



Board of Finance

Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

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1. Agenda

Subject	1.1. Motion to adopt agenda
Meeting	August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	2. Public Forum
Department	Council and Board

Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

3. Consent Agenda

Subject	3.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated
Subject	3.2. August 4, 2025 Board of Finance Meeting Minutes - CT
Meeting	August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	3.3. 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 - Airport
Meeting	August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	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

Subject	3.4. Request to execute a lease agreement with the General Services Administration (GSA) for Transportation Security Administration (TSA) office space - Airport
Meeting	August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	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
Subject	3.5. Authorization For Up To <u>\$518,600</u> Step II Loan From Vermont Clean Water Revolving Fund, For An Engineering Contract With Wright Pierce For Up To <u>\$70,000</u> And For An Amended Engineering Contract With Stantec For An Additional Amount Up To <u>\$50,000</u> For The Upsized Sewer On Cherry Street Project - DPW/Water Resources
Meeting	August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Public Works Department - Water Resources
Type	Resolution Action (Consent)
Recommended Action	to approve and recommend that the City Council adopt the attached resolution authorizing a Step II amended loan from the Vermont Clean Water State Revolving fund in a principal amount not to exceed \$518,600, an amended contract with Stantec for an additional amount up to \$50,000, and an up to \$70,000 contract with Wright Pierce for the Upsized Sewer on Cherry Street project as more specifically set forth in the attached resolution
Subject	3.6. City Hall BCA Campus Third Floor HVAC Project - BPRW
Meeting	August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve and authorize the execution of a contract with Energy Efficient Investments, Inc., for a price not to exceed \$462,275 for the City Hall BCA Campus Third Floor HVAC Project, plus a project contingency of \$46,000 (total authorized project expenditure including contingency not to exceed \$508,275), and to authorize Deryk Roach, Interim Co Director of Parks, Recreation and

Waterfront, to execute the contract and any related documents needed to carry out the project, subject to the review of the City Attorney's Office

4. Deliberative Agenda

Subject	4.1. Reclassification of one (1) existing position within Parks, Recreation & Waterfront - BPRW
Meeting	August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Parks, Recreation, & Waterfront
Type	Action
Recommended Action	to approve and authorize the reclassification of the Marina Manager & Deputy Harbormaster position, a Regular, Full-time, Exempt, Non-Union, Grade 18, position to a Regular, Full-time, Exempt, Non-Union, Grade 20, position in the Department of Parks, Recreation, and Waterfront
Subject	4.2. Reclassification of the position: Deputy Director of Aviation - Business and Strategic Development (Previously the Deputy Director of Aviation Administration) - Airport
Meeting	August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Airport
Type	Action
Recommended Action	to approve and recommend that the City Council approve the reclassification of the position of "Deputy Director of Aviation – Business and Strategic Development" to a grade 27
Subject	4.3. Waterfront Tax Increment Financing (TIF) District Audit - Authorization for State Education Fund Payment - CT
Meeting	August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	to approve and recommend that the City Council authorize the Chief Administrative Officer to take all necessary or convenient steps to ensure the repayment of the State Education Fund in the total amount of \$197,510 from the City's Unassigned Fund Balance, to resolve the underpayment issues noted in the State's WTF TIF District Audit
Subject	4.4. Approving The Pledging Of The Credit Of The City In Anticipation Of The Receipt Of Revenue From The Traffic Division Of The Public Works Department - CT

Meeting	August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action Resolution
Recommended Action	to approve and recommend that the City Council waive the reading and to adopt the proposed resolution approving the renewal of an existing revenue anticipation note for the Parking Facilities Fund, in an amount not to exceed \$2.5 Million and with an interest rate not to exceed 7.5%
Subject	4.5. Ratification Of Tentative Agreement And Authorization To Execute Collective Bargaining Agreement Between The City of Burlington And FOP BPOA #021 (July 1, 2025 - June 30, 2028) - HR
Meeting	August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Human Resources
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution

5. Adjournment

Subject	5.1. Motion to adjourn
Meeting	August 25, 2025 - Board of Finance Meeting - Monday, August 25, 2025, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	5. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn



**BURLINGTON BOARD OF FINANCE
BUSHOR CONFERENCE ROOM, 149 CHURCH STREET, 1ST FLOOR
MINUTES OF MEETING
August 4, 2025**

1. Agenda

1. Agenda

Mayor Mulvaney-Stanak convened the meeting at 5:02 pm.

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

Member absent: City Council President Traverse

Subject

1.1. Motion to amend/adopt agenda

Meeting

August 4, 2025 - Board of Finance Meeting - Monday, August 4, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category

1. Agenda

Department

Council and Board

Type

Action
Procedural

Recommended Action Motion to amend/adopt agenda

1.1. Motion to amend/adopt agenda

Motion made by Councilor Carpenter, seconded by Councilor Barlow, to adopt the agenda as presented. Motion passed unanimously.

2. Public Forum

2. Public Forum

Subject

2.1. Verbal Comments

Meeting

August 4, 2025 - Board of Finance Meeting - Monday, August 4, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category

2. Public Forum

Department

Council and Board

Type

Action
Procedural

Recommended Action open Public Forum
 close Public Forum

2.1. Verbal Comments

Sharon Bushor: housing program manager/housing specialist-new org charts-who has responsibilities now/level of expertise?

3. Consent Agenda

3. Consent Agenda

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

Meeting August 4, 2025 - Board of Finance Meeting - Monday, August 4, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Council and Board

Type Action (Consent)
 Procedural

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

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

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

Subject **3.2. July 14, 2025 Board of Finance Meeting Minutes - C/T**

Meeting August 4, 2025 - Board of Finance Meeting - Monday, August 4, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
 Minutes
 Information

Recommended Action approve the minutes

3.2. July 14, 2025 Board of Finance Meeting Minutes - C/T

Subject **3.3. Moduly Residential Battery Storage Pilot Program - BED**

Meeting August 4, 2025 - Board of Finance Meeting - Monday, August 4, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Burlington Electric Department

Type Action (Consent)

Recommended Action to approve and recommend that the City Council authorize the General Manager of the Burlington Electric Department or their designee to file necessary documents with the Vermont Public Utility Commission to enable the 18-month Moduly battery residential pilot program as proposed

3.3. Moduly Residential Battery Storage Pilot Program - BED

Subject 3.4. Authorization to Execute Contract Amendments with On-Call Water Resources Excavation Contractors - DPW/Water Resources

Meeting August 4, 2025 - Board of Finance Meeting - Monday, August 4, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Public Works Department - Water Resources

Type Action (Consent)

Recommended Action to approve and authorize the Director of Public Works to execute amendments with two (2) of the existing Main On-Call water resources excavation contractors (Engineers Construction, Inc. and S D Ireland Brothers Corporation), to increase the per contractor maximum limiting amount to \$500,000 each, subject to review and approval by the City Attorney

3.4. Authorization to Execute Contract Amendments with On-Call Water Resources Excavation Contractors - DPW/Water Resources

4. Deliberative Agenda

4. Deliberative Agenda

Subject 4.1. Approval to accept Planning Grant Continuum of Care VT-501 & Permanent Supportive Housing Grant Agreements in SFY26 (FFY24) VT0030L1T012415 - \$718,964 New Horizons Renewal, September 1, 2025 VT0117L1T012400 - \$57,790 CoC Planning Grant VT-501, December 1, 2025

Meeting August 4, 2025 - Board of Finance Meeting - Monday, August 4, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Community & Economic Development Office (CEDO)

Type Action

Recommended Action move to approve and recommend that the City Council approve the acceptance of two U.S. Dept. of Housing and Urban Development Continuum of Care FFY24 grants (VT0030L1T012415 and VT0117L1T0123400) to begin in SFY26 and authorize the Director of CEDO to execute all contracts and documents necessary to accept the total funding of \$776,754 from HUD, subject to the review and approval of the City Attorney's Office

4.1. Approval to accept Planning Grant Continuum of Care VT-501 & Permanent Supportive Housing Grant Agreements in SFY26 (FFY24)

VT0030L1T012415 - \$718,964 New Horizons Renewal, September 1, 2025

VT0117L1T012400 - \$57,790 CoC Planning Grant VT-501, December 1, 2025

Motion made by Councilor Carpenter, seconded by Councilor Barlow, to approve the motion as presented. Motion passed unanimously.

Subject	4.2. Parking Access and Revenue Control System Agreement with FlashParking Inc. - Airport
Meeting	August 4, 2025 - Board of Finance Meeting - Monday, August 4, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Airport
Type	Action
Recommended Action	to authorize the Director of Aviation to execute the agreement, subject to final review and approval by the City Attorney's Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby

4.2. Parking Access and Revenue Control System Agreement with FlashParking Inc. - Airport

Motion made by Councilor Barlow, seconded by Councilor Carpenter, to approve the motion as presented. Motion passed unanimously.

5. Executive Session

5. Executive Session

Subject	5.1. Discussion of Tentative Agreement of Collective Bargaining Agreement between the City of Burlington and FOP BPOA #021 (July 1, 2025 - June 30, 2028)
Meeting	August 4, 2025 - Board of Finance Meeting - Monday, August 4, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	5. Executive Session
Department	Human Resources
Type	Action Procedural
Recommended Action	move to make a specific finding that premature general public knowledge regarding the proposed terms of a collective bargaining agreement with the Burlington Police Officers' Association would clearly place the City at a substantial disadvantage; and based upon that finding, move to enter executive session pursuant to 1 VSA 313(a)(1)(B) to discuss a labor relations agreement and to include in such session members of the City's negotiation team from the Department of Finance and Administration, Police Department, and Mayor and Attorney's Offices

5.1. Discussion of Tentative Agreement of Collective Bargaining Agreement between the City of Burlington and FOP BPOA #021 (July 1, 2025 - June 30, 2028)

Motion made by Councilor Carpenter, seconded by Councilor Barlow, to enter into Executive Session. Motion made by Councilor Barlow, seconded by Councilor Carpenter, to exit Executive Session.

6. Adjournment

6. Adjournment

Subject

6.1. Motion to adjourn

Meeting

August 4, 2025 - Board of Finance Meeting - Monday, August 4, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category

6. Adjournment

Department

Council and Board

Type

Action (Consent)
Procedural

Recommended Action

Motion to adjourn

6.1. Motion to adjourn

Mayor Mulvaney-Stanak adjourned the meeting at 5:50 pm.

TO: City of Burlington, Board of Finance

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

DATE: August 25, 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.

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

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:

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.”

TO: City of Burlington, Board of Finance

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

DATE: August 25, 2025

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

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.

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:

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.”

LEASE NO. GS-01P-LVT00746

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:

FOR THE GOVERNMENT:

Name: _____

Name: _____

Title: _____

Title: Lease Contracting Officer

Entity: _____

General Services Administration, Public Buildings Service

Date: _____

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.

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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 **1st** 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
Full Service Rate	\$149,202.21	\$68.41

- 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**

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

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 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/> 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

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

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 3rd 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/GREENINGEPA](http://www.epa.gov/greeningepa).
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.

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

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)

GENERAL CLAUSES

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

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.

FASCSCA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSCA) 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 FASCSCA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSCA order may be referred to as a Department of Homeland Security (DHS) FASCSCA order.
- (2) The Secretary of Defense may issue FASCSCA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSCA order may be referred to as a DoD FASCSCA order.
- (3) The Director of National Intelligence (DNI) may issue FASCSCA 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 FASCSCA order may be referred to as a DNI FASCSCA 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 FASCSCA orders as follows:

- (i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSCA orders apply.
 - (ii) For all other solicitations and contracts DHS FASCSCA orders apply.
- (2) The Contractor shall search for the phrase "FASCSCA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSCA orders identified in paragraph (b)(1).
- (3) The Government may identify in the solicitation additional FASCSCA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.
- (4) A FASCSCA 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 FASCSCA 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 FASCSCA 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 FASCSCA 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) (Applicable to leases over \$35,000 total contract value.)
- FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (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) (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) (Applicable to leases over \$750,000 total contract value.)
- FAR 52.219-28 POST-AWARD SMALL BUSINESS REREPRESENTATION (JAN 2025) (Applicable to leases exceeding the micro-purchase threshold)
- FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value. Full text may be found at <http://www.acquisition.gov>)
- FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over \$15,000 total contract value. Full text may be found at <http://www.acquisition.gov>)

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FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applicable to leases \$150,000 or more, total contract value.)
FAR 52.226-7	DRUG-FREE WORKPLACE (MAY 2024) (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) (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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Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Airport Submitter: Nicolas Longo
 Request to execute a lease agreement with the General Services
 Administration (GSA) for Transportation Security Administration (TSA) office
 Title/Subject: space

Approval Requested:	Meeting Date:
<input checked="" type="checkbox"/> Board of Finance	8/25/2025
<input type="checkbox"/> City Council	Click or tap to enter a date.
<input type="checkbox"/> Both BOF and Council	Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	7/22/2025	Nicolas Longo
Mayor's Office	Yes	8/21/2025	Erin Jacobsen
Board/Commission	Yes	8/6/2025	Airport Commission
City Attorney's Office for memo and contracts or legal documents	Yes	8/19/2025	Erik Ramakrishnan
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	8/19/2025	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Resolution Relating to

RESOLUTION _____

Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

AUTHORIZATION FOR UP TO \$518,600 STEP II LOAN FROM VERMONT CLEAN WATER STATE REVOLVING FUND, FOR AN ENGINEERING CONTRACT WITH WRIGHT PIERCE FOR UP TO \$70,000 AND FOR AN AMENDED ENGINEERING CONTRACT WITH STANTEC FOR AN ADDITIONAL AMOUNT UP TO \$50,000 FOR THE UPSIZED SEWER ON CHERRY STREET PROJECT

CITY OF BURLINGTON

In the year Two Thousand Twenty Five

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

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

4 WHEREAS, the City has determined the need to replace and upsize the sewer main on Cherry Street as
5 part of a bigger project to convey wastewater flows from the East Wastewater Plant to the Main Wastewater
6 Plant as well as to accommodate future development along Cherry Street (the “Project”); and

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

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

15 WHEREAS, the City Council has previously authorized a Step I loan for Preliminary Engineering
16 (RF1-332-1.0) in a principal amount not to exceed \$398,600 for the Project pursuant to a resolution adopted
17 on August 15, 2022; and

18 WHEREAS, the next phase of the Project is completion of Final Design work for upsizing the sewer
19 on Cherry Street which is a portion of the larger project that is part of RF1-332-1.0; and

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

23 WHEREAS, this phase of final design is estimated to require a total contract authorization of \$70,000
24 with Wright Pierce; and

25 WHEREAS, the City has followed a competitive qualifications based procurement process required by
26 the State and selected Stantec as the most qualified contractor for the design engineering of this Project; and

Resolution Relating to

AUTHORIZATION FOR UP TO \$518,600 STEP II LOAN FROM VERMONT CLEAN WATER STATE REVOLVING FUND, FOR AN ENGINEERING CONTRACT WITH WRIGHT PIERCE FOR UP TO \$70,000 AND FOR AN AMENDED ENGINEERING CONTRACT WITH STANTEC FOR AN ADDITIONAL AMOUNT UP TO \$50,000 FOR THE UPSIZED SEWER ON CHERRY STREET PROJECT

27 WHEREAS, this phase of final design is estimated to require an amendment of an additional \$50,000
28 to an existing contract amount of \$2,217,249 for a total contract authorization of \$2,267,249 with Stantec; and

29 WHEREAS, the Project is eligible for a Step II State of Vermont CWSRF Final Design Loan totaling
30 \$518,600 (inclusive of the Step I loan amount); and

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

33 NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,
34 or his designee, to complete the Step II Loan Application for Revolving Loan Funds Revolving Loan Funds
35 under 24 V.S.A. Chapter 120 and to apply to the Vermont CWSRF and Vermont Bond Bank (the “Bank”) for
36 the financing of a loan in a principal amount not to exceed \$518,600 (the “Loan”) subject to final review and
37 approval by the Chief Administrative Officer, Director of Finance, and City Attorney’s Office; and

38 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works to execute
39 an Engineering Services Agreement with Wright Pierce for hydraulic engineering for a total authorized
40 expenditure not to exceed \$70,000, subject to review and approval by the City Attorney’s Office; and

41 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works to execute
42 an amendment to the Engineering Services Agreement with Stantec for final design in an additional amount not
43 to exceed \$50,000, for a total authorized expenditure not to exceed \$2,267,249, subject to review and approval
44 by the City Attorney’s Office; and

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

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



CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS

WATER RESOURCES DIVISION
234 PENNY LANE
BURLINGTON, VT 05401
802.863.4501 P
WWW.BURLINGTONVT.GOV/DPW

CHAPIN SPENCER
PUBLIC WORKS DEPARTMENT DIRECTOR

MEGAN MOIR
WATER RESOURCES DIVISION DIRECTOR

MEMORANDUM

TO: Board of Finance/City Council

FROM: Martin Lee, PE, Water Resources Engineering Manager
Michael V. Schramm, PE, Water Resources Engineer

DATE: August 25, 2025

CC: Chapin Spencer, DPW Director
Megan Moir, DPW Division Director – Water Resources
Laura Wheelock, DPW Division Director – Technical Services

RE: Upsized Sewer on Cherry Street Contract & CWSRF Loan Authorization

REQUEST:

The Department of Public Works (DPW) and its Water Resources Division (WRD) are seeking authorization to execute an engineering services agreement with Wright Pierce (WP) for up to \$70,000 and an engineering services agreement amendment with Stantec for an additional amount up to \$50,000 for services related to the planning and design of an upsized sewer on Cherry Street. In addition, DPW-WRD are seeking authorization to execute a State Revolving Fund (SRF) loan amendment increase of \$120,000 for a total principal amount not to exceed \$518,600 to fund the identified engineering services of Wright Pierce and Stantec.

BACKGROUND:

In 2014, the suburban-style mall that disconnected Bank and Cherry Streets was purchased and later demolished. The CityPlace Burlington developers (formerly the BTC Mall Associates) subdivided this main parcel, transferred ownership of the clipped sections of Pine Street and St Paul Street to the City, and committed to a public-private partnership to rebuild these streets, reconnect Bank and Cherry Streets, and coordinate street and sidewalk improvements in all directions. As you are aware from other City efforts, the City of Burlington has entered into an agreement with the Vermont Agency of Transportation¹ to develop a project to rebuild Bank Street and Cherry Street, and build one new block of Saint Paul Street and one new block of Pine Street to the Burlington Great Streets Standards.

¹ <https://burlingtonvt.portal.civicclerk.com/event/6933/files/attachment/2885>

Plans have advanced into preliminary and final design. Water Resources has evaluated the project corridor to consider water resources infrastructure needs including: accommodations for future growth in the project corridor, projected future flow from East Wastewater Treatment Plant (WWTP) through the project corridor, updated design standards, and asset management recommendations to replace infrastructure. In March 2024, the City executed an engineering services agreement for design engineering services with Stantec for the CDS Cherry Street and RAISE Reconnecting Downtown (#CA0811 Burlington CDS CD23(1) - VTrans Grant #CA0811) project.

Wright Pierce (WP) has been working with the City since 2019 on planning and design of the City's wastewater treatment and collection systems upgrades. DPW-WRD is pursuing the consolidation of the City's three (3) existing wastewater treatment plants to two (2), with the pumping of wastewater flows that are currently treated at the East WWTP to Main WWTP as presented in Preliminary Engineering Report developed by WP. The preferred route for the redirected East WWTP flow includes a gravity sewer segment under Cherry Street from South Winooski Avenue to Battery Street. DPW-WRD would like to take advantage of the opportunity that the ongoing Great Street work planned for Cherry Street offers by designing and installing an upsized gravity sewer pipe under Cherry Street that would be adequate to convey wastewater flows from East WWTP to Main WWTP, in addition to existing and future wastewater flows generated within the Cherry Street sewer collection area. The March 2025 Sustainable Infrastructure Plan (Lake Bond) bond authorization vote included funds for this project.

To this end, DPW-WRD is requesting authorization to advance engineering scopes of work with both Wright-Pierce and Stantec. WP's scope includes hydraulic model and design support services for the evaluation of the existing hydraulic model for the Main WWTP sewer collection system to identify potential impacts of pumping up to 3 million gallons per day (MGD) of flow from the East WWTP to the north end of the Main WWTP sewer collection system. Stantec's scope includes design updates for the proposed sewer main along Cherry Street based on design input from hydraulic modeling work to be completed by WP. This project has a tight schedule with bid ready CDS Cherry Street documents due by June 2026 to meet Federal grant requirements. Given the additional work needed prior to June 2026 (right-of-way plans and clearance, final plans, federal sign off), we are seeking concurrent action from the Board of Finance and the City Council.

WP's component of this work will be structured as a new discrete engineering services agreement. Stantec's component of this work will be a Change Order to the existing CDS Cherry Street and RAISE Reconnecting Downtown engineering agreement bringing the total agreement value to \$2,267,249 (with inclusion of the proposed \$50,000 Change Order). DPW-WRD continues to coordinate with the Vermont Agency of Natural Resources Department of Environmental Conservation Water Investment Division, Water Infrastructure Finance Program for the potential inclusion of both the WP and Stantec components of this work for the State Revolving Fund (SRF) program. Based on correspondence with the WIF Program staff to-date, DPW-WRD anticipates that both engineering services components will be deemed eligible for funding through the SRF program. If deemed eligible and authorization is granted by Council, DPW-WRD staff will work with the City Attorney's office to prepare SRF Loan amendment documentation for execution. If one or both projects are not deemed eligible for SRF Loans, this

essential work will be paid for with available FY26 capital wastewater (Fund 480) funds.

PROJECT COST AND LOAN SUMMARY:

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

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

Cost Table for CWSRF Loan RF1-332

Item	Estimated Costs	Total Amended Loan Value
Step I costs already approved. NOTE: This Step 1 work includes more than just the Cherry Street Upsizing project.	\$398,600	\$518,600
Step II: Stantec Engineering	\$50,000	
Step II: Wright Pierce Engineering	\$70,000	

Once authorized by the Board of Finance and City Council, WRD will apply for the SRF loans. The loan application process requires the execution of any contracts prior to the loan application. While for larger projects WRD often waits until the loan execution to advance work and incur debt, given the tight timeline for this project, WRD will be advancing work immediately upon submission of the loan application. This is allowable under the SRF process, and the Wastewater Fund has sufficient funds available to cover these costs should there be delays in the loan issuance.

This Step II loan will be rolled into a future CWSRF Step III Construction loan authorized under the 2025 Lake Bond. Repayment of that loan will not occur until 1 year after the completion of construction. The rate impacts of this borrowing are included in the long-term rate planning previously presented by WRD (the approximate 89% rate increase over 5 years).

MOTIONS:

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

Board of Finance Actions:

1. “To approve and recommend that the City Council adopt the attached resolution authorizing a Step II amended loan from the Vermont Clean Water State Revolving fund in a principal amount not to exceed \$518,600, an amended contract with Stantec for an additional

amount up to \$50,000, and an up to \$70,000 contract with Wright Pierce for the Upsized Sewer on Cherry Street project as more specifically set forth in the attached resolution.”

City Council Actions:

1. “To waive the reading and adopt the attached resolution authorizing a Step II amended loan from the Vermont Clean Water State Revolving fund in a principal amount not to exceed \$518,600, an amended contract with Stantec for an additional amount up to \$50,000, and an up to \$70,000 contract with Wright Pierce for the Upsized Sewer on Cherry Street project as more specifically set forth in the attached resolution.”

Thank you for your consideration of this request.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: DPW – Water Resources Submitter: Martin Lee

Title/Subject: Upsized Sewer on Cherry Street Contract & CWSRF Loan Authorization

Approval Requested:	Meeting Date:
<input type="checkbox"/> Board of Finance	Click or tap to enter a date.
<input type="checkbox"/> City Council	Click or tap to enter a date.
<input checked="" type="checkbox"/> Both BOF and Council	8/25/2025

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	8/18/2025	Chapin Spencer
Mayor’s Office	Yes	8/20/2025	Erin Jacobsen
Board/Commission	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney’s Office for memo and contracts or legal documents	Yes	8/19/2025	Erik Ramakrishnan
City Attorney’s Office for memo and motion(s) or resolution(s)	Yes	8/19/2025	Erik Ramakrishnan
CAO for budget, financing, and memo	Yes	8/19/2025	Katherine Schad
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.

MEMO

Date: August 25, 2025; September 8, 2025

To: Board of Finance and City Council

From: Kim Bleakley, Central Facilities Manager Department of Parks, Recreation & Waterfront

CC: Deryk Roach, Parks and Central Facilities Superintendent and Interim Director

Re: City Hall BCA Campus Third Floor HVAC Project

I. Purpose

This memo seeks approval to execute all contracts and budget approvals to furnish and install equipment, connections, controls and supports to replace failed HVAC equipment, improve safety, energy efficiency and reduce operating costs on the third floor of the Burlington City Arts (BCA) building, which is part of the City Hall/BCA campus in Burlington, VT.

II. Background

The Burlington City Arts Center was originally built in 1889 as a Firehouse, and was renovated in 1995, when it became the BCA. This building is a vibrant arts and cultural center which hosts City employee office space, exhibit galleries, educational programs and community events.

This year, the Central Facilities Manager worked with City approved contractor Energy Efficient Investments (EEI) to prepare a proposal to replace failed equipment and to advance the City's Net Zero Energy objectives. The third floor of the BCA has existing HVAC equipment which is well past end of life. Upgrading failing HVAC systems in commercial buildings improves energy efficiency by reducing wasted power from outdated, overworked equipment, which directly lowers utility costs. Modern systems also optimize heating and cooling performance, reducing the building's carbon footprint while enhancing occupant comfort and air quality.

The full scope of work for this project will include:

- Install new fan coil units to serve private office space as well as large open office areas
- Install all necessary ductwork and specialties to connect new equipment to existing ductwork
- Install condensate drains, pumps and tubing as necessary
- Connect fresh air and exhaust ductwork from existing rooftop ventilation system to new HVAC equipment
- Install Direct Digital Controls (DDC) controls system for new equipment and tie the controls into City's existing Automated Logic system
- Install new ceiling tile and grid
- Replace light fixtures in lobby/corridor area with LED fixtures
- Install new steel supports connected to existing dunnage to support new HVAC equipment
- Install new railing system in accordance with OSHA/VOSHA requirements to safely access rooftop equipment
- Install new Variable Refrigerant Flow (VRF) condensers on steel supports



III. APPROVALS

In March 2023, the City posted an RFP to work with an Energy Performance Contractor to conduct a technical energy audit of all City facilities and to implement an energy performance contract. The intent was to identify and affordably implement capital improvements that reduce energy and related costs in City facilities in a manner that allows annual cost savings, a reduction of energy, and potentially provide a path to Net Zero Energy for City facilities.

IV. PROJECT FUNDING SOURCES, BUDGET AND ESTIMATES

Funding for this project is coming from Capital Outlay Bond Expenditures. This budget was approved by the Capital Committee prior to the budget being approved by City Council.

Funding Sources & Budget	
Capital Outlay Bond Expenditures	\$508,275.00
Total Budget	\$508,275.00
Contractor bid	\$ 462,275.00
~10% Contingency (on above items)	46,000.00
Total Bid with Contingency	\$ 508,275.00

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

V. SCHEDULE

The anticipated project schedule is as follows:

- 8/25/2025: Board of Finance approval
- 9/8/2025: City Council approvals
- Week of 9/8/2025: Contract signed
- Equipment to be ordered September 2025
- Final Construction pending logistics and scheduling to accommodate BCA schedule



DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the execution of a contract with Energy Efficient Investments, Inc., for a price not to exceed \$462,275 for the City Hall BCA Campus Third Floor HVAC Project, plus a project contingency of \$46,000 (total authorized project expenditure including contingency not to exceed \$508,275), and to authorize Deryk Roach, Interim Co Director of Parks, Recreation and Waterfront, to execute the contract and any related documents needed to carry out the project, subject to the review of the City Attorney's Office.

City Council Motion:

To approve and authorize the execution of a contract with Energy Efficient Investments, Inc., for a price not to exceed \$462,275 for the City Hall BCA Campus Third Floor HVAC Project, plus a project contingency of \$46,000 (total authorized project expenditure including contingency not to exceed \$508,275), and to authorize Deryk Roach, Interim Co Director of Parks, Recreation and Waterfront, to execute the contract and any related documents needed to carry out the project, subject to the review of the City Attorney's Office.



To: Board of Finance

From: Erin Moreau, Interim Director of Parks, Recreation & Waterfront

Date: August 25, 2025

Re: Reclassification of one (1) existing position within Parks, Recreation & Waterfront

Executive Summary:

Parks, Recreation & Waterfront is requesting:

- Reclassification of the Marina Manager & Deputy Harbormaster Manager position, a Regular, Full-time, Exempt, Non-Union, Grade 18, position to a Regular, Full-time, Exempt, Non-Union, Grade 20, position

Background:

This position is responsible for the daily operations and management of the two municipal marinas and daily harbor use in Burlington Harbor. It also plays a vital role in the operations of the surrounding landside areas, from Waterfront Park to Perkins Pier. With support from Facility Maintenance, BPRW has determined that bringing the supervision of the Facilities Maintenance Specialist position to this position creates far better oversight and efficiency, for events, projects and facility maintenance of the Waterfront. The Facilities Maintenance Specialist position is assigned to onsite Event operations. This structural change will better align BPRW to the roles of 'operations' versus 'maintenance' in Events, bringing the responsibility of Event Operations under the Marina & Deputy Harbormaster Manager.

This change also brings alignment and recognition for the impact that this position already has in the daily management of the waterfront parks, and the assignment of both seasonal and FT staff necessary for our Waterfront to function. By assigning FT staff to this position, it addresses the chronic issue of the lack of stability in having an entire seasonal workforce while enhancing the short offseason by being able to efficiently plan and execute necessary facility projects, maintenance and upgrades to adequately compete with neighboring marinas. Investment in this position is critical to the stabilization and revenue growth for BPRW.

Outline of Changes to this position

- Manage new marketing and advertising opportunities on the waterfront, bringing in new revenue and improving exposure to waterfront businesses and our facilities.
- Supervise and manage full-time, regular Facilities Maintenance Specialist.
- Manage and set up capital improvement projects for the Waterfront including obtaining permits, drafting contracts and budgeting, while following the City's procurement policies.
- Ensure onsite Event Staff, both FT and Seasonal, is compliant with ACT 250 regulations for all Waterfront Park events. This can be achieved through training and development of onsite



policy. Developing new systems of organization to bridge the gap between management, operations and maintenance of events for better overall City coordination.

- Facilitate meetings and liaison with the City Event organizers to ensure all operational onsite aspects of Waterfront Event operations are addressed for successful and safe execution of events.

Benefits of changes to BPRW & City

- These changes will positively impact this position, as well as BPRW and the City. After having a decade of instability at this position (5 managers in 10 years), this reinvestment in the position reinforces the City's commitment and acknowledgment to the significant role in revenue generation this position is responsible for and provides the necessary structural support so that the Manager can continue to invest and grow Waterfront operations.
- BPRW shall benefit by increased revenue opportunities and better coordinated advertising for local business and existing business partners.
- BPRW and Waterfront Facilities will benefit by having the FT Facilities Maintenance Specialist employee report directly to the Marina Manager & Deputy Harbormaster who is on-site at the locations where events occur, and docks and related marina facilities are located. The Marina Manager & Deputy Harbormaster is best suited to direct daily operations, understanding the Waterfront's priorities on a daily, weekly, monthly and seasonal basis.
- BPRW will benefit by the Marina Manager & Deputy Harbormaster overseeing projects, writing contracts and obtaining necessary permits, spreading the workload for these time-consuming tasks outside of the realm of Facilities Maintenance Manager and expanding the capacity of the Park Planning team. This position will provide significant input and capital planning for the needs of the waterfront. This will lead to increased efficiency and greater prioritization of the large backlog of needed projects on the waterfront and enhance our abilities to generate increased revenues.
- BPRW will benefit by improved organization, training, coordination and scheduling of event staff and their compliance in monitoring sound readings at Waterfront Park by having the Marina Manager & Deputy Harbormaster oversee these responsibilities. This will lead to a greater level of professionalism, clearer expectations and improved service to the public and our neighbors along the waterfront.
- BPRW will benefit from improved coordination, communication and on the ground oversight of events by the Marina Manager & Deputy Harbormaster attending events planning meetings, both in BPRW and with the greater City Events team. The Marina Manager & Deputy Harbormaster is well positioned to provide better management to events through knowledge of the site and the realities of the events in practice.

Financial Impact:

The financial impact of the position reclass is listed below. The funding for this increase is already planned for in the FY26 BPRW budget in a "compensation contingency" expense line.



Position	Current Grade/Step	FY26 Salary	Proposed Grade/Step	FY26 New Salary
Marina Manager & Deputy Harbormaster	18/9	\$81,667.34	20/1	84,593.73

In Summary:

The benefits of reclassifying this position are:

- A more professionally operated marina and waterfront event site leading to increased usage which translates to increased revenue.
- Better maintained facilities lead to greater facility use, less facility abuse, increasing revenue, reducing maintenance repairs, and better serving tourists and residents alike.
- Better facility and park planning to meet the evolving needs of the Burlington waterfront which hosts hundreds of thousands of tourists from all over the world each year.
- Greater stability and less turnover in the Marina Manager and Deputy Harbormaster position, of which they are annually responsible for generating \$1.8 million in annual revenues.

Recommended Motion:

To approve and authorize the reclassification of the Marina Manager & Deputy Harbormaster position, a Regular, Full-time, Exempt, Non-Union, Grade 18, position to a Regular, Full-time, Exempt, Non-Union, Grade 20, position in the Department of Parks, Recreation, and Waterfront.

City of Burlington Job Description

Position Title: Marina Manager and Deputy Harbormaster

Department: Parks, Recreation & Waterfront

Reports to: Waterfront Superintendent

Pay Grade: ~~2018~~

Job Code: 1199

Exempt/Non-Exempt: Exempt

Union

Union: Non-

General Purpose: This position is responsible for the daily operation, coordination and management of the Burlington Community Boathouse Marina, Perkins Pier Marina, Waterfront Parking liaison to DPW, Burlington Harbor, and supports daily operations within other parks and facilities as necessary, inclusive of Waterfront Park. ~~This position manages and supervises full time and seasonal staff associated with the operations of large scale events at Wwaterfront Ppark and ensures compliance with Act 250 requirements. This position is responsible for ensuring compliance with Act 250 requirements.~~

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.)

- Ensure proper handling of daily cash receipts/deposits for seasonal, commercial and transient slip rentals across the waterfront. Supervise the daily point of sale transactions of Dockmasters and seasonal supervisors.
- Manage all Marina and Parking revenue and expenditure budgets, ensuring our expenses are commensurate to our fiscal budget and our revenue goals are realistic and attainable. Implement operational changes to find revenue efficiencies and source out and implement new revenue generation concepts.
- This position is responsible for a significant portion of revenue generation for BPRW, and is critical to the success of all Divisions relying upon the successful acquisition of forecasted revenues for BPRW to meet budgetary expectation.
- Responsible for implementing budget tasks, including but not limited to, expenditure control and revenue forecasting. Recommend and implement annual fee increases as necessary for competitive advantage. Solicit quotes for capital improvements, price parts and supplies, while ensuring that operating budget is kept within expected levels. Recommend to Waterfront ~~Director~~Superintendent annual budget appropriations for ~~seasonal-staff and gate~~ operations, fee increases and provide revenue forecast for marina, parking and commercial contracts.
- Provide daily, weekly, monthly, quarterly and annual usage reports to the Waterfront

SDirectoruperintendent on marina, parking operations and commercial agreements.

- Manage daily operations of the Burlington Harbor and Marinas, including but not limited to, scheduling appropriate usage of Department vessels to ensure City policies are adhered to, mitigate vessel traffic issues in coordination with local and Federal officials, ensure inspections of docks, buoys, and moorings are completed annually, and schedule daily arrival and departure of transient and seasonal boaters.
- Directly Manage the process of recruitment, supervision, scheduling, training and evaluation of assigned all full-time and seasonal staff for the coordination of facility, events, marina and harbor management in accordance with union contract, personnel policy, and operating procedures of the Department.
- Regularly attends all BPRW event planning meetings, representing operational perspectives as necessary.
- Train and supervise staff in the operation of all vehicles, equipment, apparatus and technology applications necessary for effective facility and event operations.
- Prioritize Waterfront maintenance work requests, plan and execute specific Waterfront facilities projects and PFP/Capital projects as required. Specifically plan in advance to align the marina offseason with the heaviest project season.
- Develop, implement and review routine and preventive maintenance programs for Waterfront facilities and amenities. This is inclusive of immediate emergent needs, as well as short term and long--term planning for the Marina-related facilities, docks and Harbor equipment.
- Maintain material and supplies inventories for numerous products for Waterfront & Harbor facilities & amenities.
- Manage and set up construction projects for the Waterfront including obtaining permits, writing contracts, budgeting, awhile following the City procurement policy.
- Create and maintain a revenue generating waterfront advertising program bringing additional revenue to the waterfront.
- Ensure Event Staff, both FT and Seasonal, is compliant with ACT 250 for all Waterfront Park events. This can be achieved through prior planning, training and development of policy.
- Attend meetings and liaison with the other Department staff to ensure all operational aspects of Waterfront Event operations are addressed for successful and safe execution of Waterfront Park Events.
- Ensure training and devices are up to date to accurately capture, track and record sound decibel levels are compliant for all Waterfront Park events that utilize sound amplification devices, according to ACT 250 regulations. Empower staff to direct Events to alter the sound levels if needed.
- Schedule FT and seasonal staff to cover all shifts of Waterfront Park events, ensuring all coverage staff has adequate training to uphold the conditions of ACT 250 requirements.
- Represent Waterfront & Event Operations related to media requests and interviews, with understanding doing so is also representing BPRW and the City as a whole, while adhering to the City's Public Relations & Media Contact policy.
- Primary liaison with DPW Parking Services around BPRW paid lots to include Oakledge, Leddy, Pease, Coast Guard and Perkins Pier. Work includes but is not limited to signage, group sales, recommending enforcement through Parking Services, tracking revenue, and

other needs to ensure a smooth parking operation.

- Maintain the parking lots free of refuse, and ensure landscaping within the parking lots is completed.
- Recruit [full-time union staff and](#) seasonal staff for all areas of responsibility. Responsible for seasonal [and full-time](#) employee training and development and ability to recommend discipline or termination of [allseasonal](#) positions.
- ~~Develop training materials and schedules for all marina seasonal staff.~~
- Implement training and supervise seasonal staff for waterfront operations, including the use of the harbor master boat, point of sale computer systems, cash registers, workplace safety, evacuation protocols, MSDS, golf cart tractors, hand tools, materials etc.
- Responsible for contract management and Department representation of onsite commercial concessions. This includes, but not limited to, facilitating proper announcement of concession opportunities utilizing the RFP process, selection of vendors, direct contract oversight with selected concessionaire and any improvements to the site or operation that are required to satisfy contract terms. Supervise proper collection and disposal of solid waste, recyclables and compostable materials from Waterfront City facilities. Manage the shared use disposal site on the waterfront, and coordinate with appropriate Waterfront partners to ensure proper usage from all parties. Recommend to Parks Superintendent any necessary infrastructure improvements to aid in refuse collection.
- Schedule and aid in the collection of water samples at municipal beaches aboard Department vessels to ensure safety of users. Report findings to other staff members, as well as log and maintain records. Disseminate information to affected commercial contracts and Waterfront partners.
- Conduct daily on-site inspections to ensure the cleanliness, operability and safety of Waterfront facilities and parks.
- Supervise ~~seasonal~~ staffing [in](#) the setup and breakdown of facilities at the beginning and end of the season. Provide [Department Park Facility Maintenance team Specialist](#) with schedule of operations to ensure timeliness of required maintenance necessary for operations [when a broader team is required.](#)
- Daily management of seasonal boat slip and mooring waitlists database and revenues. Regularly maintain and update the waitlist through annual renewal notification. Evaluate and set renewal fees for all lists.
- Evaluate, determine and execute proper slip changes for seasonal boaters. Maintain database for requested slip changes by seasonal boat slip members.
- Develop and implement boater community events and other programmatic activities to foster a cohesive boater community at our facilities.
- Manage the purchase and maintenance of first aid and safety equipment, ensure compliance with OSHA and MSDS. Ensure employee and public safety at all times by implementing crowd control measures and training staff on all emergency procedures assuring facility compliance with all OSHA/BOCA/Municipal safety standards.
- Maintain working records related to Federal, State and local laws, regulations, guidelines and OSHA/VOSHA safety standards. Train seasonal staff on all requirements.
- Manage marina software for operations and financial accounting. Conduct regular social media outreach in accordance with our brand management.

- Respond to inquiries regarding facility and park uses, resolve conflicts that arise between users with competing agendas or needs, convey and enforce facility rules, etc. Successful mitigate any user issues that may arise through direct communication and effective customer service methods.
- Maintain a preventative maintenance program on all machinery and equipment within the facility. Coordinate directly with Maintenance staff to ensure the preventative maintenance plan is adhered to.
- Maintain appropriate inventory of supplies for the marina, gates and kiosks, restroom facilities and waterfront parks. Provide expense reduction alternatives when relevant.
- Manage a 24-hour operation from May through October. Manage staff that works both day and night and be prepared to receive necessary notification from staff at all hours.
- Responsible year-round for the Marina Facilities and surrounding areas. Manage Facilities Maintenance Specialist year-round to ensure all operations are prepared, ready and executed at the appropriate times. This is inclusive of scheduling installation of docks, breakdown of harbor equipment, onsite Event operations and successful operations of two Marina sites. Schedule appropriate facility renovations and upgrades in the Marina offseason, prioritizing as-needed repairs, facility requirements and efficiency related renovations in preparation for the next season.
- Contributes to capital planning process, participating in capital planning meetings with BPRW planners and outside consultants, including but not limited to civil engineers, landscape architects, historical and other planning consultants making recommendations for operational improvements to the Boathouse Marina, docks, buildings and related waterfront facilities.
- Participates in monthly BPRW manager meetings as scheduled by the Director of BPRW.
- Coordinates with Park Facilities Maintenance Manager to identify Waterfront facility and maintenance and repair priorities.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in Business Management, Parks/Recreation Management, Marina Management or similar degree. Three (3) year in marina operations, aquatic facilities, fast-paced business operations or outdoor-based park & recreation management experience requiredpreferred with at least two one (2+) years in a supervisory or leadership capacity managing financial obligations requiredpreferred. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Ability to work with complex software including development of new program systems and financial reporting functions.
- Previous experience working with the general public in an extensive public interaction environment is preferred.
- Ability to act as an ambassador of the Burlington Waterfront area to ensure the safety and enjoyment of all users in line with the Department's goals and objectives.
- Ability to obtain and maintain a valid driver's license and boating license required.
- Ability to operate on a highly proficient level in a Windows based operating system using

word-processing, spreadsheets and database software required.

- Ability to manage multiple tasks in a fast paced, high stress environment in a professional manner.
- Ability to communicate effectively and professionally both orally and in writing.
- Ability to provide professional and courteous customer service.
- Ability to work in and around water required.
- Ability to operate and monitor 2-way radio.
- Ability to manage ever-changing situations quickly and reasonably required.
- Ability to routinely work nights, weekends and holidays
- 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. Upon request for a reasonable accommodation, the City may be able to adjust or excuse one or more of these requirements, depending on the requirement, the essential function to which it relates, and the proposed accommodation.~~

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (specify 100 pounds)
x	hearing/listening	x	carrying (specify 100 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
	reading – basic	x	pushing/pulling
x	reading – complex		shift work
	math skills – basic	x	moving objects
x	math skills – complex	x	pressurized equipment
	writing – basic	x	extreme heat
x	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials

	<u>Task/Skill/ Ability</u>	<u>Frequenc y</u>		<u>Task/Skill/ Ability</u>	<u>Frequency</u>
X	<u>Seeing</u>	<u>Constant</u>	X	<u>Ability to lift and Carry, push or pull</u>	
X	<u>Color perception (red, green, amber)</u>	<u>Constant</u>	X	<u>0 – 5</u>	<u>Frequent</u>
X	<u>Hearing/listening</u>	<u>Constant</u>	X	<u>5 -10lbs</u>	<u>Occasional</u>
X	<u>Clear speech</u>	<u>Constant</u>	X	<u>10 - 25lbs</u>	<u>Occasional</u>
X	<u>Touch/ Dexterity -</u>	<u>Constant</u>	X	<u>25 - 50lbs</u>	<u>Occasional</u>
X	<u>Hand</u>		X	<u>50 - 75lbs</u>	<u>Occasional</u>
X	<u>Finger</u>		X	<u>75+ lbs</u>	<u>Occasional</u>
X	<u>Reading -</u>		X	<u>Analysis/ Comprehension</u>	<u>Constant</u>
	<u>Simple</u>		X	<u>Judgment/ decision making</u>	<u>Constant</u>
	<u>Basic</u>			<u>Utilization of pressurized equipment</u>	
X	<u>Complex</u>	<u>Frequent</u>	X	<u>Moving objects</u>	
X	<u>Writing -</u>			<u>high places</u>	
	<u>Simple</u>		X	<u>fumes/odors</u>	
	<u>Basic</u>		X	<u>hazardous materials</u>	
X	<u>Complex</u>	<u>Frequent</u>	X	<u>dirt/dust</u>	<u>Occasional</u>
	<u>Mathematics</u>		X	<u>vehicle operation</u>	<u>Occasional</u>
	<u>Simple</u>				
	<u>Basic</u>				
X	<u>Complex</u>	<u>Frequent</u>			
X	<u>Walk or move over distances under own power</u>	<u>Frequent</u>			
X	<u>within offices/ building or even terrain)</u>	<u>Constant</u>			
X	<u>outdoors or uneven terrain</u>	<u>Occasion al</u>			
X	<u>Work alone, under minimal supervision</u>	<u>Frequent</u>			
X	<u>Work directly and indirectly with others</u>	<u>Frequent</u>			
X	<u>Verbal contact with others</u>	<u>Constant</u>			
X	<u>Face-to-face contact</u>	<u>Frequent</u>			
	<u>Work outdoors in -</u>				

	<u>extreme heat</u>			
	<u>extreme cold</u>			
	<u>other adverse weather conditions</u>			

<u>Never</u>	<u>Occasional</u>	<u>Frequent</u>	<u>Constant</u>
<u>0%</u>	<u>1-33%</u>	<u>34-66%</u>	<u>67-100%</u>
<u>0%</u>	<u>equal or less than 2.6 hours</u>	<u>2.7 -5.2 hours</u>	<u>equal or greater than 5.3 Hours</u>
<u>* all times and %s are based on a the assumption of an 8 hour shift schedule</u>			

Supervision:

Directly Supervises: 1 FT union staff member, 25 Seasonal Indirectly Supervises: _____

Disclaimer:

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

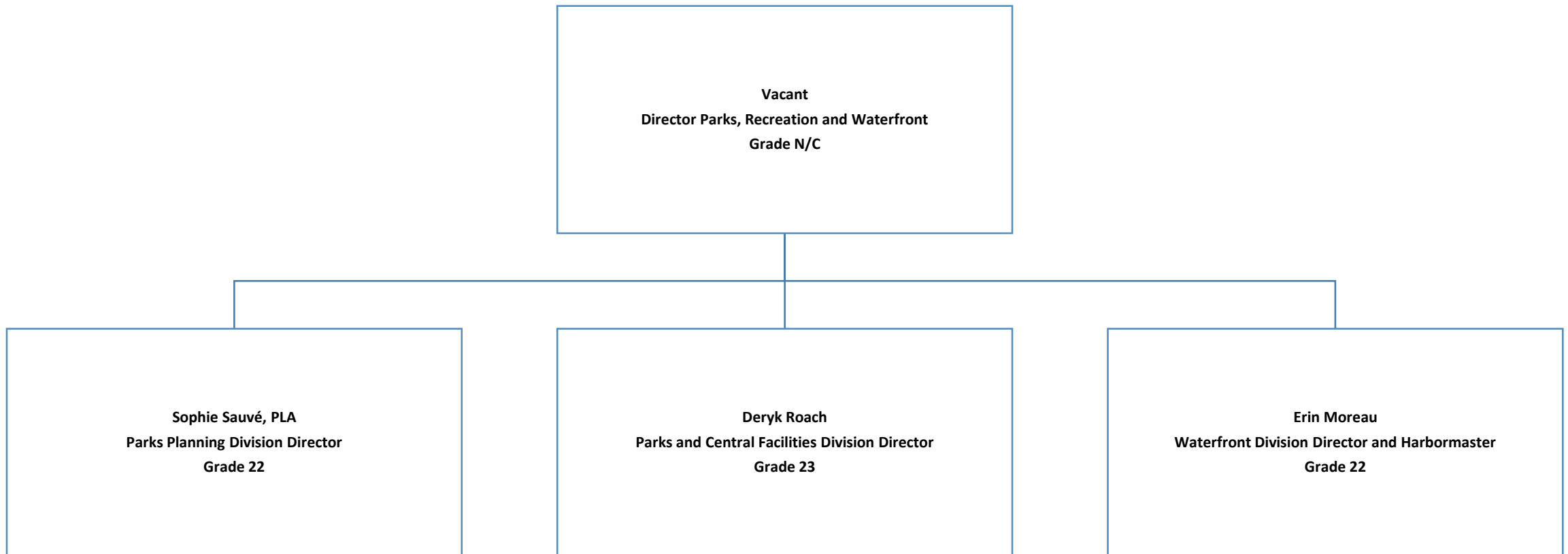
Approvals:

Department Head: _____ Date: _____

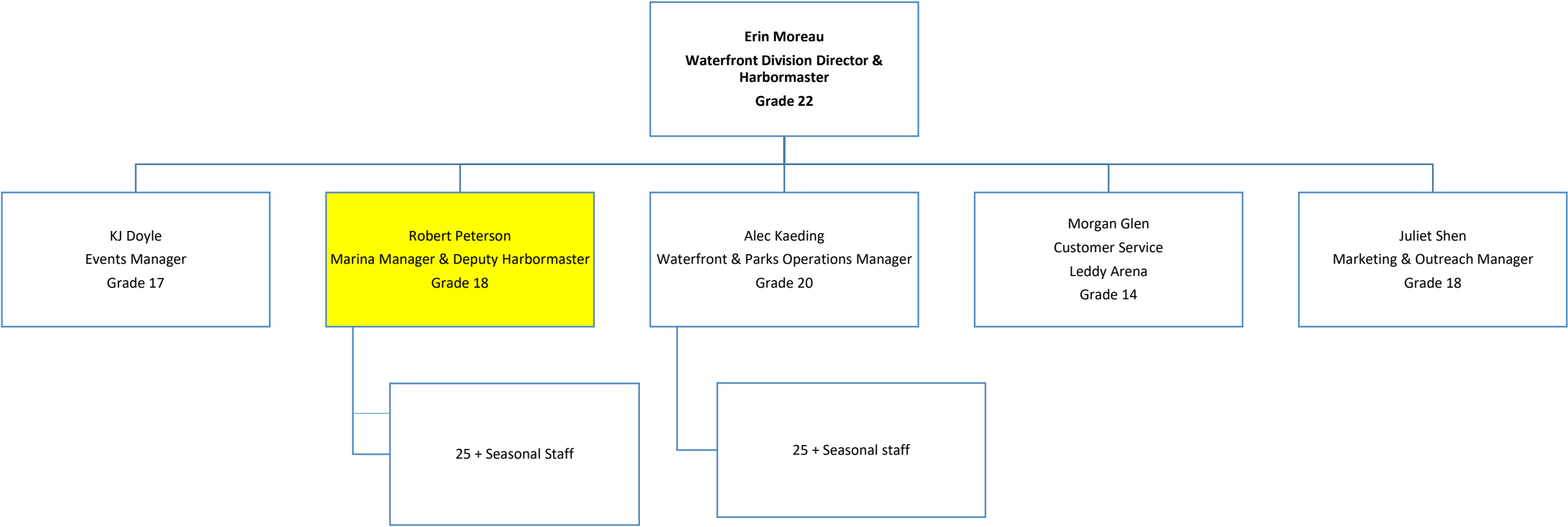
Human Resources: _____ Date: _____

(Created December 2012). Revised May 2017. Revised March 2019.Revised December 2019; revised August 2025

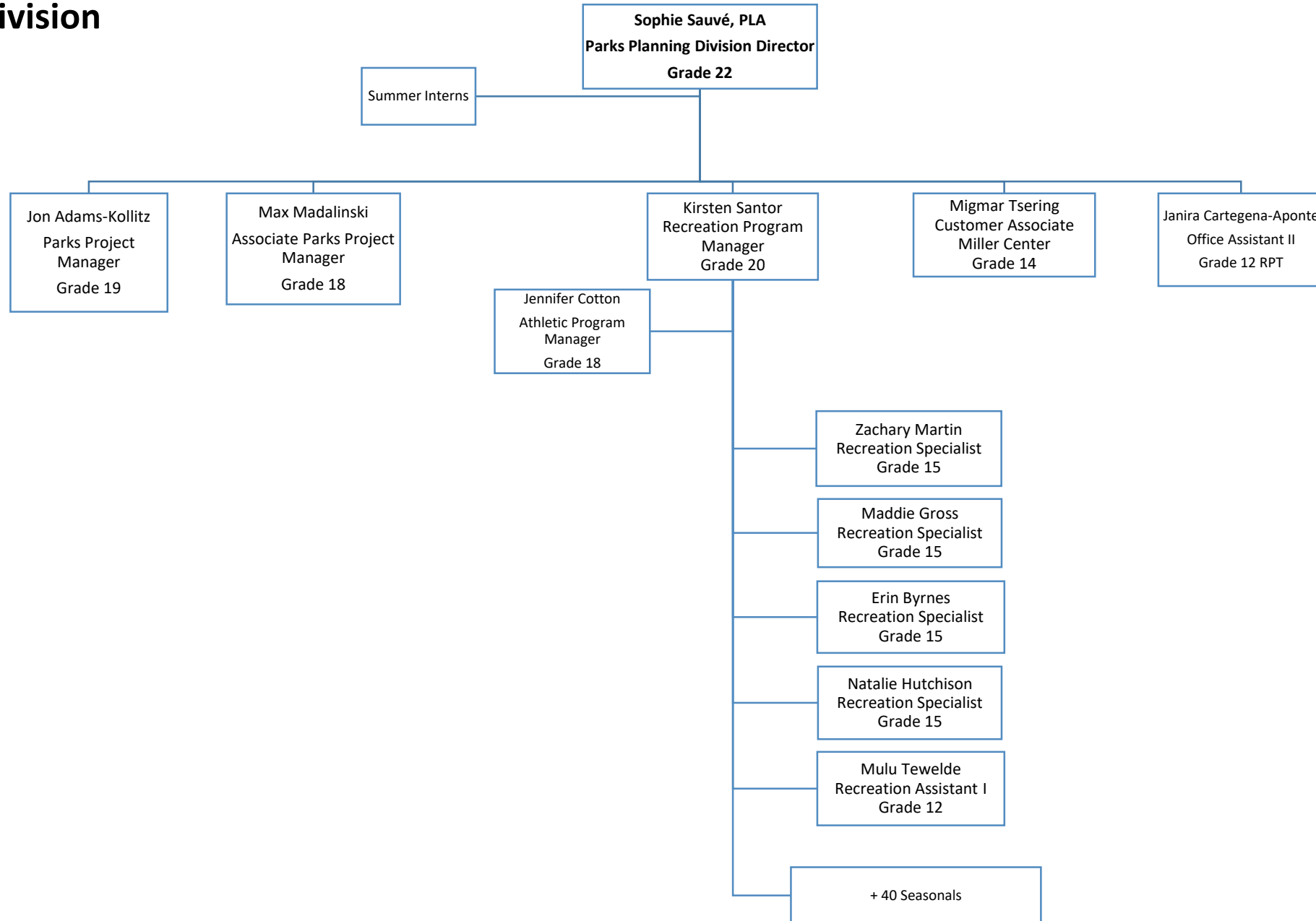
BPRW Leadership



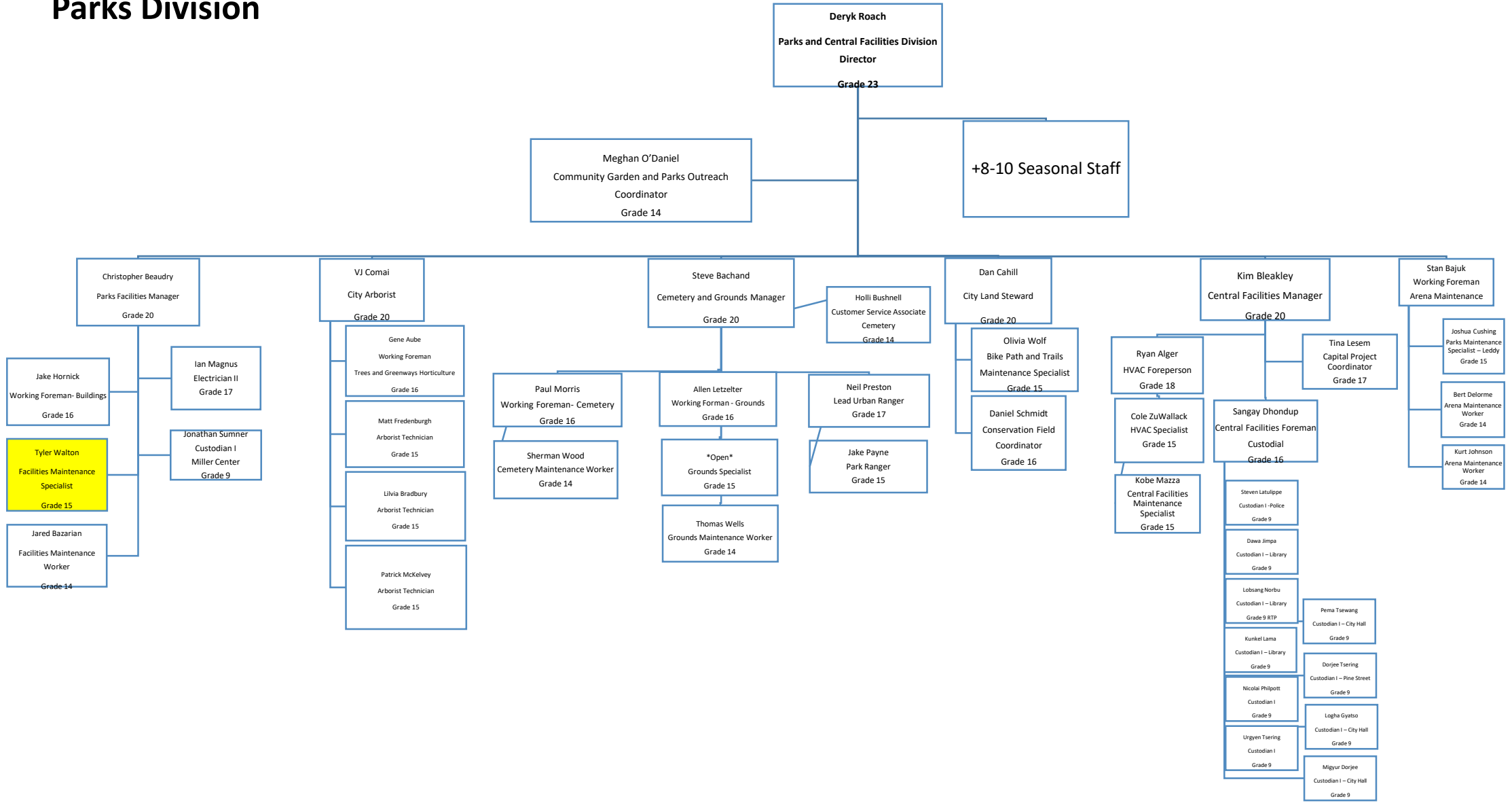
BPRW Waterfront Division



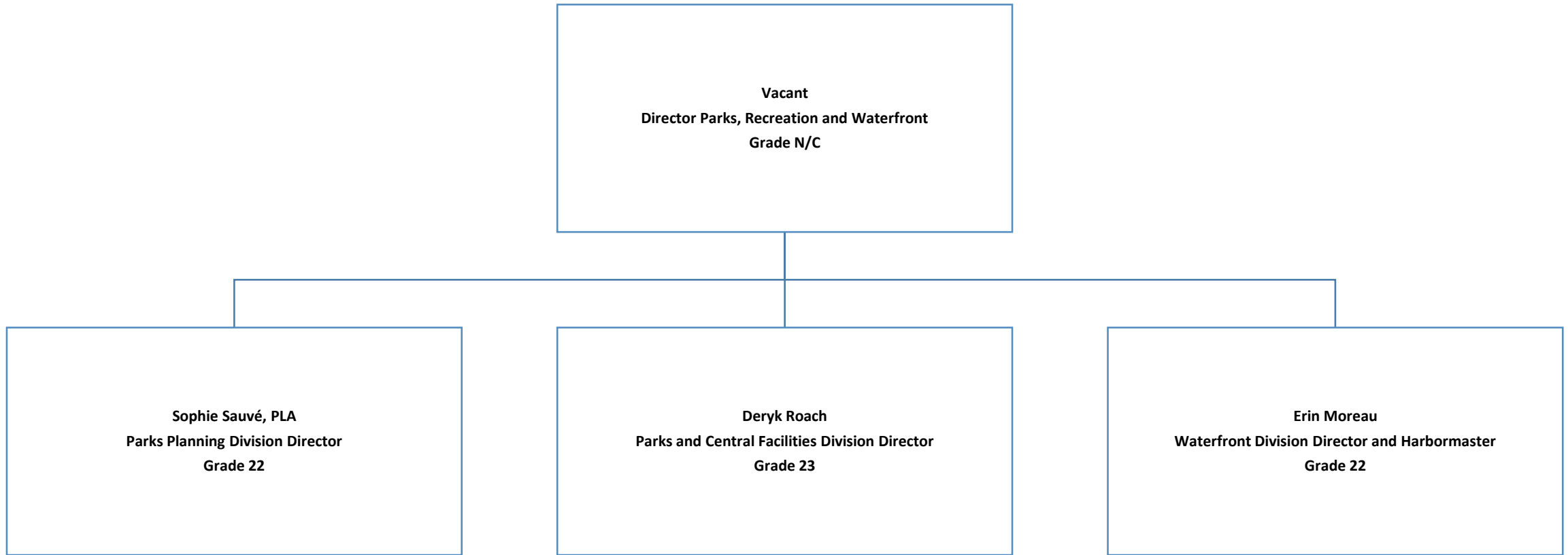
BPRW Planning Division



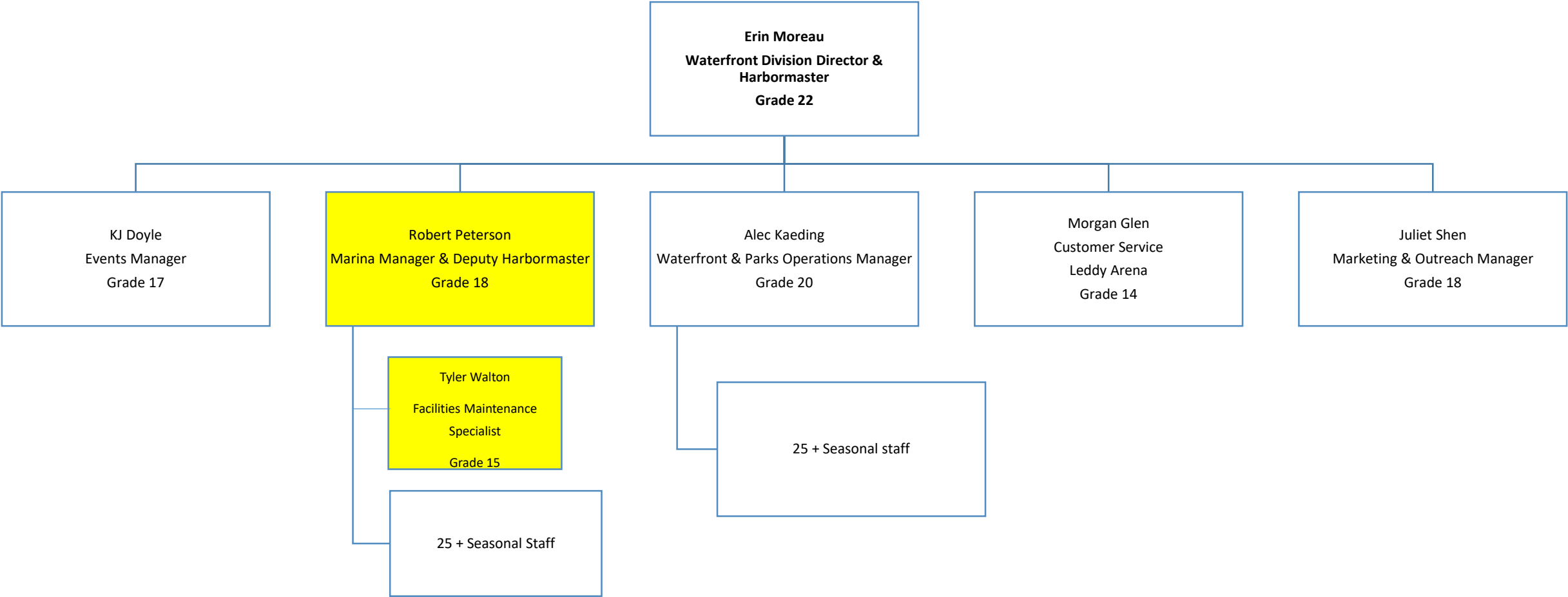
BPRW Parks Division



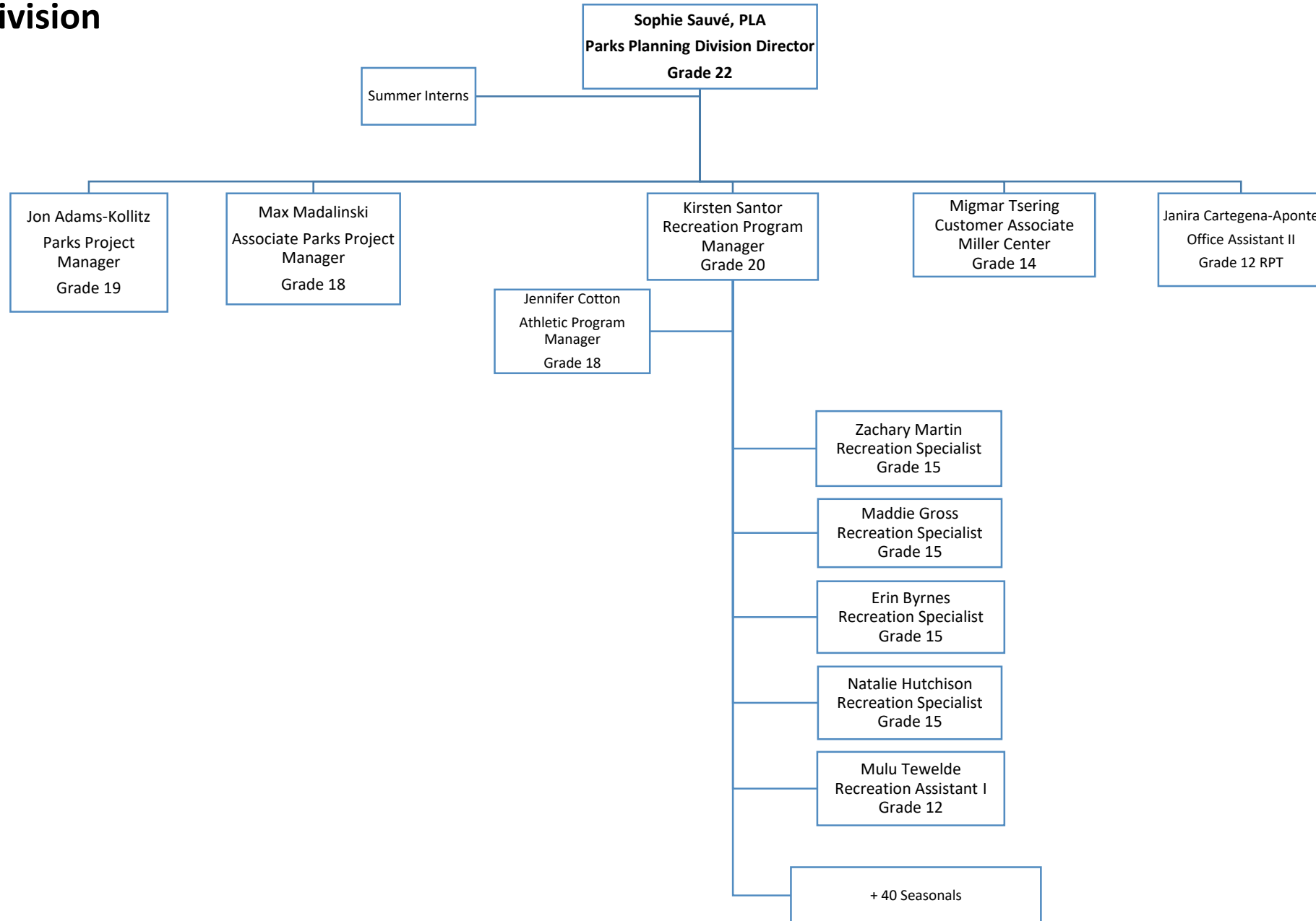
BPRW Leadership



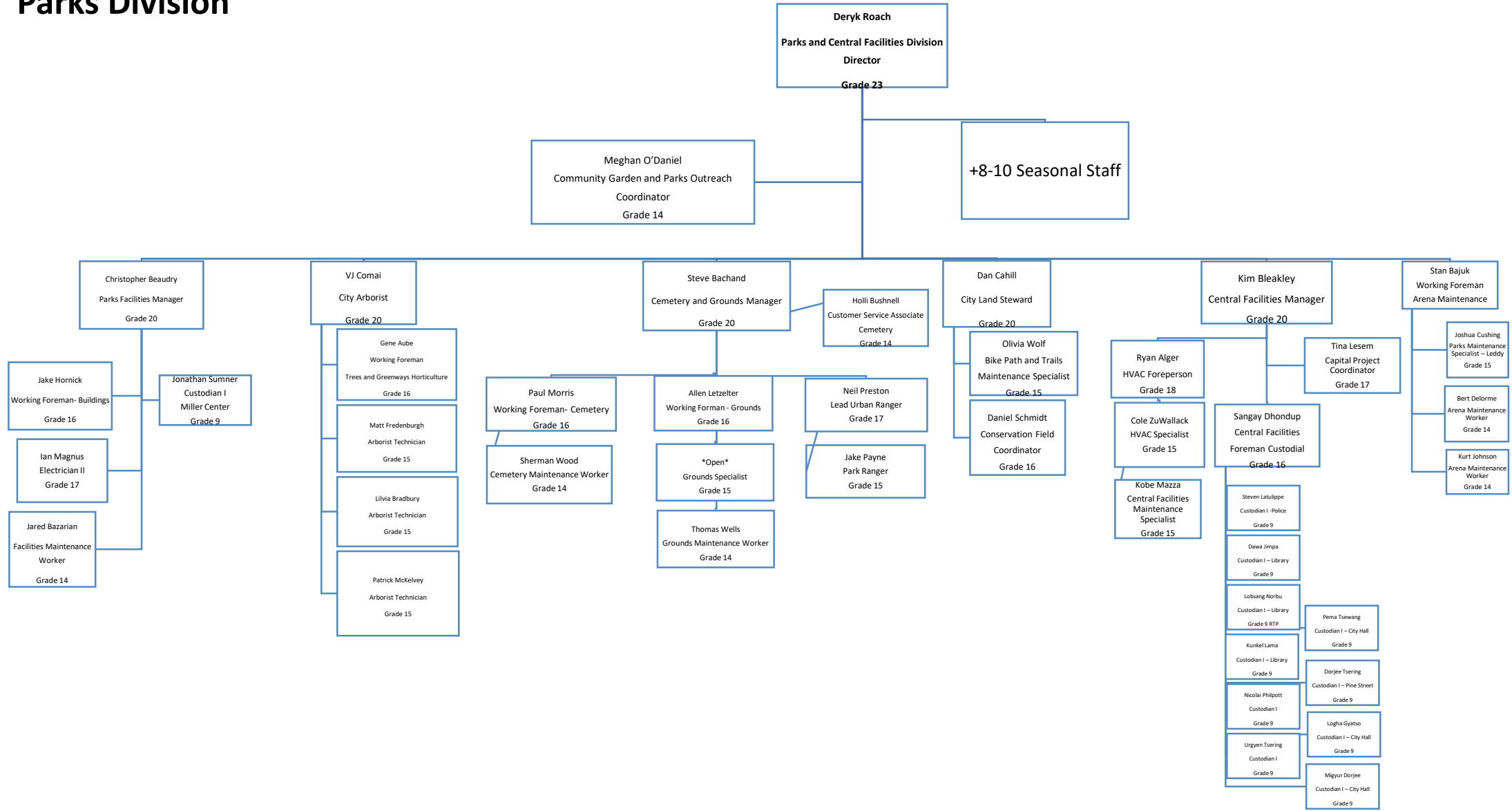
BPRW Waterfront Division



BPRW Planning Division



BPRW Parks Division



To: City of Burlington, Board of Finance

From: Nicolas Longo C.M.
Director of Aviation

Date: August 25, 2025

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

Request:

Patrick Leahy Burlington International Airport is requesting to reclassify the non-union regular exempt full-time position previously known as Deputy Director of Aviation – Administration by expanding it into 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 position; however the job description has been edited to better match the expectations of the role. These additions include the management of all leases and the direct coordination with the Director of Aviation of new lease negotiations. This position has been vacant for a few years now; in the absence of someone in this role, the Properties Manager and Customer Experience Manager both

report to the Director of Aviation. The Airport Leadership team will run more efficiently when this responsibility can be appropriately passed to the Deputy Director, as these positions oversee our Ambassador and Maintenance workers and require dedicated support to their departments.

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 reclassification, 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 Step 1-15	\$97,869.20 - 116,873.22	Grade 27 Step 1- 15	\$110,248.43 - \$131,728.29

Motions:

The Airport respectfully requests the following proposed motions:

Board of Finance

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

To: City of Burlington, Board of Finance

From: Nicolas Longo C.M.
Director of Aviation

Date: August 25, 2025

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

Request:

Patrick Leahy Burlington International Airport is requesting to reclassify the non-union regular exempt full-time position previously known as Deputy Director of Aviation – Administration by expanding it into 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 position, however the job description has been edited to better match the expectations of the role. These additions include the management of all leases and the direct coordination with the Director of Aviation of new lease negotiations. Also new, 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 which is not efficient.

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 reclassification, 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 Step 1-15	\$97,869.20 - 116,873.22	Grade 27 Step 1- 15	\$110,248.43 - \$131,728.29

Motions:

The Airport respectfully requests the following proposed motions:

Board of Finance

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

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

City of Burlington Job Description

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

Department: Airport

Reports to: Director of Aviation

Pay Grade: ~~24 (never filled)~~ 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.

~~The Deputy Director of Aviation Administration is responsible for aiding the Director of Aviation in oversight and management of airport related activities at the Burlington International Airport. 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, and negotiations, contracts, safety and security and customer service projects at the Burlington International Airport. This position coordinates related activities with all employees, tenants, federal, state, local agencies and other related aviation user groups.~~

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 for 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
- ~~Oversight of the overall business operation of the Airport, under the Director of Aviation; in the absence of the Director of Aviation, may temporarily serve as the Director of Aviation~~
- ~~Develops and recommends to the Director of Aviation: plans, policies, and programs designed to improve the efficiency and effectiveness of the Department.~~
- ~~Review plans and specifications for Airport Improvement Projects and coordinate appropriate approvals with the Director of Aviation~~
- ~~Coordinates with Deputy Director of Aviation for Operations on implementation of all construction projects and snow removal operations~~
- ~~Insure that relevant department projects are properly advertised and bid. Review pre-qualification of contractors, and recommend award of contracts.~~
- ~~Monitors and performs management oversight for all major construction projects; coordination with project managers is essential; including the Deputy Director of Aviation for Operations, and the Director of Engineering Planning and Sustainability other resident engineers and consultants to resolve any construction related issues that may occur during the course of a project.~~
- ~~Directs the Manager of Customer Experience, the Ambassador team, and maintenance of all airport owned properties~~
- ~~Directs the Manager of Properties and the work of the properties maintenance staff~~
- ~~Evaluates employee performance, counsel employees, and assists in recruitment activities in accordance with union contracts, personnel policy and operating procedures of the Department.~~
- ~~Oversees the professional development of staff to support their overall engagement, growth, and goal achievement.~~

- ~~Direct representation of the Airport at various public meetings as directed by Director of Aviation~~
- ~~Direct representation of the Airport through various media outlets.~~
- ~~Representation at all public City meetings in relation to the Airport, as required~~
- ~~Assists in preparation of grant applications for Federal and State funding under Airport Improvement, Passenger Facility Charge and other funding programs~~
- ~~Assists in the preparation of contract awards, amendments, change orders, claims and payment requests for engineering and planning projects.~~
- ~~Coordination of airport land acquisition projects and property management programs, including coordination with relocation assistance consultants, home owners, and tenants through the preparation of offer letters, purchase and sales agreements and other related communications.~~
- ~~Conducts the related activities necessary to administer Federal grant programs including preparation of grant applications, detailed submittal of payment applications, and project closeout documentation necessary to satisfy Federal requirements.~~
- ~~Maintains an inventory and monitoring system for the tracking of grants/contracts~~
- ~~Track contract payments, force accounts and all related expenditures.~~
- ~~Ensures timely reimbursement of grant funds from applicable agencies by having knowledge of federal processes and following up with respective Federal and State agencies. Review and coordinate timelines. Monitors deadlines and expiration dates.~~
- ~~Directs the negotiation of agreements with rental car companies encompassing the terms and conditions of their activity at the Airport, including rates and charges.~~
- ~~Develops and implements short and long term strategies to maximize non aviation revenues and increase customer satisfaction in accordance with the Airport's strategic business plan.~~
- ~~Direct negotiation and administration of all tenant leases and agreements; Property management techniques and tenant relationships, principles and practices of mediation, negotiation, and conflict resolution~~
- ~~Leads strategic planning and implementation of business initiatives for commercial land development, concessions and rental car activities, parking operations and redevelopment of existing facilities~~
- ~~Establishes and maintains effective working relationships with various airport users, tenants, and business partners as well as governmental agencies to ensure close coordination with regulatory demands, projects airport operations.~~
- ~~Maintains and supports a high level of customer service to peers, partners, and customers.~~
- ~~Establishes and maintains liaison with airport tenants.~~
- ~~Maintain contact with news media personnel during emergency situations such as power failures, snowstorms and aircraft incidents, as directed by the Director of Aviation.~~
- ~~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.
- ~~Bachelor's degree in Airport or Aviation Management, business administration, or related field.~~
- ~~At least five years of progressive, high level airport management experience with a commercial carrier airport is required.~~
- Three years of experience in financial accounting or project management.
- Experience with municipal or government finance and operations ~~required~~ 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 important.
- 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"/> amber) | <input type="checkbox"/> 50_ pounds (red, green, |
| <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:

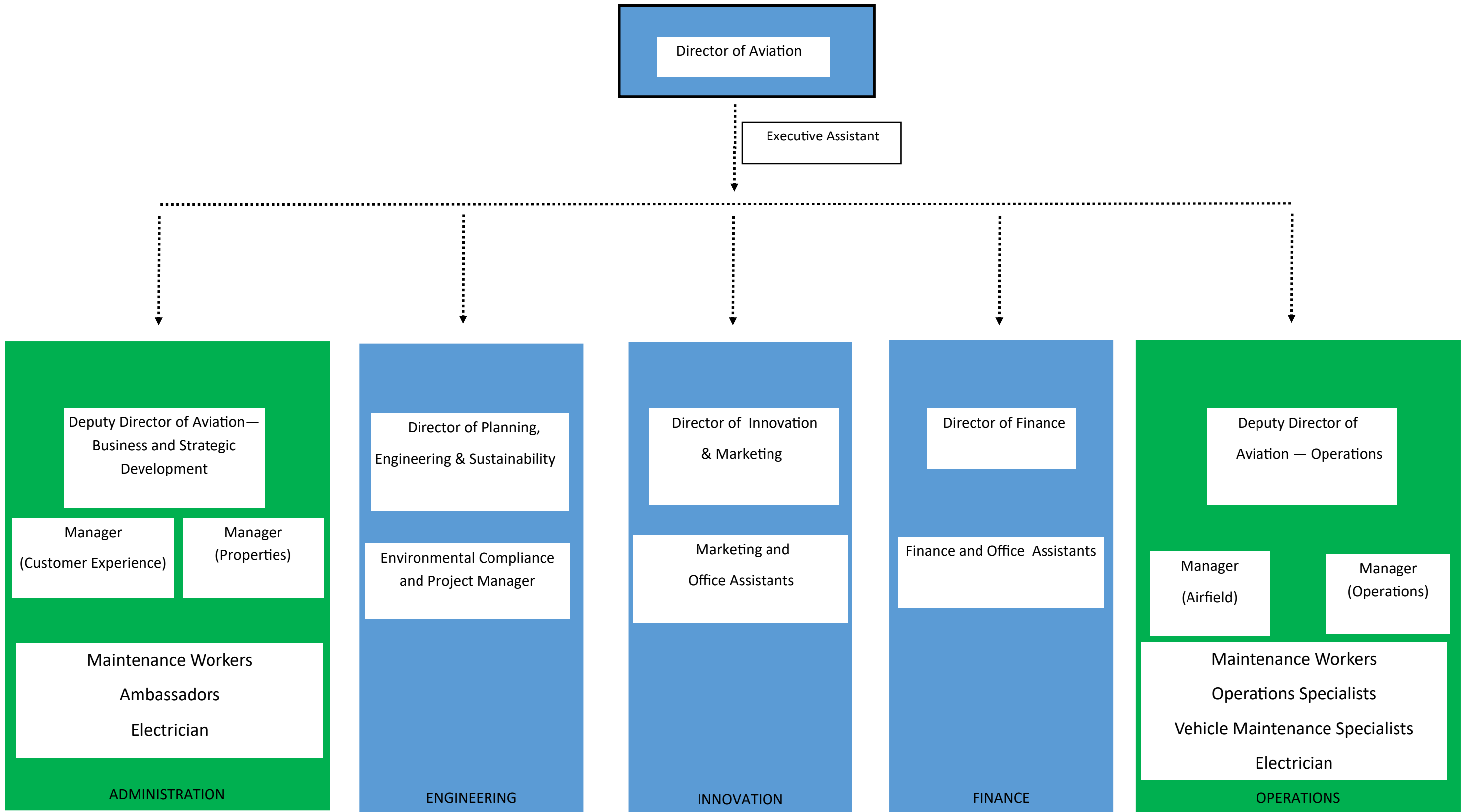
The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Revised [July, 2025](#)





OFFICE OF THE CLERK/TREASURER City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401
Voice (802) 865-7000; Fax (802) 865-7014; Deaf/Hard of Hearing 711

Date: August 25 & September 8, 2025

To: Board of Finance & City Council

From: Ashley Parker, Capital Program Director

Cc: Katherine Schad, Chief Administrative Officer
Erin Jacobsen, Chief of Staff
Kara Alnasrawi, CEDO Director
Joseph Turner, City Assessor
Stephen Donahue, Senior Accountant

Subject: Waterfront Tax Increment Financing (TIF) District Audits – Authorization for State Education Fund Payment

Background:

In 2022 the State of Vermont Auditors Office (SAO) conducted an audit of the City's Waterfront Tax Increment Financing (WTF TIF) District. The WTF TIF District audit covered fiscal years 2011-2021. One of the findings for this audit was that the City had underpaid the State Education Fund. Here are the details associated with this finding for the WTF TIF District:

WTF TIF District:

- Due to an understated Original Taxable Value (OTV) as reported by the City, and as a result of the New England Municipal Resource Center (NEMRC) software coding calculation errors from FY2018-2021, the City owes the Education Fund \$197,510.
- Payment should be made from the City's General Fund.

Historic Background of the City's Response and this Bill:

The WTF TIF District received the SAO's Audit findings in January 2023. At this point the City responded that it was going to challenge this payment. In May 2023, previous staff at the Vermont Economic Progress Council (VEPC) first made the City aware of the process required to formally contest audit findings. By the end of 2023, VEPC let the City know that it would require documentation to justify any items it was contesting. However, at this time the City began experiencing staff turnover in its TIF Administration and no documentation was provided. VEPC experienced its own staffing transitions which contributed to confusion and delays.

In January 2025, the City Attorney's office reached out to the State Treasurer's Office to contest a large portion of the owed amount, but that office responded noting it had no record of an outstanding amount due, therefore there was nothing for the City to contest. The City then met

with VEPC in February 2025 to discuss next steps, and VEPC indicated they were tasked with sending an invoice for the SAO's recommended amount to the State Treasurer's Office. The State Treasurer was then to bill the City directly for the amount owed.

The City finally received this bill from the State Treasurer's Office in June 2025. Upon receipt of the bill, the TIF Team and representatives of the City Attorney's Office further reviewed the files and realized that notice and an opportunity to contest the SAO's findings, as required by statute, had previously had been provided to the City in 2023. Unfortunately, at that time the City did not contest the findings and now that opportunity has passed and the amount owed must be paid.

In summary, since the Audit, the City did attempt to contest the findings, but due to staff turnover (in the City and at VEPC) and lack of timely response for details, staff are now recommending that the Education Fund Payment be made. Making this payment in a timely fashion is important as Part I of the WTF TIF has expired and the City expects another State Audit on WTF TIF in FY26.

- **The City will repay the State Ed Fund \$197,510 from its General Fund to resolve the underpayment issues noted in the State's WTF TIF District Audit.** The final payment of \$197,510 will come from the City's Unassigned Fund Balance (UAFB). As of the FY24 audit (most recent data available) the City's UAFB was \$6.15M (7.2% of annual operational costs). Please note that the Fund Balance Policy requires that the UAFB remains at 5-15% of the City's annual operational costs in order to be able to pay for these kinds of unanticipated expenses. **This adjustment will have no impact on the City's operations, nor will they trigger a need to increase tax rates.**

Future Considerations:

City staff intends to advocate with the State for an improved process related to NEMRC and how the state works with municipalities on TIF calculations and reporting. In the meantime, the City Assessor has implemented a model that works to ensure accurate calculations for both of the City's existing TIF Districts. Ensuring that there is a similar checks and balances system in place on the state side would ensure more reliable TIF District implementation and monitoring state wide.

Motions –

Board of Finance:

1. To approve and recommend that the City Council authorize the Chief Administrative Officer to take all necessary or convenient steps to ensure the repayment of the State Education Fund in the total amount of \$197,510 from the City's Unassigned Fund Balance, to resolve the underpayment issues noted in the State's WTF TIF District Audit.

City Council:

1. To authorize the Chief Administrative Officer to take all necessary or convenient steps to ensure the repayment of the State Education Fund in the total amount of \$197,510 from the City's Unassigned Fund Balance, to resolve the underpayment issues noted in the State's WTF TIF District Audit.

Resolution Relating to

RESOLUTION _____

APPROVING THE PLEDGING OF THE CREDIT OF THE CITY IN ANTICIPATION OF THE RECEIPT OF REVENUE FROM THE TRAFFIC DIVISION OF THE PUBLIC WORKS DEPARTMENT

Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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

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

1 That WHEREAS, pursuant to Section 62(a) of the Charter of the City of Burlington (the “City”), the credit
2 of the City may be pledged by temporary borrowing in anticipation of the receipt of revenue from the City’s
3 Traffic Division of the Public Works Department (the “Traffic Division”) for such division’s ordinary running
4 expenses during times in any fiscal year when there are not sufficient funds on hand to the credit of the Traffic
5 Division for the payment of such bills and accounts, or sufficient unappropriated funds in the City’s treasury
6 from which such accounts may be paid pending the receipt of revenues of the division sufficient to pay such
7 bills and accounts; and

8 WHEREAS, Section 62(a) of the Charter of the City permits the City to secure a temporary loan with a
9 pledge of its full faith and credit, and to commit to pay such temporary loan from the receipts from the
10 collection of the installment of property taxes or other taxes next falling due after the making of the loan or
11 other legally available sources; and

12 WHEREAS, the Parking Facilities Fund (General Ledger Account 265) (the “Parking Fund”) is funded
13 by parking garage and lot revenues and supports the operation and maintenance of the garages, and lots
14 managed by the City’s Public Works Department, utilizing no tax revenues; and

15 WHEREAS, revenues from garages and lots operated by the Public Works Department, after taking
16 into account the costs of maintenance and operation, have decreased resulting in a significant budget shortfall;
17 and

18 WHEREAS, existing Parking Fund balance has been used and a shortfall remains and is projected to
19 linger through Fiscal Year 2026, although the fund is expected to show a net positive in Fiscal Year 2025; and

20 WHEREAS, by resolution adopted September 9, 2024, the City Council authorized the issuance of a
21 temporary borrowing in the amount not to exceed \$2,500,000 in order to pay the ordinary running expenses of
22 the Traffic Division, and in particular the Parking Fund, as there will not be sufficient funds on hand to the
23 credit of the Parking Fund for the payment of such bills and accounts; and

Resolution Relating to

APPROVING THE PLEDGING OF THE CREDIT OF THE CITY IN ANTICIPATION OF THE RECEIPT OF REVENUE FROM THE TRAFFIC DIVISION OF THE PUBLIC WORKS DEPARTMENT

24 WHEREAS, pursuant to such authorization, the City issued its \$2,500,000 General Obligation
25 Revenue Anticipation Note Traffic Division, Series 2024 (Taxable), which matures September 12, 2025; (the
26 “Prior Note”); and

27 WHEREAS, the Director of the Public Works Department has requested that the City renew such
28 temporary loan in a principal amount of not to exceed \$2,500,000 in anticipation of revenues of the Parking
29 Fund in order to be able to pay the ordinary expenses of the Traffic Division, while the Public Works
30 Department explores methods to improve the balance of the Parking Fund;

31 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Burlington, Vermont, as
32 follows:

33 The Chief Administrative Officer is authorized to negotiate the terms and conditions with one or more
34 qualified banks or other financial institutions to provide a loan in the maximum principal amount of up to
35 \$2,500,000 to refinance the Prior Note and to provide working capital for the Traffic Division;

36 The City is hereby authorized and directed to borrow an amount not to exceed \$2,500,000 from a reputable
37 bank or commercial lender as the Chief Administrative Officer may approve (the “Loan”), and to issue a
38 revenue anticipation note and pledge the credit of the City for the repayment thereof (the “Note”), for the
39 purpose of refinancing the Prior Note and providing working capital for the Parking Fund. The Note shall be a
40 general obligation of the City and shall mature within one year from the date it is extended to the City. The
41 Loan shall be paid from the revenues received by the Parking Fund and if such amount is insufficient to pay
42 the Loan, the Loan may be repaid with tax revenues or other legally available funds. If the funds in the
43 Parking Fund are insufficient to repay the Loan, the Traffic Division will return to the City Council in a timely
44 fashion to resolve the issue. The Loan may be made on a draw-down basis, repaid and re-borrowed during
45 such one-year period as needed in order to pay the ordinary running expenses of the Traffic Division. The true
46 interest cost for the Loan as determined by the Chief Administrative Officer, the Director of Finance, or the
47 Assistant Director of Finance shall not exceed seven and one-half percent (7.50%) per annum;
48 In the event that the true interest cost of the Loan would exceed seven and one-half percent (7.50%) per
49 annum, the prior approval of the City’s Board of Finance shall be required; and

50 The Mayor and Chief Administrative Officer are, and each one of them is, hereby authorized and
51 empowered to execute and deliver the Note in the maximum principal amount of the Loan, together with any
52 renewal notes, as and when the Loan is renewed, if applicable. The Mayor and Chief Administrative Officer,
53 Director of Finance, and the Assistant Director of Finance, are, and each one of them is, hereby authorized and
54 empowered to execute and deliver (i) a loan agreement with the lender to evidence the Loan and the

APPROVING THE PLEDGING OF THE CREDIT OF THE CITY IN
ANTICIPATION OF THE RECEIPT OF REVENUE FROM THE TRAFFIC
DIVISION OF THE PUBLIC WORKS DEPARTMENT

55 repayment thereof, (ii) such documents and instruments as the lender may request in connection with the
56 Loan, in such form and with such terms as they deem necessary and in the City's best interest, and (iii) such
57 other documents and instruments necessary or convenient in connection with the Loan, subject to prior review
58 by the City Attorney or bond counsel to the City.

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*TM/Resolutions 2025/Approving the Pledging of the Credit of the City in Anticipation of the Receipt of Revenue From the Traffic Division of the
Public Works Department
8/21/25*



OFFICE OF THE CLERK/TREASURER

City of Burlington

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

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

To: Board of Finance and City Council
From: Bradley, Kukenberger, Director of Finance
Darlene Bayko, Assistant Director of Finance
Chapin Spencer, Public Works Director
Re: \$2.5M Revenue Anticipation Note
Date: August 25, 2025

Background:

As has been noted previously to these bodies, the Parking Facilities Fund (Fund 265) revenues were severely reduced, and in fact fell to nothing for many months during COVID. In total, this generated a loss of approximately \$1 million. This operating loss caused the Parking Facilities Fund to not meet the Debt Service Coverage Ratio requirements for its long-term bank loan issued on December 3, 2019. To avoid breaching a condition of our loan and causing a non-compliance issue with our lender and also potentially a negative effect to the City's Moody's credit rating, the City paid off this \$3.5 million loan on June 4, 2021.

In summary:

Parking Fund Balance – start of FY'21	\$1.2M
COVID Losses	(\$1.0M)
<u>Debt Payment</u>	<u>(\$3.5M)</u>
Deficit	(\$3.3M)

To handle the \$3.3M deficit, in May 2022, the City used \$1M of ARPA funds to cover COVID losses and Board of Finance and City Council approved a \$2.5M Revenue Anticipation Note (RAN) to handle the rest of the debt. This original RAN had a one-year term but was authorized by the Council in August 2023 to be renewed for an additional year. In August of 2024, this council authorized another year of interest only payments for another RAN. Given the Parking Facilities Fund COVID recovery has been slow, the CT office, the Department of Public Works (DPW) and the City's financial advisors, recommend renewing the RAN for an additional year. The City is finalizing details and will select a RAN with an interest rate below 7.5%.

While FY25 numbers are still being finalized, the Parking Facilities Fund is expected to show a net positive of around \$400,000. This positive change, along with an additional one-year note will allow the CT office and DPW to continue to work on their recovery strategy and multi-year plans that will position the City to secure a longer-term debt instrument that the Parking Facilities Fund can sustainably pay off.

The Parking Facilities Fund has budgeted for the required interest payments in the FY26 budget. Feel free to reach out with any questions.

MOTION:

BOF:

To approve and recommend that the City Council waive the reading and to adopt the proposed resolution approving the renewal of an existing revenue anticipation note for the Parking Facilities Fund, in an amount not to exceed \$2.5 Million and with an interest rate not to exceed 7.5%.

City Council:

To waive the reading and to adopt the proposed resolution approving the renewal of an existing revenue anticipation note for the Parking Facilities Fund, in an amount not to exceed \$2.5 Million and with an interest rate not to exceed 7.5%.

Board of Finance and City Council Submission Checklist

Brad Kukenberger, Director of
Finance/Darlene Bayko, Asst.

Department: Clerk Treasurer Office Submitter: Director of Finance

Title/Subject: \$2.5MM Parking Revenue Anticipation Note

	Approval:	Meeting Date:
<input type="checkbox"/>	Board of Finance	Click or tap to enter a date.
<input type="checkbox"/>	City Council	Click or tap to enter a date.
<input checked="" type="checkbox"/>	Concurrent	8/25/2025

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	08/18/25	Katherine Schad
Mayor's Office informed and approved memo	Yes	08/20/25	Erin Jacobsen
Board/Commission, if required	Yes	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/18/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	8/18/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

Resolution Relating to

RESOLUTION _____

Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

RATIFICATION OF TENTATIVE AGREEMENT AND
AUTHORIZATION TO EXECUTE COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE CITY OF
BURLINGTON AND FOP BPOA #021 (July 1, 2025 – June
30, 2028)

CITY OF BURLINGTON

In the year Two Thousand Twenty Five

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

1 That WHEREAS, the City and the Fraternal Order of Police, City of Burlington Police Association Lodge
2 #021 (FOP) have been negotiating the terms and conditions of a successor agreement to the Collective
3 Bargaining Agreement that expired on June 30, 2025; and

4 WHEREAS, the negotiating teams of the parties have reached a Tentative Agreement for a new three
5 year agreement, retroactively effective July 1, 2025 (unless otherwise specified); and

6 WHEREAS, the Fraternal Order of Police, City of Burlington Police Association Lodge #021 has
7 ratified this Tentative Agreement on July 23, 2025;

8 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby ratifies and authorizes Mayor
9 Emma Mulvaney-Stanak to execute a Collective Bargaining Agreement between the City and the FOP for a
10 three year period retroactively from July 1, 2025 to June 30, 2028, in substantially the form attached hereto,
11 subject to the final review and approval of the City Attorney and Chief Administrative Officer

12
13
14 Resolutions 2025/RATIFICATION OF TENTATIVE AGREEMENT AND AUTHORIZATION TO EXECUTE COLLECTIVE BARGAINING
15 AGREEMENT BETWEEN THE CITY OF BURLINGTON AND FOP BPOA #021 (July 1, 2025 – June 30, 2028)
16 08/04/2025

HUMAN RESOURCES DEPARTMENT
CITY OF BURLINGTON

200 Church Street, Suite 102, Burlington, VT 05401

Phone: (802) 865-7145

Fax (802) 864-1777

Vermont Relay: 7-1-1 or 800-253-0191



To: Board of Finance
City Council

From: Lynn Reagan, Interim Director of Human Resources
Jessica Brown, City Attorney
Joe Corrow, President of BPOA, Lodge #021

Date: August 21, 2025

Re: Ratification of tentative agreement

The City has concluded negotiations with the Burlington Police Officer Association (BPOA) regarding the collective bargaining agreement covering the period of July 1, 2025 to June 30, 2028. A tentative agreement has been reached and was unanimously voted in favor by the members of the BPOA on July 23, 2025.

A summary of the changes are outlined in the attached Memorandum of Agreement which include the key articles on wages, healthcare and lateral recruitment.

Thank you

Final
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA), entered into by and between the Fraternal Order of Police, City of Burlington Police Association Lodge #021, hereinafter "FOP" and the City of Burlington, Vermont, hereinafter "City" is the product of collective bargaining conducted pursuant to the provisions of the Vermont Municipal Labor Relations Act, for the purpose of reaching a successor collective-bargaining agreement to the July 1, 2022– June 30, 2025 collective-bargaining agreement. The successor collective-bargaining agreement shall be effective from July 1, 2025 – June 30, 2028. Except where specifically amended by the provisions and conditions of this MOA, all terms and provisions and conditions of the agreement in effect June 30, 2025, are to remain in full force and are incorporated into this MOA are effective upon ratification by the FOP and by the City Council, unless specifically stated otherwise.

ARTICLE II - NON-DISCRIMINATION

2.1 Neither the City nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of that employee's race, religion, creed, color, national origin, age, sex, sexual orientation, gender identity, pregnancy, physical or mental health disability that may be accommodated reasonably, place of birth, use of family or medical leave, military obligation or veteran status, or any other protected characteristic under Vermont or federal law.

ARTICLE VI - PROBATION AND PROBATIONARY PERIODS

6.4 Employment Contract **(section removed from the collective bargaining agreement (CBA)**

ARTICLE VII - FILLING OF VACANCIES

7.4 Regular and Senior Police Officer. After completion of the probationary period, a new employee shall assume the position of full-time police officer. After the completion of three five (5) years of continuous service (including the probationary year), an officer shall assume the title of senior police officer. The title of senior police officer shall not be considered a promotion but shall represent that the officer has completed the requisite years of service with the Department to assume such title.

7.6 Employees with more than three years' law enforcement experience, including at least one year with the Department, shall be eligible to be assigned as Field Training Officers. They will be responsible for performing the related duties of a Field Training Officer when assigned to train a new employee. Field Training Officers will receive a minimum of thirty-two (32) hours of related training at an

38 approved training course. In the event of a lack of qualified Field Training Officers, the Department may
 39 delegate the related field training responsibilities to other employees with more than three years' time in
 40 service with the Department. If no qualified Field Training Officer is on shift with a trainee, the Officer in
 41 Charge shall assign the trainee to observe another officer. To be selected as a Field Training Officer after
 42 execution of this agreement, an officer must submit and management will consider the following: the
 43 candidate's evaluations, referrals from supervisors, the candidate's written knowledge test, and the
 44 candidate's successful score on a patrol procedures practical exam drafted -by consensus of the
 45 Department and Union experts in the field, with the final approval of the Chief. Officers exercising field
 46 training officer responsibility or assigned an officer in training shall be paid an extra \$~~50.00~~ \$100.00 for
 47 each day of such duty.

48

49

ARTICLE IX - RATES OF PAY

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9.1 Effective retroactive to July 1, 202~~25~~5, for those employees on -the Department payroll as of
 the date of execution of this Agreement, a ~~cost of living~~cost-of-living adjustment (COLA) shall be
 applied to base pay as follows:

53

For FY2~~63~~7 (July 1, 202~~52~~5 to June 30, 202~~63~~7) ~~124.75%~~

54

For FY2~~74~~4 (July 1, 202~~63~~7 to June 30, 202~~74~~4) ~~54.75%~~

55

For FY2~~85~~5 (July 1, 202~~74~~4 to June 30, 202~~85~~5) ~~35.5%~~

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9.3 Commencing March 27, 2006, there shall be a shift differential in the amount of \$1.30 per
 hour for all regularly scheduled evening shift hours. There shall be a shift ~~differential in~~differential in the
 amount of \$1.45 for all regularly scheduled midnight shift hours and commencing on the date of
 execution of this agreement, for any airport shift hours prior to 7:00 am. There shall be a shift differential
 in the amount of \$1.00 per hour for all regularly scheduled day shifts worked on Saturdays and Sundays.
~~Shift differentials shall not apply when an employee is on any paid or unpaid leave or for hours worked on~~
~~callbacks.~~

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Shift differentials shall apply only to time actually worked on regularly scheduled eligible shifts,
 and ~~to sick leave taken in lieu of time actually worked on a regularly eligible rescheduled shifts. shall not~~
~~apply when an employee is on any paid or unpaid leave. Shift differentials shall not apply for an~~
~~employee's or for~~ hours worked on callbacks, nor shall they apply to employees regularly scheduled to
 work day shift, regardless of the hours actually assigned and worked on day shift.

101 a. Operational Necessity Exception: In circumstances where an employee is
102 required to work beyond fifteen (15) consecutive hours due to an operational necessity, the
103 voluntary shift limitation in Section 1 shall not apply. Operational necessity includes but is not
104 limited to: assisting with major or critical incidents as determined by the OIC, holdovers due to
105 limited staffing, or emergencies as determined by the Chief of Police or the highest ranking
106 officer on duty.

107
108 3. Time-off Period and Administrative Leave: Any employee held over past fifteen (15)
109 consecutive hours due to an operational necessity shall be granted a minimum period of nine (9)
110 hours off before returning to duty. Upon return, the employee shall conclude their shift at the
111 originally scheduled end time. Any hours not worked due to this adjusted schedule shall be
112 compensated as administrative leave by the employer.

113
114 10.9 Scheduling

115 E. Intradepartmental Transfers.

116 Transfer assignments, an assignment of one (1) year or more, shall be made by the Chief
117 pursuant to the following procedure:

118 1. The Chief will inform the Association that an opening will be posted, and
119 then a notice announcing the opening shall be posted within the Department.

120 a. Chief's Assignments: For those officers performing an
121 assignment that directly reports to the Chief, the notice will describe the length (which
122 may not exceed three (3) consecutive years) and nature of the assignment and will not be
123 subject to the rest of the provisions of ~~this subsection.~~ Article 10.9E. Assignments
124 directly reporting to the Chief will be limited to up to three (3)-sworn personnel at a time
125 and ~~will not~~ will not take the assigned employees out of the bargaining unit. Assignments
126 directly reporting to the Chief shall be selected by them in their sole determination and
127 discretion.

128 b. Interested employees with a minimum of three (3) years
129 of service, at least one (1) year of which must be Burlington Police Department Service at
130 the time of the posting, who are not otherwise ineligible for such assignments, shall
131 submit a letter of intent to be considered a candidate for the Chief's assignment, if the
132 Chief determines a process is necessary.

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5. Temporary Transfer Assignments: An assignment of less than one (1) year shall be considered a temporary transfer assignment. In order to be eligible for a temporary transfer assignment, an employee must have a minimum of three (3) years of law enforcement experience, with at least one (1) year Burlington Police Department experience. When a temporary transfer assignment becomes available, it shall be posted within the Department and employees will be given the opportunity to express interest in the assignment, although the assignment may be filled unilaterally by the Chief. If no eligible employee expresses interest in a temporary transfer assignment, an employee who would not otherwise be eligible may be assigned. Once an employee has completed a temporary transfer assignment, the employee will not be eligible for another temporary transfer assignment until a time period equal to the length of the employee's last temporary transfer assignment has passed. ~~If not eligible employee expresses interest in a Temporary Transfer Assignment, an employee who would not otherwise be eligible may be assigned.~~ Employees who have completed temporary transfer assignments are eligible for transfer assignments once they have completed or separated from their current temporary assignment.

H. Airport Staffing

All law enforcement work required by the FAA, TSA, or other federal or state entities at the Patrick Leahy Burlington International Airport (BIA) and all other police work requested by BIA shall be provided by police officers of the Burlington Police Department, when and if feasible and staffing at other locations within the City allows, as determined by the Chief of Police. All officers assigned to BIA shall have the same standard minimum hours as they would in another shift in the City. Officers shall bid for shifts at BIA consistent with current practice for full-time assignments. Any specialized training to comply with current FAA or TSA requirements will be provided by the Department.

The ~~Department~~City will staff the BIA as required by the FAA or TSA and requested by airport personnel when staffing within the Department allows, but in any event with no less than ~~six~~four full-time assignments. If the BIA requires additional sworn officers per regulation, the BIA can contract these services with outside agencies meeting the minimum requirements as set by the Chief of Police. The Burlington Police Department has the right to first refusal when staffing the BIA. If the BIA needs to contract services with an outside agency due to t-he Burlington Police

165 Department not having available staffing, the BIA and Deputy Chief of Operations will evaluate
166 the staffing needs prior to the start of each tour. Any request to reduce staffing below this level
167 will be subject to future bargaining.

168 Officers assigned to BIA will follow the procedures outlined in Section 10.9 above except that:

- 169 1. An officer assigned to BIA may remain in that assignment for up to two
170 consecutive years.
- 171 2. An officer may stay on the same shift for two consecutive tours, then
172 move to another shift within the airport.
- 173 3. An officer remaining at the airport for two years must return to Uniform
174 Services downtown and remain there for two tours before reapplying to the
175 airport.

176

177 ARTICLE XIII - LEAVES

178 SICK LEAVE

179 c. Employees may use accrued sick leave to care for a parent, grandparent, spouse, domestic
180 partner, child, brother, sister, parent-in-law, grandchild, foster child, or household member
181 because the school or business where that individual is normally located during the employee's
182 workday is closed for public health or safety reasons.

183 d. (line left blank on purpose)

184 e. Sick/Vacation Time Donation Program

185 Employees covered under this agreement may voluntarily donate accrued sick or vacation leave
186 to another employee within the bargaining unit who is experiencing a qualifying hardship or
187 emergency, subject to the following conditions and limitations:

188 1. Eligibility for Donation:

189 Sick or vacation leave donations may be made to a sick leave pool to be used by
190 an employee who:

191 Is suffering from a serious health condition or injury, or whose
192 immediate family member (as defined under the Family and Medical Leave Act or
193 Vermont Parental and Family Leave Act) has a serious health condition requiring
194 the employee's care and has exhausted all of their accumulated sick leave, has
195 exhausted all but one (1) week of their vacation leave, and has a reasonable
196 expectation of returning to work within three (3) months of their last paid and/or

197 vacation leave day and is not currently receiving workers' compensation
198 benefits.

199
200 2. Donation Process:

201 - The maximum amount of leave that can be donated by one employee in a
202 calendar year shall not exceed one-hundred twenty (120) hours, unless
203 otherwise approved by the Chief or their designee.

204 - Any employee may donate sick leave or vacation leave time to the pool but
205 must have at least one (1) week of vacation and one (1) week of sick time
206 remaining after any donation.

207 - Donations may be made any time throughout the year and must be made in
208 blocks of eight (8) hours.

209 - The sick leave pool will accumulate from year to year, rolling over on a fiscal
210 year basis.

211 - The identity of the donors and recipients shall remain confidential.

212
213 3. Limits on Usage by Recipient

214 - Donated sick or vacation leave may only be used for the purposes outlined in
215 Sections 13.1(a) and 13.17 of the CBA.

216 • Recipients may not receive more donated leave than is reasonably
217 necessary to cover the duration of the hardship or emergency.

218
219 4. Approval and Administration

220 - Requests for donated leave shall be reviewed and approved by the Department
221 Head and the Director of Human Resources, or their designees, to ensure
222 compliance with this policy and applicable laws.

223
224 - The program shall be administered in a manner consistent with the
225 requirements of Vermont labor law, including ensuring that participation is
226 strictly voluntary and that there is no coercion or undue pressure placed on
227 employees to donate.

228

229 5. No Cash-Out or Reimbursement

230 - Donated sick/vacation leave has no cash value and cannot be cashed out or reinstated
231 to the donor once transferred.

232

233 WELLNESS BONUS

234 13.4 c Completion of annual online risk assessment/~~Know Your Numbers campaign~~ by the stated
235 deadline -- \$100.00. Deadline will be identified each year no less than three (3) months after start of fiscal
236 year.

237

238 BEREAVEMENT LEAVE

239 13.11 The purpose of bereavement leave is to enable an employee to take care of personal
240 arrangements, ~~and problems caused by death of an immediate member of their family and to relieve~~
241 ~~the employee of the concern over loss of earnings on the regularly scheduled work days immediately~~
242 ~~following the death. and attend funeral services, and have adequate time for emotional grieving~~
243 ~~following the death of a family member.~~ If a death and/or funeral occurs during the employee's
244 vacation, additional vacation days to make up for those used for bereavement leave will be granted.

245 13.12 Upon the death of an employee's spouse, child/~~step-child~~ or domestic partner, the
246 employee may ~~request~~request, and the Department Head will grant bereavement leave of up to ten
247 (10) working days immediately following such death without loss of pay. This leave may be taken
248 consecutively or non-consecutively within 30 calendar days of the death to accommodate travel or
249 delayed funeral arrangements. Domestic partnership shall be recognized for purposes of this Section
250 when it is determined by the Department Head that the criteria established by the City for
251 recognizing domestic partnerships to establish eligibility for employee- benefits can be met.

252 13.13 Upon the death of an employee's parent, the employee may request up to and the
253 Department Head will grant bereavement leave up to five (5) working days immediately following
254 such death without loss of pay. This leave may be taken consecutively or non-consecutively within 30
255 calendar days of the death to accommodate travel or delayed funeral arrangements.

256 13.14 The Department head will grant, upon the request of an employee, up to three (3)
257 working days bereavement leave without loss of pay upon the death in the employee's immediate
258 family of the employee's stepmother, stepfather, foster mother, foster father, father-in-law,
259 mother-in-law, grandmother, grandfather, sister, brother, or other relative living in the same
260 household, or upon the death of the employee's aunt, uncle, cousin, brother-in-law, or sister-in law.

261 [This leave may be taken consecutively or non-consecutively within 30 calendar days of the death to](#)
262 [accommodate travel or delayed funeral arrangements.](#)

263 13.15 Upon the request of the employee, the Department Head may grant up to one day leave
264 with pay for the employee or their spouse to attend the funeral of a personal friend or member of
265 the employee's [or their spouse's or domestic partner's](#) family not mentioned herein.

266 13.16 Notwithstanding the above, the Chief may authorize additional bereavement leave based
267 upon individual employee circumstances [such as extended travel requirements or delayed funeral](#)
268 [arrangements](#). An employee, in addition to the above defined leave, may utilize vacation to
269 supplement bereavement- leave.

270 a. [In cases where an employee requires additional time for grieving or to attend to family](#)
271 [matters related to the death, they may request to use accrued sick leave or unpaid leave,](#)
272 [subject to approval by the Department Head.](#)

273

274 ARTICLE XIV EMPLOYMENT BENEFITS

275 HEALTH BENEFITS

276 14.3 The City is currently self-insured for health insurance with a third-party administrator that
277 handles review and payment of claims, with benefits as described in the [benefit summary plan](#)
278 [documents posted on the City Human Resources web page.](#) ~~materials attached as Appendix E, which~~
279 ~~includes the changes to prescription co-pays as noted. The City also currently offers dental benefits~~
280 ~~through Delta Dental.~~ The City may alter the [sponsorship carrier](#) of the health care plan so long as the
281 benefits and employee contributions are
282 substantially equivalent to those outlined ~~in this section and Appendix E on the City Human Resources~~
283 [web page webpage.](#)

284

285 14.5 Employees shall contribute a set percentage of the total cost of the City's Health Fund
286 Budget (Fund 150) ("the total cost of healthcare benefits") by withholding of a percentage of their wages,
287 said contribution to be made on a pre-tax basis, based on the following schedule:

288 ~~20% of the total cost of healthcare benefits.~~

289 [Employees shall contribute 20% of the total cost of healthcare benefits, provided that](#)

290 ~~Notwithstanding the above, during the term of this contract,~~ the individual employee

291 contribution shall not exceed 6.5% of the employee's wages.

292 Healthcare benefit costs shall be based on the applicable premium tier for each employee, as
293 follows, effective July 1, 2025:

- 294 • Single coverage: \$949.03/month
- 295 • Single + 1 coverage: \$1803.16/month
- 296 • Family coverage: \$2,657.29/month

297
298 Premium rates shall be calculated annually by the City's benefit plan advisor based on plan renewal
299 information, and information and updated accordingly each fiscal year.

300 ~~In addition, if at the end of each fiscal year, the total contractual contribution made by all~~
301 ~~employees exceeds 20%, the overage will be credited to the total employee contribution in the following~~
302 ~~fiscal year, thus reducing the percentage of wages required from employees that next FY.~~

303
304 14.7 An employee who has available from another source basic medical, hospitalization, surgical
305 insurance and major medical coverage shall have the option of dropping coverage under the City's health
306 insurance program and receiving in lieu thereof an annual payment in the amount of \$800.00. ~~Payment~~
307 ~~may be in cash, or deposited in the employee's flexible spending account. An employee must be covered~~
308 ~~by City health insurance for at least twelve (12) months prior to electing to use this buyout.~~ An employee
309 exercising this option must furnish to the City proof of alternative adequate health insurance coverage
310 ~~and must not be receiving health insurance coverage as a covered dependent through the City of~~
311 ~~Burlington.~~ This election must be made by the employee annually on a form to be provided by the City.
312 The form will contain a disclosure warning the employee of the risks of dropping the City's health
313 insurance program in favor of the cash-out option. If the employee has a spouse covered under the City's
314 health insurance program, the employee may not elect this cash-out option unless the employee's
315 spouse signs and delivers to the City a written consent thereto. If the employee is under a legal obligation
316 to provide health insurance through the program for the benefit of children or a former spouse pursuant
317 to a court order or otherwise, the employee may not elect this cash-out option without the consent of
318 the court, former spouse and/or guardian of the children. The City will make available to all bargaining
319 unit employees an individual knowledgeable about health insurance benefits to counsel and advise those
320 employees interested in electing this cash-out option. Any employee who has elected this cash-out option
321 may cancel it if the alternative coverage from the other source should become unavailable to that
322 employee at any time. The cash payment called for under this option shall be payable by the City to the
323 employee in ~~monthly~~weekly installments.

324

325 LIFE

326 14.9 The City shall provide each eligible employee with a paid group life insurance policy in an
 327 amount equal to ~~two-four~~(4) times the employee's salary at the time of death up to a maximum of
 328 \$~~41~~00,000. The City shall also provide accidental death and dismemberment coverage for eligible
 329 employees. In the event of an accidental death occurring in the employee's line of duty, the employee's
 330 survivor(s) shall receive an amount equal to four (4) times the employee's annual salary, to a maximum of
 331 \$200,000. The City reserves the right to provide this life insurance through a self-insured plan or under a
 332 group insurance policy or policies issued by an insurance company or insurance companies selected by
 333 the City.

334

335 PENSION

336 14.22 The City shall keep in effect a Retirement Ordinance throughout the duration of this
 337 Agreement. The benefit levels provided therein shall remain unchanged from those that existed on June
 338 30, 1991, except ~~as follows~~as follows:

339 A. All BPOA Employees:

340 1. Employees shall contribute to the Burlington Employees' Retirement System (BERS) a
 341 percentage of their base salary plus certain wages due as overtime compensation as defined below in
 342 subsection a, together known as "eligible wages". The total contribution required from both the City (the
 343 Actuarially Determined Employer Contribution (ADEC)) and employees will be based on the annual
 344 system valuation prepared by the City's actuaries.

345 Employees shall contribute a percentage so that all employees are contributing 30% (and the City
 346 is contributing 70%) of the total contribution required. Notwithstanding, the employee contribution rate
 347 is currently 17.610% of eligible wages and shall be capped at this percentage moving forward.

348 a. Pensionable Overtime. In addition to the regular compensation and benefits provided
 349 under this Agreement, employees shall be eligible for pensionable overtime
 350 compensation, subject to the following conditions.

351 i. Eligibility. Overtime hours worked by employees during a calendar year may be
 352 included as pensionable earnings, provided the total pensionable overtime
 353 compensation does not exceed 10% of the employee's annual base salary for that
 354 calendar year.

- 355 ii. Cap on Pensionable Overtime. The maximum amount of pensionable overtime
356 compensation recognized for retirement purposes shall be calculated based on 10% of
357 the employee's annual base salary. Overtime exceeding this cap shall not be included in
358 pensionable earnings.
- 359 iii. Reporting and Contributions. Overtime earnings eligible for pension contributions
360 under this subsection shall be reported to the applicable pension plan administrator.
361 Both the City and the employee shall contribute to the pension plan for pensionable
362 overtime at the rates established for regular pension earnings, in accordance with this
363 Article.
- 364 iv. Administration. The City and Union shall establish procedures to monitor and
365 document pensionable overtime earnings and ensure compliance with the established
366 cap on the same. Employees shall be provided an annual benefit statement detailing
367 their pensionable overtime contributions.

369 23. 14.24 Pension Buy-in for Lateral Officers.
370 Lateral officers joining the Burlington Police Department, as well as those currently
371 employed, shall have the option to buy into the Burlington Employees' Retirement
372 System (BERS) to receive credit for prior eligible law enforcement service, subject to the
373 following conditions:

374 24. Eligibility:

- 375 a. The officer must have been a contributing member of a previous government
376 retirement system covering law enforcement personnel.
- 377 b. The officer's prior service must be verified as full-time law enforcement service
378 equivalent to positions within the Burlington Police Department.

379 25. Buy-In Conditions:

- 380 a. Eligible officers joining the police department may purchase up to eight (8) years
381 of prior law enforcement service credit.
- 382 b. Currently employed officers who previously joined from another police
383 department may purchase up to five (5) years of prior law enforcement service
384 credit.

385 c. The cost of the buy-in shall be calculated by the City's actuaries based on the
386 officer's current salary, the number of years being purchased, and the applicable
387 contribution rates for both the officer and the City.

388 26. Payment Options:

389 a. Officers may pay the buy-in cost in a lump sum or through payroll deductions
390 over a period not exceeding five (5) years.

391 b. Payments made under this provision shall not exceed IRS limitations or other
392 applicable legal requirements for pension contributions.

393 27. Service Credit and Pension Calculations:

394 a. Purchased service credit will be applied only after full payment is received.

395 b. The service credit shall count toward both vesting and pension benefit
396 calculations under the BERS rules.

397 28. Administrative Process:

398 a. Lateral officers, whether newly hired or currently employed, interested in the
399 buy-in option must submit a written request within six (6) months of their date of
400 hire or within six (6) months of the effective date of this provision for current
401 employees.

402 b. The City shall provide the officer with the actuarially determined cost and
403 available payment options within 60 days of the request.

404 29. Limitations:

405 30. This provision does not apply to service rendered in non-law enforcement capacities or
406 service outside of public employment. **Employees must certify and show proof upon request**
407 **that they have released any benefit interest in a prior employer's pension program before**
408 **commencing the buy-in process.**

410 ARTICLE XVII - UNIFORMS AND EQUIPMENT

411 17.6 In addition to the aforementioned uniforms and equipment, employees will be reimbursed
412 up to \$~~120.00~~350.00 once every ~~twenty four (24)~~twelve (12) months for the purchase of equipment for
413 Department use. Reimbursement shall be through a voucher/receipt system established by the
414 Department's Office Manager, with payment to the employee to be made not later than three (3) weeks
415 following date of submission of receipt to the Department.

416

ARTICLE XX – GLOBAL POSITION SYSTEM UTILAZATION

- 417
- 418 1. The City may use Automatic Vehicle Location, telematics, and Global Position System (GPS) and any
- 419 evolution of these technologies for operational and programmatic purposes on certain City vehicles.
- 420 2. Monitoring of employees will be limited to legitimate operational/business purposes.
- 421 3. City will provide notice to affected employees of automatic vehicle location systems in their City
- 422 vehicles. Employees will acknowledge receipt of this notice in writing.
- 423 4. The City will provide forty-five (45) days’ notice to BPOA of its intent to utilize any new technology, not
- 424 identified above, that may impact terms and conditions of employment. BPOA may, during this forty-five
- 425 (45) day period, request to engage in bargaining over the impact of the City’s decision.
- 426 5. Data from electronic monitoring systems may only be utilized as part of a disciplinary investigation into
- 427 serious misconduct and/or to discipline employees for mid and high-level infractions. Such data may only
- 428 be accessed and ~~utilized~~utilized when a complaint of serious misconduct brings an ~~employee’s~~employee's
- 429 conduct into question. Management may not proactively monitor the telematic data of GPS locations of
- 430 employees for any disciplinary purpose whatsoever.
- 431 6. Telematics data shall not be used for low or mid level infractions, routine performance issues, or
- 432 administrative violations that do not rise to the level of serious misconduct.

SIDE LETTER

433

434

435 The parties agree that for a period of 18 months from the date of this MOA, Article 10.9(H) will be revised

436 by deleting the phrase “and requested by airport personnel”. After the expiration of 18 months, the

437 language will revert back to the current language. The Union agrees to withdraw its pending grievance.

APPENDIX A – PAY PLAN

STEP	<u>FY236</u>	<u>FY247</u>	<u>FY258</u>
1	<u>70,936.03-80,361.39</u>	<u>74,482.83- 84,178.55</u>	<u>76,717.32- 88,808.37</u>
2	<u>71,716.32-81,245.36</u>	<u>75,302.14-85,104.51</u>	<u>77,561.20-89,785.26</u>
3	<u>72,505.20-82,139.06</u>	<u>76,130.47-86,040.67</u>	<u>78,414.38-90,772.90</u>
4	<u>73,302.76-83,042.59</u>	<u>76,967.89-86,987.11</u>	<u>79,276.93-91,771.40</u>
5	<u>74,109.09-83,956.06</u>	<u>77,814.54-87,943.97</u>	<u>80,148.98-92,780.89</u>
6	<u>74,924.29-84,879.58</u>	<u>78,670.51-88,911.36</u>	<u>81,030.62-93,801.48</u>
7	<u>75,898.31-85,983.02</u>	<u>79,693.23-90,067.21</u>	<u>82,084.02-95,020.91</u>
8	<u>78,175.26-85,562.51</u>	<u>82,084.02-92,769.22</u>	<u>84,546.54-97,871.53</u>
9	<u>79,347.90-89,890.96</u>	<u>83,315.30-94,160.78</u>	<u>85,814.75-99,339.62</u>
10	<u>80,538.11-91,239.31</u>	<u>84,565.02-95,573.18</u>	<u>87,101.97-100,829.71</u>

11	82,644.16 <u>93,625.19</u>	86,776.37 <u>98,072.39</u>	89,379.66 <u>103,466.37</u>
12	85,135.67 <u>96,447.75</u>	89,392.45 <u>101,029.02</u>	92,074.23 <u>106,585.62</u>
13	86,834.42 <u>98,372.22</u>	91,176.14 <u>103,044.90</u>	93,911.42 <u>108,712.36</u>
14	88,561.48 <u>100,328.75</u>	92,989.55 <u>105,094.37</u>	95,779.24 <u>110,874.56</u>
15	91,840.00 <u>104,042.90</u>	96,432.00 <u>108,984.93</u>	99,324.96 <u>114,979.10</u>

441
442

BURLINGTON POLICE OFFICERS' ASSOCIATION
DUES CERTIFICATION

I hereby certify that the regular dues of the Burlington Police Officers' Association are currently established at \$25.00 per week.

Date: _____

Duly Authorized Representative
Burlington Police Officers Association
Joseph Corrow

443
444
445
446
447
448

- Pages to be Removed
- Delta Dental – Outline of Benefits
- Appendix E – SUMMARY OF HEALTHCARE BENEFITS – Cigna Benefit Summary

City of Burlington

Summary of MOA with Police Union

Subject to Ratification by the Union and by City Council

July 18, 2025

Below is a brief summary of the highlights of the Tentative Agreements reached with the police union. For details, please see the attached MOA.

Economics

Increase FTO pay from \$50 to \$100 (lines 34-47)

Wages – 4.75, 4.75, 5.5 (lines 49-55)

Documented shift differential to be paid on eligible sick hour usage (lines 57-68)

Increase Detective on-call pay \$200 per week to \$600 per week (lines 69-73)

Increase step placement for employees with relevant experience, Step 7 to Step 10 (lines 75-82)

Retention Pay (lines 84-91)

Increase in number of hours worked (12 to 15) in order to receive one-half hour with pay (lines 95-102)

Shift caps/minimum time off periods (lines 104-121)

Travel Pay (lines 123-131)

Sick Leave – language to include domestic partner (lines 197-201)

Sick donation program (lines 203-250)

Bereavement Leave – inclusion of step-child (line 245)

Transition health care cost from a percent to tiers (lines 304-321)

Medical Opt-out payment eligibility and payment (lines 323-342)

City paid life insurance increase amount (lines 345-352)

Pensionable overtime and buy-in (lines 358-427)

Uniform and equipment increase from \$120 to \$350 (lines 430-434)

Non-Economics

Non-Discrimination: Update language to reflect Vermont and Federal law (lines 15-21)

Employment Contract – remove section from CBA (lines 24)

Filling of Vacancies: Updated language reflecting number of years from previous CBA. CBA read three and it should have been five (lines 27-32)

Intradepartmental Transfers: Chief's assignment, length of service (lines 133-166)

Airport Staffing: Chief of Police will determine feasible staffing (lines 168-193)

Wellness Bonus: Removal of the Know your Numbers Campaign, no longer an active program (line 253)

Bereavement Leave: Language clean-up on when it can be used (lines 258-291)

Health Benefits: Removed summary plan descriptions for both Cigna and Delta dental and will direct employees to City web page. (lines 295-302 and

Global Position system: Installation of fleet telematics in City vehicles (lines 436-451)

Side letter removal: Old language related to Article 10.9 (lines 454-456)