



## Airport Commission

**Wednesday, August 6, 2025, 4:00 PM, Zoom/Wright Room at the Airport**

**PLEASE NOTE:**

**This meeting is will be held on zoom and in-person in the Wright Room at the Airport. Zoom Info:  
Join from a PC, Mac, iPad, iPhone or Android device:**

<https://zoom.us/j/95941583622?pwd=jspMUXkiTTeF3LGU9JkR8vhdYXocQq.1>

View meeting insights with Zoom AI Companion

<https://zoom.us/launch/edl?muid=df04a009-7a95-4347-b0ab-709faed6065d>

Meeting ID: 959 4158 3622

Passcode: 383231

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One tap mobile

+13017158592,,95941583622#,,,,\*383231# US (Washington DC)

+13052241968,,95941583622#,,,,\*383231# US

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Dial by your location

• +1 301 715 8592 US (Washington DC)

• +1 305 224 1968 US

• +1 309 205 3325 US

• +1 312 626 6799 US (Chicago)

• +1 646 931 3860 US

### **1. Call to Order**

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**Subject**

**1.1. Call to Order**

Meeting

August 6, 2025 - Airport Commission Meeting - Wednesday, August 6, 2025, 4:00 PM,  
Zoom/Wright Room at the Airport

Category

1. Call to Order

Department

Type

|                |                                                                                                                   |
|----------------|-------------------------------------------------------------------------------------------------------------------|
| <b>Subject</b> | <b>1.2. Acknowledgement of Remote Commissioners</b>                                                               |
| Meeting        | August 6, 2025 - Airport Commission Meeting - Wednesday, August 6, 2025, 4:00 PM, Zoom/Wright Room at the Airport |
| Category       | 1. Call to Order                                                                                                  |
| Department     |                                                                                                                   |
| Type           |                                                                                                                   |

## 2. Agenda

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### 2.1. Motion to amend/adopt agenda

## 3. Public Forum

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|                |                                                                                                                   |
|----------------|-------------------------------------------------------------------------------------------------------------------|
| <b>Subject</b> | <b>3.1. PUBLIC FORUM - Verbal Comments</b>                                                                        |
| Meeting        | August 6, 2025 - Airport Commission Meeting - Wednesday, August 6, 2025, 4:00 PM, Zoom/Wright Room at the Airport |
| Category       | 3. Public Forum                                                                                                   |
| Department     |                                                                                                                   |
| Type           |                                                                                                                   |

## 4. Consent Agenda

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|--------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>Subject</b>     | <b>4.1. Approval of Minutes</b>                                                                                   |
| Meeting            | August 6, 2025 - Airport Commission Meeting - Wednesday, August 6, 2025, 4:00 PM, Zoom/Wright Room at the Airport |
| Category           | 4. Consent Agenda                                                                                                 |
| Department         |                                                                                                                   |
| Type               |                                                                                                                   |
| Recommended Action |                                                                                                                   |

## 5. Action Items

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|                    |                                                                                                                   |
|--------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>Subject</b>     | <b>5.1. Airport Commission Annual Report</b>                                                                      |
| Meeting            | August 6, 2025 - Airport Commission Meeting - Wednesday, August 6, 2025, 4:00 PM, Zoom/Wright Room at the Airport |
| Category           | 5. Action Items                                                                                                   |
| Department         | Burlington International Airport                                                                                  |
| Type               |                                                                                                                   |
| Recommended Action |                                                                                                                   |
| <b>Subject</b>     | <b>5.2. GSA/TSA Lease</b>                                                                                         |
| Meeting            | August 6, 2025 - Airport Commission Meeting - Wednesday, August 6, 2025, 4:00 PM, Zoom/Wright Room at the Airport |

|                    |                                                                                                                   |
|--------------------|-------------------------------------------------------------------------------------------------------------------|
| Category           | 5. Action Items                                                                                                   |
| Department         | Burlington International Airport                                                                                  |
| Type               |                                                                                                                   |
| Recommended Action |                                                                                                                   |
| <b>Subject</b>     | <b>5.3. OLDCC Grant Approval</b>                                                                                  |
| Meeting            | August 6, 2025 - Airport Commission Meeting - Wednesday, August 6, 2025, 4:00 PM, Zoom/Wright Room at the Airport |
| Category           | 5. Action Items                                                                                                   |
| Department         | Burlington International Airport                                                                                  |
| Type               |                                                                                                                   |
| Recommended Action |                                                                                                                   |
| <b>Subject</b>     | <b>5.4. Deputy Director Position - Business &amp; Strategic Development</b>                                       |
| Meeting            | August 6, 2025 - Airport Commission Meeting - Wednesday, August 6, 2025, 4:00 PM, Zoom/Wright Room at the Airport |
| Category           | 5. Action Items                                                                                                   |
| Department         | Burlington International Airport                                                                                  |
| Type               |                                                                                                                   |
| Recommended Action |                                                                                                                   |

## 6. Construction Update, L. Lackey

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|----------------|-------------------------------------------------------------------------------------------------------------------|
| <b>Subject</b> | <b>6.1. Construction Update, L. Lackey</b>                                                                        |
| Meeting        | August 6, 2025 - Airport Commission Meeting - Wednesday, August 6, 2025, 4:00 PM, Zoom/Wright Room at the Airport |
| Category       | 6. Construction Update, L. Lackey                                                                                 |
| Department     | Burlington International Airport                                                                                  |
| Type           |                                                                                                                   |

## 7. Noise Data, L. Lackey

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|                |                                                                                                                   |
|----------------|-------------------------------------------------------------------------------------------------------------------|
| <b>Subject</b> | <b>7.1. Noise Report, L. Lackey</b>                                                                               |
| Meeting        | August 6, 2025 - Airport Commission Meeting - Wednesday, August 6, 2025, 4:00 PM, Zoom/Wright Room at the Airport |
| Category       | 7. Noise Data, L. Lackey                                                                                          |
| Department     | Burlington International Airport                                                                                  |
| Type           |                                                                                                                   |
| <b>Subject</b> | <b>7.2. Noise Comments Data</b>                                                                                   |

Meeting August 6, 2025 - Airport Commission Meeting - Wednesday, August 6, 2025, 4:00 PM, Zoom/Wright Room at the Airport

Category 7. Noise Data, L. Lackey

Department Burlington International Airport

Type

## 8. Financial Update, M. Friedman

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**Subject 8.1. Financial Update, M. Friedman**

Meeting August 6, 2025 - Airport Commission Meeting - Wednesday, August 6, 2025, 4:00 PM, Zoom/Wright Room at the Airport

Category 8. Financial Update, M. Friedman

Department Burlington International Airport

Type

## 9. Director's Report

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**Subject 9.1. Director's Report**

Meeting August 6, 2025 - Airport Commission Meeting - Wednesday, August 6, 2025, 4:00 PM, Zoom/Wright Room at the Airport

Category 9. Director's Report

Department

Type

## 10. Commissioner Items

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**Subject 10.1. Commissioner Items**

Meeting August 6, 2025 - Airport Commission Meeting - Wednesday, August 6, 2025, 4:00 PM, Zoom/Wright Room at the Airport

Category 10. Commissioner Items

Department

Type

## 11. Follow-up Items

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## 12. Executive Session

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**Subject 12.1. Executive Session**

Meeting August 6, 2025 - Airport Commission Meeting - Wednesday, August 6, 2025, 4:00 PM, Zoom/Wright Room at the Airport

Category 12. Executive Session

Department Burlington International Airport

Type Action

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Recommended Action | <p>Motion 1: Move that the Commission find that premature general public knowledge of communications between the Commission and its counsel would clearly place the City at a substantial disadvantage because the City risks disclosing confidential attorney-client communications in public.</p> <p>Motion 2: Based on the finding of substantial disadvantage, the Commission enter into executive session to communicate with counsel under the provisions of 1 V.S.A. 313(a)(1)(F), to include Attorney Nicholas Clabbers, City Attorney Jessica Brown, Airport Commissioners, Airport Director Nicolas Longo, Deputy Director David Carman, Finance Director Marie Friedman, Director of Innovation and Marketing Jeffrey Bartley, Director of Engineering &amp; Environmental Compliance Larry Lackey, Executive Assistant Jesse Sprague, Marketing Assistant Alexandra Cohen.</p> |
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## 13. Adjournment

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|--------------------|-------------------------------------------------------------------------------------------------------------------|
| <b>Subject</b>     | <b>13.1. Motion to adjourn</b>                                                                                    |
| Meeting            | August 6, 2025 - Airport Commission Meeting - Wednesday, August 6, 2025, 4:00 PM, Zoom/Wright Room at the Airport |
| Category           | 13. Adjournment                                                                                                   |
| Department         | Council and Board                                                                                                 |
| Type               |                                                                                                                   |
| Recommended Action |                                                                                                                   |

## 14. Informational and Non-Discrimination Statements

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|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subject</b> | <b>14.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Licensing, Voting and Records Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or 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.</b> |
| Meeting        | August 6, 2025 - Airport Commission Meeting - Wednesday, August 6, 2025, 4:00 PM, Zoom/Wright Room at the Airport                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Category       | 14. Informational and Non-Discrimination Statements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Department     | Council and Board                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Type           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

**PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT**

**AIRPORT COMMISSION**

**MINUTES OF MEETING**

**July 2, 2025**

**Location: The Wright Room**

**1200 Airport Drive,**

**South Burlington, VT 05403**

**[Hybrid meeting]**

**MEMBERS PRESENT:**

Tim George

Jeff Schulman

Chip Mason

Andrew Savage

Helen Riehle

Connor Daley

**MEMBERS ABSENT:**

Robin Guillian

**BTV STAFF PRESENT:**

Nicolas Longo, Director of Aviation

Larry Lackey, Director of Engineering & Environmental Compliance

Jeff Bartley, Director of Innovation & Marketing

Jesse Sprague, Executive Assistant

Marie Friedman, Director of Finance

David Carman, Deputy Director of Aviation Operations

Madison Reagan, Environmental Compliance and Project Manager

Romeo V. Hermann, Customer Experience Manager

Alexandra Cohen, Marketing Assistant

**OTHERS PRESENT:**

Julie Macuga

**(Virtual or in person)**

Leif Taranta

Brian Clifford

Rachel Siegel

Jen Daniels

Shaun Robinson (VTDigger)

Glenn Russell (VT Digger)

Andrea De Jesús Colón (Vermont Asylum Assistance Project)

Chris Rice

Lindsay Dearborn

Paul Macuga

Laura Macuga

Peggy

Omega

Brand X

Brenny Borskin

### **1.0 Call to Order**

Nicolas Longo, Director of Aviation, opened the meeting at 4:01PM and facilitated the election of the Airport Commission Chair. Remote attendees were acknowledged, and Director Longo introduced Andrew Savage, who recently was appointed as an Airport Commissioner.

### **2.0 Agenda**

Approve/Adopt Agenda

**MOTION by Connor Daley, SECOND by Helen Riehle, to approve the agenda as presented.**

**VOTING: unanimous (6-0) motion carried.**

### **3.0 Election of the Airport Commission Chair**

MOTION by Jeff Schulman, SECOND by Helen Riehle to nominate Tim George as the Chair of the Airport Commission. There were no other nominations.

VOTING: unanimous (6-0); motion carried

Tim George is the Chair of the Airport Commission and assumed the facilitation of the meeting.

### **4.0 Election of the Airport Commission Vice Chair**

MOTION by Helen Riehle, SECOND by Tim George to nominate Jeff Schulman as the Vice Chair of the Airport Commission. There were no other nominations.

VOTING: unanimous (6-0); motion carried

Jeff Schulman is the Vice Chair of the Airport Commission.

### **5.0 Public Forum**

5.1 Public form allotted three minutes per speaker. The following individuals commented regarding the use of the airport by the Immigration and Customs Enforcement:

5.1.1 Leif Taranta

5.1.2 Brian Clifford

5.1.3 Julie Macuga

5.1.4 Rachel Siegal

- 5.1.5 Andrea De Jesús Colón (Vermont Asylum Assistance Project)
- 5.1.6 Brenny Borskin

## **6.0 Consent agenda:**

6.1 MOTION by Connor Daley, SECOND by Helen Riehle, to approve the items in the consent agenda as presented in the agenda packet. This includes the Draft Minutes from the May 28, 2025 Airport Commission Meeting.

**VOTING: unanimous (6-0); motion carried.**

## **7.0 Construction Update, L. Lackey**

In addition to the written construction update provided to the Airport Commission, Larry Lackey highlighted the following updates:

- 7.1 The Airport presented at the Development and Review Board (DRB) on 7/1 for the City of South Burlington regarding the permitting for the Snow Removal Equipment Building. The hearing was closed and the Airport is waiting on additional updates regarding permitting.
- 7.2 The Airport received a grant that the Airport applied for, along with other grants.
- 7.3 The mill and inlay portion of the Runway 15/33 Rehabilitation project is 70% complete. Once it reaches 100%, grooving will start. The project is currently a couple weeks ahead of schedule. The project has had no impact so far on Air Traffic Control.

## **8.0 Financial Update, M. Friedman**

In addition to the written financial update provided to the Airport Commission, Director Friedman highlighted the following:

- 8.1 The City of Burlington is coordinating the closure of the Grant Anticipation Note. This will close the week of July 7.
- 8.2 Revenues have been consistent.
- 8.3 The Airport's receivables from the FAA were about \$7 million.

## **9.0 Noise Data**

### **9.1 Noise Data, L. Lackey**

9.1.1 In addition to the written construction update provided to the Airport Commission, Director Lackey highlighted the following:

- Homeowners are providing positive feedback regarding the work done on their homes as part of the Residential Sound Insulation Program (RSIP)
- The Office of Local Defense Community Cooperation (OLDCC) Applications are due July 9. This is funding available to eligible airports that are joint use between military and commercial operations.

### **9.2 Noise Comments, J. Sprague**

9.2.1 In addition to the written report, Jesse Sprague highlighted the following:

- There were three new comments in the month of June in the raw data set; one of these comments was from the community while the other two were tests.

## **10.0 Director's Update**

In addition to the written presentation, Director Longo reported:

- 10.1 Madison Reagan has started as the Environmental Compliance and Project Manager, working with Larry Lackey.
- 10.2 Alex Cohen is the Marketing Assistant as part of the Innovation and Marketing team.
- 10.3 Romeo von Hermann began his role recently as the airport's Customer Experience Manager.

- 10.4 Project NexT will hopefully open in Spring 2026
- 10.5 Alex Cohen, Jeff Bartley, and Nicolas Longo traveled to Charleston to take the inaugural flight from Charleston to Burlington on Breeze Airways.
- 10.6 Over 300 people attended the Skyline Soiree, which was a very successful event!
- 10.7 Jeff Bartley and Nicolas Longo travelled to Indianapolis in June for the Jumpstart Air Service Development Conference. They met with airlines to pitch additional at Leahy BTV. There is interest from Airlines to increase capacity in the Fall. Larry Lackey, Dave Carman, and Marie Friedman travelled to the 97<sup>th</sup> American Association of Airport Executives (AAAE) Conference & Exposition
- 10.8 The FAA Inspection went well—The formal report will come in a few weeks. Stephanie Mueller has been promoted to the Airport Operations Foreperson position. Anything the inspector recommends will require proving what the Airport does in response, typically by a certain date. The inspector said that the fuel inspection was the best that they had seen at any airport.
- 10.9 The Airport TSA inspection also recently occurred; this involved the TSA testing the security within the Airport as a whole (terminal, runway, etc).
- 10.10 The Airport will be working on changing the Vehicle for Hire fee structure; the Transportation Network Company (TNC) fees will increase for vehicles operating Uber, Lyft, and other taxis within the City of Burlington and at the Airport. Taxi drivers pay a permit fee but can change their rates within the rates approved by the City of Burlington.
- 10.11 The Runway Safety Action Team (RSAT) presented on runway incursion data at Leahy BTV and hot spots (areas that present difficulties for pilots on the runway). The RSAT is led by Felicia Casale at the Air Traffic Control Tower at Leahy BTV.
- 10.12 Review of items that will be upcoming at future Airport Commission meetings including: a staff retreat this summer, a new parking system and new leases with: Transportation Security Administration/General Services Administration, Hangar Condo Association, Vermont Flight Academy,
- 10.13 Kestrel Coffee Roasters is on pace to open in mid-September 2025.
- 10.14 Projected seats are estimated to surpass the numbers in 2008, the Airport's highest year ever. Airline departure numbers are also increasing.
- 10.15 The projected passenger statistics are lower compared to the last Commission Meeting, but these numbers will change as time goes on. The numbers shift throughout the year. Director Longo estimates that the numbers will climb to over 705,000 passengers for the year.
- 10.16 Airport staff is meeting with Green Mountain Transit regarding the changes in the bus service to the Airport.

## **11.0 Commissioner Items**

- 11.1 Commissioner Items:
  - 11.1.1 Immigration and Customs Enforcement, H. Riehle
    - Commissioner Riehle said that Julie Macuga and Rachel Siegal contacted her regarding the use of the Airport by Immigration and Customs Enforcement (ICE). Discussion at the Commission Meeting included the use of the airport by federal agencies.

## **12.0 Follow Up Items**

- 12.1 Eldridge Cemetery Flagpole Updates, Dave Carman

- 12.1.1 Lighting is low that there will not be an impact and is not an issue for the Airport. There was discussion on how the beautify the space with the flagpole.
- 12.2 Organizational Chart of Airport Staff
  - 12.2.1 Staff presented the organization chart of the leadership team, management team, and administration team. There are 35-40 positions included in the larger boxes (Maintenance workers, ambassadors, electricians, operations specialists)

### **13.0 Adjournment**

**MOTION by Helen Riehle, SECOND by Connor Daley to adjourn the meeting.**

**VOTING:** unanimous (6-0) motion carried. The meeting was adjourned at 5:51pm.

TO: City of Burlington, City Council

FROM: Board of Commissioners

DATE: August 6, 2025

SUBJECT: Burlington Airport Commission's Annual Report, FY2025

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Over the course of the last fiscal year, the Patrick Leahy Burlington International Airport (Leahy BTV) has demonstrated strong financial performance, steady growth, and major progress toward transformational infrastructure goals. In December 2024, Moody's Investors Service upgraded the Airport's credit rating from Baa2 to Baa1 with a stable outlook—the highest rating BTV has earned in over 15 years. This achievement affirms the Airport's long-term financial stability, responsible budgeting, and conservative debt management practices. As of May 30, 2025, Leahy BTV holds over 450 days of cash on hand and has no outstanding debt to the City of Burlington. The Burlington Airport Commission is proud of the Airport's strong fiscal foundation and ability to contribute meaningfully to the broader City.

Leahy BTV recorded over 100,000 operations annually through January 2025, officially making it the second busiest airport in New England with commercial air service, second only to Boston Logan International Airport. This growth is driven by consistent customer demand, strong airline relationships, and strategic air service development.

A defining moment of FY2025 was the groundbreaking of Project NexT, the Northern Expanded Terminal. This multi-phase project will modernize BTV's terminal layout into a linear configuration, expand gate capacity, and introduce modern amenities for customers, including enhanced concessions, waiting areas, and sustainable design features.

Project NexT includes mass timber construction, geothermal heating and cooling, and high-efficiency systems that align with the Airport's environmental goals. This transformative project reflects both the operational needs and the cultural values of our community.

A: 1200 Airport Drive, #1 South Burlington, VT 05403  
P: 802.863.2874

Leahy BTV was awarded Level 1 Carbon Accreditation from Airports Council International (ACI), recognizing the Airport's measurable progress in reducing greenhouse gas emissions. In FY2025, the Airport advanced:

- Deployment of electric ground service equipment
- EV charging infrastructure in partnership with Beta Technologies
- LED lighting upgrades across airside and terminal systems
- Transition to geothermal systems and mass timber infrastructure in Project NexT

These initiatives are part of a broader climate strategy to ensure BTV is positioned as a leader in sustainable airport operations.

As passenger and operational demands have grown, so has our team. In FY2025, the Airport expanded its staff in key areas including operations, maintenance, planning, and customer service. These additions ensure we are prepared to support round-the-clock service and a high-quality experience for all travelers.

The leadership team continues to invest in employee training, retention, and workforce development, cultivating a positive and mission-driven workplace culture.

In FY2026, we look forward to major construction progress on Project NexT, continued federal grant advocacy, new airline service announcements, and a continued Airport brand identity that reflects the spirit of Vermont. We remain focused on sustainability, safety, and delivering excellent service to all who travel through the Airport.

Leahy BTV continues to play a vital role in the region. In FY2025, the Airport expanded its public engagement efforts through partnerships with local organizations and municipalities. We collaborated with South Burlington (SoBu) Parks and Recreation to host the official unveiling of our new mascot Aero the Griffin. The event brought together families, City leaders, and Airport staff for a celebration of community and connectivity. On June 4, we celebrated the construction of the new terminal building of Project NexT with a Skyline Soiree! Community members and airport stakeholders gathered together within the construction area of the new terminal to enjoy the progress being made towards modernizing the Airport—expected to open in summer of 2026!

We also partnered on planning and investment related to the regional bike path network, reinforcing our commitment to multimodal access and healthy, sustainable transportation options. These collaborations, along with educational tours, public art installations, and participation in local events, demonstrate the Airport's dedication to serving not just travelers, but the greater Burlington community.

The Burlington Airport Commission extends its sincere thanks to Mayor Emma Mulvaney-Stanak for her support of the Airport and its role in Burlington's economic vitality. We are also grateful to the Burlington City Council, our airline and business partners, and the many City departments we collaborate with every day. We also thank Airport Director Nic Longo, whose leadership and vision have been essential to BTV's continued momentum and success.

On behalf of the Airport staff and the Airport Commission, thank you for your continued support. We welcome you to visit Leahy BTV and see firsthand the progress the Airport has made and the exciting

future ahead.

Sincerely,

Tim George, Chair  
Jeff Schulman, Vice Chair  
Chip Mason  
Helen Riehle  
Robin Guillian  
Andrew Savage  
Connor Daley

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

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

DATE: August 6, 2025

SUBJECT: Request to execute a lease agreement with the General Services Administration (GSA) for Transportation Security Administration (TSA) office space

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## REQUEST

The Patrick Leahy Burlington International Airport ("Leahy BTV") respectfully requests approval and authorization to execute a lease agreement with the General Services Administration (GSA) for Transportation Security Administration (TSA) office space.

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## Background

The Transportation Security Administration (TSA) plays a critical role in the daily operations of Leahy BTV, and as such, requires appropriate operational and administrative space within the terminal. As part of our ongoing terminal expansion and modernization efforts, we have worked to thoughtfully integrate TSA's evolving needs into the design of our facility—particularly through the development of an expanded security checkpoint and the reallocation of space for offices, breakrooms, and other support functions.

Over the past several years, TSA's operational requirements have changed significantly. Prior to the construction of our new security checkpoint, TSA occupied a set of offices used by their management and leadership teams. However, due to the phased nature of our terminal construction and the need to accommodate various logistical and structural updates, TSA's office footprint was temporarily reduced and relocated. These changes were previously reflected in an amendment to their original lease agreement.

At the expiration of that agreement, and in coordination with the General Services Administration (GSA), the Airport requested the development of a new lease to more accurately reflect TSA's current and future space needs. Due to delays in communication and transitions in GSA staffing, the prior lease remained in a holdover status until a final version could be completed. The newly drafted lease now outlines all of the existing space occupied by TSA and preliminarily identifies additional space they have expressed interest in leasing—though this additional space is not yet formally committed to in the current agreement.

The Airport is actively constructing this new area to accommodate TSA's potential expansion. Once construction is complete and TSA confirms its intent to lease the new space, an amendment to this lease will be brought forward for City Council consideration. As has been previously discussed with the Airport Commission, if TSA elects not to lease the newly constructed space, the Airport has a strong pipeline of interested tenants and would quickly pivot to make that rentable space available to other qualified users.

Importantly, this new lease also includes an updated rental rate that reflects our current market-based terminal square footage rate, which is calculated based on our terminal revenue needs—ensuring consistency across all terminal tenants and supporting our commitment to financial sustainability.

### **Lease Terms**

The proposed amendment includes the following key terms:

- Effective date July 1, 2024
- New expiration: July 31, 2034
- Rental Rate: \$149,202 annually, \$68.41 per square foot

### **MOTIONS:**

#### **Airport Commission:**

“To recommend to the City Council the lease with General Service Administration at the Patrick Leahy Burlington International Airport, subject to final review and approval by the City Attorney's Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby.”

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

“To approve and recommend that the City Council authorize the Mayor of the City of Burlington to execute the lease with General Service Administration at the Patrick Leahy Burlington International Airport, subject to final review and approval by the City Attorney’s Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney’s Office as may be necessary or convenient to effectuate the transactions contemplated hereby.”

City Council:

“To authorize the Mayor of the City of Burlington to execute the lease with General Service Administration at the Patrick Leahy Burlington International Airport, subject to final review and approval by the City Attorney’s Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney’s Office as may be necessary or convenient to effectuate the transactions contemplated hereby.”

# LEASE NO. GS-01P-LVT00746

On-Airport Lease  
GSA TEMPLATE L201D (OCT 2024)

A. This Lease is made and entered into between

## City of Burlington, Vermont

(Lessor), whose principal place of business is 1200 Airport Drive, Suite #1, South Burlington, VT 05403 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**1200 Airport Drive, #1, South Burlington, VT 05403**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

## C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning **July 1, 2024** and continuing for a period of

**10 Years, 5 Years Firm,**

subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

### FOR THE LESSOR:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_  
Date: \_\_\_\_\_

### FOR THE GOVERNMENT:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: \_\_\_\_\_

### WITNESSED FOR THE LESSOR BY:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

|                                                                                                                                              |               |
|----------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>SECTION 1 THE PREMISES, RENT, AND OTHER TERMS .....</b>                                                                                   | <b>3</b>      |
| 1.01 THE PREMISES (OCT 2024) .....                                                                                                           | 3             |
| 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013) .....                                                                                             | 3             |
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## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

### 1.01 THE PREMISES (OCT 2024)

The Premises are described as follows:

- A. Office and Related Space. **2,181** rentable square feet (RSF), yielding **2,181** ANSI/BOMA Occupant Area (ABOA) square feet (SF) of office and related Space located on the **1<sup>st</sup>** floor of the Building, as depicted on the floor plan attached hereto as Exhibit **A**.

Notwithstanding the paragraph titled "Relocation Rights," the Lessor, within one (1) year of the Lease Award Date, plans to require the relocation of the Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the GSA a minimum of 120 days prior written notice. The Lessor shall be responsible for all costs for the construction of the new space and any other costs associated with replicating the necessary operational features provided in the space originally leased. The Government shall be responsible for the costs for moving furniture, office equipment, and personal property to the new Premises.

Prior to the Government occupying the new Premises, the Lessor shall provide floor plans and a valid Certificate of Occupancy (C of O) per the paragraph titled "Acceptance of Space and Certificate of Occupancy." Upon the Government's inspection and acceptance of the new Premises, the Government shall relocate as soon as practicable and a Lease Amendment shall be issued to revise the Premises. The Airport shall provide such relocated Premises at the same rental rate per RSF as the original Premises.

Should the Airport require relocation at any time after one (1) year past the Lease Award Date, the entirety of the paragraph titled "Relocation Rights" shall apply to that relocation.

- B. Common Area Factor. The Common Area Factor (CAF) is established as **0** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.
- C. INTENTIONALLY DELETED

### 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking. **5** parking spaces as depicted on the plan attached hereto as Exhibit **B**, reserved for the exclusive use of the Government, of which **0** shall be structured/inside parking spaces and **5** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.
- B. Antennas, Satellite Dishes and Related Transmission Devices. (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

### 1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2023)

- A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

|                          | Years 1 - 10        |                   |
|--------------------------|---------------------|-------------------|
|                          | Annual Rent         | Annual Rate / RSF |
| Shell Rental Rate        | \$149,202.21        | \$68.41           |
| Operating Costs          | \$0.00              | \$0.00            |
| <b>Full Service Rate</b> | <b>\$149,202.21</b> | <b>\$68.41</b>    |

- B. Parking shall be provided at a rate of **\$0.00** per parking space per month (structured/inside), and **\$0.00** per parking space per month (surface/outside).
- C. INTENTIONALLY DELETED
- D. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance based upon the methodology outlined under the "Payment" clause of GSA 3517, General Clauses.
- E. Rent is subject to adjustment based upon the final TI cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

- F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- G. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. This registration service is free of charge.
- H. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises;"
  2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, subcontractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
  3. Performance or satisfaction of all other obligations set forth in this Lease; and,
  4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

**1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)**

- A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **120** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.
- B. INTENTIONALLY DELETED

**1.05 RENEWAL RIGHTS (OCT 2016) INTENTIONALLY DELETED**

**1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2023)**

The following documents are attached to and made part of the Lease:

| DOCUMENT NAME              | NO. OF PAGES | EXHIBIT |
|----------------------------|--------------|---------|
| Floor Plan                 | 1            | A       |
| Parking Plan               | 1            | B       |
| GSA 3517A, General Clauses | 15           | C       |

**1.07 OPERATING COST BASE (OCT 2016)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$0.00** per RSF.

**1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2022)**

Lessor's Unique Entity Identifier

UEI: **KXQQKNB2GZL1**

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## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

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### 2.01 DEFINITIONS AND GENERAL TERMS (OCT 2023)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

#### A. General Contract Terms.

1. "Contract" means lease.
2. "Contractor" means Lessor.
3. "Days" means calendar days, unless specified otherwise.
4. "Delivery Date" means the date specified in or determined pursuant to the provisions of the lease for delivery of the premises to the Government, improved in accordance with the provisions of the lease and substantially complete, as such date may be modified in accordance with the provisions of the lease.
5. "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation:
  - a. Acts of God or of the public enemy,
  - b. Acts of the United States of America in either its sovereign or contractual capacity,
  - c. Acts of another contractor in the performance of a contract with the Government,
  - d. Fires,
  - e. Floods,
  - f. Epidemics,
  - g. Quarantine restrictions,
  - h. Strikes,
  - i. Freight embargoes,
  - j. Unusually severe weather, or
  - k. Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
6. "Lease Award Date" means the date the LCO executes the lease and furnishes written notification of the executed lease to the successful offeror (usually the date on which the parties' obligations under the lease begin).
7. "Lease Term Commencement Date" means the date on which the lease term commences.
8. "Substantially Complete" or "Substantial Completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. The space shall be considered substantially complete only if the space may be used for its intended purpose.
9. "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

#### B. Real Property Terms.

1. "ANSI/BOMA" is an acronym for American National Standards Institute/Building Owners and Managers Association.
2. "ANSI/BOMA Occupant Area" or "ABOA" means the measurement standard (Z65.1-2017) provided by ANSI/BOMA for Occupant Area, which is "the total aggregated area used by an Occupant before Load Factors are applied, consisting of Tenant Area and Tenant Ancillary Area." The Method A – Multiple Load Factor Method shall apply.

3. "Appurtenant Areas" means those areas and facilities on the property that are not located within the premises, or for which rights are expressly granted under this lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the premises and express appurtenant rights (e.g. parking areas).
4. "Broker" means GSA's broker, if GSA awarded this lease using a contract real estate broker.
5. "Building" means building(s) situated on the property in which the premises are located.
6. "Commission Credit" means the amount of commission that is credited to the lease, if GSA's broker agreed to forgo a percentage of its commission, in connection with the award of this lease.
7. "Common Area Factor (CAF)" means a conversion factor determined and applied by the building owner to determine the rentable square feet for the leased space. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. The CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
8. "Firm Term" means the part of the lease term that is not subject to termination rights.
9. "Non-Firm Term" means the part of the lease term following the end of the firm term, which is subject to termination rights.
10. "Premises" means the total occupant area or other type of space, together with all associated common areas described in the lease. Appurtenant areas (e.g., parking areas) to which the Government has rights under this lease are not included in the premises.
11. "Property" means the land and buildings in which the premises are located, including all appurtenant areas (e.g., parking areas) to which the Government is granted rights.
12. "Rentable Space or Rentable Square Feet (RSF)" means the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. Rentable space may include a share of common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. Rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. To determine the RSF, the ABOA SF is multiplied by the sum of one (1) plus the CAF, for each type of space included in the premises.
13. "Space" means that part of the premises to which the Government has exclusive use, such as occupant area, or other types of space. Appurtenant areas (e.g., parking areas) to which the Government has rights under the lease are not included in the space.

## **2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)**

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

## **2.03 WAIVER OF RESTORATION (OCT 2023)**

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for:

- A. Waste, or,
- B. Damages or restoration arising from or related to:
  1. The Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as
  2. Any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government.

At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

## **2.04 OPERATING COSTS ADJUSTMENT (JUN 2012) INTENTIONALLY DELETED**

## **2.05 RELOCATION RIGHTS (OCT 2021)**

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the GSA a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same

rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate. The Government will not reimburse the Lessor for any increased square footage as a result of such relocation.

#### **2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)**

- A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the Patrick Leahy Burlington International Airport.
- B. TSA is responsible for airline passenger and baggage screening services at the Airport.
- C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.
- D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

#### **2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)**

- A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.
- B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

#### **2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)**

The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

#### **2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)**

The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at, [HTTPS://WWW.SAM.GOV/SAM/](https://www.sam.gov/SAM/) prior to the Lease Award Date. Registration must be for purposes of "All Awards" and include completion of all required representations and certifications within SAM. Registration must be active throughout the life of the Lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

#### **2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)**

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

#### **2.11 ENTITY NAME (OCT 2023)**

Lessor may not use Federal agency name(s) and/or acronym(s), e.g., General Services Administration, GSA, in its entity name that owns and/or leases Space to GSA

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## SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

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### 3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

- A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.
- B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

### 3.02 MEANS OF EGRESS (MAY 2015)

- A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.
- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.
- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

### 3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (OCT 2023)

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which the Government occupies, either through this Lease or in combination with other Government Leases in the Building any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Occupant Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

### 3.04 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3<sup>rd</sup> floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

- E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

### 3.05 ENERGY INDEPENDENCE AND SECURITY ACT (OCT 2024)

#### A. Energy-related Requirements.

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
  - a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
  - b.
    - I. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and
    - II. Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—
      - (i) That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
      - (ii) For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
      - (iii) That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.
- B. Hydrology-related Requirements. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.
1. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at [HTTP://WWW.EPA.GOV/GREENINGEAPA](http://www.epa.gov/greeningeapa).
  2. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

### **3.06 ACCESSIBILITY (OCT 2024)**

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and 36 CFR 1190 to the extent applicable. To the extent the standards referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

### **3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)**

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

### **3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)**

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

### **3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (OCT 2022)**

- A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. Thermostats shall be set to maintain temperatures of 72 degrees F (+/- 3 degrees) during the heating season and 75 degrees F (+/- 3 degrees) during the cooling season. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, the dew point shall be maintained below 55 degrees F in occupied spaces, and below 60 degrees F in unoccupied spaces.
- B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- C. Normal HVAC systems maintenance shall not disrupt tenant operations.

### **3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)**

- A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
- B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

### **3.11 GOVERNMENT PROJECT MANAGEMENT SYSTEM (ON-AIRPORT) (OCT 2022)**

The Government may require the Lessor to use the Government's project management system for post-award and post-occupancy activities. Licensing costs and access to the system are the responsibility of the Government.

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## SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

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### 4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The Lessor shall follow routine cleaning and disinfecting requirements in Section 5.01. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

- |                                                            |                                                              |                                                                 |                                                                                   |
|------------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> HEAT                   | <input checked="" type="checkbox"/> TRASH REMOVAL            | <input checked="" type="checkbox"/> ELEVATOR SERVICE            | <input checked="" type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS |
| <input checked="" type="checkbox"/> ELECTRICITY            | <input checked="" type="checkbox"/> CHILLED DRINKING WATER   | <input checked="" type="checkbox"/> WINDOW WASHING (as needed)  |                                                                                   |
| <input checked="" type="checkbox"/> POWER (Special Equip.) | <input checked="" type="checkbox"/> AIR CONDITIONING         |                                                                 |                                                                                   |
| <input checked="" type="checkbox"/> WATER (Hot & Cold)     | <input checked="" type="checkbox"/> RESTROOM SUPPLIES        | <input checked="" type="checkbox"/> CARPET CLEANING (as needed) |                                                                                   |
| <input checked="" type="checkbox"/> SNOW REMOVAL           | <input checked="" type="checkbox"/> JANITORIAL SERV. & SUPP. |                                                                 |                                                                                   |

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

### 4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall not be required on weekends or Federal holidays. Services, maintenance, and utilities shall be provided from **7:00 AM to 7:00 PM**.

### 4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

- A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.
- B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

### 4.04 RECYCLING (ON-AIRPORT) (OCT 2023)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

### 4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

### 4.06 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (OCT 2022) INTENTIONALLY DELETED

### 4.07 INDOOR AIR QUALITY (OCT 2024)

- A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded.

- B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.
- C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed by a board-certified industrial hygienist, to ascertain the source and severity of the complaint. The hygienist shall inspect and evaluate the Space and air zones serving the Space; inspection shall take place as soon as possible but no later than 15 calendar days following the identification of a potential IAQ issue. Notwithstanding the above, when a board-certified industrial hygienist is not available to perform this inspection, the Lessor may, upon written request and the Government's approval, employ an environmental professional with documented experience performing IAQ assessments. The Lessor shall provide written results of any testing along with recommendations to GSA.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:
  - 1. Making available information on Building operations and Lessor activities;
  - 2. Providing access to Space for assessment and testing, if required; and
  - 3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits and generally accepted consensus standards.
- E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.
- F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning.
- G. Air handling units shall have the highest-level MERV filtration that is compatible with the HVAC system and does not significantly diminish airflow. Upon request, the Lessor shall provide to the Government a list of the highest-level of MERV filtration that each air handling unit is designed to handle.
- H. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

#### **4.08 HAZARDOUS MATERIALS, MOLD AND WATER INTRUSION (ON-AIRPORT) (OCT 2024)**

The leased Space shall be free of hazardous materials, substances, and wastes, as defined by and according to applicable Federal, state, and local environmental regulations. The Space must be maintained to prevent water intrusion and accumulation, ensuring that no conditions exist that could promote mold growth. These include, but not limited to, the following:

- A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.
- B. Actionable Condition. An actionable condition is defined as either:
  - 1. Visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower, or
  - 2. Water-Damaged Building materials which could potentially create conditions for mold or microbial amplification.
- C. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable conditions, as defined by subparagraph B.
  - 1. The Lessor shall safely remediate all actionable conditions in accordance with sub-paragraph C.2 below.
  - 2. The Lessor shall safely remediate all actionable conditions identified by the consultant using a qualified remediation contractor following methods identified in EPA's Mold Remediation in Schools and Commercial Buildings (EPA 402-K-01-001, September 2008 or the current version of ANSI/IICRC S520-2015: Standard for Professional Mold Remediation), and all applicable state laws pertaining to mold remediation practices. The Lessor shall provide GSA with a detailed work plan from the remediation contractor on how they plan to address the actionable conditions and include qualifications of the remediation contractor. The Lessor shall employ a qualified industrial hygienist, independent of the remediation contractor to verify that remediation has been completed per the industry standards listed above and that the space is safe for re-occupancy.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.
4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable conditions, the Government may implement a corrective action program and deduct its costs from the rent.

#### **4.09 OCCUPANT EMERGENCY PLANS (OCT 2020)**

The Lessor is required to cooperate, participate, and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

#### **4.10 MODIFIED LEASE PARAGRAPHS**

##### 1.01 THE PREMISES (OCT 2024)

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**GENERAL CLAUSES****(Acquisition of Leasehold Interests in Real Property for Leases at or Below the Simplified Lease Acquisition Threshold - SLAT)**

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| CLAUSE NO. | 48 CFR REF.                                       | CLAUSE TITLE                                                                                                                      |
|------------|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| 1          | GSAR 552.270-4                                    | DEFINITIONS (DEVIATION)                                                                                                           |
| 2          | GSAR 552.270-6                                    | MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (DEVIATION)                                                                         |
| 3          | GSAR 552.270-7                                    | FIRE AND CASUALTY DAMAGE (DEVIATION)                                                                                              |
| 4          | GSAR 552.270-9                                    | INSPECTION – RIGHT OF ENTRY                                                                                                       |
| 5          | GSAR 552.270-10                                   | DEFAULT BY LESSOR (DEVIATION)                                                                                                     |
| 6          | GSAR 552.270-20                                   | PAYMENT (DEVIATION)                                                                                                               |
| 7          | GSAR 552.270-27                                   | INTEGRATED AGREEMENT (DEVIATION)                                                                                                  |
| 8          | GSAR 552.270-14                                   | CHANGES (DEVIATION)                                                                                                               |
| 9          | GSAR 552.270-8                                    | COMPLIANCE WITH APPLICABLE LAW (DEVIATION)                                                                                        |
| 10         | FAR 52.204-21                                     | BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS                                                                      |
| 11         | FAR 52.204-30                                     | FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION                                                                |
| 12         | FAR 52.252-2                                      | CLAUSES INCORPORATED BY REFERENCE                                                                                                 |
| 13         | <i>Clauses incorporated by reference include:</i> |                                                                                                                                   |
|            | FAR 52.204-2                                      | SECURITY REQUIREMENTS                                                                                                             |
|            | FAR 52.204-9                                      | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL                                                                            |
|            | FAR 52.204-10                                     | REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS                                                                |
|            | FAR 52.204-13                                     | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE                                                                                           |
|            | FAR 52.204-19                                     | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS                                                                  |
|            | FAR 52.204-23                                     | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES |
|            | FAR 52.204-25                                     | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT                            |

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|                 |                                                                                                                          |
|-----------------|--------------------------------------------------------------------------------------------------------------------------|
| FAR 52.204-27   | PROHIBITION ON A BYTEDANCE COVERED APPLICATION                                                                           |
| FAR 52.209-6    | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT |
| FAR 52.215-10   | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA                                                             |
| FAR 52.215-12   | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA                                                                             |
| FAR 52.219-4    | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS                                                |
| FAR 52.219-9    | SMALL BUSINESS SUBCONTRACTING PLAN                                                                                       |
| FAR 52.219-16   | LIQUIDATED DAMAGES – SUBCONTRACTING PLAN                                                                                 |
| FAR 52.219-28   | POST-AWARD SMALL BUSINESS REREPRESENTATION                                                                               |
| FAR 52.222-35   | EQUAL OPPORTUNITY FOR VETERANS                                                                                           |
| FAR 52.222-36   | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES                                                                          |
| FAR 52.222-37   | EMPLOYMENT REPORTS ON VETERANS                                                                                           |
| FAR 52.226-7    | DRUG-FREE WORKPLACE                                                                                                      |
| FAR 52.232-23   | ASSIGNMENT OF CLAIMS                                                                                                     |
| FAR 52.232-33   | PAYMENT BY ELECTRONIC FUNDS TRANSFER SYSTEM – SYSTEM FOR AWARD MANAGEMENT                                                |
| FAR 52.233-1    | DISPUTES                                                                                                                 |
| GSAR 552.204-9  | PERSONAL IDENTITY VERIFICATION REQUIREMENTS                                                                              |
| GSAR 552.270-12 | ALTERATIONS                                                                                                              |
| GSAR 552.270-16 | ADJUSTMENT FOR VACANT PREMISES                                                                                           |
| GSAR 552.270-28 | MUTUALITY OF OBLIGATION                                                                                                  |
| GSAR 552.270-31 | PROMPT PAYMENT                                                                                                           |

1. GSAR 552.270-4 DEFINITIONS (AUG 2023) (DEVIATION)

When a solicitation or contract uses a word or term that is defined in the Federal Acquisition Regulation (FAR) or General Services Acquisition Manual (GSAM), the word or term has the same meaning as the definition in FAR 2.101, GSAM 502.101, or GSAM 570.102 in effect at the time the solicitation was issued or lease contract was awarded, unless -

- (a) The solicitation, amended solicitation, or lease contract provides a different definition (e.g., R100, L100);

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(b) An applicable part, subpart, or section of the FAR or GSAM provides a different meaning.

2. GSAR 552.270-6 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SEP 2022) (DEVIATION)

The Lessor shall maintain the property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

- (a) For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.
- (b) Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards.
- (c) The Lessor shall maintain the premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.
- (d) The Government shall have the right, at any time after the lease award date and during the term of the lease, to inspect all areas of the property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

3. GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 2022) (DEVIATION)

- (a) If the building in which the premises are located is totally destroyed or damaged by fire or other casualty, this lease shall immediately terminate.
- (b) If the building in which the premises are located are only partially destroyed or damaged, so as to render the premises untenable, or not usable for their intended purpose:
  - (1) The Lessor shall have the option to elect to repair and restore the premises or terminate the lease.
  - (2) Unless otherwise approved by the Lease Contracting Officer, the Lessor shall be permitted a reasonable amount of time, not to exceed 270 days from the event of destruction or damage, to repair or restore the premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the premises within 60 days of the event of destruction or damage.
    - (i) If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the lease effective as of the date of the event of destruction or damage.
    - (ii) If the Lessor elects to repair or restore the premises, but fails to repair or restore the premises within 270 days from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the lease effective as of the date of the destruction or damage.
  - (3) During the time that the premises are unoccupied, rent shall be abated. Termination of the lease by either party under this clause shall not give rise to liability for either party.
  - (4) Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

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4. GSAR 552.270-9 INSPECTION – RIGHT OF ENTRY (SEP 1999)

- a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to:
- (1) Inspecting, sampling and analyzing suspected asbestos-containing materials and air monitoring for asbestos fibers;
  - (2) Inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises;
  - (3) Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and
  - (4) Inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

5. GSAR 552.270-10 DEFAULT BY LESSOR (JUL 2023) (DEVIATION)

Occurrence of the following constitutes default by the Lessor and gives rise to the following rights and remedies of the Government:

- (a) *Prior to acceptance of the space.* Failure by the Lessor to perform diligently any obligations required for acceptance of the space or other required improvements within the times specified, other than due to an excusable delay, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, terminate the lease on account of the Lessor's default.
- (b) *After acceptance of the space.* Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this lease, other than due to an excusable delay, constitutes a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may, in its sole discretion, take one or more of the following actions:
- (1) Perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs, including administrative costs, incurred in connection with taking the action;

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- (2) Reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. If default renders the leased premises untenable, the reduction of rent may be calculated as the prorated portion of the monthly rent represented by all such days the leased premises is untenable;
- (3) Terminate the lease if:
  - (i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or
  - (ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions, and such conditions substantially impair the safe and healthful occupancy of the premises, or render the premises unusable for its intended purposes.
- (c) *Damages.* The Lessor and the Lessor sureties, if any, are jointly and severally liable for any damages to the Government resulting from default or termination, as provided in this clause.
  - (1) Damages include all costs associated with the replacement lease(s), which include but are not limited to the following: the Government's aggregate rent, estimated real estate taxes, operating costs, administrative costs, or other reprourement costs.
  - (2) If the Government procures replacement premises for a term (including all option terms) in excess of this lease term, the Lessor is not liable for excess Government rent or adjustments during such excess lease term.
  - (3) Damages to which the Government is entitled to under this clause are due and payable thirty (30) days following the date the Lessor receives notice from the Contracting Officer specifying such damages.
- (d) *Excusable delays.*
  - (1) The Government shall not terminate this lease under this clause nor charge the Lessor with damages under this clause, if:
    - (i) the delay in substantially completing any work or performing any services arises from excusable delays, and
    - (ii) the Lessor, within ten (10) days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay.
  - (2) The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant, the Contracting Officer shall extend the delivery date commensurate with the delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.
- (e) No deduction from rent, termination of lease, or any other action pursuant to this clause will constitute a default by the Government under this lease.
- (f) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

6. GSAR 552.270-20 PAYMENT (AUG 2023) (DEVIATION)

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(a) When space is offered and accepted, ANSI/BOMA Occupant Area (ABOA) square footage delivered will be confirmed by either:

(1) The Government's measurement of plans submitted by the successful offeror as approved by the Government, and an inspection of the space to verify that the delivered space conforms with such plans; or

(2) A mutual on-site measurement of the space if the Contracting Officer determines it necessary.

(b) The Government will not pay for space in excess of the amount of ABOA square footage stated in the lease.

(c) If the amount of ABOA square footage delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:

$$(1 + CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$$

(d) *Common Area Factor (CAF)*. The CAF is expressed as a percentage of the difference between the amount of rentable square feet (SF) and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15%  $(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}$ .

(e) *Rentable Square Footage (RSF)*. The RSF is calculated using the following formula for each type of space (e.g., office, warehouse, etc.) included in the premises:  $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$ .

7. GSAR 552.270-27 INTEGRATED AGREEMENT (SEP 2022) (DEVIATION)

This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the lease. Except as expressly attached to and made a part of the lease, neither the request for lease proposals nor any pre-award communications by either party shall be incorporated in the lease.

8. GSAR 552.270-14 CHANGES (SEP 2022) (DEVIATION)

(a) The Lease Contracting Officer (LCO) may at any time, by written order, direct changes to the tenant improvements within the space, building security requirements, or the services required under the lease.

(b) If any such change causes an increase or decrease in Lessor's cost or time required for performance of its obligations under this lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the lease providing for one or more of the following:

(1) An adjustment of the delivery date.

(2) An equitable adjustment in the rental rate.

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(3) A lump sum equitable adjustment. or

(4) An adjustment of the operating cost base, if applicable.

(c) The Lessor must assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and must submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government is not liable to Lessor under this clause.

9. GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 2022) (DEVIATION)

Lessor shall comply with all Federal, state, tribal, and local laws applicable to its ownership and leasing of the property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state, tribal, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government. This lease shall be governed by Federal law.

10. FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) *Definitions.* As used in this clause—

*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

*Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information ( [44 U.S.C. 3502](#)).

*Safeguarding* means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

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(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

11. FAR 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION (DEC 2023)

(a) *Definitions.* As used in this clause—

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*Covered article*, as defined in [41 U.S.C. 4713\(k\)](#), means—

- (1) Information technology, as defined in [40 U.S.C. 11101](#), including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 ([47 U.S.C. 153](#));
- (3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see [32 CFR part 2002](#)); or
- (4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

*FASCSA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in [41 CFR 201–1.303\(d\)](#) and [\(e\)](#):

- (1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
- (2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

*Intelligence community*, as defined by [50 U.S.C. 3003\(4\)](#), means the following—

- (1) The Office of the Director of National Intelligence;
- (2) The Central Intelligence Agency;
- (3) The National Security Agency;
- (4) The Defense Intelligence Agency;
- (5) The National Geospatial-Intelligence Agency;
- (6) The National Reconnaissance Office;

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- (7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
- (8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
- (9) The Bureau of Intelligence and Research of the Department of State;
- (10) The Office of Intelligence and Analysis of the Department of the Treasury;
- (11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
- (12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

*National security system*, as defined in [44 U.S.C. 3552](#), means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

- (1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
- (2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

*Sensitive compartmented information* means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

*Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

- (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the

covered article or the source is prohibited by an applicable FASCSA orders as follows:

- (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
  - (ii) For all other solicitations and contracts DHS FASCSA orders apply.
- (2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders identified in paragraph (b)(1).
- (3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
- (4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR [4.2304](#)(c)). However, see paragraph (c) of this clause.
- (5)
  - (i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:
    - (A) Name of the product or service provided to the Government;
    - (B) Name of the covered article or source subject to a FASCSA order;
    - (C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
    - (D) Brand;
    - (E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
    - (F) Item description;
    - (G) Reason why the applicable covered article or the product or service is being provided or used;
  - (ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

*(c) Notice and reporting requirement.*

- (1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered

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articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

- (2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.
- (3)
  - (i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
  - (ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:
    - (A) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.
    - (B) For all other contracting offices, the Contractor shall report to the Contracting Officer.
- (4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:
  - (i) Within 3 business days from the date of such identification or notification:
    - (A) Contract number;
    - (B) Order number(s), if applicable;
    - (C) Name of the product or service provided to the Government or used during performance of the contract;
    - (D) Name of the covered article or source subject to a FASCSA order;
    - (E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
    - (F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.*

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

## 12. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/browse/index/gsam>.

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13. The following clauses are incorporated by reference:

|                |                                                                                                                                                                                                                         |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FAR 52.204-2   | SECURITY REQUIREMENTS (MAR 2021) (Applicable when the contract may require access to classified information.)                                                                                                           |
| FAR 52.204-9   | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)                                                                                                                                                       |
| FAR 52.204-10, | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over \$30,000 total contract value.)                                                                                       |
| FAR 52.204-13  | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)                                                                                                                                                                      |
| FAR 52.204-19  | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)                                                                                                                                             |
| FAR 52.204-23  | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)                                                                            |
| FAR 52.204-25  | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)                                                                                                       |
| FAR 52.204-27  | PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)                                                                                                                                                               |
| FAR 52.204-30  | FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION (DEC 2023)                                                                                                                                           |
| FAR 52.209-6   | PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2025)<br>(Applicable to leases over \$35,000 total contract value.)                       |
| FAR 52.215-10  | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)<br>(Applicable when cost or pricing data are required for work or services over \$2,000,000.)                                                   |
| FAR 52.215-12  | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)<br>(Applicable when the clause at FAR 52.215-10 is applicable.)                                                                                                 |
| FAR 52.219-4   | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)                                                                                                                                    |
| FAR 52.219-9   | SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2025) ALTERNATE III (JAN 2025) (Applicable to Leases over \$750,000 total contract value.)                                                                                      |
| FAR 52.219-16  | LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (SEP 2021)<br>(Applicable to leases over \$750,000 total contract value.)                                                                                                        |
| FAR 52.219-28  | POST-AWARD SMALL BUSINESS REREPRESENTATION (JAN 2025)<br>(Applicable to leases exceeding the micro-purchase threshold)                                                                                                  |
| FAR 52.222-35  | EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)<br>(Applicable to leases \$150,000 or more, total contract value. Full text may be found at <a href="http://www.acquisition.gov">http://www.acquisition.gov</a> )             |
| FAR 52.222-36  | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)<br>(Applicable to leases over \$15,000 total contract value. Full text may be found at <a href="http://www.acquisition.gov">http://www.acquisition.gov</a> ) |

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|                 |                                                                                                                                                                         |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FAR 52.222-37   | EMPLOYMENT REPORTS ON VETERANS (JUN 2020)<br>(Applicable to leases \$150,000 or more, total contract value.)                                                            |
| FAR 52.226-7    | DRUG-FREE WORKPLACE (MAY 2024)<br>(Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual) |
| FAR 52.232-23   | ASSIGNMENT OF CLAIMS (MAY 2014)<br>(Applicable to leases over the micro-purchase threshold.)                                                                            |
| FAR 52.232-33   | PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)                                                                                           |
| FAR 52.233-1    | DISPUTES (MAY 2014)                                                                                                                                                     |
| GSAR 552.204-9  | PERSONAL IDENTITY VERIFICATION REQUIREMENTS (APR 2023)                                                                                                                  |
| GSAR 552.270-12 | ALTERATIONS (SEP 1999)                                                                                                                                                  |
| GSAR 552.270-25 | SUBSTITUTION OF TENANT AGENCY (SEP 1999)                                                                                                                                |
| GSAR 552.270-28 | MUTUALITY OF OBLIGATION (SEP 1999)                                                                                                                                      |
| GSAR 552.270-31 | PROMPT PAYMENT (JUN 2011)                                                                                                                                               |

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0086.

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

FROM: Patrick Leahy Burlington International Airport  
Nic Longo, Director of Aviation  
Larry Lackey, Director of Planning, Engineering, and Sustainability

DATE: August 6, 2025

SUBJECT: Request to accept and execute up to six (6) Office of Local Defense Community Cooperation (OLDCC) Grants for the Home Construction Improvements designed in the Residential Sound Insulation Project (RSIP) program.

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## **REQUEST**

The Patrick Leahy Burlington International Airport (Airport or BTV) seeks approval and authorization:

1. To accept and execute up to six (6) OLDCC grants for the Home Construction Improvements designed in the RSIP program.

## **EXECUTIVE SUMMARY AND BENEFITS ANTICIPATED**

### **1. Project Summary:**

The Patrick Leahy Burlington International Airport has a residential sound insulation program for those households affected by aircraft noise. BTV has requested funding from the Office of Local Defense Community Cooperation (OLDCC) through the Department of Defense to implement this program to increase the number of homes to be mitigated in the five-year horizon. These grant opportunities are the first time appropriations have been made available through the DOD to assist in funding Federal Aviation Administration (FAA) Noise Compatibility Programs (NCP) at National Guard Facilities. BTV has just recently applied for six (6) grants, two (2) in the amount of \$2,500,000.00 each and four (4) in the amount of \$1,000,000.00 each. Last year, BTV applied for these same grant opportunities, however were not awarded any grants because our program request was too large, therefore, by applying

for smaller portions in multiple grants, our probability to receive some or all is greater. This approach was recommended by the OLDCC administration. Due to the timing of the applications and the timing needed to award these funds we are asking for authorization to accept up to \$9,000,000.00 in up to 6 separate grants which would support the home improvements of approximately 58 homes at the currently estimated costs. We are requesting this authorization early, as the federal appropriations must be awarded prior to the end of the current federal fiscal year, therefore we are preparing early.

## **OLDCC**

The Community Noise Mitigation Program through OLDCC, is intended to facilitate the installation of sound insulation in covered facilities. Through the Consolidated Appropriations this funding is for airports at or near guard or reserve installations, The Office of Local Defense Community Cooperation must obligate the remaining funds through a counter-signed grant agreement no later than close of business on September 30, 2025.

## **RSIP**

The Residential Sound Insulation Program (“RSIP”) is an approved measure of the 2020 Federal Aviation Administration (FAA) approved 14 Code of Federal Regulations (CFR) Part 150 Noise Compatibility Program. The overall Program allows airports to access federal funds to mitigate noise such as installing sound insulation materials like windows, doors, insulation, HVAC systems and includes approximately 2,400 residential units located within the 65-75 Day Night Average Sound Level (DNL) contours of the approved 2024 Noise Exposure Map (NEM). It’s important to note that without an approved NCP or NEM, no federal funds can be obligated towards these programs. Homes in this project will be located in the City of South Burlington, City of Winooski, or Town of Williston. Properties will be selected based upon their location within or adjacent to the approved 2024 Noise Exposure Map (NEM) 65 - 75 DNL with a goal of balancing the program homes between the most affected cities/town of South Burlington, Winooski and Williston. Home selection is to be determined as part of this scope of work outlined in these grants. For further information, all of our NCP and NEM documentation can be found at [btvsound.com](http://btvsound.com)

## **2. Benefits Anticipated:**

The project will reduce interior noise levels of the eligible properties by installing an acoustical treatment package which will provide relief from aircraft noise by upgrading interior eligible living areas. Upgrades may include replacement of windows and doors with acoustically rated products and installation or upgrade of ventilation systems. The sound insulation treatments are designed to reduce the interior noise levels to below 45 DNL and provide a minimum noise level reduction of 5dB, all of which is a requirement of the FAA. It is anticipated that this project construction improvement will benefit an estimated 6 homes with an estimated 15 occupants per \$1 million grant and an estimated 15 homes with an estimated 35 occupants per \$2.5 million dollar grant. If all \$9.0 million is awarded, the

total homes that would be improved would be approximately 58 homes, however, this is a highly competitive grant program which may award less than the \$9 million requested.

## **PROJECT APPROACH**

The approach we are taking is that BTV already has adequate funds for design in existing FAA RSIP grants. These designs are currently moving forward. We would utilize the OLDCC grants to expedite home improvements. This will not affect our approach with the FAA program just bolster our ability to do more construction sooner utilizing these new funding sources. We will continue to apply annually for FAA grants to support the RSIP program.

## **FUNDING:**

The funding anticipated from the OLDCC is 90% of the funds with the remaining 10% coming from a combination of State of Vermont match, Vermont Gas Company Efficiency Fund match and the Passenger Facility Charge (PFC) program.

## **PROPOSED MOTIONS:**

### **Airport Commission**

1. “To approve and recommend that the Board of Finance and City Council authorize the Director of Aviation to accept and execute up to six (6) grants from the Office of Local Defense Community Cooperation totaling up to \$9,000,000.00 for construction improvement in conjunction with the Airport Residential Sound Insulation Program, subject to review and approval of the City Attorney’s Office.”

### **Board of Finance**

1. “To approve and recommend that the City Council authorize the Director of Aviation to accept and execute up to six (6) grants from the Office of Local Defense Community Cooperation totaling up to \$9,000,000.00 for construction improvement in conjunction with the Airport Residential Sound Insulation Program, subject to review and approval of the City Attorney’s Office.”

### **City Council**

1. “To authorize the Director of Aviation to accept and execute up to six (6) grants from the Office of Local Defense Community Cooperation totaling up to \$9,000,000.00 for construction improvement in conjunction with the Airport Residential Sound Insulation Program, subject to review and approval of the City Attorney’s Office.”

## **City of Burlington Job Description**

**Position Title:** Deputy Director of Aviation, Business and Strategic Development

**Department:** Airport

**Reports to:** Director of Aviation

**Pay Grade:** 27

**Exempt/Non-Exempt:** Exempt

**Union:** Non-Union

**General Purpose:** The Deputy Director of Aviation – Business and Strategic Development serves as a key executive leader at Patrick Leahy Burlington International Airport, providing strategic oversight and operational leadership across all facets of airport business management. Reporting directly to the Director of Aviation, this role is responsible for driving business efficiency, revenue growth, infrastructure development, and customer experience while ensuring regulatory compliance and financial stewardship.

As a senior executive, the Deputy Director plays a pivotal role in shaping and executing the airport's strategic vision. This position requires a dynamic leader with deep expertise in business operations, project management, and stakeholder engagement. The Deputy Director also serves as Acting Director of Aviation in the absence of the Director, as directed.

Under general direction of the Airport Director and through subordinate personnel, establishes policies and procedures of airport activities as well as plans, organizes, and substantially coordinates the high level aspects of all business, finance, properties management, negotiations, contracts, safety and security and customer service projects at the Airport.

**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 implement high-level strategies, policies, and programs that enhance airport operations, efficiency, and financial performance.
- Lead cross-functional teams to drive business initiatives, infrastructure improvements, and long-term growth.
- Represent the airport at key public meetings, media engagements, and industry conferences, advocating for its strategic priorities.
- Provide executive oversight for all airport business operations, including commercial land development, property management, concessions, rental car activities, parking operations, and redevelopment of existing facilities.
- Oversee the negotiation, execution, and administration of all tenant leases, agreements, and business contracts to optimize non-aeronautical and aeronautical revenue.
- Develop and execute short- and long-term strategies to enhance customer experience and maximize revenue streams.
- Direct the Manager of Customer Experience to ensure a high level of customer satisfaction within the airport's ambassador team
- Establish and maintain effective partnerships with airport tenants, regulatory agencies, and business stakeholders to foster collaboration and operational excellence.
- Oversee major capital improvement projects, ensuring strategic alignment, financial review and seamless integration with operational needs.
- Review and approve project plans and specifications, ensuring coordination with the Director of Aviation and the Deputy Director of Aviation Operations as well as the leadership team.
- Coordinates with Deputy Director of Aviation Operations on implementation of all construction projects and snow removal operations
- Implementation of all construction projects and snow removal operations on areas outside of the airfield.
- Lead contract procurement processes, including contractor pre-qualification, bid evaluation, and contract awards per Airport, Local, State, and Federal procurement regulations.
- Provide executive oversight of all construction projects, collaborating with project managers, Engineering Department, and consultants to resolve challenges and ensure successful project execution.
- Assist the Director of Engineering, Planning and Sustainability and the Director of Finance in the preparation and administration of federal and state grant applications, including, but not limited to, Airport Improvement Program (AIP) and Passenger Facility Charge (PFC) funding.
- Manage airport land projects, including negotiations with property owners, tenants, and relocation consultants.
- Ensure all business and development initiatives align with regulatory requirements and industry best practices.
- Direct, mentor, and evaluate high-performing teams, fostering professional growth, employee engagement, and operational excellence. This includes direct management of the Customer Experience Manager and the Properties Manager and the associated teams.

- Oversee recruitment, performance management, and professional development initiatives for key airport personnel.
- Establish a culture of innovation, accountability, and customer-centric service across all business units.
- May serve as a primary point of contact for media relations and public communications during critical airport events, including weather emergencies and operational disruptions.
- Maintain communication with key stakeholders, government officials, and industry partners during emergency situations and high-impact developments.
- Continuously works with the Airport Leadership team, including Deputy Director of Aviation Operations, Director of Finance, Director of Marketing and Innovation, and Director of Planning, Engineering and Sustainability.
- Performs other duties as assigned by the Director of Aviation

**Qualifications/Basic Job Requirements:**

- Bachelor's degree in Aviation Management, Business Administration, Public Administration, or a related field (Master's degree preferred).
- 5+ years of progressive leadership experience in airport management, business operations, or a related industry, preferred
- Expertise in contract negotiation, financial management, regulatory compliance, and infrastructure development.
- Demonstrated ability to lead high-level strategic initiatives and cross-functional teams in a complex operational environment.
- Strong public speaking, stakeholder engagement, and media relations skills.
- Deep understanding of FAA regulations, grant programs, and airport financial management.
- Three years of experience in financial accounting or project management.
- Experience with municipal or government finance and operations preferred.
- Experience with Airport Finance and Operations required.
- Accreditation by the American Association of Airport Executives preferred.
- Knowledge of basic principles, practices and techniques of Federal and state grant administration, and familiarity with Federal, state and local funding processes and programs preferred. Knowledge of federal, state and local regulations associated with land acquisition, environmental issues, and airport design standards essential.
- Knowledge of the contracts, forms, terminology and procedures used in grants/contracts administration preferred.
- Knowledge of Disadvantaged Business Enterprise programs and processes.
- Ability to interact with various agencies, contractors, architects and the federal and state government.
- Ability to communicate effectively orally and in writing with the public and coworkers.
- Familiarity with a variety of office equipment and computer systems including spreadsheets and word processing.
- Attention to detail and accuracy required.

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

### **Physical & Mental/Reasoning Requirements; Work Environment:**

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

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

**Supervision:**

Directly Supervises: 2

Indirectly Supervises: 22

**Disclaimer:**

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

**Approvals:**

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_

Revised July 31, 2025

To: Airport Commission  
City of Burlington, Board of Finance  
City of Burlington, City Council

From: Nicolas Longo C.M.  
Director of Aviation

Date: August 6, 2025

Subject: Regrade salary of the position: Deputy Director of Aviation – Business and Strategic Development (Previously the Deputy Director of Aviation Administration)

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**Request:**

Patrick Leahy Burlington International Airport is requesting to re-grade the salary of a permanent exempt full-time position by creating a new role: Deputy Director of Aviation – Business and Strategic Development.

**Executive Summary:**

**Background:**

The Deputy Director of Aviation – Business and Strategic Development, previously titled the Deputy Director of Aviation Administration, will provide strategic oversight and operational leadership across all facets of airport business management. This role will report directly to the Director of Aviation and will be responsible for driving business efficiency, revenue growth, infrastructure development, and customer experience while ensuring regulatory compliance and financial stewardship. This position will shape and execute the airport's strategic vision through establishing policies and procedures at all levels, including the planning and coordination of business, finance, properties management, negotiations, contracts, safety and security, and customer service projects at the Airport. The creation of this role will benefit the leadership team to have an individual dedicated to these items we grow and develop the Airport as we serve the community together at Leahy BTV. This position is not a newly created, however the job description has been edited to better match the

expectations of the role. This position will directly manage two of our manager roles, the Manager of Facilities and the Manager of Customer Experience, in which Ambassadors and Maintenance works will report to. This position has been vacant for a few years now, with the manager positions reporting directly to the Director of Aviation.

While we have posted the previous version of this position in the past, we did not receive an adequate quantity of applicants to satisfy a competitive application pool. The salary grading of this position also was not aligned with other leadership roles, with this regrading, it now better aligns both from a salary and description standpoint.

**Budget:**  
The changes within this salary are already incorporated within the fiscal year 2026 airport budget.

| Current Grade         | Current annual Salary       | New Grade              | New Annual Salary              |
|-----------------------|-----------------------------|------------------------|--------------------------------|
| Grade 24<br>Step 1-15 | \$97,869.20 -<br>116,873.22 | Grade 27<br>Step 1- 15 | \$110,248.43 -<br>\$131,728.29 |

**Motions:**  
The Airport respectfully requests the following proposed motions:

Airport Commission:  
Approve the memo as presented.

Board of Finance  
“To approve and recommend that the City Council approve the regrading of the position of “Deputy Director of Aviation – Business and Strategic Development’ to a grade 27”

City Council:  
“To authorize the regrading of the position of ‘Deputy Director of Aviation – Business and Strategic Development’ to a grade 27”

To: Airport Commission

From: Larry Lackey, Director of Planning, Engineering and Environmental Compliance

Date: August 6, 2025

Subject: Airport Commission Construction Update

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1. **Annual Parking Garage Maintenance (\$35M)**. The replacement of the expansion joints and joint seal repair in the vicinity of the north and south garage areas has started and is ongoing. This will be completed by July.
2. **Environmental Assessment (est. \$.25M)**. The purpose of this project is to evaluate environmental impacts related to the mitigation of obstructions within the aircraft approach surfaces to the runways. This is in follow up to the recently completed Master Plan, which includes obstruction identification and environmental review. The scope and IFE process is complete and a grant application was prepared and submitted on April 29, 2022. Grant received. Contract issued with work progressing. Letters currently going out to property owners about the investigations required. Investigations are complete with the report in progress. The draft report has been submitted to the FAA for review. Received FAA review. We have completed a full response to FAA's comments and they were accepted by staff. They have moved it to the FAA's legal review.
3. **South Terminal Replacement Project (\$35M)**. The purpose of this project is for overall terminal efficiencies and a better passenger experience. Due to increased aircraft seating existing passenger hold areas are overcrowded during peak times as identified in the recent Master Plan Update. Recently the opportunity has risen through the Airport Terminal Improvement Program from the Bipartisan Infrastructure Law. We have submitted our request for full build out of this project, including: Demolition of the existing South Concourse; new Terminal improvements (approximately 45,000 SF of new gross floor area on 2 levels); five (5) new aircraft gates; up to four (4) new passenger boarding bridges (PBB), new passenger circulation and hold rooms; future concessions space; and apron construction within demolished South Concourse footprint. The South Terminal Replacement Project will be approximately 160' farther from Taxiway A as the existing South Concourse. We were not selected this past year and have reapplied for FFY23 design only. We did receive notice from the program that we will be awarded the a design only grant for this project. We have finalized discussions with the FAA to how best move this project forward in the future, as the timing to design this needs to be pushed back due to FAA scheduling requirement and having the funding to complete the construction of this project.

4. **Cargo Apron Design Project (\$3M)**. The purpose of this project is to provide additional space for other potential cargo carry operations. Have submitted 7460-1 (Air Space Review) to FAA for this project. The scoping of the he project, design only has been completed with the FAA. The IFE process for completion before a FAA Grant Application in April has been completed. Grant Application was submitted on April 3, 2023. Grant has been issued, moving to finalize contract. The contract has been issued to Hoyle, Tanner and Associates with the design to start. It has been determined that this project will require additional FAA technical operations review prior to proceeding. The FAA updated review has been issued as favorable, and the project design is moving forward. We plan on bidding this project later this year.
5. **SRE Building Design (\$1.2M)**. The purpose of this project is to replace the existing out dated facilities, which does not meet the storage needs of the required equipment to maintain the airfield. A contract for study is being completed with programing and scoping moving forward. The scoping session with the FAA has been completed. The final scope is complete with the IFE process was completed. The Grant Application was submitted to the FAA. Contract has been signed with Passero Associates to design and bid this project. Site investigations were completed in November. The site plan is developed with the building design at 30%. We have had page turn of the draft plans. Applications for permits are being moved forward. A pre –Application meeting was held with South Burlington Planning and Development Staff in preparation for an upcoming DRB hearing. Permit Applications are being prepared. We presented to the South Burlington DRB on June 3rd. The hearing was not closed. There were items that needed follow up. We have followed up on these items and are scheduled back with the DRB on July 1, 2025. We plan on advertising for bids for this project in the fall.
6. **Burlington Tech Center (BTC) (\$12M)**. The purpose of this project is to support the design efforts for an improved facility at the airport for the regional educational needs. The Burlington School district has been given an award for \$10M in which they are in the process of applying for. We continue to work with the school on this project. Permit applications were submitted on March 25<sup>th</sup> to the regulatory bodies for this project. The SB DRB issued there positive decision with follow submittal needed as agreed during the hearing. DEW was the selected contractor. Construction started December 4<sup>th</sup>. The planned completion is August 2025.
7. **FAA CIP for next 5 years**. We had our FAA Airports Division CIP review on September 14th. The focus was on next years proposed projects (FFY24), with the balance of the meeting discussion on the needed funds for our identified projects for the additional 4 years and beyond. A couple of weeks ago we had our annual review. IT went very well with the FAA requesting proposed project worksheets. They asked that we submit them in the next 2 weeks. Item's (Projects) included the balance of Project Next, TW C rehabilitation, obstruction removal, and the SRE Building. FAA Verification of intent forms were filed in January for the FFY 25 projects. We are scheduled in August for review of our FY26 and beyond projects.
8. **BETA – Development**  
Communication and coordination with Beta on the first phase of the Electric Aircraft Assemble Facility and Valley West Hangar for all aspects of permitting, environmental, engineering, utilities and

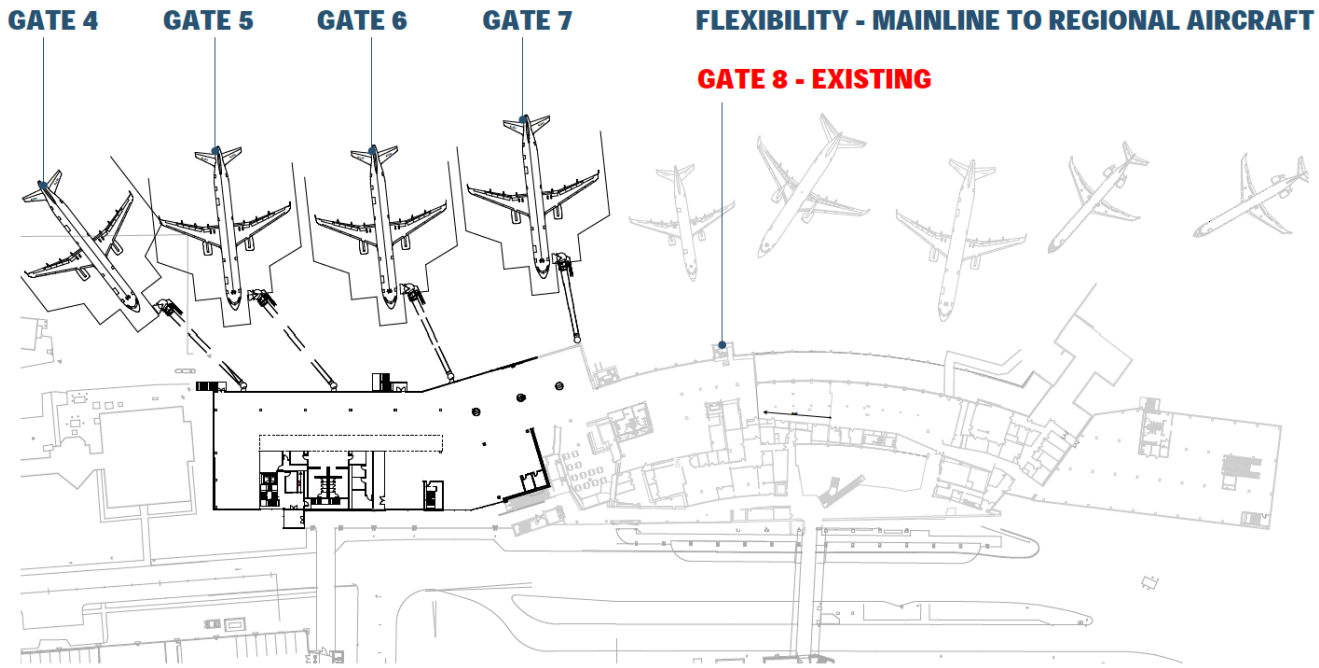
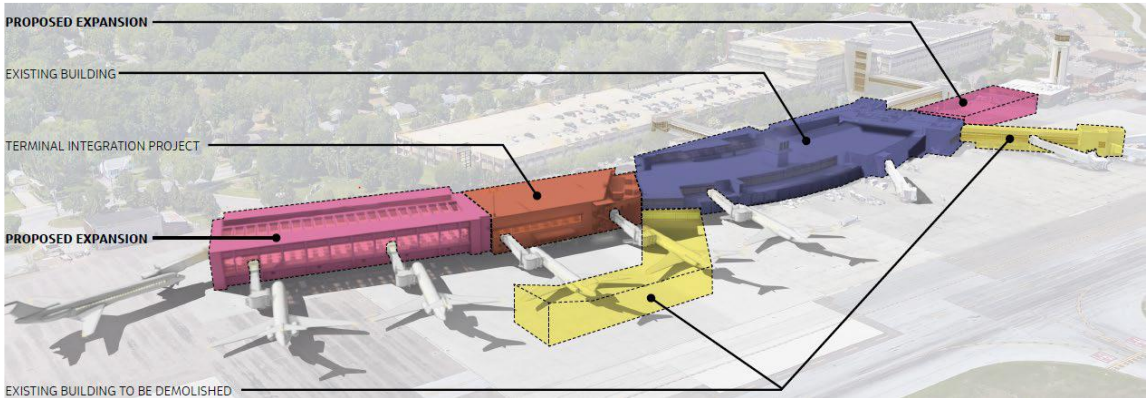
attendance at public hearing and construction meetings. The first Phase is complete.

9. **South Apron and TW G Ext. Development (\$6.6)**. The purpose of this project is to provide much needed additional general aviation apron area on the airfield. Received scope and proposal from the consultant (Hoyle, Tanner and Associates) and have completed the FAA scoping session. The FAA IFE process is complete. The proposed project would extend Taxiway G approximately 100', construct a 19,000 SY general aviation apron in the area of the "quarry". Excess material from the site would be used to fill in the "gully" creating a level area along the Medium Intensity Approach Light System (MALSF) approach lighting plane replacing two light stations currently on towers with ground mounts and connecting the vehicle service road from the civilian to the military side of the airport. Scope for design and bidding has been completed with an IFE. Design is underway. There has been a delay in design do to the availability of the geotech contractor. Request for bids have been issued. The geotech report confirmed that a total fill of the gully is not economically feasible at this time. Grant has been recieved. Received Bids with the selected bidder being Engineers Construction, Inc. Grant Application has been submitted to the FAA. Completed questions from the FAA on the Application. We have completed permit process. Contractor started mobilization/construction on July 17, 2023. Mass excavation is complete. Stormwater chamber installation is complete, with other drainage piping work is completed. Placement of final sub-base materials is underway. In vicinity of the Beta building a temporary aircraft access for the winter is complete. Project is complete with exception to tie downs. The tie downs are scheduled to be placed in July.
10. **Glycol System Upgrade (est. \$3.5M)**. The purpose of this project is to improve the glycol system (De-icing). We have had additional follow up discussions with the FAA and it appears this is eligible for funding and is being added back into our FAA CIP. We have received and reviewed the site evaluation and process review scope. We brought this for Airport Commission approval last month subsequently, it was approved by City Council. Study is moving forward. We visited the Syracuse Airport to evaluate and understand the technology they were using to compare to our Portland Jetport visit. The Draft study has been issued and is under review by the airport team. A review session with Stantec was completed. We had a joint meeting last week with our consultant and our FBO Heritage Flight to get their input. We waiting on the final report so we can make a decision on how we will move forward, so we can start scoping the project with the FAA.
11. **North Terminal Improvement Project (\$2.2M)**. The purpose of this project is for overall terminal efficiencies and a better passenger experience due to the completion of the TIP the north terminal will be upgraded to provide more capacity for passengers and concessions. This includes the removal of the existing north TSA station along with the removal of the existing escalators. This project is under design and funding is anticipated from the recent approval of the Infrastructure Law. Received Bids with the selected bidder being Engelberth Construction, Inc. Preparing and submitting Grant Application. This will become a FFY23 Project. We have received the Grant from the FAA. Construction is nearing completion, and should be complete by September 15th. There was a delay related to the glass for the new restaurant area. Construction is complete with final inspection with the FAA completed on 10/30/23. Project closeout in process. We have applied for an additional grant to add additional egress lanes in both the North and South Terminal locations. A grant application was

submitted April 26<sup>th</sup> to the FAA. Received BOF approval to accept the Grant on June 17, 2024, City Council to vote on June 25, 2024. Grant has been issued for the two new egress lanes. A review of the issued funding is being reviewed by the airport on how much money can actually be used from the grant for this project. This determination is close to being resolved. We anticipate a decision in July.

- 12. PROJECT NEXT: North Terminal Replacement Project and New PBB's (\$63M).** The purpose of this project is for overall terminal efficiencies and a better passenger experience. Due to increased aircraft seating existing passenger hold areas are overcrowded during peak times as identified in the recent Master Plan Update. Recently the opportunity had risen from Senator Leahy's office through Congressional Directed Spending. We have submitted our request for full build out of this project Phase III Terminal Improvement Project, including: Demolition of the existing North Concourse; new Terminal Improvement (approximately 25,000 SF of new gross floor area on 2 levels); five (5) new aircraft gates; six (6) new passenger boarding bridges (PBB), new passenger circulation and hold rooms; future concessions space; and apron construction within demolished North Concourse footprint. Contract for 30% design has been issued to Jacobs Engineering Group. Geo-technical site work has been completed. Data collection and design currently on going. We submitted to the FAA for a Construction Manager at Risk (CMAR) RFQ/P construction development process. We received approval from the FAA on this procurement process. The RFQ/P for CMAR has been advertised with a pre-bid meeting and site visit by prospective contractors completed. CMAR Proposals received reviewed and scored. Also, held interviews with the top 3 contractors. This has been scored and we can let you know the selected contractor at the AC meeting. As reported the CMAR selected is Engelberth Construction Company. The contract with our design engineer, Jacobs Engineering Group, is completing the 80% design to move to pricing. We received City Council approval to accept the Grant on March 25 for this project, as brought for your approval during our last meeting. Our CMAR is in the process of receiving bids for the final price for this project. The FAA asked us to submit a draft grant application for administrative review prior to final construction pricing to help us expedite the grant issuance, with them once final pricing is in. The Draft Application was completed and submitted on March 27. The FAA grant application was submitted on May 23. Received BOF approval to accept the Grant on June 17, 2024, City Council to vote on June 25, 2024. We received the Grants for this project. The work has started and is ongoing the project. We submitted the NeXT Grant Application - 3 with Contractor Change Orders to support the new passenger boarding bridges and the second floor renovations, on April 28, 2025. We are waiting for grant issuance.

Conceptual Renderings – North and South Terminal (concourse) Improvements



- 13. RW 15 – 33 Improvements – Mill and Overlay (15M).** The purpose of this project is to improve the pavement condition of the airport's main runway. The 100% plans are complete and we are moving to bid this project. FAA Grant Application will be submitted by May 1, 2024. Construction will begin in the spring of 2025. This project bids were received on April 18. The bids received were in line with the engineers estimate and bids reviewed were all within a difference of \$100K on a \$10.2M low bid. Received BOF approval to accept the Grant on June 17, 2024, City Council to vote on June 25, 2024. We received the Grant for this project. Construction started on June 1, 2025. As of June 25, 51% of the new pavement has been completed.
- 14. Airfield Pavement Plan Update (\$.25M).** The purpose of this project is to update the outdated pavement condition report done in 2017. All surfaces will be evaluated so we can plan on future improvement for the safety of the aircraft users. Scoping has been completed with the FAA. We have completed the IFE. A Grant Application was submitted on April 3, 2023. Investigations have started, and the grant has been issued. Moving to finalize contract. The Contract has been issued to HTA with the investigations being completed. The report is in progress.
- 15. TW C/G Rehabilitation (\$4.6M).** The purpose of this project is to improve the pavement condition of the airport's taxiway C and intersection at taxiway G. Bids were received on April 24, 2025. We received 2 bids. Pike Industries was the lowest most responsive bidder. The FAA Grant Application was submitted on April 28, 2025. Construction will begin in the spring of 2026. We are waiting for grant issuance.
- 16. Obstruction Removal (\$0.5M).** The purpose of this project is to remove potential obstructions with in the aircraft approach surfaces to runways 15 and 33. Environmental Assessment is almost complete with the scoping session with the FAA to be scheduled. FAA Grant Application is pushed back to May 1, 2026. This is due to a review of our existing easement and a determination if others may be required Construction will begin as soon after grant is issued as possible taking into environmental conditions.
- 17. Runway 33 Threshold Bar Improvement Project (\$.25M).** The purpose of this project is to remove the damaged navigational aid, replace the lights and rings, and place a quick dry durable concrete for a longer term fix. This bar has been detreating for years. The airport has spent thousands of dollars repairing this FAA owned aid. We have also spent years working to resolve this issue with the FAA Tech Operations Section and finally have a plan to move forward. Design and pricing has been completed. We have worked with the FAA and Contractor to have this added to the RW 15-33 Rehab project. This will be constructed in late July or the first of August.
- 18. VTANG Arrester Cable Drainage (Stormwater) Project (\$1.5M).** This project involves repairing and modifying the existing Aircraft Arresting Systems (AAS), which are safety mechanisms designed to rapidly decelerate aircraft during landings or takeoffs by catching the aircraft with cables or barriers. The improvements will include upgrading the drainage system by adding infiltration galleries and connecting it to the existing stormwater system, ensuring continued compliance with state and

federal stormwater regulations. Enhancements include upgrading the sump pump capabilities to establish redundant drainage functions in each barrier pit, updating the control system for flood-level monitoring, and relocating the Arresting Gear Markers. The AAS at Leahy BTV are the only functioning systems for this installation and are critical to operations. This project is being completed concurrently with the Runway 15 – 33 Rehabilitation Project. The project was bid. Engineers Construction, Inc. (ECI) was selected to complete this work. We have a signed contract from ECI and have received final documents from VTANG. The contract has been executed by the Airport. This project is scheduled to be completed by September.

# Patrick Leahy Burlington International Airport Board of Commissioners Sound/Noise Update Report

**August 6, 2025**

ADDITIONAL INFORMATION IS UPLOADED TO [WWW.BTVSOUND.COM](http://WWW.BTVSOUND.COM)

## **BACKGROUND:**

### **Residential Sound Insulation Programs:**

The purpose of the project is to convert a sample of incompatible residential units to a compatible land use by installing an acoustical treatment package which will provide relief from aircraft noise by upgrading interior living areas. Upgrades may include replacement of windows and doors with acoustically rated products and installation or upgrade of ventilation systems. The sound insulation treatments are designed to reduce the interior noise levels to below 45 DNL and provide a minimum noise level reduction of 5dB.

## **PHASES OF THE RESIDENTIAL SOUND INSULATION PROGRAM (RSIP)**

1. **Sound Insulation Pilot Project (Phase 1) (\$1.5M)**. This Program includes: Program formulation, Home eligibility determination, project schedule for this Phase 1 portion included 9 properties, and construction improvements are substantially complete. The close out is ongoing with the contractor.
2. **Residential Sound Insulation Project - Phase 2 (\$2.20M)** The purpose of the project was to convert incompatible residential units to a compatible land use by installing an acoustical treatment package which will provide relief from aircraft noise by upgrading interior living areas as defined in the Phase 1 project and the Noise Compatibility Program. The Airport continued implementation of its Residential Sound Insulation Program (RSIP). This grant included: community outreach, historic review, design and bidding of 52 homes, noise reduction of 6 homes which construction improvements were substantially completed and close out is

ongoing with the contractor. Properties were located within the 70+ DNL FAA accepted 2023 noise contours. The installation of noise reduction materials for the 5 properties was completed. Materials were purchased for the 6<sup>th</sup> property however the homeowner left the area. It will be completed with the next phase of homes. The close out is ongoing with the contractor.

3. **Residential Sound Insulation Project - Phase 3 (\$6.2M).** The Airport is continued implementation of its Residential Sound Insulation Program (RSIP) as described in more detail above. This grant was issued and includes: the construction improvements of the 52 Homes designed and bid in Phase 2, in addition it provides for community outreach, historic review, design and bidding of the next approximately 50 homes for improvements. The schedule for installing the noise insulating improvements for the 52 homes started in 2024. The Construction Improvements has started on this phase of homes and will continue through October 2025. See status below as of 20250624:

|                                          |                  |
|------------------------------------------|------------------|
|                                          |                  |
| <b>Homes in Contract per NTP</b>         | <b>Total: 52</b> |
| <b>Dropped</b>                           | <b>6</b>         |
| <b>In Final Stage</b>                    | <b>Total: 16</b> |
| Accepted as Final with Exception         | 15               |
| Accepted as Final                        | 1                |
| <b>In Construction</b>                   | <b>Total: 15</b> |
| Active construction                      | 4                |
| Substantially Complete – Punch Requested | 1                |
| Punch List Issued                        | 1                |
| Pending Request for Final                | 0                |
| Incomplete Punch List Items              | 0                |
| Pending Final Visit                      | 2                |
| Pending Fire Marshall Permit Closure     | 0                |
| Pending Final Documents                  | 7                |
| <b>Pending</b>                           | <b>Total: 15</b> |
|                                          |                  |

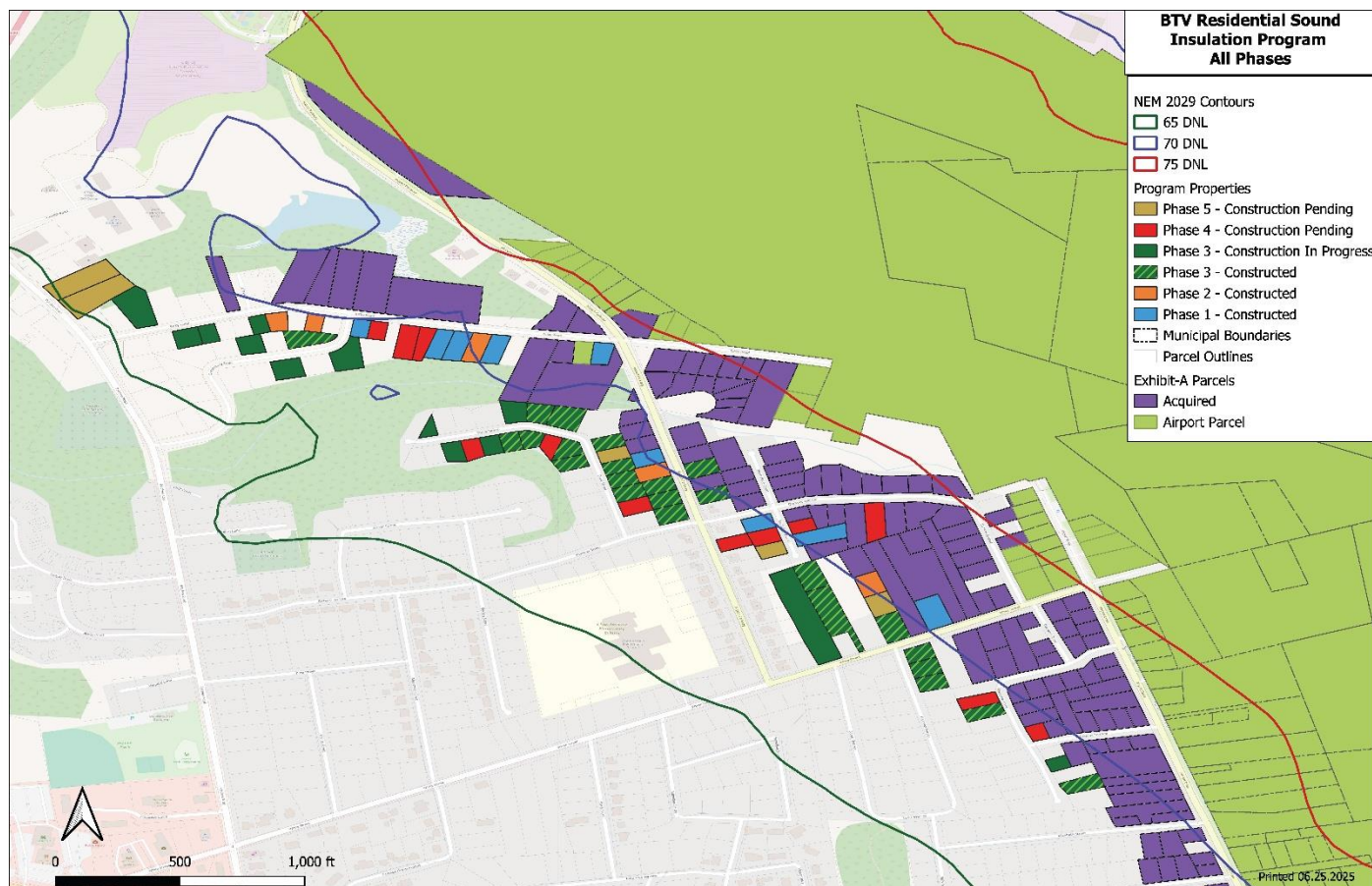
- 4. Residential Sound Insulation Project - Phase 4 (\$3.9M EST.).** The Airport is proposing to continue implementation of its Residential Sound Insulation Program (RSIP) as described in more detail above. We are currently reviewing the status of the programing and will be able to detail this in our next month's airport commission meeting. The initial grant for 16 of the 50 homes for construction improvements was submitted grant was received from the FAA. Also in the grant was the funding for the next 50 homes. As discussed we are completing the required new acoustical testing for the balance of the 50 homes so we can do a follow grant application on those homes. (See update above) The Buy American process moving forward but awaiting grant for the 16 homes. We received the grant for this phase however; the amount (\$)'s was slightly less than what the application was. Based on instructions from the FAA we will leave the scope intact for this project and just amend the grant during closure. The Contact with Strong Tower to start construction improvements has been signed. Strong Tower is working on submittals and scheduling for this phase.

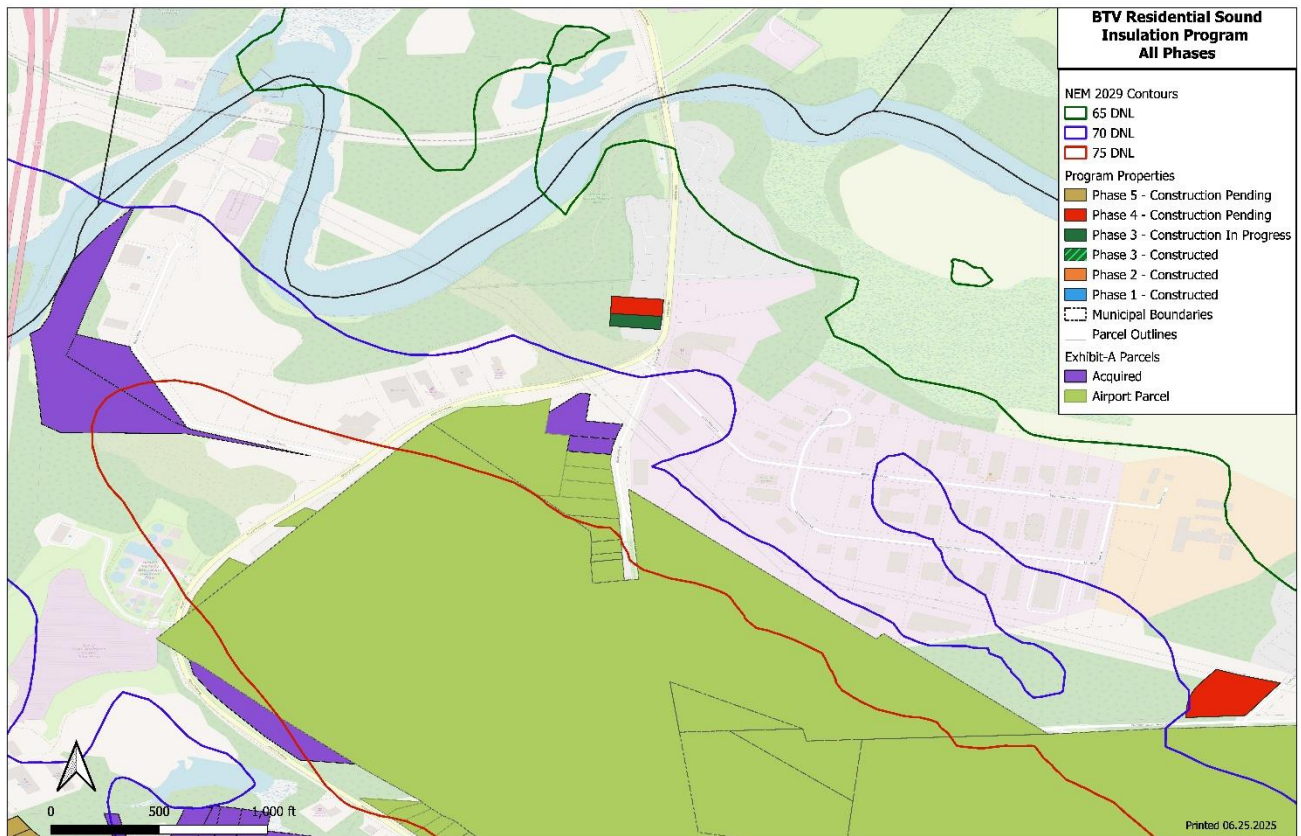
### **RSIP Phase Status Chart & Timeline**

20250513

| AIP NO. | Phase | Grant Scope                                        |  | Units Designed |            |                  |          |           | Units Constructed |            |                  |          |           | Status                                                                                                                                 |
|---------|-------|----------------------------------------------------|--|----------------|------------|------------------|----------|-----------|-------------------|------------|------------------|----------|-----------|----------------------------------------------------------------------------------------------------------------------------------------|
|         |       |                                                    |  | Total          | Burlington | South Burlington | Winooski | Williston | Total             | Burlington | South Burlington | Winooski | Williston |                                                                                                                                        |
| 129     | 1     | Design 10 homes                                    |  | 9              | 0          | 9                | 0        | 0         |                   |            |                  |          |           | Complete                                                                                                                               |
|         |       | Construction 10 homes                              |  |                |            |                  |          |           | 9                 | 0          | 9                | 0        | 0         | Complete/ Final Close out                                                                                                              |
| 141     | 2     | Design 7 homes                                     |  | 6              | 0          | 6                | 0        | 0         |                   |            |                  |          |           | Complete                                                                                                                               |
|         |       | Construction 7 homes                               |  |                |            |                  |          |           | 5                 | 0          | 5                | 0        | 0         | Complete/ Final Close out                                                                                                              |
|         |       | Design 54 homes                                    |  | 52             | 0          | 52               | 0        | 0         |                   |            |                  |          |           | Complete                                                                                                                               |
| 148     | 3     | Construction 52 homes                              |  |                |            |                  |          |           | 46                | 0          | 16               | 0        | 0         |                                                                                                                                        |
|         |       | Design 50 homes (16 home package) (6 home package) |  | 22             | 0          | 22               | 0        | 0         |                   |            |                  |          |           | Outreach of 28 units underway pending categorization/acoustical testing and historic review. Design anticipated to start Fall of 2025. |
| 157     | 4     | Design 50 homes                                    |  | 0              |            |                  |          |           |                   |            |                  |          |           | Outreach underway Pending categorization and acoustical testing and historic review. Design anticipated to start Winter 2026           |
|         | 4     | Construction of 16 Homes                           |  |                |            |                  |          |           | 0                 | 0          | 0                | 0        | 0         | Construction to begin October 2025                                                                                                     |
| TBD     | 5     | Construction of 6 Homes                            |  |                |            |                  |          |           | 0                 | 0          | 0                | 0        | 0         | Construction to begin Spring 2026                                                                                                      |

5. **Residential Sound Insulation Project - Phase 5 (\$2.4M EST.).** The Airport is proposing to continue implementation of its Residential Sound Insulation Program (RSIP) as described in the first paragraph in this report. It includes the construction improvements of 6 units that remain in the above 70 DNL contour. Also, due to the change in the FAA acoustical requirement additional funding is being requested for homes in outreach from Phase 4. We submitted a grant application to the FAA on April 28, 2025 for this phase. We are awaiting grant issuance.





- 6. Noise Exposure Map Updates (NEM) (est. \$.85M).** The purpose of the Federal Aviation Administration (FAA) grant is to prepare a 14 C.F.R Part 150 Noise Exposure Map (NEM) update for Patrick Leahy Burlington International Airport (Leahy BTV). The NEM Update replaced the maps which were accepted by the FAA in 2019. Under the Federal requirements, the previous NEM Update indicated an update would be completed once the F-35A aircraft have been operational for one year. The scope and Independent Fee process are complete and a grant was received by FAA to proceed. Currently, the schedule, outlined below, and Technical Advisory Committee (TAC) meetings are being coordinated and outreach is proceeding with communities to identify these changes. Further, the Airport held an informational town meeting style meeting at the Chamberlin Elementary School on September 14, 2023 to discuss the proposed schedule and general updates to the process. Additional TAC meetings and public meetings were identified and planned under the proposed schedule. We received final word from the FAA and are moving forward the final noise contours. The map was released and presented to the TAC on October 23, 2024. We followed up with public meeting that evening in South Burlington and one was held in Winooski on October 24<sup>th</sup>, 2024. All public comments were responded to for the report. Submittal of the NEM to the FAA was completed the last week of December. The FAA has accepted the NEM and it was posted in local newspapers 3 times.

|   | Project Phase                                                                                 | 2023                |     |     |     |     |     | 2024                |     |     |     |     |     |                   |     |     |     |     |     |     |     |
|---|-----------------------------------------------------------------------------------------------|---------------------|-----|-----|-----|-----|-----|---------------------|-----|-----|-----|-----|-----|-------------------|-----|-----|-----|-----|-----|-----|-----|
|   |                                                                                               | JUL                 | AUG | SEP | OCT | NOV | DEC | JAN                 | FEB | MAR | APR | MAY | JUN | JUL               | AUG | SEP | OCT | NOV | DEC | JAN | FEB |
| 1 | Data Collection; approval of military aircraft modeling; development of operational forecasts |                     |     |     |     |     |     |                     |     |     |     |     |     |                   |     |     |     |     |     |     |     |
| 2 | Development of draft contours; land use analysis                                              |                     |     |     |     |     |     |                     |     |     |     |     |     |                   |     |     |     |     |     |     |     |
| 3 | Draft NEM document for public review; public meeting; public comment period                   |                     |     |     |     |     |     |                     |     |     |     |     |     |                   |     |     |     |     |     |     |     |
| 4 | Finalize and submit final NEM to FAA for approval                                             |                     |     |     |     |     |     |                     |     |     |     |     |     |                   |     |     |     |     |     |     |     |
|   |                                                                                               | <br>Consultant Task |     |     |     |     |     | <br>Community Input |     |     |     |     |     | <br>Agency Review |     |     |     |     |     |     |     |



**PATRICK LEAHY  
BURLINGTON  
INTERNATIONAL AIRPORT**

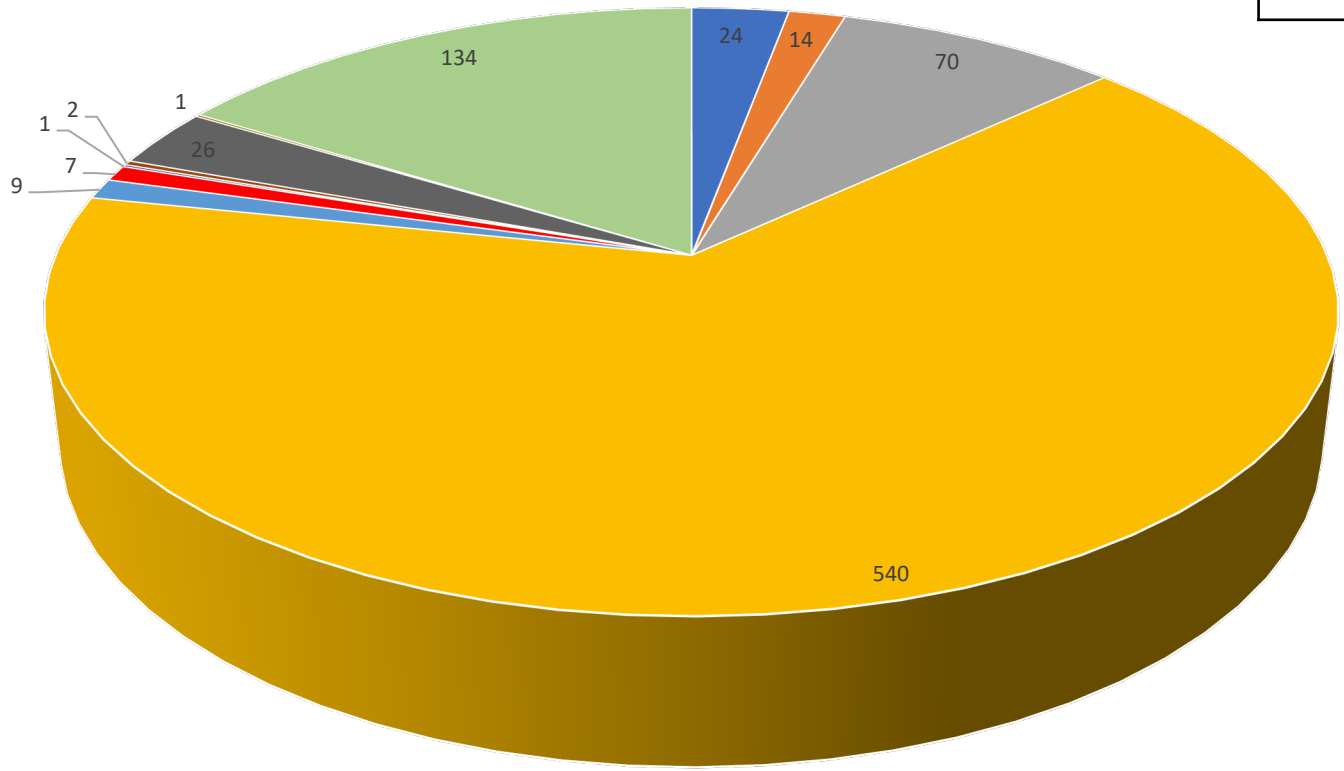
**Patrick Leahy  
Burlington International Airport**

**August 6, 2025  
Airport Commission  
Noise Comments**

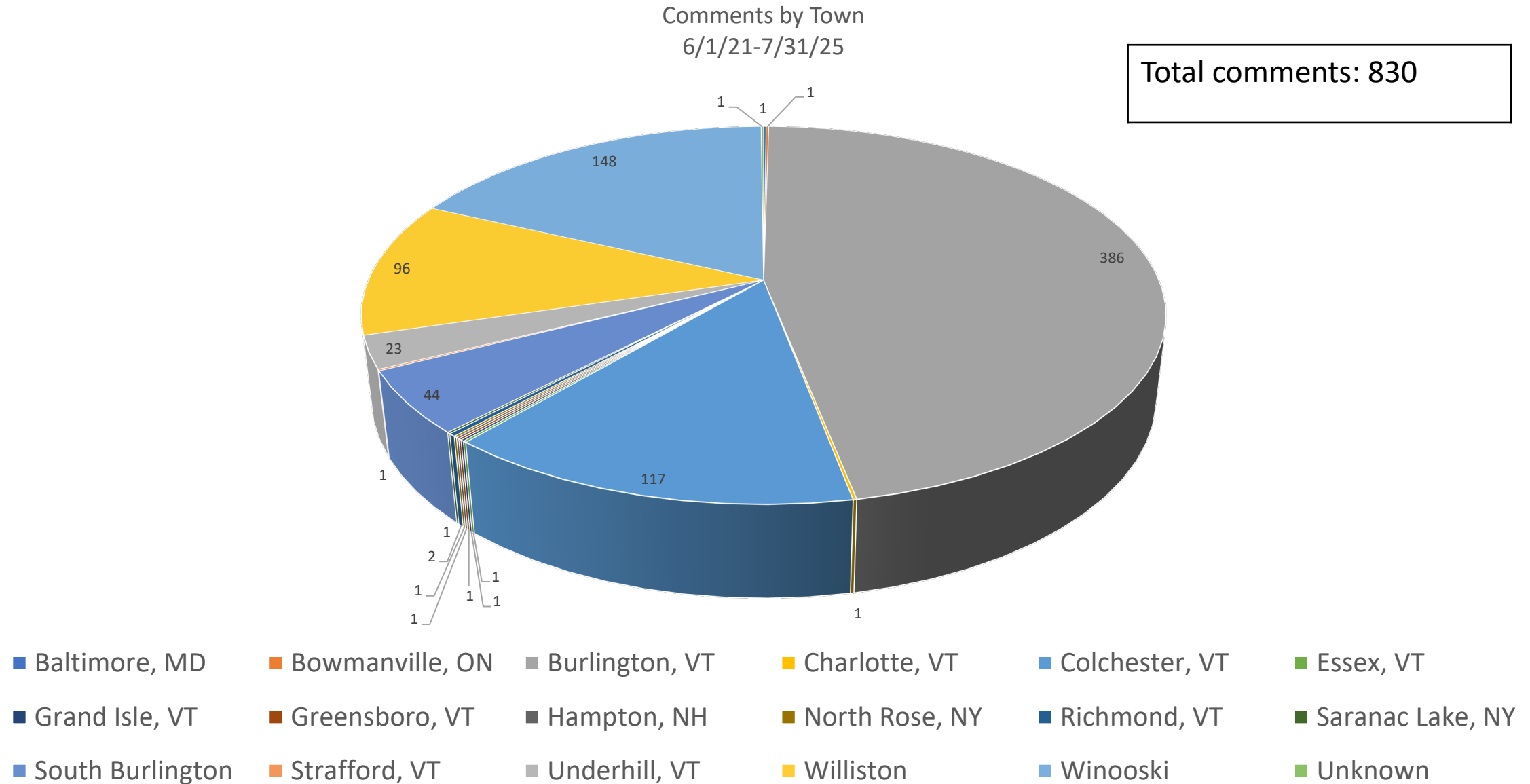


Comments by Aircraft  
6/1/21-7/31/25

Total comments: 830



- Gen. Aviation (light)
- Helicopter
- Jet
- Military
- Multiple
- Propeller
- Seaplane
- Turboprop
- Unknown
- Zeppelin/Blimp
- Not specified

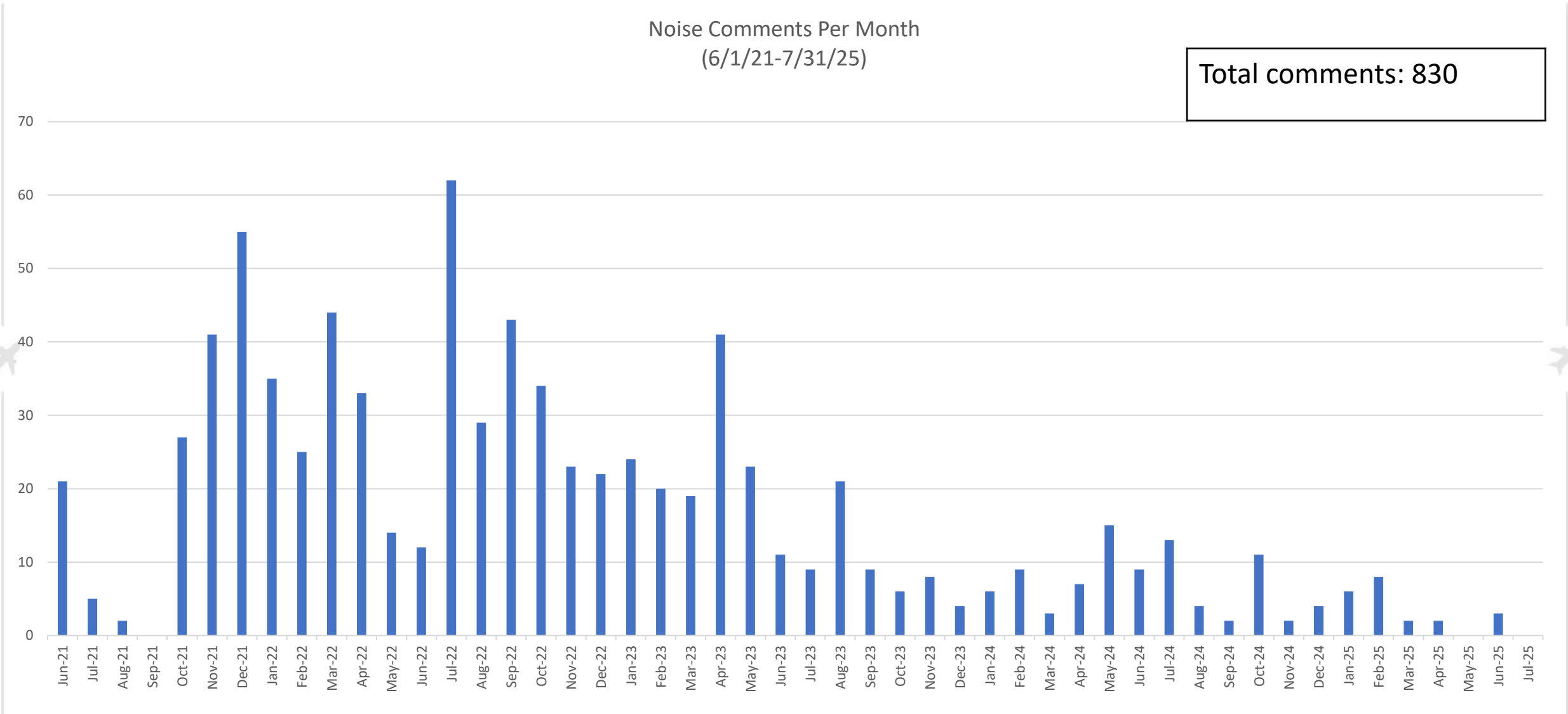




| Comments by Aircraft (6/1/21-7/31/25) |     |                 |     |
|---------------------------------------|-----|-----------------|-----|
| Gen. Aviation (light)                 | 24  | Seaplane        | 1   |
| Helicopter                            | 14  | Turboprop       | 2   |
| Jet                                   | 72  | Unknown         | 23  |
| Military                              | 540 | Zeppelin/Blimp  | 1   |
| Multiple                              | 9   | Not specified   | 137 |
| Propeller                             | 7   | Total Comments: | 830 |

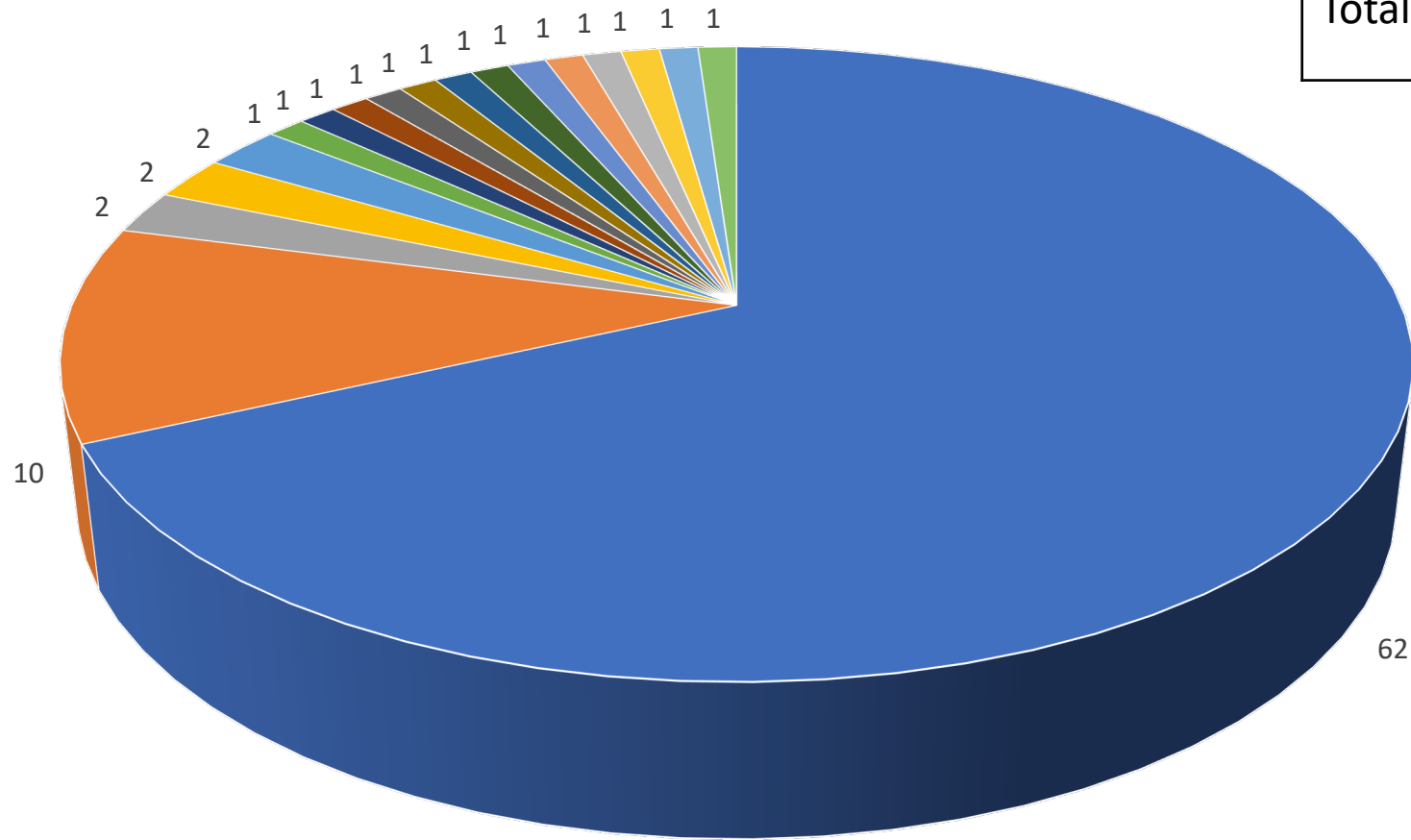
| Comments by Town (6/1/21-7/31/25) |     |                  |     |
|-----------------------------------|-----|------------------|-----|
| Baltimore, MD                     | 1   | North Rose, NY   | 1   |
| Bowmanville, ON                   | 1   | Richmond, VT     | 2   |
| Burlington, VT                    | 387 | Salem, MA        | 1   |
| Charlotte, VT                     | 1   | Saranac Lake, NY | 1   |
| Colchester, VT                    | 117 | South Burlington | 44  |
| Essex, VT                         | 1   | Strafford, VT    | 1   |
| Grand Isle, VT                    | 1   | Underhill, VT    | 23  |
| Greensboro, VT                    | 1   | Williston        | 96  |
| Hampton, NH                       | 1   | Winooski         | 149 |
| Unknown                           | 1   | Total Comments:  | 830 |





How Many Comments Provided by Commenters

Total comments: 830



- One Comment
- Two Comments
- Three Comments
- Four Comments
- Five Comments
- Six Comments
- Seven Comments
- Twelve Comments
- Fourteen Comments
- Twenty One Comments
- Twenty Two Comments
- Twenty Three Comments
- Twenty Six Comments
- Sixty Comments
- Sixty One Comments
- Sixty Two Comments
- Eighty Comments
- Three Hundred Thirty

## Statistics

- 91 commenters in the data set
- 71% of comments came from 5 individuals
- 67% of commenters (61 individuals) only commented once
- The top five commenters provided 593 of the total comments
- One additional comment in July

To: Airport Commissioners  
From: Marie Friedman, CPA, Director of Finance  
Date: July 21, 2025  
Re: Financial Highlights Report for August 6, 2025 meeting

- This month's financial package includes the June P&L, Revenue Recovery Metrics and the Banking Balance report.
- STIMULUS GRANTS Summary
  - The Airport received a \$7.6M Grant November 30, 2021 under the American Rescue Act. There is still \$768,957 available under ARPA grant. A reimbursement request for \$1.34 Million was submitted to the FAA in January and money was received in February. We have four years to utilize this grant.
  - BTV renewed the Grant Anticipation Note (GAN) in early July. There is one drawdown for AIP-149 (South Apron Construction) for \$372,000 under the new GAN. The Airport has \$9,628,000 million still available to draw on if needed. Interest rates are adjusted monthly. Interest paid on the GAN is eligible for reimbursement under a future PFC application.
- Year-to-date (YTD) Revenues through June were \$28.5 Million. Operating revenues are higher than the prior year primarily due to parking garage (\$615k), higher landing fee revenues (\$535k), higher PFC revenues (\$328k), higher terminal concessions (\$109k) and higher rental car revenues (\$164k). Please refer to the P&L for more detail. The Airport Revenue recovery schedule is included as well. All metrics are recovering as expected. This shows five revenue sources and how they performed over time. The data points represent a trailing twelve month for each month. PFC revenues are at 104% which is similar to enplanement recovery and this is expected to increase. Landing fees year-to-date are higher than last year due to increased flights and an increase to the landing rate.
- Expenses thru June were \$19.1 Million. This is preliminary for Fiscal Year 2025 as we are still receiving some invoices for work completed during the year. The biggest component of this year's increase are salaries and employee benefits (\$625k higher), repairs and maintenance (\$400k higher) and Airport Security to Police (\$153k higher). Please refer to the P&L for more detail.
- Cash update: As of June 30, 2025, BTV had \$7,181,152 in the Airport International account and did not owe the City any money.

# Budget Performance Report

## Fiscal Year to Date 6/30/2025

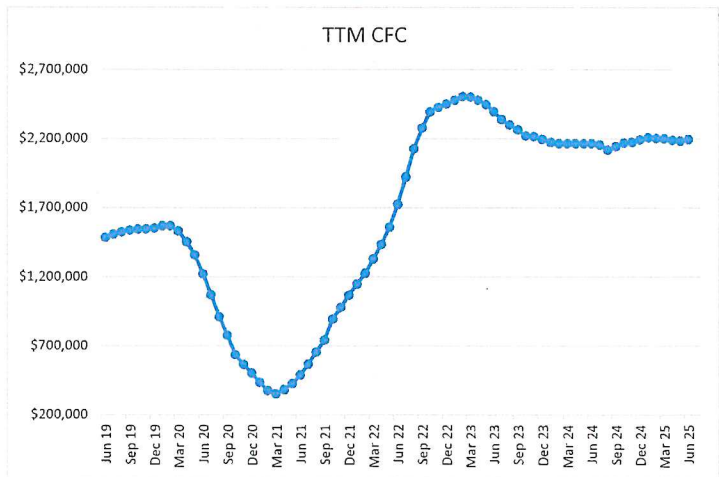
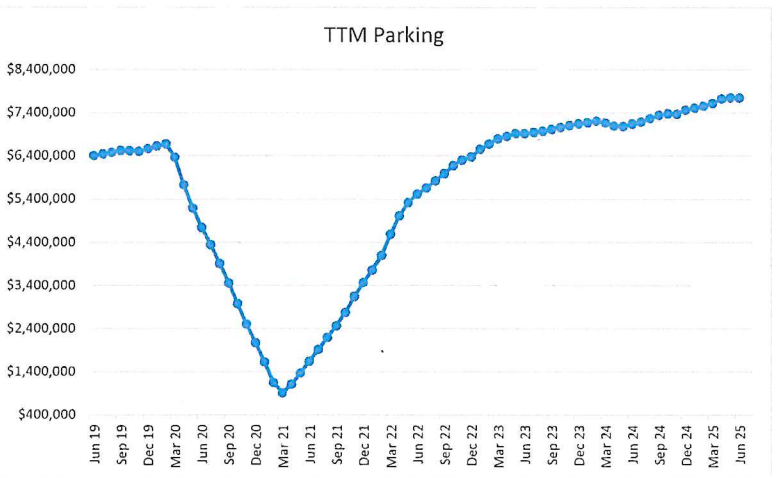
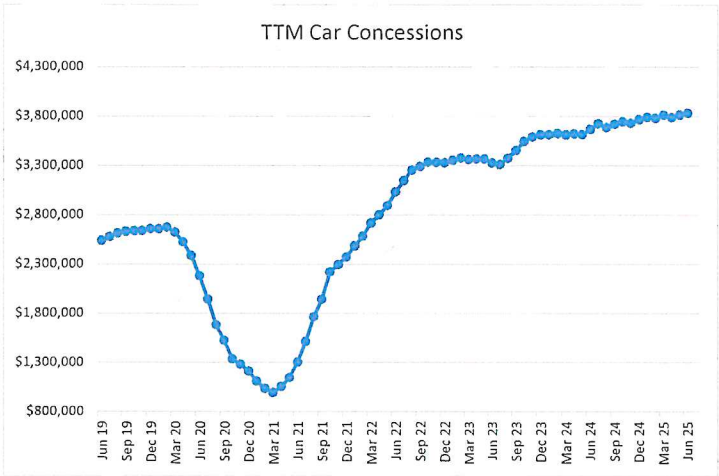
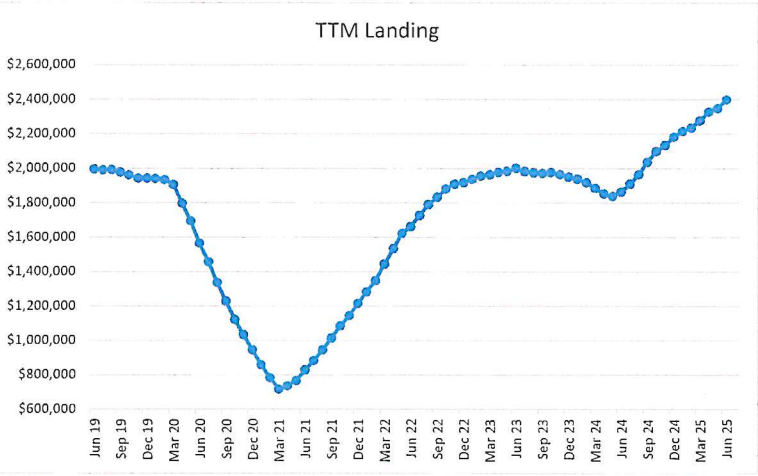
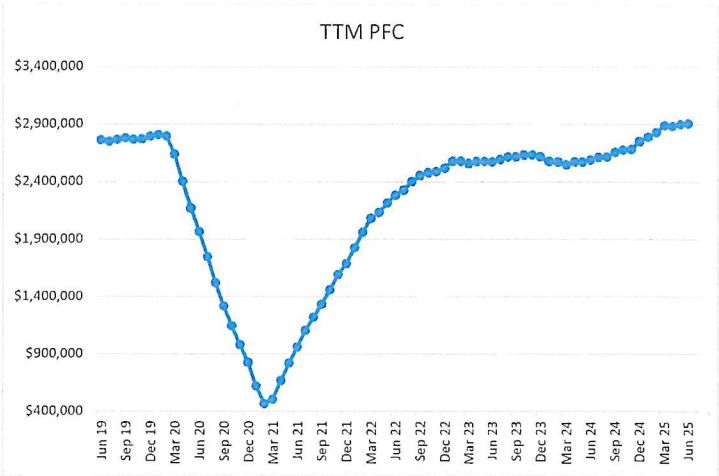
| Account               | Account Description                  | Amended Budget       | YTD Encumbrances | FY 2025 YTD Transactions | Remaining Balance | % Used/Received | FY 2024 YTD Transactions |
|-----------------------|--------------------------------------|----------------------|------------------|--------------------------|-------------------|-----------------|--------------------------|
| <b>REVENUES</b>       |                                      |                      |                  |                          |                   |                 |                          |
| 4050                  | Parking Fines                        | 32,100               | -                | 1,310                    | 30,790            | 4%              | -                        |
| 4247                  | Fees and Permits                     | 115,000              | -                | 125,480                  | (10,480)          | 109%            | 116,195                  |
| 4267                  | Utility Reimbursement                | 148,700              | -                | 157,999                  | (9,299)           | 106%            | 129,404                  |
| 4268                  | Sale of Gasoline                     | 650,000              | -                | 619,333                  | 30,667            | 95%             | 599,980                  |
| 4295                  | Parking Fees                         | 7,149,500            | -                | 7,761,084                | (611,584)         | 109%            | 7,145,883                |
| 4297                  | CFC's                                | 2,065,000            | -                | 2,194,836                | (129,836)         | 106%            | 2,127,686                |
| 4345                  | Advertising Revenues                 | 200,000              | -                | 116,250                  | 83,750            | 58%             | 107,295                  |
| 4380                  | Third Party Gateway                  | -                    | -                | 700                      | (700)             | +++             | -                        |
| 4385                  | Ticket Sales                         | 21,000               | -                | -                        | 21,000            | 0%              | 64,000                   |
| 4390                  | Concessions                          | 360,000              | -                | 447,710                  | (87,710)          | 124%            | 379,545                  |
| 4440                  | Taxi Fees                            | 170,000              | -                | 224,401                  | (54,401)          | 132%            | 193,666                  |
| 4445                  | Terminal Rent - Exclusive            | 1,375,000            | -                | 1,050,484                | 324,516           | 76%             | 1,170,288                |
| 4450                  | Terminal Rent - Commonuse            | 1,601,000            | -                | 1,646,841                | (45,841)          | 103%            | 1,517,875                |
| 4455                  | Terminal Concessions Airport         | 750,000              | -                | 784,812                  | (34,812)          | 105%            | 675,618                  |
| 4460                  | Rental Car Concessions               | 3,600,000            | -                | 3,832,331                | (232,331)         | 106%            | 3,667,965                |
| 4465                  | Rent Grounds                         | 549,707              | -                | 566,260                  | (16,553)          | 103%            | 591,178                  |
| 4470                  | Rent Buildings                       | 1,255,702            | -                | 1,069,104                | 186,598           | 85%             | 1,395,528                |
| 4475                  | Landing Fees                         | 2,300,000            | -                | 2,400,000                | (100,000)         | 104%            | 1,864,116                |
| 4480                  | PFC Revenue                          | 2,700,000            | -                | 2,906,000                | (206,000)         | 108%            | 2,577,575                |
| 4505                  | Terminal Non Airline                 | 705,000              | -                | 609,480                  | 95,520            | 86%             | 840,450                  |
| 4535                  | Misc Rev                             | 1,000                | -                | 12,985                   | (11,985)          | 1299%           | 728                      |
| 4600                  | Fees For Services                    | 6,500                | -                | 6,435                    | 65                | 99%             | 7,840                    |
| 4700                  | Interest / Investment Income         | 50,000               | -                | 208,638                  | (158,638)         | 417%            | 298,941                  |
| 4702                  | Interest Income PFC                  | 10,000               | -                | 12,686                   | (2,686)           | 127%            | 11,966                   |
| 4703                  | Restricted Interest Income           | 100,000              | -                | 196,553                  | (96,553)          | 197%            | 164,551                  |
| 4705                  | Unrealized Gain/Loss-Invest          | -                    | -                | (36,499)                 | 36,499            | +++             | 114,050                  |
| 4750                  | Gain/Loss On Asset                   | -                    | -                | 69,991                   | (69,991)          | +++             | 103,926                  |
| 4875                  | Grants                               | -                    | -                | -                        | -                 | +++             | 140,008                  |
| 4890                  | Grant Federal - Non Operating        | 3,040,542            | -                | 1,337,842                | 1,702,700         | 44%             | 1,247,428                |
| 4925                  | Proceeds                             | 10,000               | -                | -                        | 10,000            | 0%              | 61,110                   |
| 4961                  | Property Tax Reimbursement - Airport | 215,638              | -                | 217,021                  | (1,383)           | 101%            | 217,879                  |
| <b>Total Revenues</b> |                                      | <b>\$ 29,181,389</b> | <b>\$ -</b>      | <b>\$ 28,540,069</b>     | <b>\$ 641,320</b> | <b>98%</b>      | <b>\$ 27,532,724</b>     |

| Account                | Account Description                    | Amended Budget | YTD Encumbrance | FY 2025 YTD Transactions | Remaining Balance | % Used/ Received | FY 2024 YTD Transactions |
|------------------------|----------------------------------------|----------------|-----------------|--------------------------|-------------------|------------------|--------------------------|
| EXPENDITURES           |                                        |                |                 |                          |                   |                  |                          |
|                        | Salaries, Wages, Overtime and benefits | 6,517,820      | -               | 6,114,089                | 403,731           | 94%              | 5,489,280                |
| 6000                   | Office Supplies                        | 6,000          | -               | 2,679                    | 3,321             | 45%              | 3,609                    |
| 6005                   | Postage                                | 200            | -               | 152                      | 48                | 76%              | 134                      |
| 6007                   | Shipping and Moving                    | 34,000         | -               | 27,837                   | 6,163             | 82%              | 20,091                   |
| 6010                   | Computer Equipment                     | 68,000         | -               | 30,793                   | 37,207            | 45%              | 87,044                   |
| 6015                   | Computer Software                      | 4,300          | -               | -                        | 4,300             | 0%               | 5,452                    |
| 6017                   | Computer Licensing and Maint.          | 307,500        | -               | 243,202                  | 64,298            | 79%              | 250,574                  |
| 6020                   | Office Equipment                       | 11,000         | -               | 550                      | 10,450            | 5%               | 1,484                    |
| 6025                   | Furnishings                            | 51,800         | -               | 35,433                   | 16,367            | 68%              | 31,989                   |
| 6200                   | Medical Fees And Supplies              | 5,500          | -               | 2,816                    | 2,684             | 51%              | 3,675                    |
| 6202                   | Printing/Copying/Paper Mgt             | 11,900         | -               | 11,274                   | 626               | 95%              | 9,128                    |
| 6203                   | Dues/Subscriptions                     | 139,500        | -               | 143,217                  | (3,717)           | 103%             | 105,628                  |
| 6206                   | Custodian Supplies                     | 130,000        | -               | 103,898                  | 26,102            | 80%              | 92,901                   |
| 6208                   | Special Supplies                       | 84,500         | 1,488           | 61,607                   | 21,406            | 73%              | 68,207                   |
| 6210                   | Small Tools and Equipment              | 80,810         | 10,977          | 52,459                   | 17,375            | 65%              | 53,429                   |
| 6211                   | Specialized Equipment                  | 13,765         | -               | 314                      | 13,451            | 2%               | 9,750                    |
| 6212                   | Fuel                                   | 771,605        | -               | 724,745                  | 46,860            | 94%              | 701,664                  |
| 6214                   | Clothing And Uniforms                  | 33,800         | -               | 25,498                   | 8,302             | 75%              | 3,847                    |
| 6215                   | Uniform Laundering                     | 20,200         | 355             | 19,501                   | 343               | 97%              | 14,521                   |
| 6216                   | Oil & Grease & Antifreeze              | 20,000         | -               | 9,894                    | 10,106            | 49%              | 6,557                    |
| 6222                   | Runway De-Ice                          | 246,897        | -               | 55,168                   | 191,729           | 22%              | 212,891                  |
| 6247                   | Energy Efficient                       | -              | -               | -                        | -                 | +++              | 70,116                   |
| 6294                   | Donations                              | 2,500          | -               | 5                        | 2,495             | 0%               | 3,581                    |
| 6300                   | Repair & Maintenance                   | 3,379,052      | 189,249         | 2,676,089                | 513,714           | 79%              | 2,275,850                |
| 6350                   | Legal Notice & Advertising             | 1,500          | -               | 1,055                    | 445               | 70%              | 345                      |
| 6400                   | Utilities                              | 1,790,650      | -               | 1,739,458                | 51,192            | 97%              | 1,667,413                |
| 6500                   | Professional and Consultant Svs        | 2,028,074      | 845             | 1,425,136                | 602,093           | 70%              | 1,716,064                |
| 6530                   | Rentals                                | 11,000         | 850             | 4,675                    | 5,475             | 43%              | 16,866                   |
| 6600                   | Maintenance Contracts                  | 329,939        | -               | 215,755                  | 114,184           | 65%              | 257,906                  |
| 6605                   | Radio Maintenance                      | 40,350         | 29,248          | 10,915                   | 187               | 27%              | 12,365                   |
| 6610                   | Custodial Contracts                    | 807,205        | -               | 814,020                  | (6,815)           | 101%             | 815,490                  |
| 6615                   | Property Repairs                       | 502,400        | 63,237          | 209,017                  | 230,146           | 42%              | 311,853                  |
| 6625                   | Equipment Maintenance Repairs          | 209,897        | 12,678          | 214,417                  | (17,197)          | 102%             | 111,264                  |
| 6700                   | Travel & Training                      | 105,990        | -               | 101,008                  | 4,982             | 95%              | 80,056                   |
| 6800                   | Fees for Services                      | 25,350         | -               | 14,871                   | 10,479            | 59%              | 22,468                   |
| 7200                   | Capital Leases                         | 572,488        | -               | 568,763                  | 3,725             | 99%              | 342,613                  |
| 7230                   | Insurance                              | 402,071        | -               | 399,534                  | 2,537             | 99%              | 423,613                  |
| 7303                   | Regulatory and Bank Fees               | 225,000        | -               | 99,743                   | 125,257           | 44%              | 195,269                  |
| 7312                   | Real Estate Taxes                      | 852,670        | -               | 852,668                  | 2                 | 100%             | 797,280                  |
| 7652                   | Discretionary Spending                 | 55,000         | -               | 33,515                   | 21,485            | 61%              | 54,643                   |
| 8015                   | Indirect Fees                          | 571,839        | -               | 571,839                  | -                 | 100%             | 534,960                  |
| 8017                   | Indirect Fees - City Attorney          | 92,660         | -               | 92,660                   | -                 | 100%             | 83,149                   |
| 8135                   | Airport Security To Police             | 1,474,000      | -               | 1,266,775                | 207,225           | 86%              | 1,113,024                |
| 8400                   | Special Events/Projects                | 80,000         | 11,930          | 88,383                   | (20,312)          | 110%             | -                        |
| Total Expenditures     |                                        | \$ 22,118,732  | \$ 320,856      | \$ 19,065,427            | \$ 2,732,450      | 86%              | \$ 18,088,010            |
| Net Operating Revenues |                                        |                |                 | \$ 9,474,642             | \$ 9,444,714      |                  |                          |

Recovery Metrics

|                 | At Feb 2020 | Minimum   | Drop | Current     | Recovery |
|-----------------|-------------|-----------|------|-------------|----------|
| Parking         | \$6,670,572 | \$911,595 | -86% | \$7,750,245 | 116%     |
| PFCs            | \$2,797,591 | \$467,680 | -83% | \$2,906,095 | 104%     |
| Car Concessions | \$2,673,896 | \$994,488 | -63% | \$3,832,331 | 143%     |
| Landing Fees    | \$1,933,993 | \$291,209 | -85% | \$2,398,675 | 124%     |
| CFCs            | \$1,568,752 | \$352,036 | -78% | \$2,194,836 | 140%     |

All figures are trailing twelve months



# Burlington International Airport

## Cash and Investments

June 30, 2025

| Account                                                 | Account Description                                    | 6/30/2025                |
|---------------------------------------------------------|--------------------------------------------------------|--------------------------|
| <b>Unrestricted Bank Accounts</b>                       |                                                        |                          |
| 1000_400                                                | Bank Account Airport                                   | 7,181,152                |
| 1050_496                                                | Cash Restricted AIP Deposit Keybank                    | 13,778                   |
| <b>Restricted Bank Accounts</b>                         |                                                        |                          |
| 1050_420                                                | Cash Restricted Escrows - Airport PFC TD Bank          | 8,046,123                |
| 1000_415                                                | Bank Account - PFC Prepaid Cash Account                | 491,892                  |
| 1000_420                                                | Bank Account CFC                                       | 3,822,172                |
| 1050_416                                                | Cash Restricted Revenue Bond DSR-Zion Trustee          | 3,416,547                |
| 1050_492                                                | Cash Restricted Air Debt Service Fund - Interest       | 445,140                  |
| 1050_401                                                | Cash Restricted Air Debt Service Fund-Principal        | 1,800,000                |
| 1050_402                                                | Cash Restricted Air Debt Service Fund-Sinking          | 1,100,000                |
| 1050_425                                                | Cash Restricted Escrows - Airport - Op Maint Res       | 5,618,289                |
| 1050_430                                                | Cash Restricted Airport Renewal and replacement - Zion | 200,013                  |
| 1050_495                                                | Projects Operating Acct/Escrow GAN Keybank             | 279                      |
| Total Cash and Investments                              |                                                        | <u><u>32,135,385</u></u> |
| 1100_999                                                | (Due To) / Due From Pooled Cash (timing)               | <u><u>-</u></u>          |
| Comparative Information on Primary Airport bank account |                                                        |                          |
|                                                         |                                                        | <u>6/30/2025</u>         |
| 1000_400                                                | Bank Account Airport - Current Fiscal year             | 7,181,152                |
| 1000_400                                                | Bank Account Airport - Prior Fiscal year - June 2024   | 6,426,356                |
| 1000_400                                                | Bank Account Airport - Two prior years - June 2023     | 7,741,020                |



**PATRICK LEAHY**  
**BURLINGTON**  
INTERNATIONAL AIRPORT

**Patrick Leahy**  
**Burlington International Airport**

**August 6, 2025**  
**Airport Commission**  
**Director's Report**



# Project NexT



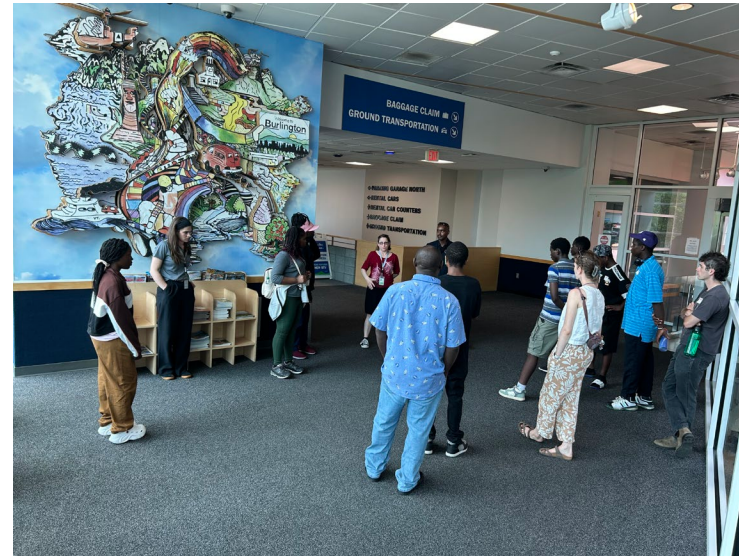
# Runway Reconstruction Project



# Legislative Tour – 7/22



# U.S. Committee for Refugees & Immigrants Tour — 7/30

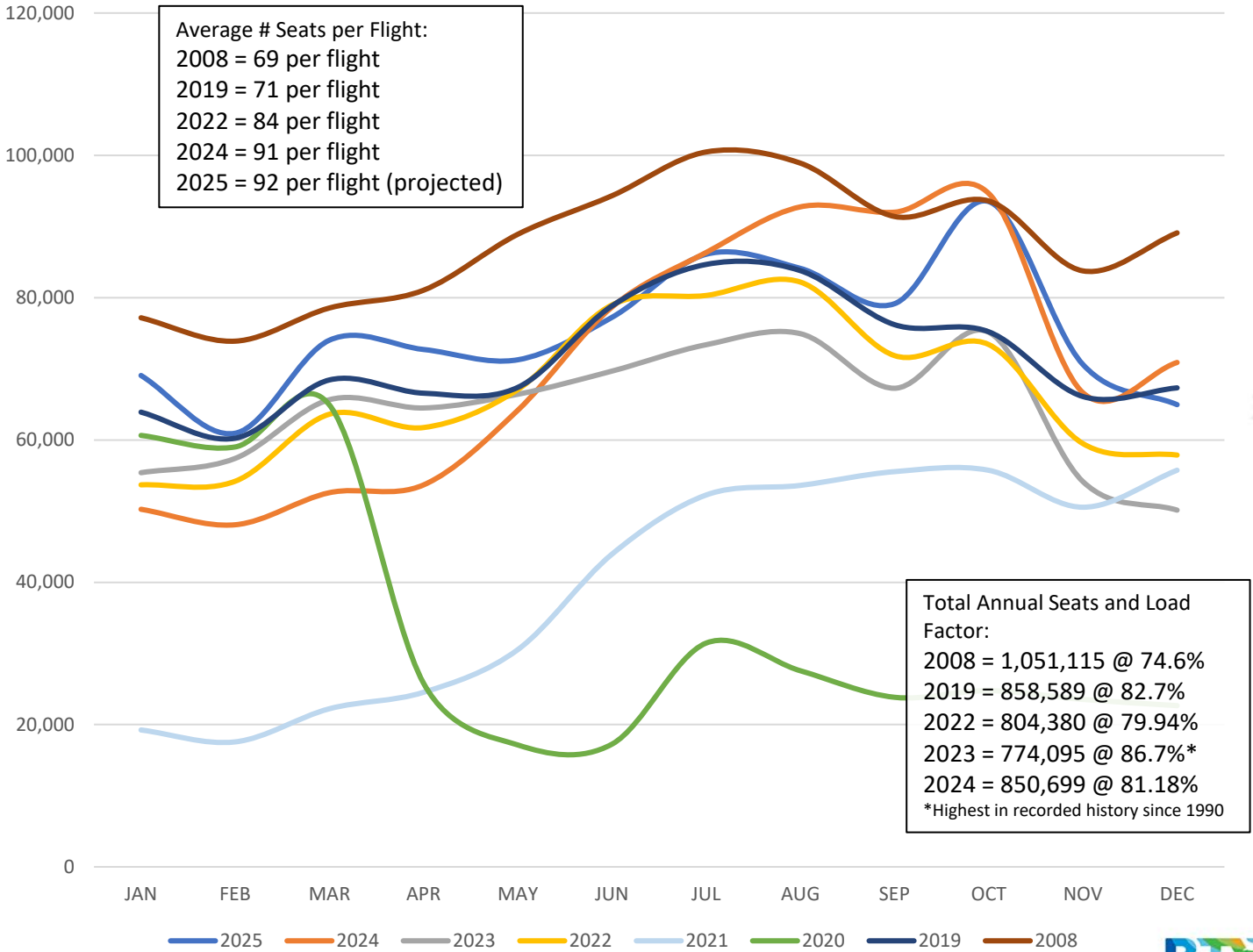


## Events and Items

- Federal Agency Lunch 7/25
- Water Rescue Plan Tabletop on 7/30
- New Parking System – Board of Finance on 8/4
- LeahyBTV and BCA actively meeting with artists for Project NexT wall enhancements in new terminal
- Coming up:
  - Vermont Flight Academy Lease
  - Hangar Condo Association Lease
  - Breeze Conference in September

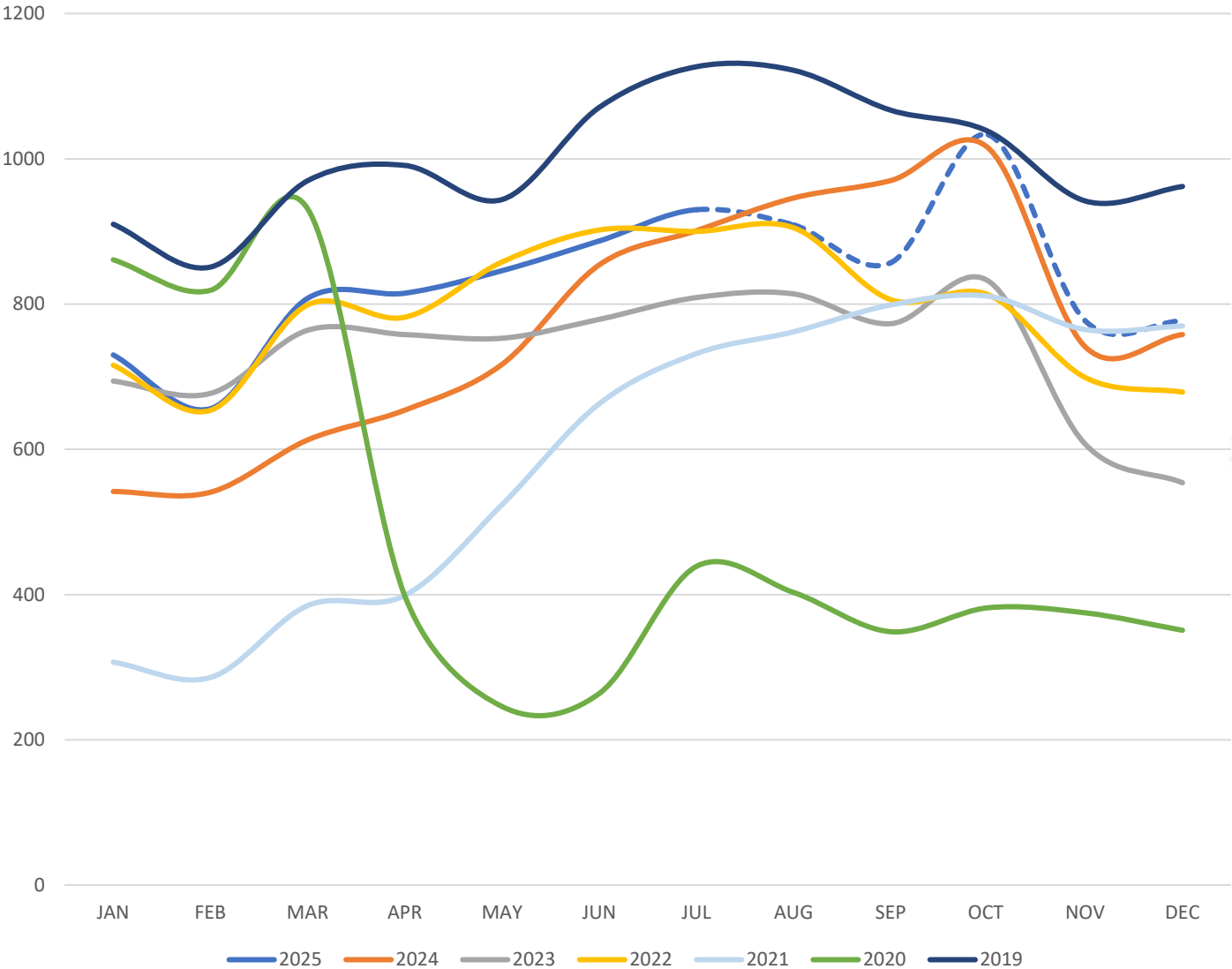
# Scheduled Seats; Past and Projections

|       | 2025    | 2024    | 2023    | 2022    | 2021    | 2020    | 2019    |
|-------|---------|---------|---------|---------|---------|---------|---------|
| JAN   | 69,073  | 50,245  | 55,401  | 53,680  | 19,243  | 60,623  | 63,905  |
| FEB   | 60,958  | 48,066  | 57,412  | 54,187  | 17,571  | 59,004  | 60,240  |
| MAR   | 74,030  | 52,577  | 65,656  | 63,612  | 22,229  | 64,908  | 68,428  |
| APR   | 72,724  | 53,671  | 64,497  | 61,736  | 24,541  | 25,790  | 66,566  |
| MAY   | 71,276  | 64,163  | 66,423  | 67,070  | 30,532  | 17,126  | 67,379  |
| JUN   | 77,239  | 78,672  | 69,679  | 78,974  | 43,954  | 17,236  | 78,828  |
| JUL   | 86,108  | 86,352  | 73,387  | 80,312  | 52,270  | 31,442  | 84,658  |
| AUG   | 84,124  | 92,765  | 74,942  | 82,198  | 53,620  | 27,551  | 83,786  |
| SEP   | 79,158  | 92,016  | 67,270  | 71,852  | 55,555  | 23,823  | 76,194  |
| OCT   | 93,511  | 94,651  | 75,143  | 73,411  | 55,743  | 24,753  | 75,193  |
| NOV   | 70,616  | 66,633  | 54,148  | 59,481  | 50,552  | 23,524  | 66,096  |
| DEC   | 64,967  | 70,888  | 50,137  | 57,867  | 55,753  | 22,648  | 67,316  |
| TOTAL | 903,784 | 850,699 | 774,095 | 804,380 | 481,563 | 398,428 | 858,589 |



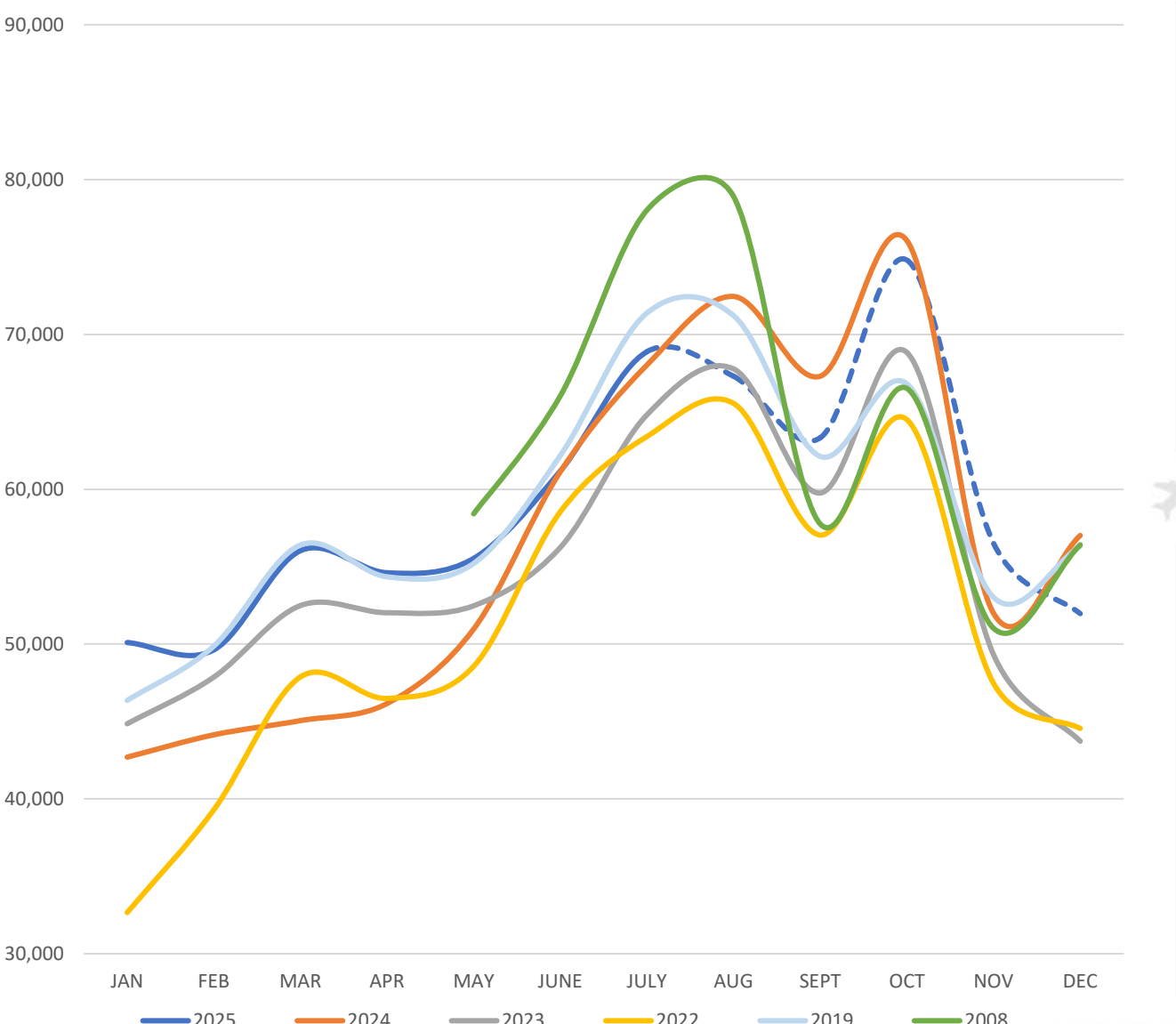
# Scheduled Departures; Projections

|       | 2025   | 2024  | 2023  | 2022  | 2021  | 2020  | 2019   |
|-------|--------|-------|-------|-------|-------|-------|--------|
| JAN   | 730    | 542   | 694   | 716   | 307   | 861   | 910    |
| FEB   | 656    | 541   | 677   | 654   | 286   | 819   | 851    |
| MAR   | 808    | 613   | 764   | 799   | 385   | 931   | 970    |
| APR   | 815    | 654   | 758   | 782   | 399   | 398   | 991    |
| MAY   | 846    | 717   | 753   | 858   | 524   | 246   | 944    |
| JUN   | 887    | 854   | 779   | 902   | 663   | 264   | 1,071  |
| JUL   | 930    | 901   | 809   | 900   | 732   | 439   | 1,127  |
| AUG   | 909    | 946   | 814   | 905   | 762   | 403   | 1,122  |
| SEP   | 857    | 970   | 773   | 806   | 799   | 349   | 1,067  |
| OCT   | 1033   | 1,015 | 832   | 813   | 811   | 382   | 1,038  |
| NOV   | 777    | 741   | 607   | 699   | 765   | 375   | 942    |
| DEC   | 777    | 758   | 554   | 679   | 770   | 351   | 962    |
| TOTAL | 10,025 | 9,341 | 8,814 | 9,513 | 7,203 | 5,818 | 11,995 |



# Passenger Statistics

|        | 2025           | 2024    | 2023    | 2022    | 2021    | 2020    | 2019    |
|--------|----------------|---------|---------|---------|---------|---------|---------|
| JAN    | 50,093         | 42,691  | 44,848  | 32,652  | 8,979   | 50,750  | 46,356  |
| FEB    | 49,619         | 44,133  | 47,864  | 39,291  | 11,696  | 49,341  | 49,867  |
| MAR    | 56,029         | 45049   | 52,484  | 47,878  | 13,491  | 26,158  | 56,400  |
| APR    | 54,601         | 46,158  | 52,018  | 46,485  | 19,563  | 1,448   | 54,340  |
| MAY    | 55,533         | 50,972  | 52,471  | 48,564  | 26,325  | 3,911   | 55,209  |
| JUNE   | 61,182         | 61136   | 56,241  | 58,546  | 37,229  | 7,458   | 62,180  |
| JULY   | <u>68,886</u>  | 68,026  | 64,807  | 63,402  | 46,344  | 12,119  | 71,381  |
| AUG    | <u>67,299</u>  | 72,448  | 67,763  | 65,535  | 47,059  | 12,823  | 71,200  |
| SEPT   | <u>63,326</u>  | 67,296  | 59,751  | 57,037  | 43,072  | 11,292  | 62,116  |
| OCT    | <u>74,809</u>  | 76,054  | 68,823  | 64,490  | 50,618  | 14,416  | 66,795  |
| NOV    | <u>56,493</u>  | 51,977  | 49,302  | 47,452  | 41,572  | 10,211  | 53,007  |
| DEC    | <u>51,974</u>  | 57,012  | 43,725  | 44,545  | 42,886  | 9,393   | 56,314  |
| TOTALS | <u>709,844</u> | 681,925 | 660,097 | 615,877 | 388,834 | 209,320 | 705,165 |



\*Underlined numbers are future estimates