to September 5, 2020 in connection with any completed and delivered Public Improvements. Notwithstanding anything to the contrary, Owner shall have until January 15, 2023 to document, to the reasonable satisfaction of the City, any TIF Eligible Costs incurred prior to September 5, 2020 in connection with any completed and delivered Public Improvements, time being of the essence with respect thereto, and following which time Owner shall have no further right to reimbursement of such costs."

f. If the City timely makes the Grant Funding Election, the Parties agree to cooperate in good faith to coordinate their respective construction obligations, and to allow Owner to provide interim pedestrian access improvements or to allow Owner to timely take over portions of the PI Scope Two work that are necessary for the Owner to occupy a respective Phase(s) of the Revised Project, in the event the City is unable to timely complete such work prior to the Completion of the respective Phase(s) of the Revised Project. The Parties will cooperate in good faith to mutually agree upon the date(s) by which the City must have started the PI Scope Two work, beyond which time the Owner may elect to take over such portions of the PI Scope Two Work that are necessary for the Owner to occupy a respective Phase(s) of the Revised Project, and the Parties will memorialize the same in writing no later than January 15, 2023 in connection with their determination of the PI Scope One and the PI Scope Two as provided in Section 3(b), the Parties acknowledging that the determination of such take over date will depend substantially on how the components of the Public Improvements are allocated among the PI Scope One and the PI Scope Two.

g. The Parties acknowledge and agree that this Section 25 anticipates the City receiving the entire benefit of the Grant Funding for which it applies and that it is possible that

the City may be awarded less than all of such Grant Funding. If the City is awarded less than all of such Grant Funding, the Parties agree to cooperate in good faith to amend the terms of this Agreement if and as necessary to address such portion of the Grant Funding as the City may receive as consistently as possible within the framework of this Section 25.

h. The Parties agree to reasonably cooperate in good faith to execute, acknowledge, if necessary, and deliver such documents, certificates or other instruments and take such other actions as may be reasonably required from time to time to carry out the intents and purposes of this Section 25.

i. The Parties agree that their respective designated representatives, as provided in Section 20, are authorized to bind their respective Party in making the later agreements contemplated in this Section 25.

26. Waterfront TIF Reimbursement. Owner shall pay to the City for contribution by the City into the Waterfront TIF District an amount equal to \$150,000 per year (pro rated for any partial year) from April 1, 2019 until the date Owner Commences Construction of the Podium Phase of the Revised Project (as described in Section 1(a)(i)). Owner will make such payment as follows:

a. Owner will pay a first installment of \$141,500 within 10 business days of the date Owner Commences Construction of the Revised Project; and

b. The balance of the total amount due less such first installment will be divided by twelve, and Owner will pay one 1/12th installment of such balance each quarter starting in 2023 and continuing through 2025 in conjunction with Owner's quarterly tax payments to the City.

Owner and the City agree that such payment will approximate lost real estate tax revenue to the Waterfront TIF District during the period of construction inactivity between the Original Project and the Revised Project.

27. Counterparts. This Agreement may be executed in any number of counterparts, any or all of which may contain the signatures of less than all the Parties, and all of which shall be construed together as but a single instrument and shall be binding on the Parties as though one originally executed document. Signatures to this Agreement transmitted by electronic means shall be valid and effective to bind the Party so signing.

Signature Page to Follow

Execution Version

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized officers or representatives of the Parties as of the Effective Date.

CITYPLACE PARTNERS LLC

By: DCFZ
Name: David C Farrington Jr.
Title: Managing Member

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this 2nd day of November, 2022 personally appeared David Farrington Jr. to me known, being the Managing Member of Cityplace Partners LLC, and he acknowledged this instrument, by him signed, to be his free act and deed individually and on behalf of the entities on which he acted.

Before me [Signature]
Notary Public
Commission Expires: 1/31/2023
Commission Number: 157-0013990

CITY OF BURLINGTON

By: [Signature]
Name: Miro Weinberger
Title: Mayor

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this 2 day of November, 2022 personally appeared Miro Weinberger, to me known, being the Mayor of the City of Burlington, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of the City of Burlington.

Before me [Signature]
Notary Public
Commission Expires: 157-0012932
Commission Number: 1/31/2023



LIST OF EXHIBITS

Exhibits

- A Final Public Improvement Plans
- B Reserved
- C MPI Construction Contract
- C-1 MPI Plans and Specs
- D Preliminary Budget
- E Reserved
- F Reserved
- G Reserved
- H Form of Labor Compliance Certificate
- I Reserved
- J Reserved
- K Form of Memorandum of Agreement
- L Owner's February 21, 2021 Letter to City

Exhibit A

Final Public Improvement Plans

CityPlace Burlington – Pine and St Paul Streets Public Improvements

Issue Date December 30, 2021

Prepared by Engineering Ventures

Total Sheets 27

Great Streets – Bank & Cherry

Issued Date December 23, 2021

Prepared by Stantec Consulting Services, Inc.

Total Sheets 127

Burlington Great Streets – Bank and Cherry

Public Improvements – Special Provisions

Issued Date December 23, 2021

Prepared by Stantec Consulting Services, Inc.

Total Pages 161

Exhibit B

Reserved

Exhibit C

MPI Construction Contract

[Attached Behind]

AGREEMENT made as of the [] day of [] in the year 20[]

BETWEEN the Owner:

(Name, legal status, address and other information)

Cityplace Partners LLC, a Vermont limited liability company
Attn: David Farrington
110 Main Street
Suite 2B
Burlington, Vermont 05401
Email: dave@btvspaces.com

and the Contractor:

(Name, legal status, address and other information)

SD Ireland
Attention: Scott Ireland
193 Industrial Avenue
Williston, VT

and the Contract Beneficiary: The City of Burlington, Vermont

City of Burlington
Attention: City Attorney
City Hall
149 Church Street
Burlington, Vermont 05401

for the following Project:

(Name, location and detailed description)

Construction of below-grade improvements, plus at-grade road and concrete sidewalks, on new segments of Pine Street and St. Paul Street between Bank Street and Cherry Street, in accordance with the final construction drawings attached to this Agreement (the "MPI Plans and Specs"), including any amendment or Change Order approved by the parties and the Beneficiary. The Project scope and Work may include alternatives, as directed by the Beneficiary, and at the Beneficiary's cost, for offsite improvements required in connection with the Beneficiary's payment to acquire rights from the owners of 100 Bank Street, 150 Bank Street, and 77 Bank Street.

The Engineer:

(Name, legal status, address and other information)

Engineering Ventures
208 Flynn Ave
Burlington, VT 05401

The Owner, Contractor and Beneficiary agree as follows.

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TABLE OF ARTICLES

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2	THE WORK OF THIS CONTRACT
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4	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
5	CONTRACT SUM
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16	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract, if any, Drawings, Specifications, and any other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. Upon completion in accordance with the terms hereof, the Work shall be delivered free and clear of all liens.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner and Beneficiary to cooperate with the Engineer and exercise the Contractor's skill and judgment in furthering the interests of the Owner and Beneficiary; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's and Beneficiary's interests and in accordance with applicable laws and to a standard commensurate with Class A commercial development projects. The Owner, and only to the extent it relates to a Change Order or alternative proposed by the Beneficiary, the Beneficiary agrees to furnish and

approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

The Beneficiary is owner of the property on which the Work is to be performed and will be the owner of the Work upon delivery. The Owner and Contractor are entering into this Agreement for good and valuable consideration, the sufficiency of which Owner and Contractor hereby acknowledge, pursuant to their obligations set forth in connection with that certain CityPlace - 2 ARDA Escrow Agreement by and between the Beneficiary and the Owner, dated as of even date herewith (the "Escrow Agreement").

Contractor acknowledges and agrees that: (i) it is the "Contractor" as defined in the Escrow Agreement, (ii) the terms and conditions of the Escrow Agreement that are applicable to the Contractor are hereby incorporated herein by reference as if fully set forth herein, and (iii) Contractor is bound by the terms and conditions of the Escrow Agreement that are applicable to the Contractor.

This Agreement may not be assigned by Owner or Contractor without the prior written consent of the Beneficiary, which consent Beneficiary may grant or withhold in its sole discretion.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ [« »] The date of this Agreement.

☒ [«X»] A date set forth in a notice to proceed issued by the Beneficiary pursuant to and in accordance with the terms of the Escrow Agreement. Beneficiary's notice to proceed may limit the scope of the Work to be performed under this Agreement to reflect Owner's actual construction of certain Public Improvements (as defined in and pursuant to Owner's obligations set forth in connection with the Escrow Agreement), if any, as of the date of the Notice to Proceed.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [«X»] Not later than 180 calendar days from the date of commencement of the Work.

§ 4.3.2 Intentionally deleted

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner alone shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee, but excludes any costs arising out of any Change Orders proposed by the Beneficiary or any alternatives directed by the Beneficiary. The City of Burlington, as the Beneficiary under this Contract, shall bear no obligation or responsibility to pay the Contractor for the Contract Sum or any portion thereof, but the Contractor shall nonetheless be fully obligated to complete the improvements pursuant to this Contract regardless of the status of payment of the Contract Sum. Contractor agrees to look solely to Owner (and not the Beneficiary) for payment for the Work.

Notwithstanding the foregoing, the Beneficiary shall bear the costs related to, and shall directly pay the Contractor for, any Change Orders directed by the Beneficiary or any alternatives directed by the Beneficiary, as permitted under the Project scope. Each such Change Order or alternative directed by the Beneficiary shall provide for payment by the Beneficiary to the Contractor, and specific payment terms relating thereto.

§ 5.1.1 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

5% of the cost of the Work (excluding any costs arising out of any Change Orders proposed by the Beneficiary or any alternatives directed by the Beneficiary)

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

5% of the amount of any approved Change Order proposed or ordered by Owner.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work: No payment for any other matter except the 5% fee specified above in 5.1.1 and 5.1.2. shall be due and payable by Owner to the Contractor under this Contract.

« »

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

§ 5.1.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

The Beneficiary shall be entitled to liquidated damages if the Project is not timely completed as stated in this Contract in the amount of five hundred dollars (\$500.00) per day, subject to the provisions of Section 14.2. No other damages shall be paid to nor shall the Beneficiary be entitled to any other damages for a late delivery by the Contractor.

§ 5.2 Cost to be Paid by Owner.

§ 5.2.1 The Contract Sum (Cost of the Work plus the Contractor Fee) is not guaranteed by the Contractor, Owner shall pay Contractor all Costs as defined in this Agreement that the Contractor incurs in completing the Work hereunder, excluding only any Costs arising out any Change Orders proposed by the Beneficiary or any alternatives directed by the Beneficiary. And Cost shall include and be adjusted for additions and deductions by Change Order (other than those proposed by the Beneficiary) as provided in the Contract Documents. The Cost as defined in this section is referred to in the Contract Documents as the amount to be paid by the Owner to the Contractor for completion of the Work, excluding any costs arising out any Change Orders proposed by the Beneficiary or any alternatives directed by the Beneficiary. As set forth in Section 5.1, the Beneficiary shall directly pay the Contractor for any costs arising out any Change Orders proposed by the Beneficiary or any alternatives directed by the Beneficiary, and any such Change Order or alternative directed by the Beneficiary shall provide the specific payment terms relating thereto.

§ 5.2.2 To the extent that the Contract Documents are anticipated to require further development, the Contract Sum includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Contract Sum on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Contract Sum, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 Intentionally deleted

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work, excluding any costs arising out of any Change Orders proposed by the Beneficiary or any alternatives directed by the Beneficiary. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents (including any Change Order or alternative proposed or directed by the Beneficiary), any cost is subject to the Owner's or the Beneficiary's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner or, with respect to costs to be borne by the Beneficiary hereunder, the prior written approval of the Beneficiary.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

<< >>

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Engineer as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT INCLUDED IN COST OF WORK

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7; and

- .8 Costs arising out of any Change Orders proposed by the Beneficiary or any alternatives directed by the Beneficiary, which shall be paid for directly by the Beneficiary to the Contractor in accordance with the applicable Change Order or alternative.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 9.3 The Beneficiary shall have the rights of the Owner under this Article 9 with respect to any Beneficiary directed Change Orders.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Engineer and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Engineer and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Engineer, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Contract Sum by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

§ 10.3 The Beneficiary shall have the rights of the Owner under this Article 10 with respect to any Beneficiary directed Change Orders.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner and the Beneficiary with respect to any Beneficiary directed Change Orders. The Owner and the Owner's auditors, and with respect to any Beneficiary directed Change Orders, the Beneficiary and the Beneficiary's auditors, shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Engineer by the Contractor, and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 12.1.3 Provided that an Application for Payment is received by the Engineer not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« ») days after the Engineer receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Engineer to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Contract Sum but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.5.2 Intentionally deleted

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Engineer.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed.

§ 12.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner (or the Beneficiary with respect to any Beneficiary directed Change Orders), suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Engineer determines, in the Engineer's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a

fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner (or the Beneficiary with respect to any Beneficiary directed Change Orders);
- .2 The amount, if any, for Work that remains uncorrected and for which the Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors (or the Beneficiary’s auditors with respect to any Beneficiary directed Change Orders) in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

« »

§ 12.1.8.1. For each progress payment made toward a Beneficiary directed Change Order prior to Substantial Completion, the Beneficiary may withhold the following amount, as retainage, from the payment otherwise due: 10%

§ 12.1.8.2 Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes any retainage withheld from Prior Applications for Payment.

§ 12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 12.1.10 Except with the Owner’s prior written approval, or in the case of Change Orders directed by the Beneficiary or alternatives directed by the Beneficiary under the Project Scope, the Beneficiary’s prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.11 The Owner and the Contractor, or in the case of Change Orders directed by the Beneficiary or alternatives directed by the Beneficiary under the Project Scope, the Beneficiary and the Contractor, shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.12 In taking action on the Contractor’s Applications for Payment the Engineer shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Engineer has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Engineer has made exhaustive or continuous on-site inspections; or (3) that the Engineer has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner’s auditors acting in the sole interest of the Owner. Such examinations, audits, and verifications, if required by the Beneficiary, will be performed by the Beneficiary’s auditors acting in the sole interest of the Beneficiary.

§ 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Engineer in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Engineer that it will not conduct an audit. Within 30 days of the Beneficiary's receipt of the Contractor's final accounting for the Cost of the Work applicable to any Beneficiary directed Change Orders, the Beneficiary shall conduct an audit of the Cost of the Work or notify the Engineer that it will not conduct an audit.

§ 12.2.2.1 If any party conducts an audit of the Cost of the Work, the party shall, within 30 days after completion of the audit, submit a written report based upon the auditors' findings to the Engineer.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that no party will conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Engineer will either issue to the Owner (and the Beneficiary with respect to any Beneficiary directed Change Orders) a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Engineer's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Engineer is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If any auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Engineer's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner, or as applicable, the Beneficiary, shall pay the Contractor the amount certified in the Engineer's final Certificate for Payment.

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer's final Certificate for Payment, or as follows:

« »

§ 12.2.4 Intentionally deleted

§ 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Engineer will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

§ 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- [« »] Arbitration pursuant to Section 15 of AIA Document A201–2017
- [« »] Litigation in a court of competent jurisdiction
- [« »] Other (*Specify*)

If the Owner and Contractor, or the Beneficiary and the Contractor as applicable, do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction and the substantially prevailing party shall be entitled to reasonable attorneys' fees and expenses to the extent deemed reasonable and appropriate under all the circumstances by the court having jurisdiction over such litigation.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 Subject to the Beneficiary's prior written approval, which may be given or withheld in the Beneficiary's sole discretion, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017. Absent Beneficiary's prior written approval, which may be given or withheld in Beneficiary's sole discretion, Contractor shall not have any right to terminate or suspend its obligations to complete the Work in the event of any Owner default and/or in the event of Owner's bankruptcy, insolvency, dissolution, or other circumstance affecting Owner's ability to pay Contractor under this Agreement. In all events, Contractor expressly assumes the obligation to complete the Work on Beneficiary's behalf and expressly waives any right under this Agreement, at common law or in equity to be paid by Beneficiary (other than with respect to Beneficiary directed Change Orders). Contractor acknowledges that it has entered into the Contract for good and valuable consideration.

§ 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If, subject to Beneficiary's prior approval (which may be given or withheld in the Beneficiary's sole discretion), the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Intentionally deleted

« »

§ 14.2 Suspension

Subject to the Beneficiary's prior approval (which may be given or withheld in the Beneficiary's sole discretion), the Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2.1 The Owner's representative:

(Name, address, email address and other information)

David Farrington
110 Main Street
Suite 2B
Burlington, Vermont 05401
Email: dave@btvspaces.com

§ 15.2.2 The Beneficiary's Representative:

Name: Chapin Spencer, Director, City of Burlington Department of Public Works
Address: 645 Pine St Ste A, Burlington, VT 05401
Email Address: cspencer@burlingtonvt.gov

§ 15.3 The Contractor's representative:

(Name, address, email address and other information)

Scott Ireland
193 Industrial Avenue
Williston, VT 05495
SCOTT@SDIRELAND.COM

§ 15.4 No party's representative shall be changed without ten days' prior notice to the other parties.

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. The Beneficiary shall be an additionally named insured in all required policies of insurance.

§ 15.5.2 The Contractor shall provide payment and performance bonds as set forth in AIA Document A102™–2017 Exhibit A, and elsewhere in the Contract Documents. The Beneficiary shall be a named beneficiary and shall be entitled to rely upon and enforce all such bonds.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 15.7 Other provisions: This Contract may not be amended by the Owner and Contractor without the prior written approval of the Beneficiary, which shall not be unreasonably withheld or delayed, except with respect to the material terms hereof the modification of which are expressly subject to the Beneficiary's sole discretion

§ 15.8 This Agreement may be executed in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the Parties as though one originally executed document. Signatures to this Agreement transmitted by electronic means shall be valid and effective to bind the party so signing.

« »

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A102™–2017, Exhibit A, Insurance and Bonds [as attached, but replacing the owner as identified thereon with Cityplace Partners LLC]
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16.

- .8 Other Exhibits:
(Check all boxes that apply.)

[☐] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[☐] The Sustainability Plan:

Title	Date	Pages

[☒] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Burlington Standard Contract Conditions for Construction Contractors.			
MPI Plans and Specs			

To the extent of any inconsistency between the Burlington Standard Contract Conditions for Construction Contractors and any other Contract Document, the conditions of the Burlington Standard Contract Conditions for Construction Contractors shall prevail.

- .9** Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« Escrow Agreement and associated documents »

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

 Scott Ireland, CEO

(Printed name and title)

 Beneficiary: City of Burlington, Miro Weinberger, Mayor

21649200.3

AIA[®] Document A102[™] – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, by and between the Owner, the Contractor and the Contract Beneficiary, dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

for the following **PROJECT**:

Construction of below-grade improvements, plus at-grade road and concrete sidewalks, on new segments of Pine Street and St. Paul Street between Bank Street and Cherry Street, in accordance with the final construction drawings attached to the Agreement (the "MPI Plans and Specs"), including any amendment or Change Order approved by the parties and the Beneficiary. The Project scope and Work may include alternatives, as directed by the Beneficiary, and at the Beneficiary's cost, for offsite improvements required in connection with the Beneficiary's payment to acquire rights from the owners of 100 Bank Street, 150 Bank Street, and 77 Bank Street.

THE OWNER:

BTC Mall Associates, LLC
101 Cherry Street, Suite 440
Burlington, Vermont 05701

THE CONTRACTOR:

SD Ireland
Attention: Scott Ireland
193 Industrial Avenue
Williston, VT

THE CONTRACT BENEFICIARY:

City of Burlington
Attention: City Attorney
City Hall
149 Church Street
Burlington, Vermont 05401

TABLE OF ARTICLES

- A.1 GENERAL**
- A.2 OWNER'S INSURANCE**
- A.3 CONTRACTOR'S INSURANCE AND BONDS**
- A.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201[™]-2017, General Conditions of the

Contract for Construction or, as applicable the Burlington Standard Contract Conditions for Construction Contractors.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Contract Beneficiary, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance

of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- [☐] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

- [☐] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

- [☐] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

- [☐] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

- [☐] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

- [☐] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

- [☐] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects,

engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- [« »] § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

- [« »] § A.2.5.2 **Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 **Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner and the Contract Beneficiary evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner and the Contract Beneficiary as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 **Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner and the Contract Beneficiary any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Contract Beneficiary, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner and the Contract Beneficiary as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's or the Contract Beneficiary's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than Two Million Dollars (\$2,000,000) each occurrence, Four Million Dollars (\$4,000,000) general aggregate, and Four Million Dollars (\$4,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than Three Million Dollars (\$3,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand (\$500,000) each employee, and Five Hundred Thousand Dollars (\$500,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- [☒] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner and the Contract Beneficiary with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

The Contract Beneficiary shall be the insurance trustee.

- [☐] § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « ») per

claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] § A.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[« »] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« »] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[« »] § A.3.3.2.6 **Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum
Payment Bond	\$5.75M
Performance Bond	\$5.75M

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

The Contract Beneficiary shall be included as an additional insured on all policies of insurance maintained hereunder and shall be a named beneficiary of the surety bonds issued in connection with the Project.

**BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSTRUCTION CONTRACTORS**

1. DEFINITIONS:

- A. The "Contract" shall mean the agreement between Contractor and Owner, to which the City is the Contract Beneficiary, and to which Contract these conditions apply and which Contract includes this Attachment. To the extent of any inconsistency between these conditions and any other Contract Document, the terms most favorable to the City shall control.
- B. The "Contractor" shall mean SD Ireland.
- C. The "Owner" shall mean BTC Mall Associates, LLC.
- D. The "City" shall mean the City of Burlington, Vermont or any of its departments.
- E. The "Effective Date" shall mean the date on which the Contract becomes effective according to its terms, or if no effective date is stated, the date that all parties to it have signed.
- F. The "Parties" shall mean the parties to the Contract.
- G. The "Work" shall mean the services being provided by the Contractor, as provided in the Contract.

2. REGISTRATION: The Contractor agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this contract is effective. This registration must be complete prior to contract execution.

3. INSURANCE: Prior to beginning any work, the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the start of the Work under the Contract. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the Owner and the City. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the Owner and the City on an annual basis. Copies of any insurance policies may be required. Each policy (with the exception of professional liability and worker's compensation) shall name the Owner and the City as an additional insured for the possible liabilities resulting from the Contractor's actions or omissions. The liability insurance furnished by the Contractor is primary and non-contributory for all the additional insured.

The Contractor is responsible to verify and confirm in writing to the Owner and the City that:
(i) all subcontractors must comply with the same insurance requirements as the Contractor; (ii) all coverage shall include adequate protection for activities involving hazardous materials; and
(iii) all work activities related to the Contract shall meet minimum coverage and limits.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been developed and must be met to protect the interests of the Owner and the City.

A. General Liability And Property Damage: With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Medical Expenses

Coverage limits shall not be less than:

- | | |
|----------------------------------|-------------|
| 1. General Aggregate | \$2,000,000 |
| 2. Products-Completed/Operations | \$2,000,000 |
| 3. Personal & Advertising Injury | \$1,000,000 |
| 4. Each Occurrence | \$1,000,000 |
| 5. Damage to Rented Premises | \$ 250,000 |
| 6. Med. Expense (Any one person) | \$ 5,000 |

B. Workers' Compensation: With respect to all operations performed, the Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

1. Bodily Injury by Accident: \$500,000 each accident
2. Bodily Injury by Disease: \$500,000 policy limit,
\$500,000 each employee

C. Automobile Liability: The Contractor shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the Contract. Each policy shall provide coverage with a limit not less than: \$1,000,000 - Combined Single Limit for each occurrence.

D. Umbrella Liability:

1. \$1,000,000 Each Event Limit
2. \$1,000,000 General Aggregate Limit

4. **CONFLICT OF INTEREST:** The Contractor shall disclose in writing to the Owner and the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its subcontractors, if any.
5. **PERSONNEL REQUIREMENTS AND CONDITIONS:** The Contractor shall employ only qualified personnel with responsible authority to supervise the work. The Owner shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

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

The Contractor warrants that no company or person has been employed or retained (other than a bona fide employee working solely for the Contractor) to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Contractor to be paid, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract.

The City reserves the right to require removal of any person employed by a Contractor from work related to the Contract, for misconduct, incompetence, or negligence, in the opinion of the City, in the due and proper performance of Contractor's duties, or who neglects or refuses to comply with the requirements of the Contract.

6. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.
7. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and any subcontractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions, and contents of work performed under the Contract. The Contractor shall be responsible to the Owner and the City for all acts or omissions of its subcontractors and any other person performing work under this Contract.
8. **INSPECTION OF WORK:** The Owner and the City shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor

shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the Owner or the City or representatives for either the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site.

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

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

The City shall provide the land and/or construction easements for the land upon which the Work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the Contractor's cost and expense any additional land required.

10. PROTECTION OF PROPERTY:

- A. In General: Contractor shall avoid damage, as a result of its operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors, and the property of the City and others. Contractor shall, at its own expense, repair any damage to any property caused by Contractor's operations.
- B. Underpinning and Shoring: Contractor shall become familiar with the requirements of local and state laws applicable to underpinning, shoring and other work affecting adjoining property, and wherever required by law Contractor shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected in any way by the excavations or other operations connected with the work to be performed under this Contract.
- C. Damage to Utilities: Contractor shall be responsible for all damage to any utility equipment or structures caused by its acts or omissions to act, whether negligent or otherwise, and shall leave the utility equipment or structures in as good condition as they were in prior to the commencement of operations under this contract. However, any utility equipment or structures damaged as a result of any act, or omission to act, of the contractor may, at the option of the city department, utility company, or other party owning or operating the utility equipment or structures damaged, be repaired by the City department,

utility company, or other party, and in that event, the cost of repairs shall be borne by Contractor.

11. PUBLIC RELATIONS: Throughout the performance of the Contract, the Contractor will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Contractor shall conduct themselves with propriety. The Contractor agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the Owner or the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Contractor agrees that any work will be done with minimum damage to the property and disturbance to the off-site owner. Upon request of the Contractor, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting under contract with the City.

12. INTENTIONALLY OMITTED.

13. APPEARANCES:

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

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

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

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

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

14. RESPONSIBILITY OF COST: The Contractor shall furnish and pay the cost, including taxes (except tax-exempt entities) and all applicable fees, of all the necessary materials and shall furnish and pay for full time on-site superintendence during any construction activity, labor, tools, equipment, and transportation. The Contractor shall perform all the Work in strict accordance with the Contract Documents and any amendments thereto and any approved

supplemental plans and specifications. The Contractor agrees to pay all claims for labor, materials, services and supplies and agrees to allow no such charge, including no mechanic's lien, to be fixed on the property of the City.

15. INTENTIONALLY OMITTED.

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

17. INTENTIONALLY OMITTED.

18. CHANGE ORDERS & AMENDMENTS: No changes or amendments to the Contract shall be effective unless documented in writing and signed by authorized representatives of the Owner, the City and the Contractor. All changes affecting the project's construction cost, length of time, or modifications of the terms or conditions of the Contract, must be authorized by means of a written Contract Change Order which is mutually agreed to by the Owner, the City and Contractor. All changes must be recorded on a Contract Change Order (which form is part of these Contract Documents) and fully executed before they can be included in a partial payment estimate.

19. EXTENSION OF TIME: The Contractor agrees to prosecute the work continuously and diligently, and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. The Contractor may request an extension of time for such delays or hindrances, if any.

Time extensions may be granted by amendment only for excusable delays, such as delays beyond the control of the Contractor and without the fault or negligence of the Contractor.

The City may suspend the work or any portion thereof for a period of not more than ninety (90) days at its discretion or such further time as agreed by the Contractor. The Contractor will be allowed an extension of contract time directly attributable to any suspension.

20. PUBLIC HEALTH EMERGENCY:

A. Compliance with Mandates and Guidance: The Contractor is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor shall

adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.

B. Creation of Public Health Emergency Plan: For any work performed on-site at a City location, the Contractor shall create a public health emergency plan acceptable to the City. The Contractor shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.

- a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:
 - i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor's workers;
 - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
 - iii. A schedule for possible updates to the plan as standards and mandates change; and
 - iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.
- b. Review and Acceptance of Plan:
 - i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
 - ii. The City shall have sole discretion to require changes to the plan.
 - iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

C. Enforcement & Stoppage of Work: If Contractor fails to comply with either 1) the approved public health emergency plan, or 2) any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute a breach of the Contract.

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

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

D. City Liability Relating to Potential Delays: If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any

expenses or losses incurred as a result of any delays. Any delays related to a public health emergency will be excusable, but will not be compensable.

21. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other party of the likelihood or actual occurrence of a Force Majeure event. The suspension of any obligations under this section shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

22. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The City may, in writing, require or agree to changes, or additions to or deletions from the originally contemplated scope of work.

The value of such changes, to the extent not reflected in other payments to the Contractor, shall be incorporated in an amendment and be determined by mutual agreement, by one or more of the following:

1. Fixed Price. By a price that is not subject to any adjustment on the basis of the Contractor's expenses experienced in performing the work. The Contractor is fully responsible for all costs and resulting profit or loss.
2. Rate Schedule. By unit prices designated in the Contract, or by unit prices covered under any subsequent contracts.
3. Actual Cost. By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

No changes for which additional fee payment is claimed shall be made unless pursuant to a written order from the City, and no claim for payment shall be valid unless so ordered.

The Contractor agrees to maintain complete and accurate records of all change work, in a form satisfactory to the City. The City reserves the right to audit the records of the Contractor related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Contract. When changes are so ordered, no additional work shall be performed by the Contractor until a Contract amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time that may be necessitated

as a result of extra work or additional services and changes shall be given consideration and evaluated insofar as it directly relates to the change.

- 23. FAILURE TO COMPLY WITH TIME SCHEDULE:** If the City is dissatisfied because of slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Contractor written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written notice is received by the Contractor, the City shall have the right to take control of the Work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Contractor any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Contractor an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Contractor is in default after the time of completion stipulated in the Contract Documents.
- 24. RETURN OF MATERIALS:** Contractor agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it pursuant to the Contract.
- 25. PAYMENT NO RELEASE:** No payment, however, final or otherwise, shall release the Contractor or its sureties from any obligations under the Contract Documents or any performance or payment bond.
- 26. OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed in the course of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 27. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractor under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 28. PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the

Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

29. RECORDS RETENTION AND ACCESS: The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, electronic data media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and any time within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, subcontractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

30. WARRANTY: In addition to any warranty provided by the manufacturer or distributor, Contractor guarantees the Work performed, and all materials or equipment furnished, to be free from defects in material and workmanship for a minimum period of one (1) year from the date of the City's acceptance of completion. The Contractor's warranty is not intended and shall not be interpreted as a limitation upon the City's rights or a waiver of manufacturer and distributor warranties, any subcontractor warranties, or any other warranties provided in connection with the Work.

Contractor, at its own expense, shall make any repairs, or replacement necessary to correct these defects to the satisfaction of the City.

This warranty of material and workmanship applies only:

1. To the property only as long as it remains in the possession of the City.
2. To the Work that has not been subject to accident, misuse, or abuse by someone other than the Contractor.
3. To the Work that has not been modified, altered, defaced, or had repairs made or attempted by someone other than the Contractor.

4. If the Contractor is immediately notified in writing within ten (10) days of first knowledge of the defect by the City.
5. If the Contractor is given the first opportunity to make any repairs, replacements, or corrections to the defective construction at no cost to the City within a reasonable period of time.

Under no circumstances shall Contractor be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of the construction defect.

If the Contractor is unable, after receipt of two (2) written notices given to Contractor by the City, to successfully repair or replace the labor, equipment, or materials within six (6) months of the second notice, then the District's repair and replace warranty shall be deemed to have failed and the City's rights and remedies shall not be limited by the provisions of this section.

31. **CONTRACT DISPUTES:** In the event of a dispute between the Parties to this Contract, each party will continue to perform its obligations unless the Contract is terminated in accordance with these terms.
32. **SETTLEMENTS OF MISUNDERSTANDINGS:** To avoid misunderstandings and litigation, it is mutually agreed by all Parties that the City Department of Public Works shall act as referee on all questions arising under the terms of the Contract and that the decision of the City Engineer in such cases shall be binding upon both Parties.
33. **CITY'S OPTION TO TERMINATE:** The Contract may be terminated in accordance with the following provisions, which are not exclusive:
 - A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Contractor, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Contractor will be made by Owner promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. The Contractor shall make no claim for additional compensation against the City by reason of such termination.
 - B. Termination for Cause:
 - i. Breach: Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Contractor's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract;

failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Contractor will not be in default for any excusable delays as provided in Sections 18-20.

The City may give Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this contract for cause.

- ii. Dishonest Conduct: If Contractor engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- iii. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.
- iv. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

34. GENERAL COMPLIANCE WITH LAWS: The Contractor and any subcontractor approved under this Contract shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance, and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

35. SAFETY REQUIREMENTS: The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any VOSHA (Vermont OSHA) Safety and Health requirements, including the provision and use of appropriate safety equipment and practices.

The Contractor, and not the City, shall be responsible for the safety, efficiency, and adequacy of Contractor's or its subcontractors' plant, appliances, equipment, vehicles, and methods, and for any damages, which may result from their failure or their improper construction, maintenance or operation.

36. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Contract, the Contractor will not discriminate against any employee or applicant for

employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Contractor, and any subcontractors, shall comply with any Federal, State, or local law, statute, regulation, executive order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

37. CHILD SUPPORT PAYMENTS: By signing the Contract, the Contractor certifies, as of the date of signing the Contract, that the Contractor (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.

38. TAX REQUIREMENTS: By signing the Contract, the Contractor certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, the Contractor is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.

39. INDEMNIFICATION:

A. Indemnification by Contractor: Except for the gross negligence or willful misconduct by the City, or any of its boards, officers, agents, employees, assigns and successors in interest, contractor undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its subcontractors of any tier.

B. Notice of Claims & City's Right to Participate: If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Contractor in writing that a claim to which the indemnification provision may apply has been filed. Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies.

C. City's Rights and Remedies: Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of Vermont.

D. No Indemnification by City: Under no conditions shall the City be obligated to indemnify the Contractor or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs of the Contractor or any third party.

40. NO GIFTS OR GRATUITIES: The Contractor shall not make any payment or gift or donation of substantial value to any elected official, officer, employee, or agent of the City during the term of this Contract.

41. ASSIGNMENT: Contractor shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any subcontractor is approved, Contractor shall be responsible and liable for all acts or omissions of that subcontractor for any Work performed. If any subcontractor is approved, Contractor shall be responsible to ensure that the subcontractor is paid as agreed and that no lien is placed on any City property.

42. TRANSFERS, SUBLETTING, ASSIGNMENTS, ETC: Contractor shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City and further, if any subcontractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Contractor of responsibility for the performance of that portion of the work so transferred. The form of the subcontractor's contract shall be as developed by the Contractor and approved by the City. The Contractor shall ensure that insurance coverage exists for any operations to be performed by any subcontractor as specified in the insurance requirements section of this Contract.

The services of the Contractor, to be performed under the Contract, shall not be transferred without written authorization of the City. Any authorized sub-contracts shall contain all of the same provisions contained in and attached to the original Contract with the City.

43. CONTINUING OBLIGATIONS: The Contractor agrees that if because of death, disability, or other occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the Contractor nor its surviving members shall be relieved of their obligations to complete the Contract unless the City agrees to terminate the Contract because it determines that the Contractor is unable to satisfactorily execute the Contract.

44. INTERPRETATION & IMPLEMENTATION: Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of the Parties.

45. ARM'S LENGTH: This Contract has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Contractor.

46. RELATIONSHIP: The Contractor is an independent contractor and shall act in an independent capacity and not as officers or employees of the City. To that end, the Contractor shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Contractor shall provide its own tools, materials, or equipment. The Parties agree that neither the Contractor nor its principal(s) or employees are entitled to any employee benefits from the City. Contractor understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Contractor agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

The Contractor understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

47. CHOICE OF LAW: Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.

48. JURISDICTION: All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont.

49. BINDING EFFECT AND CONTINUITY: This Contract shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.

50. SEVERABILITY: The invalidity or unenforceability of any provision of this Contract or the Contract Documents shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

51. ENTIRE CONTRACT & AGREEMENT: This Contract, including the Contract Documents and all agreements referenced therein (and all agreements referenced in such agreements referenced therein), constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

- 52. APPENDICES:** The City may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.
- 53. NO THIRD PARTY BENEFICIARIES:** This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.
- 54. WAIVER:** A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

20619997.1

Attachment to MPI Construction Contract

MPI Plans and Specs

CityPlace Burlington – Pine and St Paul Streets Public Improvements

Issue Date December 30, 2021
Prepared by Engineering Ventures
Total Sheets 27

Modified Public Improvements

Issued Date December 23, 2021
Prepared by Stantec Consulting Services, Inc.
Total Sheets 5

Scope of Work for Modified Public Improvements – Bank and Cherry Street

Issued Date November 23, 2021
Prepared by Stantec Consulting Services, Inc.
Total Pages 8

Burlington Great Streets – Bank and Cherry

Public Improvements – Special Provisions

Issued Date December 23, 2021
Prepared by Stantec Consulting Services, Inc.
Total Pages 161

21661142.1

Exhibit C-1

MPI Plans and Specs

CityPlace Burlington – Pine and St Paul Streets Public Improvements

Issue Date December 30, 2021

Prepared by Engineering Ventures

Total Sheets 27

Modified Public Improvements

Issued Date December 23, 2021

Prepared by Stantec Consulting Services, Inc.

Total Sheets 5

Scope of Work for Modified Public Improvements – Bank and Cherry Street

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Total Pages 8

Burlington Great Streets – Bank and Cherry

Public Improvements – Special Provisions

Issued Date December 23, 2021

Prepared by Stantec Consulting Services, Inc.

Total Pages 161

Exhibit D

Preliminary Budget

[Attached Behind]

Exhibit D - Advanced Preliminary Budget

10/24/2022		Estimated TIF Eligible Costs	TIF Reimbursement Amount	TIF Balance
TIF Waterfall				
Tier 1				10,000,000 Estimated TIF debt amount
City's TIF Eligible Costs		750,000		
Payment to 100 Bank		440,000		
Tier 1 total:		1,190,000	1,190,000	8,810,000 Projected balance of TIF funds after Tier 1
Tier 2				
Public Improvements after 9/5/2020		10,242,176	8,810,000	0 Projected balance of TIF funds after Tier 2
Tier 3				
Macy's Easement Costs		1,250,000	0	0 Projected balance of TIF funds after Tier 3
Tier 4				
Owner TIF eligible Costs Prior to 9/5/2020		2,000,000	0	0 Projected balance of TIF funds after Owner's share of Tier 4
City API and/or Excess TIF Eligible Costs		17,000,000	0	0

Notes:

- 1) All reimbursements are subject to the definition of "TIF Eligible Costs" in section 3(h)(ii)(B), the "TIF Waterfall" in 3(h)(ii)(J), and other applicable sections of the ARDA 2.0.
- 2) TIF Eligible Costs will be determined in accordance with Applicable Law.
- 3) All values are preliminary estimates. Tier 2 value based on CPP estimation dated 10-13-2022. Final values to be determined.

Exhibit E

Reserved

Exhibit F

Reserved

Exhibit G

Reserved

Exhibit H

Form of Labor Compliance Certificate

Certification of Compliance with Labor Standards

Whereas, Cityplace Partners, LLC ("Owner") and the City of Burlington (the "City") have entered into a Second Amended and Restated Development Agreement dated _____, 2022 (the "Development Agreement") in connection with the redevelopment of the Burlington Town Center property (the "Project").

Whereas, as material consideration for the City's entry into the Development Agreement, Sections 5(b)(vii) and 5(b)(viii) of the Development Agreement require that Owner "shall hire contractors and subcontractors who pay appropriate wages, properly classify employees, obey labor laws, participate (where applicable) in formal apprenticeship training programs, and provide employer funded health and retirement benefits."

Whereas, the undersigned is an authorized agent of (the "Contractor"), which has been hired as a contractor or subcontractor in connection with the Project.

Now, therefore, in recognition and consideration of the foregoing, the Contractor hereby certifies under oath as follows:

1. At all times in connection with the Project, the Contractor:
 - Pays and shall pay appropriate wages;
 - Properly classifies and shall properly classify employees;
 - Obeys and shall obey labor laws;
 - Participates and shall participate (where applicable) in formal apprenticeship training programs; and
 - Provides and shall provide employer-funded health and retirement benefits.
2. A copy of this Certification shall be posted in the workplace(s) or other location(s) where Contractor's Project employees work.
3. Contractor will provide verification of an employee's compensation, produce payroll or health insurance enrollment records, or provide other relevant documentation (including that of any subcontractor), as deemed necessary by the City's Chief Administrative Officer, within ten (10) business days from receipt of a request by the City.
4. Contractor will cooperate in any investigation conducted by the Office of the City Attorney with respect to Contractor's compliance with the contents of this Certification.
5. Contractor will not retaliate (nor allow any subcontractor to retaliate) against an employee or other person because an employee has exercised rights or the person has cooperated in an investigation conducted pursuant to this Certification.

Execution Version

Date: _____

By: _____

Name: _____

Contractor

STATE OF _____

_____ COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 20__
personally appeared _____, to me known, being the _____ of
_____, and s/he acknowledged this instrument, by him/her signed, to be
his/her free act and deed individually and on behalf of the entity on which he acted.

Before me _____

Notary Public

Commission Expires:

Commission Number:

Exhibit I

Reserved

Exhibit J

Reserved

Exhibit K

Form of Memorandum of Agreement

MEMORANDUM OF
SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“Memorandum”) is made as of _____, 2022 (“Effective Date”), by and between the City of Burlington, a Vermont municipal corporation (the “City”) and Cityplace Partners LLC, a Vermont limited liability company (“CPP”, and together, the “Parties”).

RECITALS

- A. CPP owns certain real property depicted as Parcel 2 on a plan entitled “Lot Line Adjustment for BTC Mall Associates LLC, 101 Cherry Street, Burlington, Vermont” prepared by LATITUDES Land Surveying dated January 9, 2017, last revised January 24, 2017, consisting of 1 sheet, recorded in Map Slide 533B of the City of Burlington Land Records (the “Plan”), numbered 130 Bank Street, Burlington, Vermont, Parcel No. 044-4-033-000 (the “CPP Property”), having acquired the same by the deed of BTC Mall Associates LLC (the “Prior Owner”) recorded May 27, 2022 in Book 1668 at Page 151 of the City of Burlington Land Records.
- B. City owns, as public right of way, certain real property depicted as Parcel 1 and Parcel 3 on the Plan by virtue of the Warranty Deed of Prior Owner to the City dated as of May 14, 2021 and recorded in Book 1595 at Page 25 of the City of Burlington Land Records (respectively, “Parcel 1” and “Parcel 3” and collectively, the “City Property”).
- C. The City and the Prior Owner entered into a Development Agreement dated as of October 26, 2017, as amended by Letter Agreement dated August 27, 2018 and fully executed on September 7, 2018 (as amended, the “Original Development Agreement”) with respect to the redevelopment of the CPP Property and the City Property.
- D. Prior Owner and the City later entered into that certain Amended and Restated Development Agreement, dated May 14, 2021 (the “ARDA 1.0”) to amend and restate the Original Development Agreement in its entirety.
- E. In connection with ARDA 1.0, Prior Owner and the City entered into and recorded (i) that certain Memorandum of Amended and Restated Development Agreement, dated May 14, 2021, recorded in Book 1595 at Page 42 of the City of Burlington Land Records, intending to provide record notice of ARDA 1.0, and (ii) that certain Memorandum of Agreement, dated May 14, 2021, recorded in Book 1595 at Page 47 of the City of Burlington Land Records (the “Section 4(e) Memorandum”), intending to memorialize

and provide record notice more specifically of the provisions of Section 4(e) of ARDA 1.0.

- F. As of the Effective Date, the Parties have executed a Second Amended and Restated Development Agreement (the “ARDA 2.0”) to amend and restate ARDA 1.0 in its entirety.
- G. The Parties now desire to enter into and record this Memorandum to provide record notice of ARDA 2.0 and to reaffirm the Section 4(e) Memorandum.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. **Incorporation of ARDA 2.0.** This Memorandum is prepared for the purpose of providing record notice of ARDA 2.0 and the covenants and agreements contained therein, and is not a complete summary of the terms and conditions of ARDA 2.0. Provisions of this Memorandum shall not be used in interpreting provisions of ARDA 2.0. In the event of conflict between this Memorandum and the provisions of ARDA 2.0, the provisions of ARDA 2.0 shall control.
- 2. **Section 4(e) Memorandum.** The Parties, as the current owners of the City Property and the CPP Property, respectively, acknowledge and agree that the CPP Property comprises a portion of the “Larger BTC Property” as defined in the Section 4(e) Memorandum and confirm that the Parties and the CPP Property are bound by and remain subject to the Section 4(e) Memorandum.
- 3. **Expiration.** Upon the termination of ARDA 2.0 and payment of all amounts due and owing by each Party to the other thereunder, the Parties shall execute and acknowledge an instrument in recordable form terminating this Memorandum of record.
- 4. **Miscellaneous.** The rights and obligations set forth herein shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns. This Memorandum may be executed in counterparts, each of which counterparts shall constitute an original and all of which counterparts shall constitute one fully executed Agreement. Each of the Parties warrants to the other that the person or persons executing this Memorandum on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party’s behalf and to thereby bind the Party on whose behalf such person, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Memorandum.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have entered into this Memorandum as of the date first hereinabove written.

CITYPLACE PARTNERS LLC

By: _____
Name: _____
Title: Managing Member

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 2022 personally appeared _____, to me known, being the Managing Member of _____, and he acknowledged this instrument, by him signed, to be his free act and deed individually and on behalf of the entities on which he acted.

Before me _____
Notary Public
Print Name: _____
Commission Expires: 1/31/23
Commission Number:

CITY OF BURLINGTON

By: _____
Miro Weinberger, Mayor

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this ____ day of _____, 2022 personally appeared Miro Weinberger, to me known, being the Mayor of the City of Burlington, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of the City of Burlington.

Before me _____
Notary Public
Print Name: _____
Commission Expires: 1/31/23
Commission Number:

**LENDER'S CONSENT TO MEMORANDUM OF SECOND AMENDED AND
RESTATED DEVELOPMENT AGREEMENT**

THE UNDERSIGNED, COMMUNITY BANK, NATIONAL ASSOCIATION, a national bank with a place of business in Williston, Vermont ("Lender"), is the beneficiary under that certain Mortgage executed and delivered by Cityplace Partners, LLC, a Vermont limited liability company, to the Lender, dated as of May 25, 2022, and recorded in Book 1668, Pages 157-165 of the City of Burlington Land Records, as amended by that certain First Amendment to Mortgage, dated as of June 30, 2022, and recorded in Book 1676, Pages 200-203 of the Burlington Land Records (as the same may be further amended, supplemented or otherwise modified from time to time, including any other instruments executed and delivered in renewal, extension, rearrangement or otherwise in replacement of such Mortgage, the "Mortgage"). The Lender hereby consents to the terms and provisions of the foregoing Memorandum of Second Amended and Restated Development Agreement, and the underlying Second Amended and Restated Development Agreement, including all exhibits thereto, and agrees that the operation, lien and effect of the Mortgage shall be subject and subordinate to the operation, lien and effect of the foregoing Second Amended and Restated Development Agreement, including all exhibits thereto.

LENDER

COMMUNITY BANK, NATIONAL
ASSOCIATION, a national bank

By: _____

Name: _____

Its: _____
and Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, ss.

At Burlington, in said County on this ____ day of _____, 2022, _____, _____ and duly authorized agent of COMMUNITY BANK, NATIONAL ASSOCIATION, and s/he acknowledged this instrument, by her/him sealed and subscribed, to be her/his free act and deed and the free act and deed of COMMUNITY BANK, NATIONAL ASSOCIATION.

Notary Public

Print Name: _____

Commission No.: _____

My Commission Expires: _____

Exhibit L

Owner's February 21, 2021 Letter to City

[Attached Behind]

21684297.1

BTC Mall Associates, LLC
1012 Cherry Street, Suite 440
Burlington, Vermont 05401

February 21, 2021

Mayor Miro Weinberger
City of Burlington
City Hall
1 Church Street
Burlington, Vermont 05401

Dear Mr. Mayor:

The proposed A&R Development Agreement that will be voted on by the City Council on Tuesday February 23rd in section 5.b. obligates the Developer/Owner to adhere to certain labor practices in the construction of the CityPlace project.

1. Owner and all contractors will pay livable wages as defined in the City's Livable Wage Ordinance
2. Classify employees properly
3. Participate in apprenticeship programs, where applicable
4. Favor hiring of Burlington and nearby residents as permissible for both construction and operation of the project and give preference if the candidates who are otherwise qualified and experienced for a given position is unemployed, a veteran, a minority person, a woman, or a New American.

In addition to the above obligations, which BTC Mall Associates, LLC (Developer/Owner) hereby reaffirms its commitment to be bound, the Developer/Owner hereby promises the City that upon the A&R Development Agreement taking effect, the Developer/Owner shall comply with the following additional labor requirements and labor practices.

A. Owner and all contractors will pay the Vermont Prevailing Wages for construction workers for the Burlington area as published by the State of Vermont.

B. Developer/Owner, will comply with all the obligations set forth in the A&R Development Agreement regarding labor and labor practices. In addition, the Developer/Owner shall establish an open, transparent and fair hiring and bidding process throughout the construction of the project. Subject to the preferential hiring objectives reflected above, candidates that are qualified and possess the appropriate experience and skills for a particular position will be hired without regards to race, ethnicity, religious affiliation, sex or gender orientation. The Developer/Owner is an equal opportunity employer, which does not discriminate in hiring on any basis. Furthermore, sub-contractors who bid on work at the project will be invited to bid and their respective bids shall be evaluated solely on the experience and qualifications to perform the work along with the competitiveness of its bid without regards to its union or non-union labor affiliation. All sub-contractors however will be required to adopt all terms and conditions relating to labor and labor practices that are set forth in A&R Development Agreement.

C. Developer /Owner has held discussions with the AFL CIO on the possibility of the AFL CIO financing the CityPlace project and Developer/Owner remains interested in working with the AFL CIO. These discussions with the AFL CIO are subject to the Developer /Owner obtaining a HUD guaranty

BTC Mall Associates, LLC
1012 Cherry Street, Suite 440
Burlington, Vermont 05401

under the HUD 221 d 4 loan program. While the Developer /Owner is now working with an authorized HUD originator and will continue to work to obtain a HUD loan guaranty and HUD loan commitment there can be no assurances that (i) HUD will approve the project and issue the Developer/Owner a HUD guaranty or (ii) the HUD guaranty will be issued on or before the anticipated start of construction date that the Developer/Owner is planning as set forth to in the A&R Development Agreement. The Developer /Owner agrees upon the A&R Development Agreement taking effect, and if the Developer/Owner receives a HUD loan guaranty and assuming the HUD loan guaranty is received prior to the date the Developer/Owner anticipates the start of construction of the project then Developer/Owner will use reasonable efforts to negotiate a satisfactory financing agreement with the AFL CIO to finance the CityPlace project (based on the HUD guaranty and HUD loan commitment).

D. There is no assurance despite any and all of the Developer/Owner's efforts that it will receive an approval from HUD or that the HUD approval will come by the time Developer/Owner believes it must start construction of the project as contemplated in the A&R Development Agreement. The terms of any financing agreement with the AFL CIO to finance the CityPlace project must be satisfactory to the Developer/Owner and if a satisfactory agreement is not reached with the AFL CIO then Developer/Owner reserves its right to stop the negotiations with the AFL CIO and arrange alternative financing for the CityPlace project. In light of the fact that Developer /Owner wants to start the construction of the CityPlace project by September, 2021 it will be necessary to apply for both the HUD loan and traditional financing for the project at the same time. The Developer/Owner reserves the right to negotiate and agree to other available financing from other lenders besides HUD for the CityPlace project. Acting in good faith and with the best interest of the project in mind, Developer/Owner reserves the right to terminate the HUD discussions and accept other available financing at any time. Notwithstanding how the CityPlace project is financed by the Developer/Owner (whether by HUD or a non-HUD lender), the Developer/Owner will encourage qualified local union shops to participate in any and all work that Developer/Owner puts-out to bid. Furthermore, if a local union shop is qualified to perform the work that is bid-out as determined in good faith by the Developer/Owner (i.e., the local union shop has the requisite experienced and it provides the Developer/Owner with normal and customary assurances that the work will be completed on time and on budget) and the local union shop submits the most competitive bid (lowest and unqualified bid), then the Developer/Owner will award this contract to the local union shop. Notwithstanding the above, Developer/Owner shall retain discretion and the decision-making authority to decide what work at CityPlace it will be bid-out and what work it will self-perform. Self-perform work will not need any outside labor participation from either union or non-union shops. Self-perform work is work that the Developer/Owner performs itself or performs through its members or an affiliate. No provision or statement in this letter and no provision or statement in the A&R Development Agreement is intended to, nor shall any such provision be interpreted in any-way that would, negate the right and discretion of the Developer/Owner to decide what work it will self-perform at CityPlace or further how such self-perform work shall be carried-out and staffed by the Developer/Owner.

E. Developer/Owner shall within 15 days after either (i) receiving a rejection from HUD, or (ii) withdrawing or abandoning the HUD application inform the Mayor and City Council in writing that the HUD application has been rejected or withdrawn and that the Developer/Owner has or will be

BTC Mall Associates, LLC
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terminating the financing discussions with the AFL CIO. Alternatively assuming Developer/Owner received the HUD guaranty in a timely fashion but was unable to reach a satisfactory financing agreement with the AFL CIO -to finance the CityPlace project then within 15 days after failing to reach a satisfactory agreement with the AFL CIO, Developer/Owner shall inform the Mayor and the City Council in writing that it was unable to reach a satisfactory agreement with the AFL CIO. The notice provided by the Developer/Owner shall specify the terms that were not satisfactory along with a brief explanation of why the terms were not satisfactory to Developer/Owner. The decision and determination as to whether an agreement with the AFL CIO is satisfactory and or what terms are not satisfactory shall be determined in the sole discretion and determination of the Developer/Owner.

F. Developer/Owner shall agree to send a written report to the Mayor and the City Council within 6 months after the A&R Development Agreement takes effect informing them of any material development and or progress or a lack of progress regarding the financing discussions with the AFL CIO as well as any material development and or progress or lack of progress in the application process with HUD.

These terms as set forth above shall be binding on the Developer/Owner upon the A&R Development Agreement taking effect.

I trust our intentions and commitment to provide local jobs and to include local union participation in our project is now clear and unequivocal. I appreciate the chance to make our intentions and commitment clear.

I wish to thank both you and the City Council for your support of our CityPlace project.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Sinex', with a stylized flourish at the end.

Donald F. Sinex, Manager
BTC MALL ASSOCIATES, LLC

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Business & Workforce Development Submitter: Kara Alnasrawi

Title/Subject: 3rd Amendment to City Place ARDA 2.0

Approval Requested:

- ☐ Board of Finance
- ☒ City Council
- ☐ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

6/23/2025

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	6/17/2025	Kara Alnasrawi
Mayor's Office	Yes	6/18/2025	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	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	6/23/2025	Emmett Wood
CAO for budget, financing, and memo	Yes	6/18/2025	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

MEMORANDUM

To: Board of Finance and City Council
From: Emma Mulvaney-Stanak, Mayor
CC: Katherine Schad, Chief Administrative Officer
Date: June 23, 2025
Re: FY26 Final Mayor's Budget

This memo is to notify the City Council that while we had originally planned to submit the final version of the budget, budget resolution, and tax resolution for the Board of Finance and City Council meetings scheduled for Monday, June 23, 2025, slightly more time is needed to finalize changes and ensure that the Administration and Council reach consensus during this exceptionally difficult budget year. I have worked with the City Council President, and we will be scheduling a special Board of Finance and City Council meeting for a vote on the budget on Wednesday, June 25, 2025, which will focus solely on FY26 budget and tax resolutions. This slight change in schedule will not negatively impact our ability to pass the budget by the deadline of June 30 per City Charter.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine St. Suite A
Burlington, VT 05401
802.865.7200 VOX
802.863.0466 FAX
802.863.0450 TTY

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

To: Board of Finance/City Council
Fr: Chapin Spencer, DPW Director
Laura Wheelock, Division Director – Technical Services, City Engineer, P.E.

CC: Madeline Suender, Public Works Engineer

Re: Great Streets Main Street Traffic Mitigation

Date: June 23, 2025

DPW leadership has been negotiating with Great Streets Main Street's contractor SD Ireland regarding potential changes to construction phasing in order to mitigate some of the construction impacts. Consistent with the Council's 5-19-25 resolution, we have explored a one-way westbound traffic option among others. The following shares and update on schedule and traffic mitigation options for consideration.

CURRENT CONSTRUCTION PROGRESS

Before laying out options for moving forward, here is a quick summary of where the project is at:

- SDI making strong progress now the ravine sewer bypass is completed along Main Street.
- August 1: Final water/wastewater/stormwater utility work expected to be completed.
- August 15-30: Subbase replaced from Church to Winooski and base pavement down.
- By Thanksgiving (11-27-25): Over 50% of new sidewalk and streetscape installed in project area (contingent on soil cell/utility conflicts getting resolved and favorable weather).
- 11/27/25–Early Spring 2026: Main St open to 2-way traffic throughout winter season with on-street parking.
- Overall construction is projected to be completed months in advance of the November 2026 contract end date as long as current momentum continues.

Construction schedules are subject to change for weather or unknown conditions.

CONSTRUCTION PHASING OPTIONS

Based on conversations with staff, stakeholders and the contractor, we have developed four major options for how Great Streets Main Street could proceed:

Alternatives:

Option 1: Stay The Course

- Continue with the project as-is.
- Vehicular traffic accommodated outside of the closed project areas.
- Cost: none.
- Schedule: SDI is tracking ahead of schedule and the project will likely complete well ahead of November 2026.

Option 2: Two-Way Traffic Nights & Weekends

- Two-way traffic accommodated nights and weekends starting Friday, June 27, 2025 between Pine St. to Church St., and tentatively as early as August 1 (but no later than August 15) for Church St. to South Winooski Ave.
- Road opening would occur by approximately 5:30pm on most days, with possible exceptions granted to ensure specialized activities could be completed and the work zone is safe.
- Approved work types, such as paving or line striping, may require full closure of the street overnight.
- Cost: \$600,000 added to the project, tentative to come from next season's sidewalk budget.
- Schedule: this will increase the length of time it takes to complete all the work for the project over Option 1 possibly by a few months, but does not change the overall completion date of November 2026. This is because the contractor is currently ahead of schedule and the increase in time for this alternative will use some of the productivity that has been achieved.

One-Way Westbound Traffic (Not Recommended)

- One-way west bound traffic established by August 1 (but no later than August 15) throughout the duration of the project except during short-duration work activities such as paving, striping, etc.
- This is the option that the 5-19-25 Council resolution asked us to develop with SDI.
- Safety concerns for the public and workers.
- Site conditions will result in additional dust, noise, limited or no on-street parking for 3 blocks.
- Cost: \$850,000-\$950,000
- Schedule: would result in work on the project extending to the contract end date of November 2026.

Up to 90-Day Construction Pause (Not Recommended)

Page 7 of the GSMS contract states "The City may suspend the work or any portion thereof for a period of not more than ninety days at its discretion or such further time as agreed by the Contractor. The Contractor will be allowed an extension of contract time directly attributable to any suspension."

- While this may be a benefit for some, the extension of the construction period may be perceived as an additional impact on others both in the immediate project area as well as the balance of the downtown
- This option does not mitigate the intersection and lane closures that were initially noted as the concern by the business community and following the pause in construction the traffic control would resume as is.
- Efficiency of the work will be reduced by interrupting the project management, competency of the construction crews, and knowledge of the work.

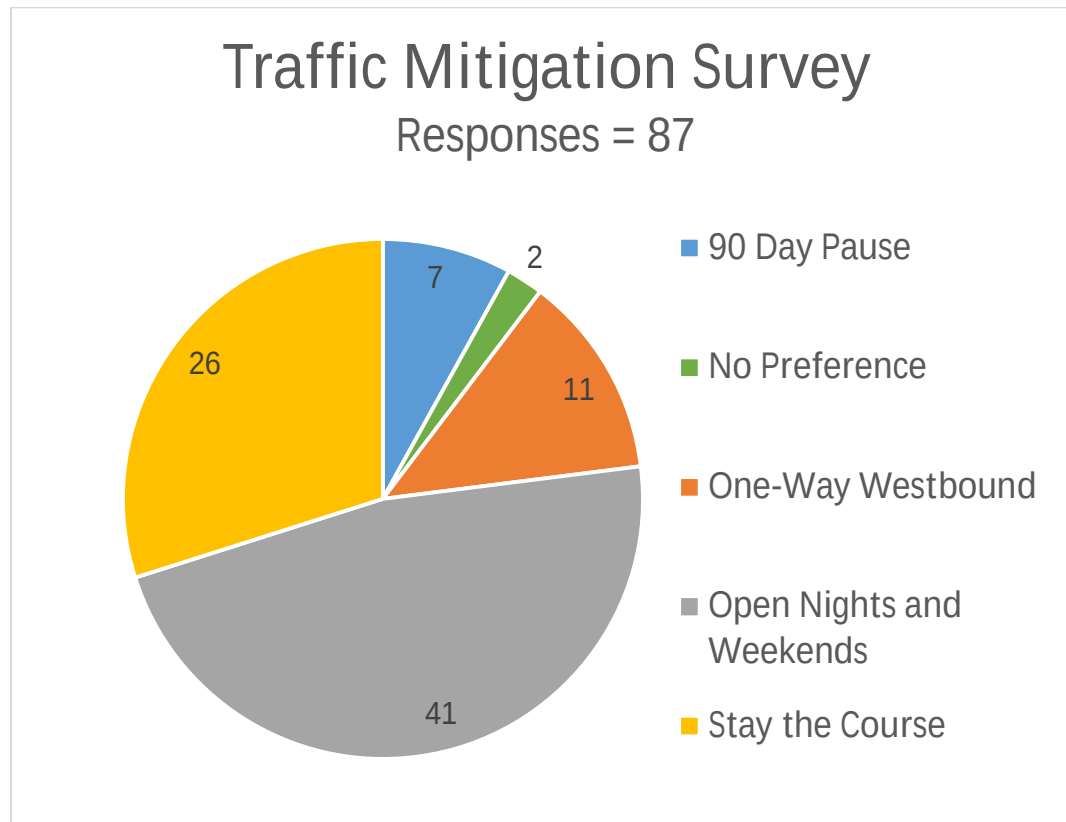
- Schedule: A pause of the work now could result in an extension of construction period further that will move the project end date from Nov 2026 to June 2027. The upcoming work types cannot be done during colder months, so a 90-day shutdown would very likely extend the project end date by 3-8 months.
- Costs: No immediate costs.

BUSINESS/PROPERTY OWNER ENGAGEMENT

DPW working with staff from Business and Workforce Development reached out to the community on Tuesday June 17 with an update on the alternatives to for traffic mitigation options. This communication included a link to a quick survey to ask for feedback on the options under consideration in this memo. The Burlington Business Association also amplified the survey opportunity to its downtown contacts through their channels. Additionally, DPW meet with property owners to allow for further discussion and consideration for properties immediately adjacent to the construction.

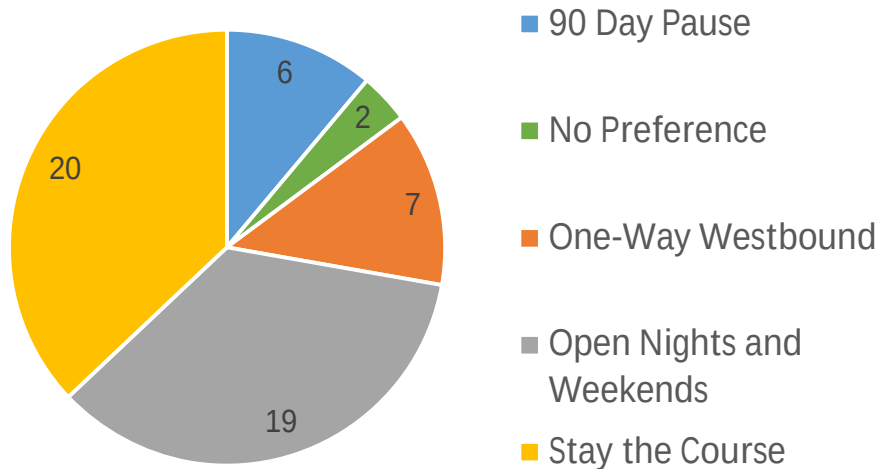
The survey concluded with responses received through midnight Thursday 6/19/25 are summarized below, with detailed data attached to this memo. The data was collected with a unique identifier for each respondent to allow for duplicates to be removed, or those who which to provide further comment by submitting another response. This is represented in the overall data for those who have more than one answer listed under 'additional thoughts'.

A total of 87 responses were received from businesses within the project area (20 responses), area downtown businesses (34 responses), and other local businesses/employees/residents (33 responses).



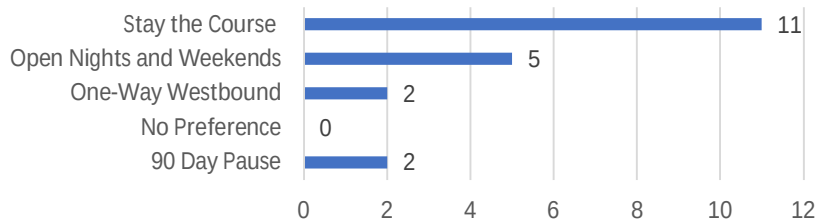
Downtown Businesses Only

Responses = 54



Business Adjacent to the Project

South Union - South Champlain



Summary of the survey:

- Overall the majority of the responders show preference for moving the project towards Option 2 (Two-Way Traffic Open Nights & Weekend)
- Review of all downtown businesses the preferred direction is split between Option 1 (Stay The Course) or Option 2 (Two-Way Traffic Open Nights & Weekend)
- Of the businesses who are located on Main Street between South Union and South Winooski within the focus area of the project more than half prefer Option 1 (Stay The Course)
- Under the additional thoughts from businesses there are a few common responses
 - o Remove or clean up the staging area space being used on Main St
 - o More promotions for businesses, and/or free parking
 - o Better signage and Outreach
 - o Improve the detour clarity and consistency

FINANCIAL IMPACT

It is necessary to identify funding that is outside of the project's approved contingency to support this request as those funds are limited at this point in the contract and need to be reserved to support other unknown project expenses.

DPW has reviewed with support of the Clerk Treasurer's office and proposes investment income as described below as the source additional funding to support a prefer alternative.

Earnings from Bond: TIF Bond Series 2022B was issued to fund the Great Street Main Street project in August 2022. The City then invested the proceeds as allowed per the City's general investment policy. Any earnings on the investment are to be used for DWTN TIF projects as approved by the voters. These funds may be used to pay of interest on the TIF Bond Series 2022B, and also on capital costs associated with the DWTN TIF projects. These earnings are a revenue source that can be used to cover the some or all of the additional costs being considered under Option 2. The City has been reporting out on its investment income to VEPC starting in FY23, and if the City Council chooses to utilize these earnings in this way, the City can update its financial plan and report out on it to VEPC during a future substantial change request.

In consideration of the various funding options, it is recommended that the funding for a selected alternative come first from TIF Bond Series 2022B investment income. These funds are required to be spent on work towards the voter authorized project or its financing.

STAFF RECOMMENDATION

DPW leadership recommends moving forward with Option 2 – accommodating two-way vehicular traffic on nights and weekends. There are several benefits of this option:

- Providing two-way traffic nights and weekends, including some on-street parking, allows full circulation through the project area during key busy times for downtown's restaurant, entertainment and retail sectors.
- By still allowing the contractor to encumber the entire street during weekday work hours, it will enable the contractor to work more efficiently than accommodating one-way westbound traffic around their active work sites.
- It is also safer for the contractor's employees and the public as there won't be as much intermixing of vehicular traffic with construction work as the one-way westbound would present.
- This option received a majority preference of the responses received from the community in the Traffic Mitigation Survey.

If you have any questions about this material, please give me (Chapin) a call at 802-316-0006.

Attachments:

1. Traffic Mitigation Survey Data

MOTIONS

Below are the motions that are associated with staff recommendation for Option 2 (Two-Way Traffic Open Nights & Weekends); however, should the City Council prefer Option 1 (Stay The Course) an alternative motion has been provided as well.

Board of Finance:

1. To approve and recommend that the City Council authorize the Director of Public Works to execute an amendment to the contract with S.D. Ireland Brothers Corporation in the amount of \$600,000, bringing the total contract value up to \$27,143,720.62. This will be funded with one of the new funding sources noted in the memo rather than the previously authorized project contingency (which consists of \$2,628,795.83, made up by TIF and \$32,541 of Wastewater Capital). This will bring the total authorized amount to \$29,772,516.45 for the Great Streets Main Street project.
2. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the above-referenced project expenses and Overall Project Budgets, in substantial conformance with the attached budget transfer request.

City Council:

Alternative Motion:

Option 1: Stay the Course

1. *In regards to the City Council's Resolution in Support of Local Businesses and a Vibrant, Welcoming, Safe Downtown, adopted as amended on 5/19/25, the City Council does not accept the proposal from S.D. Ireland Brothers Corporation for any traffic control changes and will continue to follow the as executed construction documents.*

Recommended Motion:

Option 2: Two-Way Traffic Open Nights & Weekends

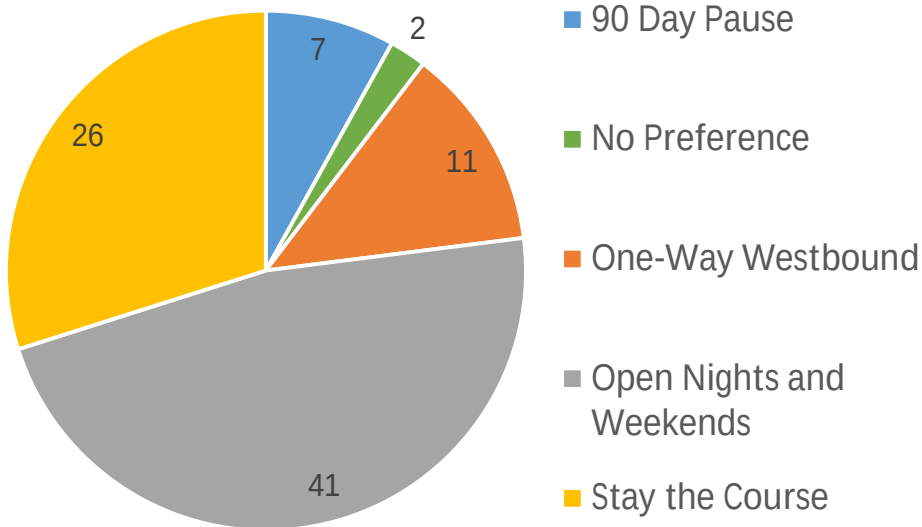
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2. To authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the above-referenced project expenses and Overall Project Budgets, in substantial conformance with the attached budget transfer request.

Attachment 1

Great Streets Main Street - Traffic Mitigation Survey Data

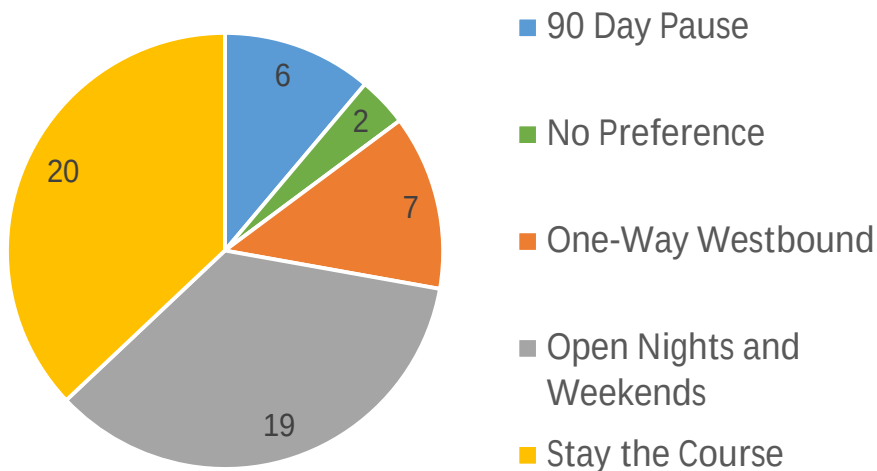
Traffic Mitigation Survey

Responses = 87



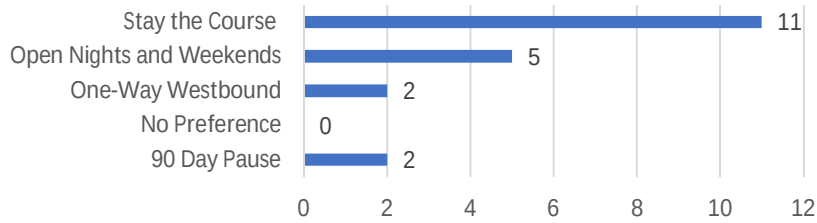
Downtown Businesses Only

Responses = 54



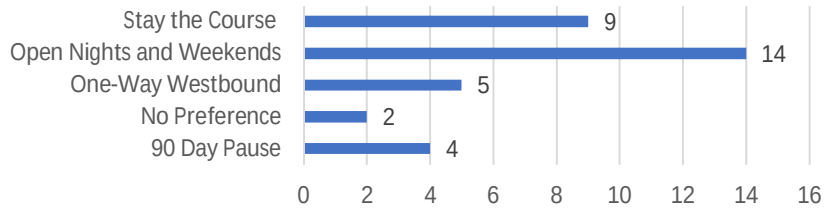
Business Adjacent to the Project

South Union - South Champlain

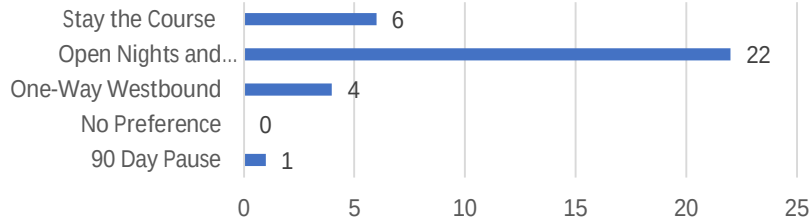


Downtown Business

Not Adjacent to Project



Other: Local Business/Employee/Resident



Id	Completion time	Based on the above information, which Do you have any additional thoughts regarding these options?	Location
1	6/17/2025 17:51 Stay the Course	Let's just get the project done as quickly as possible and get on with our lives. No reason to prolong the pain. One way traffic would do nothing to help our businesses since no one will have any place to pull over to park. We've lost enough money already, let's get the project done.	between Pine-Winooski
3	6/17/2025 18:17 Open Nights and Weekends		one block off project
4	6/17/2025 18:19 Open Nights and Weekends	This project is a disaster that no Main St business wanted. In addition to shutting the street down for 2 plus years your taking away 65 parking spots. Every road in the city has no lane markings and crazy potholes. Almost no crosswalks are marked. Paint isnt expensive. It's inexcusable the cross walks have no markers.	between Pine-Winooski
5	6/17/2025 18:23 Open Nights and Weekends	Where / how will the City source the additional \$600,000?	one block off project
9	6/17/2025 21:08 Open Nights and Weekends	We need to get some positive media attention if we do change course and utilize media to help post traffic to those businesses who have been suffering.	between Pine-Winooski
10	6/17/2025 21:08 Open Nights and Weekends	Will the budget reduction for sidewalks reduce the potential for outside seating on Main Street? I truly hope not..., IF we survive through this..., we need outside seating on the other side of all this...something to help us recover..., something for a better future	between Pine-Winooski
11	6/17/2025 21:39 No preference	There is only one problem to overcome, that is the small portion of road closed in front of Nectars. That one section is being used to store equipment as Jason Levinthal pointed out at the town meeting unlike any other portion of the road. If you don't store your equipment there, it could be open most days like the rest of the roads when not being worked on and we wouldn't be wasting time having any of this conversation and it would be construction and business as usual. Another easy option that does not add cost and fits your contract is to simply pause it for the rest of this year 2025 and start up again next spring 2026. This will give businesses and consumers a chance to catch their breath. Restarting next spring will be a short period of time still finished by winter 2026	one block off project
14	6/18/2025 10:20 Open Nights and Weekends	I'm no expert on construction, but maybe there is a way to move some of the necessary work to night construction, in order to stay on schedule and support Main st businesses? Really appreciate you all opening the conversation up, thank you!	one block off project
17	6/18/2025 10:53 Open Nights and Weekends	I think even JUST weekends could work for a lot of the businesses. Like Friday night - Sunday night.	between Pine-Winooski
18	6/18/2025 11:33 Stay the Course		between Pine-Winooski
19	6/18/2025 11:57 Stay the Course		other
20	6/18/2025 12:32 Stay the Course	Most important aspect for me is to get the project done as soon as possible.	between Pine-Winooski
21	6/18/2025 13:47 One-Way Westbound	It is ridiculous that someone or a group of people approved this project to close Main Street entirely for so long. It has crushed business, ours is down 30% and we are considering pulling out of the area.	downtown business
22	6/18/2025 13:49 Open Nights and Weekends		other
23	6/18/2025 13:50 Open Nights and Weekends		other
24	6/18/2025 13:52 One-Way Westbound	Try to do it without spending \$900k	downtown business
25	6/18/2025 13:53 Open Nights and Weekends		downtown business
26	6/18/2025 13:55 Stay the Course		other
27	6/18/2025 14:02 Open Nights and Weekends	This project has spilled over to St. Paul, Pine, South Champlain, and has affected more than just Church and Main. Terrible inconvenient.	downtown business
28	6/18/2025 14:04 Open Nights and Weekends	I think if we can open up for nights and weekends, the additional tax revenue from meals and local option might offset some of the cost, and it will help the affected businesses stay afloat. Seems like a good option and keeps the end date in 2026.	other
29	6/18/2025 14:05 Open Nights and Weekends	There needs to be some consistent pattern established with the road construction around BTV. It is frustrating coming into town and finding that a street which was open yesterday is not open today. I'm sure there is a reason behind this, but as a business owner who needs to get into the CBD regularly, I have to plan way ahead to figure out how to get where I am going and where to park!	other

Id	Completion time	Based on the above information, which Do you have any additional thoughts regarding these options?	Location
30	6/18/2025 14:15 Open Nights and Weekends	One way westbound is worth continuing to consider, including through as necessary, private matching fundraising for the additional cost. That is the one I would've rented first, but for city staff preference for option one or two. No one wants the contract to extend beyond its current end date, but the possibility of an earlier end versus the certainty of continued access with a change would weigh in favor of continued access in my opinion.	other
32	6/18/2025 14:17 90 Day Pause	90 day pause, followed by one-way traffic thereafter, even if it stretches co suction. Past summer of 2026. Otherwise, they'll be no more businesses to protect.	other
33	6/18/2025 14:19 Stay the Course	There are one way roads in Burlington that should be two way, may have to do a detour for the bicyclist for short term, they always have the Bike Path to use. Cars from Williston road are coming down College Street (big line ups), should be a big sign saying "optional detour to downtown, use Pearl street". A good road analyst needs to look at all of this, and tell DPW what needs to be done. The two way traffic was opened on St. Paul, no traffic on Main St allowed, yet still Stop Lights going (and 2 traffic guards 🚧)	downtown business
34	6/18/2025 14:19 Open Nights and Weekends	It's almost impossible to navigate both east to west and north to south. Additionally the downtown businesses are really getting hurt. Weekend openings would help but will do little to help many businesses. Seeing the curbs on Main between St Paul and Pine really depressed me. Why did we design a street with bike lanes on both sides? That just seems crazy to me.	other
35	6/18/2025 14:22 Open Nights and Weekends		other
36	6/18/2025 14:24 Open Nights and Weekends	I hope there are strong contract incentives for this work to be done quickly.	other
37	6/18/2025 14:26 Stay the Course	There should be an option to increase signage, notification to the public, assistance programs for effected businesses.	one block off project
38	6/18/2025 14:26 Open Nights and Weekends	Why can't we have a blend of 2 and 3 Also, I think other nearby projects should be delayed.	other
39	6/18/2025 14:29 90 Day Pause	I think if the city wants the businesses to be able to stay open, they absolutely need to pause this disaster of a project. It is so wildly unfair to all the great local businesses on Main Street that contribute to the vibrance of the community. I also think aid should be provided to these businesses by the city for all the revenue that they've lost over the last year of the project.	one block off project
40	6/18/2025 14:31 Open Nights and Weekends	It is completely unacceptable to have Main Street closed off until Nov 2026 - there is no sense of urgency to completing this project and it a complete disservice to the businesses downtown.	other
41	6/18/2025 14:37 One-Way Westbound	No	other
42	6/18/2025 14:40 Stay the Course	Stay the course. Hold the contractor(s) to strict deadlines and look for opportunities to shrink the timeline. To the general public's eye, throughout this project there has been at most times a lack of "get it done". The optics of workers standing around/hanging out are awful. The optics of a handful of workers on site when we all know this is a complicated multi-block project are awful. It's 2:30pm on Weds. I just walked the site. There are a total of 25 workers on site. At least 4 of them are GMF. SDI employs hundreds, if not thousands of workers. To have 21 on site is frankly insulting to this community. Of the 21 workers on site, 13 appear to be in the midst of social hour (4 of those may have been reviewing plans). 1 of the workers was sweeping. A grand total of 6 of the 25 on site were doing actual project work - 2 crews at Main/Winooski that were digging and packing. There is ZERO sense of urgency.	other
43	6/18/2025 14:42 Open Nights and Weekends	None of the above alternative options are going to do a damn thing to move this project towards completion without adequate boots on the ground workers engaged.	other
44	6/18/2025 14:42 Open Nights and Weekends	The outcome of BPW projects has been excellent for a long time. The time it takes to complete projects should be an embarrassment to BPW.	other
		The whole project was poorly planned and has been extremely poorly executed.	other
		As I understand it, opening a lane one way may be a safety risk issue as drivers would be passing through an active construction zone.	other

Id	Completion time	Based on the above information, which Do you have any additional thoughts regarding these options?	Location
		I believe Option 1 is the strongest choice when considering both the cost and potential delays. That said, if we decide to move forward with the current plan, I think it's important to reconsider the current parking structure in the impacted area. (Winooski through Pine, Pearl through King) Would it be possible to explore the following options for the affected downtown blocks? While it may be a stretch, could we consider offering free parking within these blocks? Alternatively, could the first two hours be free within this area? We might also consider adjusting paid parking hours to 9:00 AM–1:00 AM, allowing free parking between 11:00 PM and 9:00 AM. Lastly, is there an opportunity to incentivize shopping and dining at local businesses by offering parking discounts for future visits?	
45	6/18/2025 14:43 No preference	These measures could help support the downtown businesses during the transition. Answer 1: Please consider an additional option: pause or table any non-critical work. Critical infrastructure work is necessary, but the 'Great Streets' aesthetic work is not. Burlington does not NEED 'GREAT' streets. It NEEDS streets! The Great Streets vision was conceived during a different era of affluence where the community could sustain the disruption. At this time, we have long standing businesses alongside new businesses in financial crisis. Can the city save money and table the initiative and just work with the infrastructure we have? Benjy@skinnypancake.com Answer 2: Can you extend the 90 day pause and completely table the aesthetic aspects of this initiative of great Streets? Can the city save money by not doing some of this work? Is this I want or need... Because the businesses need the streets to be open...	one block off project
46	6/18/2025 14:51 90 Day Pause	I wrote earlier, but option for, the 90 day pause, did not appear on this survey at that time.	downtown business
47	6/18/2025 14:52 Open Nights and Weekends		between Pine-Winooski
48	6/18/2025 14:52 Open Nights and Weekends	Take a lesson from Montpelier's downtown construction - the site is always neat as a pin, there is a bucket at each end of the construction filled with free ear plugs and there is a coordinated effort to draw customers to the stores on State Street.	other
49	6/18/2025 14:57 Stay the Course	Let's bite the bullet and get this done as soon as feasible. I'd rather subsidize affected businesses with \$600,000 of cash or promotional spend than pay the contractor more and further extend the timeline for completion. Free parking for patrons of affected businesses and a stronger public safety presence would help with getting people to return to downtown.	between Pine-Winooski
50	6/18/2025 15:26 Stay the Course	Better detour signage	other
51	6/18/2025 15:30 Open Nights and Weekends	In addition to these changes that would support businesses downtown, there should be 2 free hours of parking starting at 5 or 6 PM, and the city should get that information out there widely with a message promoting people coming downtown for music, food and drinks, and events.	other
52	6/18/2025 15:31 Open Nights and Weekends	None, apart from the obvious that the short-sighted project has nearly devastated the city, contributing to squalor, business decline and a negative image. Being held captive by construction companies seems to be a common occurrence in VT.	other
53	6/18/2025 15:33 Open Nights and Weekends		other
54	6/18/2025 15:44 Stay the Course	My work is not affected by the construction. We just need to get it done and try to direct business to those who are badly affected.	other

Id	Completion time	Based on the above information, which Do you have any additional thoughts regarding these options?	Location
55	6/18/2025 15:50 One-Way Westbound	Answer 1: I feel like SD Ireland given the amount of projects the city has hired them for could be more flexible and not charge an extra \$600k. Watching the project unfold there is a lot of standing around and vehicles not moving (I live near the project). Should we be question the overall management of their staff? Answer 2: The SD Ireland family is great and do a lot for our city/ but I think they can work with us on this \$900k estimate. And they should have a project manager out there moving things along at a faster pace. Answer 1: Against equipment storage in project area	downtown business
57	6/18/2025 15:56 Stay the Course	Answer 2: I'm not sure when the a "pause" would be but I don't see the point in stopping work while everything is dug up. My understanding of the current plan was that work was would continue through the "work season", stop for some winter months, then resume in th spring. Other businesses might have specific needs/wants that another option would help, but at this point I want to power through and be done as soon as possible.	one block off project
58	6/18/2025 15:57 Open Nights and Weekends	We support this project and all the DPW is doing but would hate to see this impact businesses during the summer months, when we rely on business to support us through slower seasons. I'm also for the 90 day pause, but my concern is that it is too risky pushing this project into summer of 2027.	one block off project
59	6/18/2025 16:19 Stay the Course	Just don't let the front of Nectars be a parking lot for the equipment and open that up.	between Pine-Winooski
60	6/18/2025 16:34 Stay the Course		between Pine-Winooski
61	6/18/2025 16:52 Open Nights and Weekends	If option 2 is not approved then SDI should be working at NIGHT opening the street during the day in some capacity. I am baffled that SDI does not work Monday thru Saturday (and some nights) now in an effort to speed up the project. Answer 1: I feel like the two options mentioned will only benefit a small amount of businesses. Answer 2: Why is there not a pause option I thought this was also discussed?	other
62	6/18/2025 16:58 One-Way Westbound	Answer 3: It seems like in all fairness this would benefit all of the businesses Nights and weekends do not help my business nor does it help many of the struggling business on Main Street, which are open during daytime business hours. I don't see how this is helpful, especially not at an additional cost of \$600k. Perhaps it helps the perception of Burlington's accessibility, but I don't think that's enough to justify the 6+ month delay. If there was a solution to open the streets during the day, during the week, then the positive impact would be great enough to justify the additional disruption and the cost.	between Pine-Winooski
63	6/18/2025 16:58 Stay the Course		other
64	6/18/2025 17:10 Stay the Course	We feel it's best to get this over with ASAP.	between Pine-Winooski
65	6/18/2025 17:51 Open Nights and Weekends		downtown business
67	6/18/2025 19:47 Open Nights and Weekends	Did you guys help plan this with local business owners? Did you include in your budget something similar to PPP funds from COVID for businesses' lost income due to this extremely disruptive construction? This is a major deterrant from people wanting to be downtown everyone naturally avoids it and businesses right in the construction area i imagine are slowly failing.	other
68	6/18/2025 19:55 Open Nights and Weekends		other
69	6/18/2025 20:41 Open Nights and Weekends		downtown business
70	6/18/2025 21:42 90 Day Pause	None of these options are palatable. Night and Weekend closures disadvantage day businesses. Based on the current track record, this project will likely go through next summer regardless of these options. I hear from our guests daily who tell me that they just won't go downtown because the traffic detours change daily and it's just not a pleasant experience. The only reason I suggest a 90 day pause is because I fear that many businesses will not be here this winter or next summer if they do not recoup some losses.	one block off project
71	6/18/2025 22:29 Stay the Course	We just have to get it done! As soon as possible. We own a business downtown. Keep parking free.	downtown business
72	6/18/2025 22:30 One-Way Westbound		other
73	6/18/2025 22:48 Open Nights and Weekends	It's possible that this good choice will not be enough to save the businesses that will be sacrificed regardless, but I believe it is worth trying in any event.	downtown business
74	6/19/2025 6:19 Open Nights and Weekends		other

Id	Completion time	Based on the above information, which Do you have any additional thoughts regarding these options?	Location
75	6/19/2025 8:35 Stay the Course	Yes, why has no one cared about the businesses that have been amidst the Cherry Street work for far more years now? Take a look there, how many businesses have not survived, or are currently going out of business? Additionally, I am admittedly opposed to spending more money in a place that ISN'T supporting businesses in the way of making Church Street safer, and promoting people coming back downtown. The kind of money proposed is insulting to a business like mine who is currently in the process of closing. So sorry for the businesses affected but the problem is way bigger than this. Also, I might suggest a bias of the city towards larger, richer businesses along Main that have the resources and clout to gain this sort of attention. Who is worrying about me, and my family when I am going to leave in debt over 50K because of lack of business? It sure doesn't feel like Burlington cares equally about its businesses or people.	downtown business
76	6/19/2025 10:41 Stay the Course		downtown business
77	6/19/2025 10:46 One-Way Westbound	1 way westbound should be complemented with a one way eastbound on a parallel street with semi permanent signage and wayfinding. When a hard and fast completion date is stated as fact, history shows more often than not there are delays, (and often no one's fault) so stay the course and finish 2026 could easily become 2027 anyway. How much are iconic Burlington businesses and other establishments and their employees worth? How many closed up storefronts - ie Burton Store, Nectars, Roxy - equal \$900,000?	downtown business
78	6/19/2025 10:48 Open Nights and Weekends		downtown business
79	6/19/2025 11:53 One-Way Westbound	Feb. 2024 BFP: "Although construction on Main Street is weather-dependent and sensitive due to working with aging infrastructure, city and contractors will attempt to "minimize disruptions," Department of Public Works Director Chapin Spencer said." Reviewing all the articles announcing the project, seemingly nowhere is mentioned the massive disruption to downtown...in fact it seems to be intentionally downplayed. This project is destroying the very businesses it promised to help. My vote for "one way westbound", a bandaid on a hemorrhaging artery at best, raises the question: who pays the \$900,000? Downtown businesses and residents through tax increases? If so, yet another way to kill downtown business, Burlington.	other
80	6/19/2025 12:35 Stay the Course	City needs to allocate the funds that would have increased, from options 2, for advertising and support other organizations that brings activities and people in to downtown.	downtown business
81	6/19/2025 13:07 90 Day Pause		downtown business
82	6/19/2025 13:17 Stay the Course	What are the chances we could see a 5th option where rather than only having 2 closed streets at a time, the project only works on 2 streets at a time? All of these options are incredibly painful, but in being forced to choose - we would prefer to end the pain as soon as possible.	between Pine-Winooski
83	6/19/2025 13:23 90 Day Pause		between Pine-Winooski
84	6/19/2025 13:38 One-Way Westbound	At least Church St parking not completely inaccessible all the time	other
85	6/19/2025 13:42 Open Nights and Weekends		one block off project
86	6/19/2025 13:56 Stay the Course	I wish I knew if any of these options would help our businesses in the shorter term.	downtown business

Id	Completion time	Based on the above information, which Do you have any additional thoughts regarding these options?	Location
		How about stay the course to not prolong time and add to cost, find more methods to speed up completion before back to school '26, and allow some passing through during city and business special events, weekends? Signs should read "EVENT THIS WAY", "Business this way" vs all saying "DETOUR". EVNTS THIS WAY encourages traffic, DETOURS are discouraging interest and traffic. Market to the 'hearts' of the community and tourists which encourage. Have trusted people send reviews to key sites about their positive experiences getting into and out of town so they can make sure local businesses receive the support they so desperately need to stay in business. State (overstate) what safety measures and improvements will be and are underway, outside of the construction projects, that effects community's feeling of safety. More police, change of feeding the homeless site, what else?	
87	6/19/2025 13:58 Stay the Course	This is essential!	between Pine-Winooski
88	6/19/2025 14:18 90 Day Pause		between Pine-Winooski
89	6/19/2025 14:45 Open Nights and Weekends		downtown business
90	6/19/2025 14:47 Open Nights and Weekends	stay the course should include consideration of some NEW incentives for earlier completion than Nov 2026. See #3 & #4 below. 1) Critical to understanding the impact of any new decisions is understanding the potential impact any new decisions will have on the Champlain Parkway Substantial Completion Date of June 2026. Burlington's accessibility and reputation are at stake. Communication about both projects' completion dates need to be considered. I think it is important and necessary to ensure that any changes or actions on Great Streets does not delay or hurt the Parkway substantial completion date. 2) I would like confirm that the Land Use Permit- Administrative Amendment # 4C0438-17D from the Vermont Agency of Transportation (that includes a one-year construction completion extension to May 18, 2027 (Champlain Parkway) does not change the construction contract. It would be unwise to achieve an early completion of the Great Streets project at the cost of delaying the Parkway completion. I request that The City Council and Construction managers in Burlington inform the public about both projects. Favor to one project over the other could hurt Burlington in ways we do not anticipate. 3) Has the City Council requested and gotten advice on having the City pay the incentives for achieving 'substantial' completion ahead of schedule? Now that SDI has communicated 'it is ahead of schedule' has the Council gotten any information about how soon completion is possible? 4) The City Council should seek information about how City revenues could be affected by early completion (before Nov 2026). Estimates of that kind could arm the Council with important data. I suggest the Council consider two specific early completion dates that would be valuable for the community. a. August 15, 2026 - in time for the opening of UVM, Champlain and St. Mikes b. June 30, 2026 - a time which could have a significant impact on 'Summer' traffic, and improved downtown business revenues, City taxes and the reputation of Burlington and Vermont. Based on estimates for improved	downtown business
91	6/19/2025 15:32 Stay the Course		between Pine-Winooski
92	6/19/2025 15:41 Open Nights and Weekends		other

Id	Completion time	Based on the above information, which Do you have any additional thoughts regarding these options?	Location
93	6/19/2025 15:46 Stay the Course	Stay the course because I believe that a change at this time would be more work than anticipated causing additional delay. If there are ways to open and stay the course I am all for it. Inclusive of one way traffic at certain times, nights, weekends. A 90 day pause delays the inevitable and the state of the streets will remain "under construction" despite the halt in work. I am not against any of my business colleagues who have recommended this but it is a reaction, not proactive. We must close this project. Delaying or adding complexity is like starting new projects. That's my personal opinion. Lastly, Great Streets is one of many projects going on. I do not think halting a single project changes the perception of BTv, at least not for those businesses effected by multiple projects.	between Pine-Winooski
94	6/19/2025 16:04 Open Nights and Weekends		other
95	6/19/2025 16:47 Stay the Course		downtown business
96	6/19/2025 17:03 One-Way Westbound	For the total cost of the project the City should get those streets open on night and weekrnd plus keeping the downtown streets open on nights and weekends. Just how much more to the total cost of the project does it cost to keep the streets passable?	downtown business
97	6/19/2025 17:16 One-Way Westbound	Parking should be free throughout Burlington until construction is complete. Small businesses are paying the price of these delays-the city should too.	between Pine-Winooski
98	6/20/2025 5:08 Open Nights and Weekends		one block off project

Board of Finance and City Council Submission ChecklistDepartment: Public Works Submitter: L. Wheelock, M. Suender, C. SpencerTitle/Subject: Great Streets Main Street - Traffic Mitigation

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	
☒	Concurrent	6/23/2025

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	6/20/2025	Chapin Spencer
Mayor's Office informed and approved memo	Yes	6/20/2025	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	6/20/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	6/20/2025	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?	No	Contract subject to review by City Attorney
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Motions - Memo
If for submission to Council, are sponsors identified?	Yes	Board of Finance



Main Street Project: City Council Traffic Mitigation

June
23
2025



Great Streets
BTV

Current Progress



AHEAD OF SCHEDULE

Ravine Sewer has taken longer, other work is ahead of schedule and overall work is ahead of schedule.

MAIN/WINOOSKI

Extremely Challenging Intersection

CONSTRUCTION STAGING

230 Main, Hood Plant, Sears Ln, On-Street

WINTER SHUTDOWN

Construction work will stop Thanksgiving-Early Spring 2026

04





**OPTION 1
STAY THE COURSE**

Continue As Is

One Intersection/Two Blocks
Closed at One Time

No Cost

Project Currently Ahead of
Schedule

**OPTION 2
TWO-WAY OPEN
NIGHTS AND
WEEKENDS**

Church-Pine Occuring Now

Church-Union As Early As
August 1, No Later than
August 15

\$600,000 TIF Bond Earnings

Schedule Possibly a Few
Months, but Still Earlier than
Nov 2026

**OPTION 3
ONE-WAY
WESTBOUND**

As Early As August 1, No
Later than August 15

\$850,000-\$900,000,
Funding Source Uncertain

Schedule Would Extend
Until November 2026

**OPTION 4
90 DAY PAUSE**

Lost Efficiency of Work

No Immediate Costs

Increased Maintenance

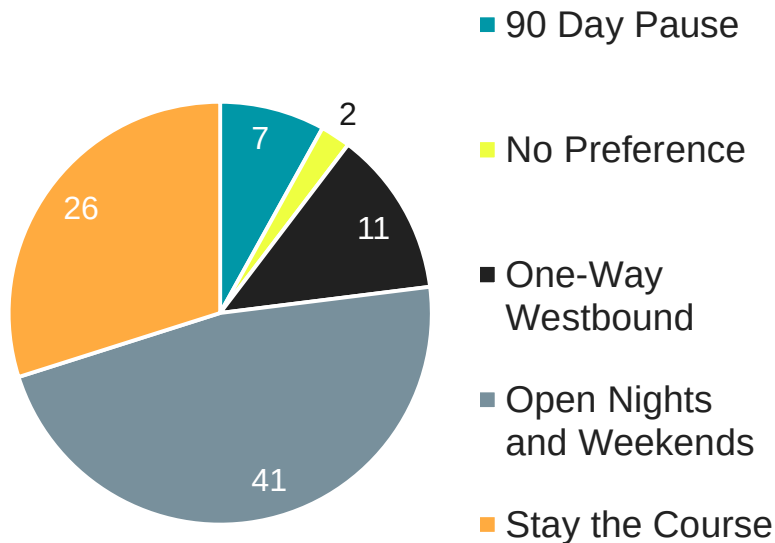
Change Contract End Date
3-8 Months





Traffic Mitigation Survey

Responses = 87



**Survey Opened
Tuesday Afternoon 6/17**

**Survey Closed
Thursday End of Day 6/19**

Received 7 responses since

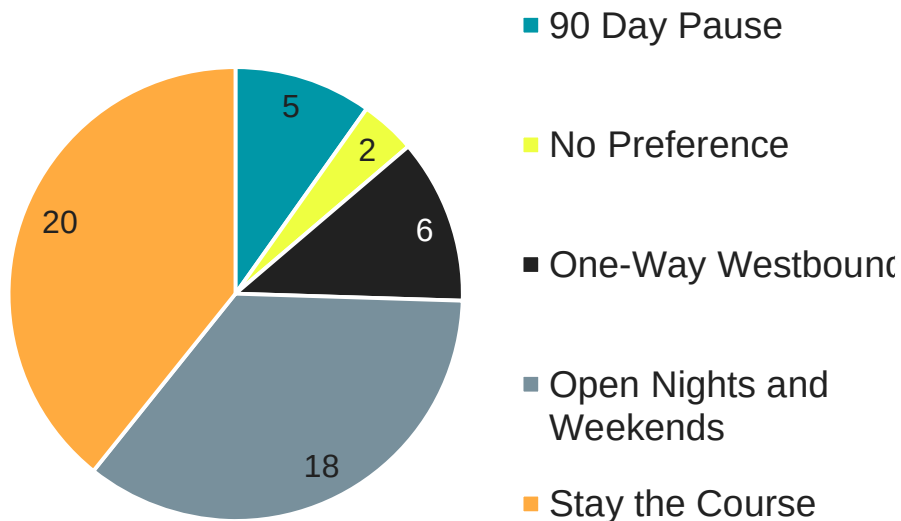
**1 – 90 Day Pause
1 – No Preference
2 – Open Nights and Weekends
3 – Stay the Course**





Downtown Businesses Only

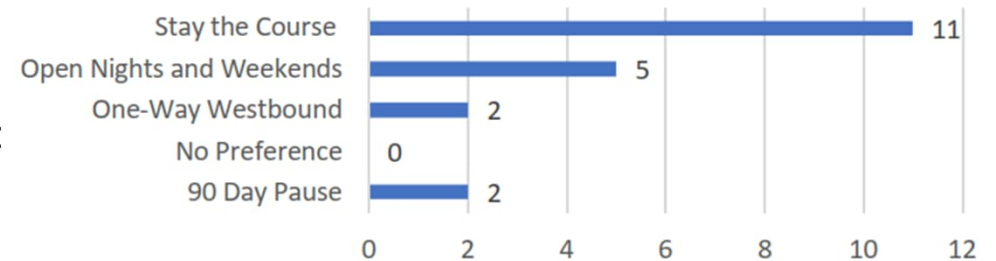
Responses = 51



Summary of Results through Thursday End of Day 6/19

Business Adjacent to the Project

South Union - South Champlain





Great Streets
BTV

Main Street Project : Financial Impact

Funding

Proposed from TIF Bond
Earnings

Up to \$600,000

Restricted to Capital Use or
Debt Service repayment

Requires Substantial Change
with Vermont Economic
Progress Council



05



CITY OF BURLINGTON

In the Year Two Thousand Twenty-Five

An Ordinance in Relation to

PROHIBITING INDECENT EXPOSURE

ORDINANCE _____
Sponsor: *Traverse*
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:

1 That WHEREAS, indecent public exposure invades the privacy of members of the public who are
2 unwillingly or unexpectedly exposed to such conduct and: (1) unreasonably interferes with the rights of all
3 persons to use and enjoy the streets, sidewalks, and other public places; (2) creates a public safety hazard by
4 creating distractions, obstructions, and crowds that interfere with the safety and free flow of pedestrian and
5 vehicular traffic; and (3) discourages members of the public from visiting or living in areas where such
6 conduct occurs; and

7 WHEREAS, law enforcement officials in Burlington are currently limited to addressing indecent
8 public exposure only when it rises to the level of open and gross lewdness under 13 V.S.A. § 2601a; and

9 WHEREAS, a number of municipalities around Vermont have stood up broader public protections
10 from indecent exposure; and

11 WHEREAS, in recent years, there have been multiple reported incidents of indecent public exposure,
12 including in public areas around our schools;

13 NOW, THEREFORE, BE IT RESOLVED that Chapter 21, Offenses and Miscellaneous Provisions,
14 of the Code of Ordinances of the City of Burlington be and hereby is amended by adding Section 21-25 to
15 read as follows:

21-25 Public indecent exposure.

16
17
18
19 (a) Authority. This section is enacted pursuant to the specific authority granted municipalities under 24
20 V.S.A. § 2291 to promote public health, safety, welfare, and convenience. It is the purpose of this
21 article to regulate public indecent exposure, which is deemed to be a public nuisance.

22
23 (a)-Definition. "Public indecent exposure" is defined as

~~(b)-~~

~~(b) a person exposing their genitals or anal region on any street, sidewalk, or other public place.~~

~~(c) *Unlawful Acts Prohibited.* No person shall knowingly or intentionally engage in public indecent exposure. A violation of this section does not require open and gross lewdness as required under 13 V.S.A. § 2601a.~~

~~(e)(d) *Enforcement.* A person who violates this section commits a first offense of indecent exposure punishable by a civil penalty of one hundred dollars (\$100.00) (with a waiver penalty of fifty dollars (\$50.00)) for the first offense. A person will be considered to have committed a second offense if it occurs less than six (6) months after a first offense, punishable by a civil penalty of ~~of~~ \$200.00 (with a waiver penalty of one hundred dollars (\$100.00)) A person will be considered to have committed a third offense if it occurs less than six (6) months after a second offense, which is a criminal offense, pursuant to 24 V.S.A. § 1974, punishable by a criminal penalty of five hundred dollars (\$500.00). Any charges or citations shall be dismissed and the associated penalties shall be waived upon the successful completion of a restorative or reparative justice program through the Community Justice Center.~~

~~(e) *Exceptions.*~~

~~i. The provisions of this section shall not apply to any person under the age of five years.~~

~~i.ii. This section shall not supersede or otherwise affect existing laws regulating nudity under the Burlington Code of Ordinances or Rules and Regulations of the Burlington Parks and Recreation Department.~~