



City Council

Monday, September 8, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

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

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

1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda as follows: remove from the consent agenda item 5.5. Request to execute a lease agreement with the General Services Administration (GSA) for Transportation Security Administration (TSA) office space (per COS Jacobsen)

2. Executive Session (30 mins.)

Subject	2.1. Executive Session Regarding 2025-2028 Collective Bargaining Agreement with the Burlington Firefighters' Association
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category	2. Executive Session (30 mins.)
Department	Mayor's Office
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 Firefighters' 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 BFFA, and members of the City's negotiation team from the Department of Finance and Administration, the Fire Department, the Mayor's Office, and the City Attorney's Office with outside counsel.

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

Subject	3.1. Verbal Comments
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Public Forum: Time Certain: 6:30 pm **See above for signup instructions**
Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

4. Mayor - General City Affairs (up to 10 mins.)

Subject	4.1. Verbal reports
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Mayor - General City Affairs (up to 10 mins.)
Department	Council and Board
Type	Information

5. Consent Agenda

Subject	5.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Council and Board

Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated
Subject	5.2. Accountability List - CT
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	5.3. Reclassification of the position: Deputy Director of Aviation - Business and Strategic Development (Previously the Deputy Director of Aviation Administration) - Airport
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	to authorize the reclassification of the position of 'Deputy Director of Aviation – Business and Strategic Development' to a grade 27
Subject	5.4. 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	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	to authorize the Director of Aviation to accept and execute up to six (6) grants from the Office of Local Defense Community Cooperation totaling up to \$9,000,000.00 for construction improvement in conjunction with the Airport Residential Sound Insulation Program, subject to review and approval of the City Attorney's Office
Subject	5.5. Request to execute a lease agreement with the General Services Administration (GSA) for Transportation Security Administration (TSA) office space - Airport **AGENDA ITEM REMOVED**

Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	to authorize the Mayor of the City of Burlington to execute the lease with General Service Administration at the Patrick Leahy Burlington International Airport, subject to final review and approval by the City Attorney's Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby
Subject	5.6. City Hall BCA Campus Third Floor HVAC Project - BPRW
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	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
Subject	5.7. Reclassification of one (1) existing position within Parks, Recreation & Waterfront - BPRW
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
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	5.8. Waterfront Tax Increment Financing (TIF) District Audits — Authorization for State Education Fund Payment - CT
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	5. Consent Agenda

Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	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
Subject	5.9. Authorization to Execute Stormwater Agreements for "Three - Acre" Permit Incorporation into the City's MS-4 Permit - DPW/Water Resources
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent)
Recommended Action	to authorize the Mayor or her designee to execute the stormwater agreements herein that have been signed by the respective associations, subject to the final review and approval of the City Attorney
Subject	5.10. Communication: Jaeger Nedde, Nedde Real Estate, re: Burlington is almost dead, this is our last chance
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	5.11. Communications: Pike Porter, re: City Council agenda inclusion attached
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the readings and place the communications on file
Subject	5.12. Let Love Make Us Brave - King Street Center
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor

Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	5.13. Communication: Michele Ambrosino, re: Burlington is in Crisis — We Need Immediate, Decisive Leadership
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	5.14. Communication: Shayne Lynn, re: Take Immediate Action to Save Burlington
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	5.15. Communication: Owiso Makuku, re: Take Immediate Action to Save Burlington
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	5.16. Communication: Cindy Chittenden, Hilton Garden Inn, re: Downtown Burlington
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor

Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	5.17. Communication: Bill Moore, re: Dinner at Pascolo
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	5.18. Communication: George Aprea, re: US Constitution
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	5.19. Communication: Maea Brandt, re: Please take action to clear Burlington's downtown of illegal drug activity and occupation in public spaces
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	5.20. Communication: Craig Rosenbaum, re: Is this what the city of Burlington wants to portray
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor

Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	5.21. Communication: Stacy Hudgens, re: Please Help Burlington
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	5.22. Communication: John Bossange, re: Commentary on Safety in Burlington
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	5.23. FIO Documents
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information
Recommended Action	for information only

6. Deliberative Agenda

Subject	6.1. Resolution: Recognizing Vermont Green FC's National Championship Victory And Re-affirming Our Shared Commitment To Environmental Sustainability, Social Equity, And Inclusion (City Council)(15 mins.)
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Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Council and Board
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	6.2. Seeking authorization to accept Grant #03420-01613 Overdose Prevention Center (OPC) Pilot Grant Funding from the Vermont Department of Health to develop and implement a fixed-site OPC in Burlington and administer award/s to the qualified and approved OPC Provider - Mayor's Office (30 mins.)
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Mayor's Office
Type	Action
Recommended Action	<u>Updated Motion Language:</u> A. to authorize (i) the Mayor to execute the grant agreement with the Vermont Department of Health for the Overdose Prevention Center, subject to review and approval of the City Attorney; (ii) the Chief Administrative Officer to make all such amendments to the approved budget as may be necessary or convenient to accept and expend the grant funds; and (iii) <u>subject to part (B) of this motion,</u> the Mayor or Chief Administrative Officer, and each of them, to take all such further actions and to execute all such further instruments approved as to form by the City Attorney's Office, including a sub-recipient agreement, as may be necessary or convenient to implement the transactions contemplated hereby; B. <u>The foregoing approvals are conditioned on the City Council's understanding that, (i) the City Council retains all land use and zoning authority over the Overdose Prevention Center, as provided in state statute, the City Charter, and the Comprehensive Development Ordinance; and (ii) any sub-recipient agreement shall be subject to City Council approval.</u> <u>Original Motion Language:</u> to authorize (i) the Mayor to execute the grant agreement with the Vermont Department of Health for the Overdose Prevention Center, subject to review and approval of the City Attorney; (ii) the Chief Administrative Officer to make all such amendments to the approved budget as may be necessary or convenient to accept and expend the grant funds; and (iii) the Mayor or Chief Administrative Officer, and each of them, to take all such further actions and to execute all such further instruments approved as to form by the City Attorney's Office, including a sub-recipient agreement, as may be necessary or convenient to implement the transactions contemplated hereby
Subject	6.3. Resolution: Consumer Choice And Disclosure For Fuel Purchases Made With Debit Cards (Councilors Litwin, Singh and Traverse)(10 mins.)
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor

Category	6. Deliberative Agenda
Department	Council and Board
Type	Action Resolution
Recommended Action	waive the reading, adopt the resolution taking the requested action of referring the proposal to the Ordinance Committee
Subject	6.4. Resolution: Consumer Choice And Disclosure of Parking Terms and Rates in Privately Owned Lots (Councilors Litwin, Singh and Traverse)(10 mins.)
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Council and Board
Type	Action Resolution
Recommended Action	waive the reading, adopt the resolution taking the requested action of referring the proposal to the Ordinance Committee
Subject	6.5. Resolution: Funding For The BTV Clean Up Crew Litter Pickup Program (Councilors Neubieser, Traverse, Grant, Carpenter, Schachter, Litwin, Bergman, McKnight)(20 mins.)
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Council and Board
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	6.6. Ordinance: Raising The Mandatory Retirement Age For Class A Employees (Councilors Barlow, Grant and Singh)(15 mins.)
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Council and Board
Type	Action Ordinance - First Reading
Recommended Action	waive the first reading and refer to Ordinance Committee

7. Committee Reports

Subject	7.1. Verbal reports
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	7. Committee Reports
Department	Council and Board
Type	Information

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

Subject	8.1. Verbal reports
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	8. City Council - General City Affairs (to include Climate and Public Health & Safety Emergency Updates: up to 5 mins. per Councilor)
Department	Council and Board
Type	Information

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

Subject	9.1. Verbal reports
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	9. City Council President - Council Updates (up to 5 mins.)
Department	Council and Board
Type	Information

10. Adjournment

Subject	10.1. Motion to adjourn
Meeting	September 8, 2025 - Regular City Council Meeting - Monday, September 8, 2025, 6:00 PM, Contois Auditorium,149 Church Street, 2nd Floor
Category	10. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

11. Informational and Non-Discrimination Statements

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

CITY COUNCIL ACCOUNTABILITY LIST

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

Prepared by: Lori Olberg, Council and Licensing Coordinator

9/4/2025

	Meeting Date	Type of Document and Title	Action Requested	Updated Next Steps in the Process
1	3/13/2023	Resolution: Supporting LGBTQIA+ Community Members and Condemning Transphobia	City Council will work in collaboration with community members and organizations and the City administration to develop a plan for ongoing activities to support and amplify the voices of the LGBTQIA+ community; City Council urges Burlington's state legislative delegation to look at current state hate crime statute to look to extend protections for schools and organizations that advocate/support LGBTQ+ (and other minoritized communities) from hate motivated targeted crimes, examine Burlington's graffiti ordinance and consider changes that address continued defacement of public property, and graffiti that spreads hateful and harmful messages.	There have been stakeholder meetings brought forward by the Administration to address the directives in the resolution. UPDATE: Work is being done in the Legislature, a former resident created a physical Burlington trans pride flag to fly in front of City Hall in recognition of Trans Day of Visibility; the flag will fly the flag from March 15 - April 15 to celebrate Trans Day of Visibility and reboot the Trans People Belong campaign.
2	7/24/2023	Resolution: The Climate Emergency and the Council Request to Count Vermont Air National Guard GHG Emissions and to Plan to Eliminate VTANG Aviation and Ground GHG Emissions in the Spirit of the City's 2030 Net Zero Goals	requests that the Vermont Air Force National Guard Adjutant General, beginning for the year 2023, calculate aviation and ground fuel usage at the VTANG base and to annually provide BTV Director and TEUC with a complete record of the calculated aviation and ground greenhouse gas emission; for VTANG to work collaboratively to draft a plan to adopt simulation and augmented reality training to substantially reduce or eliminate GHG with initial meeting on or before 12/31/23 and follow up at TUEC's March 2024 meeting	Initial meeting of the parties by 12/31/2023; UPDATE: parties met at March TEUC meeting
3	5/6/2024	Resolution Relating to The Relationship Between City Officials And The Neighborhood Planning Assemblies	to refer the resolution from the Ward 1 Neighborhood Planning Assembly Concerning the Relationship Between City Officials & the NPA to the Community Development and Neighborhood Revitalization Committee for further review and recommended action	no later than September 2024
4	5/20/2024	Resolution: A Building Emissions Reduction Ordinance	referred to TEUC	TEUC refer any working draft BERO and any related ballot language to the Ordinance Committee no later than the last City Council meeting in October of 2024
5	1/27/2025	Resolution: City Council Commitment To Rebuilding And Reconciling With The Burlington Police Department	Mayor to update the City Council	18-Feb-25
6	1/27/2025	Resolution: Establishing A Violation Reporting Incentivization Pilot (VRIP)	referred to the Ordinance Committee, to report back to the City Council; CJC to report back to the City Council and Ordinance Committee	on or before March 24, 2025; by March 10, 2025
7	5/12/2025	Evaluation of Safe-Syringe Programs and the Impact of Syringe Litter in Burlington, Vermont - Board of Health	referred to the CDNR Committee to report back to the Council with any recommended actions on the report, including, but not limited to, any recommended actions related to the Clarke Street needle exchange	on or by September 1, 2025
8	6/23/2025	Ordinance: Prohibiting Indecent Exposure	referred to the Ordinance Committee	not-specified
9	7/14/2025	REIB Proposed Charter Change	referred to the Charter Change Committee	not-specified
10	7/14/2025	Ordinance: An Amendment to Appendix D, Sections 2 and 5, Updating Parks Rules and Regulations	referred to the Parks, Arts and Culture Committee	not-specified

To: City of Burlington, City Council

From: Nicolas Longo C.M.
Director of Aviation

Date: September 8, 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:

City Council:

“To authorize 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:

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

Supervision:

Directly Supervises: 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.

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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.

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☐ 50_ pounds	
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☐ driving	☒ touching
☐ Ability to mount and dismount forklift	☒ dexterity ☒ hand ☒ finger
☐ pushing/pulling	☐ reading – basic
☐ math skills - basic	☒ analysis/comprehension
☒ reading – complex	☒ math skills – complex
☒ judgment/decision	☐ writing – basic
☒ clerical making	☒ writing – complex
☐ shift work	☐ outside
☐ pressurized equipment	☒ works alone
☐ extreme heat	☐ moving objects
☒ works with others	☐ extreme cold
☐ high places	☒ verbal contact w/others
☐ noise	☐ fumes/odors
☒ face-to-face contact	☐ mechanical equipment
☐ hazardous materials	☒ inside
☒ electrical equipment	☐ dirt/dust

Supervision:

Directly Supervises: 2

Indirectly Supervises: 22

Disclaimer:

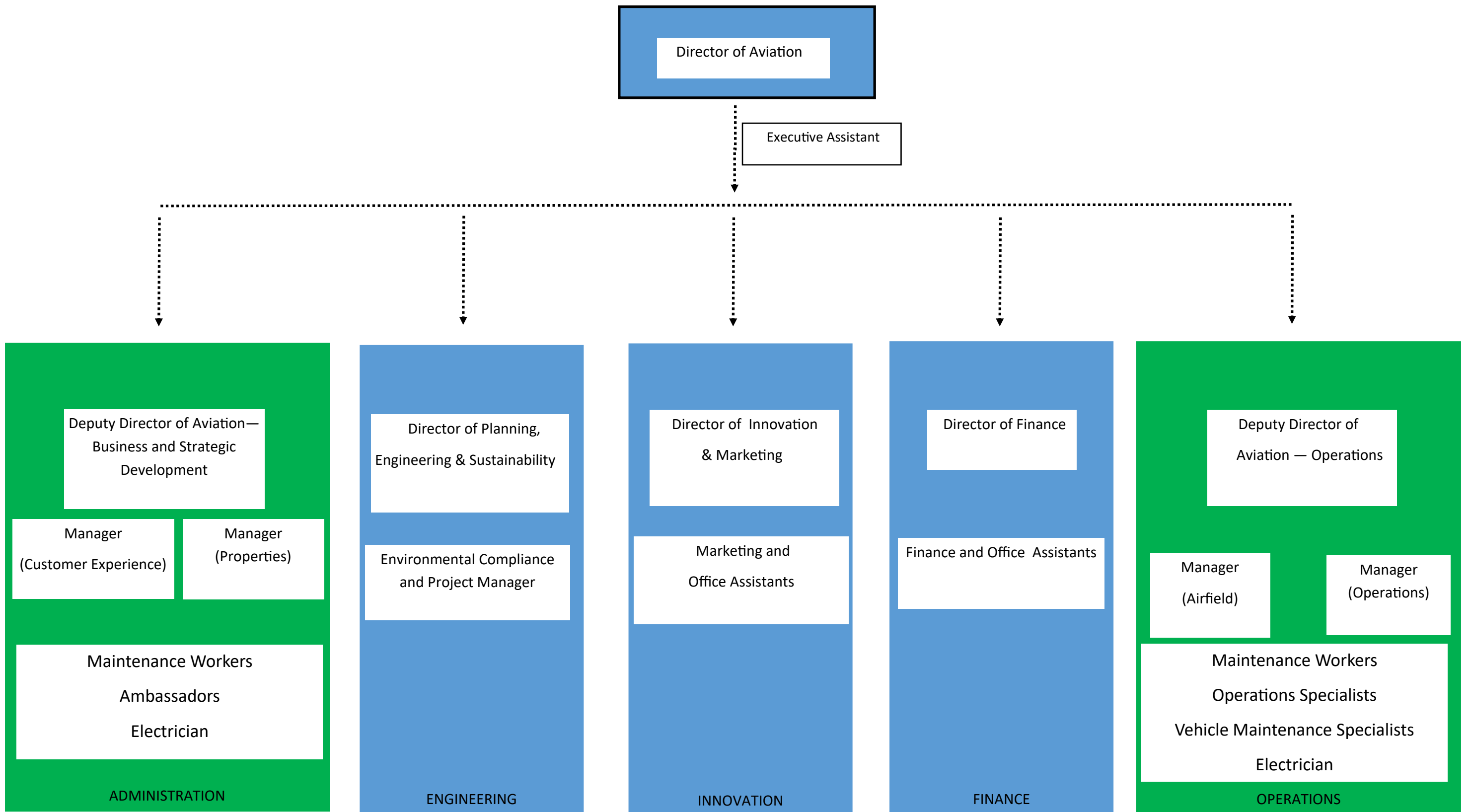
The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Revised July, 2025



Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Airport Submitter: Nicolas Longo
Reclassification of the position: Deputy Director of Aviation – Business and Strategic
Title/Subject: Development (Previously the Deputy Director of Aviation Administration)

Approval Requested:

☐ Board of Finance

☒ City Council

☐ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

9/8/2025

Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	7/21/2025	Nicolas Longo
Mayor's Office	Yes	8/26/2025	Erin Jacobsen
Board/Commission	Yes	8/6/2025	Airport Commission
City Attorney's Office for memo and contracts or legal documents	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	8/28/2025	Erik Ramakrishnan
CAO for budget, financing, and memo	Yes	9/3/2025	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.

TO: City of Burlington, City Council

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

DATE: September 8, 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:

City Council

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

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Airport Submitter: Nicolas Longo
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.

Approval Requested: Meeting Date:
☐ Board of Finance Click or tap to enter a date.
☒ City Council 9/8/2025
☐ Both BOF and Council Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	7/22/2025	Nicolas Longo
Mayor's Office	Yes	8/26/2025	Erin Jacobsen
Board/Commission	Yes	8/6/2025	Airport Commission
City Attorney's Office for memo and contracts or legal documents	Yes	8/28/2025	Erik Ramakrishnan
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CAO for budget, financing, and memo	Yes	9/3/2025	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.

TO: City of Burlington, City Council

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

DATE: September 8, 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:

City Council:

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

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

LESSOR:_____ GOVERNMENT:_____

GSA Template 3517A –
REV (02/25)
Page 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) An adjustment of the delivery date.

(2) An equitable adjustment in the rental rate.

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(3) A lump sum equitable adjustment. or

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

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

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

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

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

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

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

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

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

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

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

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

(b) Safeguarding requirements and procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

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

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

(c) Notice and reporting requirement.

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

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

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

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

(H) Item description; and

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

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

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

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

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

(e) *Subcontracts.*

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

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

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

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

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

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

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13. The following clauses are incorporated by reference:

FAR 52.204-2	SECURITY REQUIREMENTS (MAR 2021) (Applicable when the contract may require access to classified information.)
FAR 52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
FAR 52.204-10,	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable if over \$30,000 total contract value.)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
FAR 52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (DEC 2023)
FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
FAR 52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)
FAR 52.204-30	FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS – PROHIBITION (DEC 2023)
FAR 52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2025) (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)

LESSOR:_____ GOVERNMENT:_____

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.

LESSOR:_____ GOVERNMENT:_____

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LEASE NO. GS-01P-LVT00746

On-Airport Lease
GSA TEMPLATE L201D (OCT 2024)

A. This Lease is made and entered into between

City of Burlington, Vermont

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

The United States of America

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

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

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

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

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

C. LEASE TERM

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

10 Years, 5 Years Firm,

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

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

FOR THE LESSOR:

Name: _____
Title: _____
Entity: _____
Date: _____

FOR THE GOVERNMENT:

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

WITNESSED FOR THE LESSOR BY:

Name: _____
Title: _____
Date: _____

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

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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.
- B. TSA is responsible for airline passenger and baggage screening services at the Airport.
- C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.
- D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

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

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

2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)

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

2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)

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

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

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

2.11 ENTITY NAME (OCT 2023)

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

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/GREENINGEAPA](http://www.epa.gov/greeningeapa).
 2. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.06 ACCESSIBILITY (OCT 2024)

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

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

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

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

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

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

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

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

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

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

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

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):

- | | | | |
|--|--|---|---|
| ☒ HEAT | ☒ TRASH REMOVAL | ☒ ELEVATOR SERVICE | ☒ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS |
| ☒ ELECTRICITY | ☒ CHILLED DRINKING WATER | ☒ WINDOW WASHING (as needed) | |
| ☒ POWER (Special Equip.) | ☒ AIR CONDITIONING | | |
| ☒ WATER (Hot & Cold) | ☒ RESTROOM SUPPLIES | ☒ CARPET CLEANING (as needed) | |
| ☒ SNOW REMOVAL | ☒ 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)

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:

☐ Board of Finance

☒ City Council

☐ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

9/8/2025

Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	7/22/2025	Nicolas Longo
Mayor's Office	Yes	8/26/2025	Erin Jacobsen
Board/Commission	Yes	8/6/2025	Airport Commission
City Attorney's Office for memo and contracts or legal documents	Yes	8/28/2025	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	9/3/2025	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.

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.

Board of Finance and City Council Submission Checklist

Department: BPRW Submitter: Kim Bleakley

Title/Subject: City Hall BCA Third Floor HVAC Project

	Approval:	Meeting Date:
☒	Board of Finance	8/25/2025
☒	City Council	9/8/2025
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	8/14/2025	Deryk Roach
Mayor's Office informed and approved memo	Yes	8/20/25	Erin Jacobsen
Board/Commission, if required	Choose an item.	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		
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/19/2025	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/19/2025	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	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Choose an item.	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.



To: City Council

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

Date: September 8, 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

~~SDirector~~~~uperintendent~~ 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, ~~a~~while 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

works alone	x	electrical equipment
works with others	x	mechanical equipment
face-to-face contact		
verbal contact w/others		

~~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~~

Physical & Mental/Reasoning Requirements; Work Environment:

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[illegible]

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

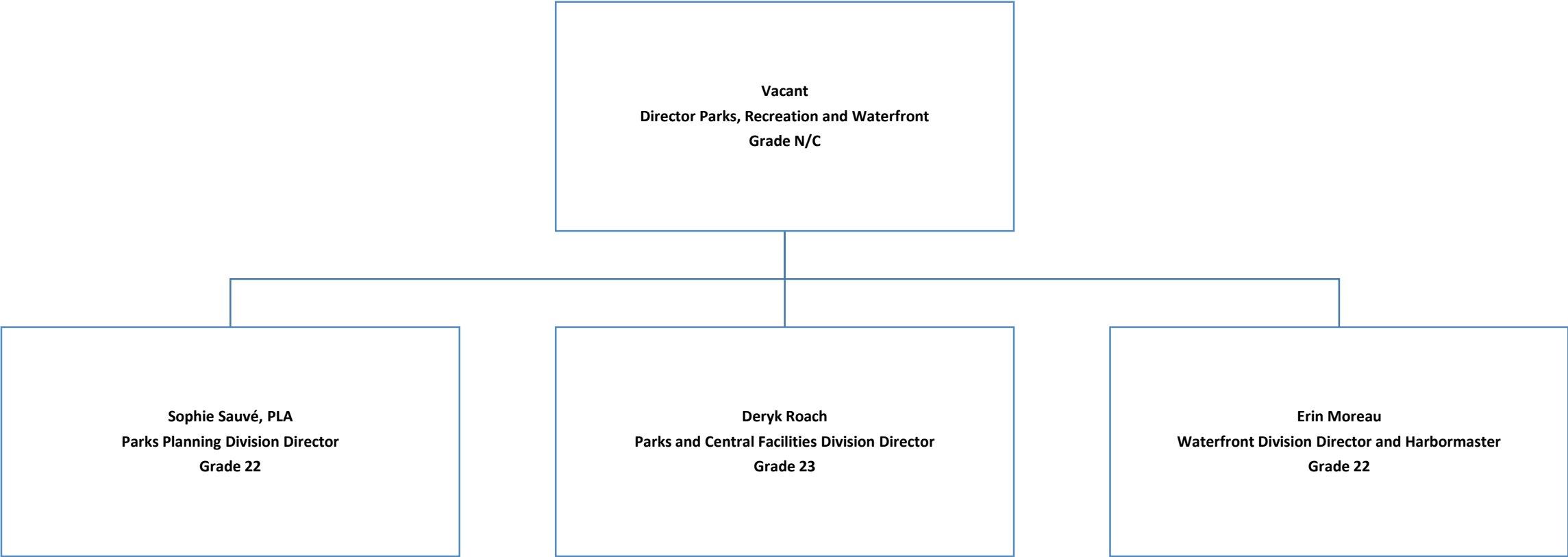
Approvals:

Department Head: _____ Date: _____

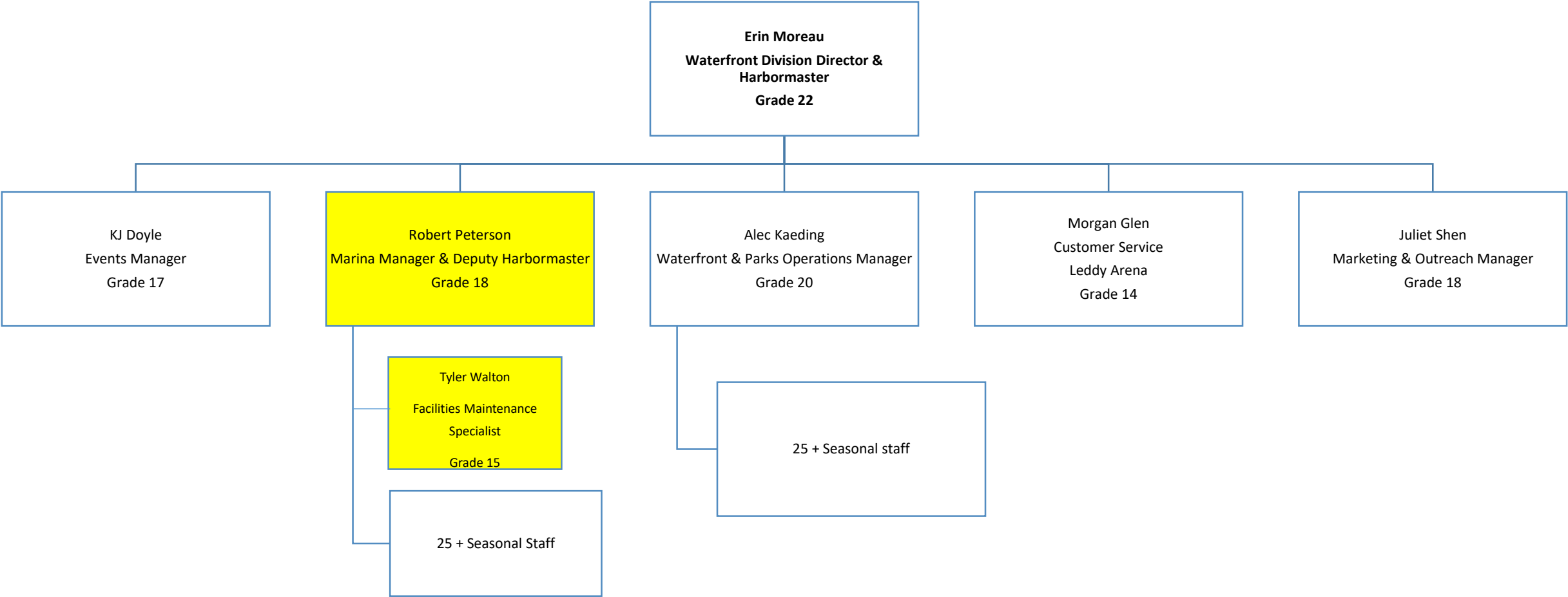
Human Resources: _____ Date: _____

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

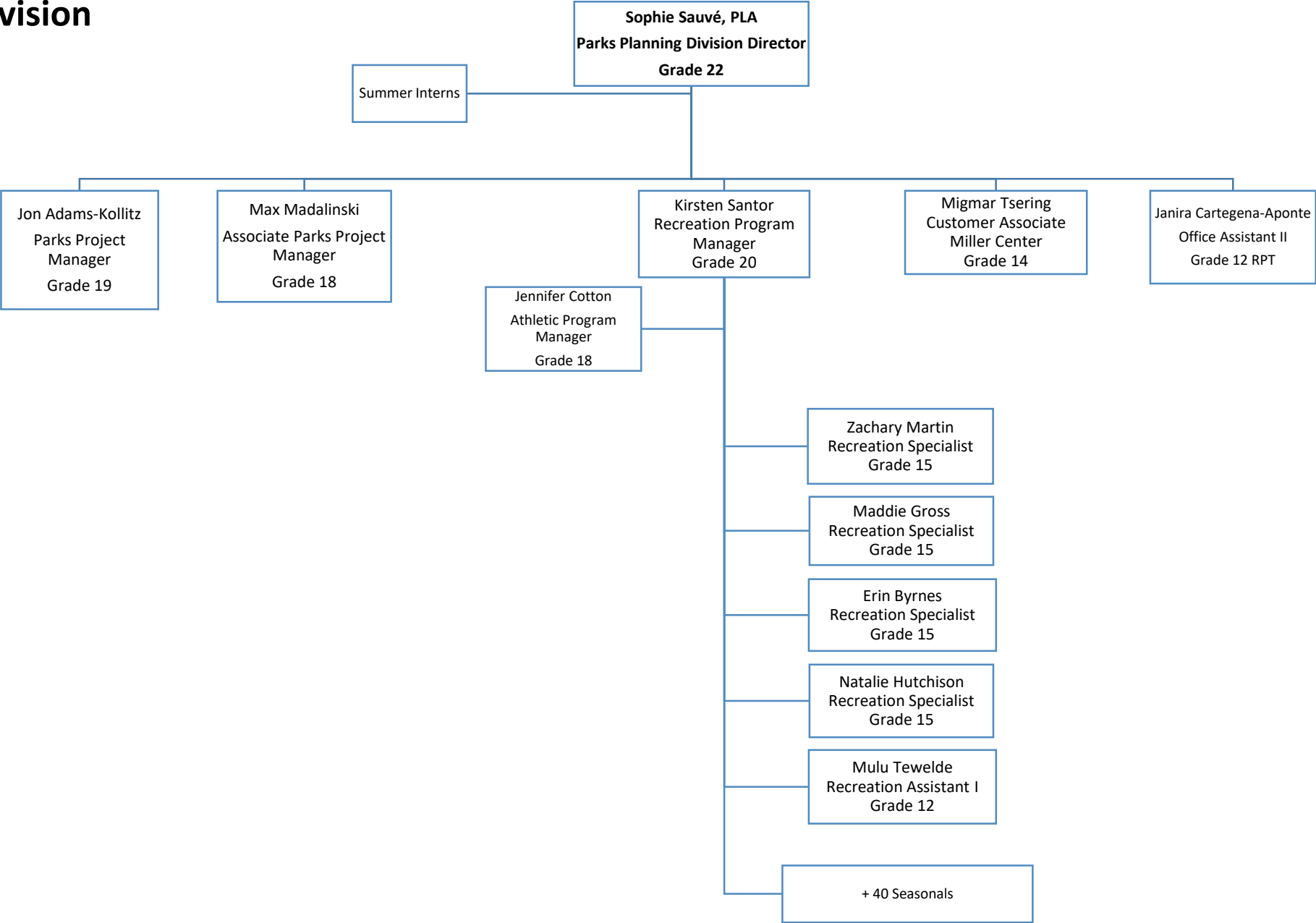
BPRW
Leadership



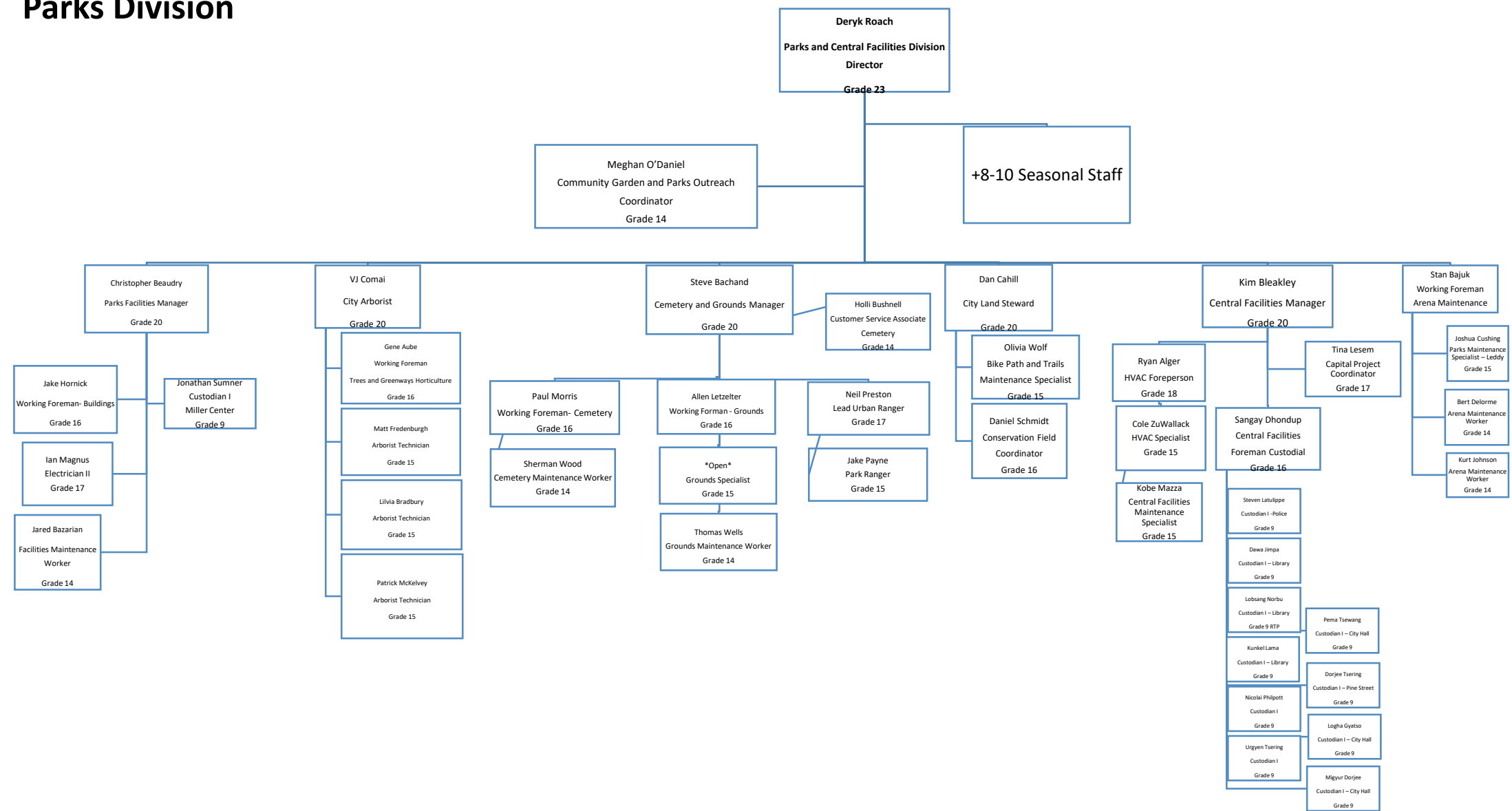
BPRW
Waterfront Division



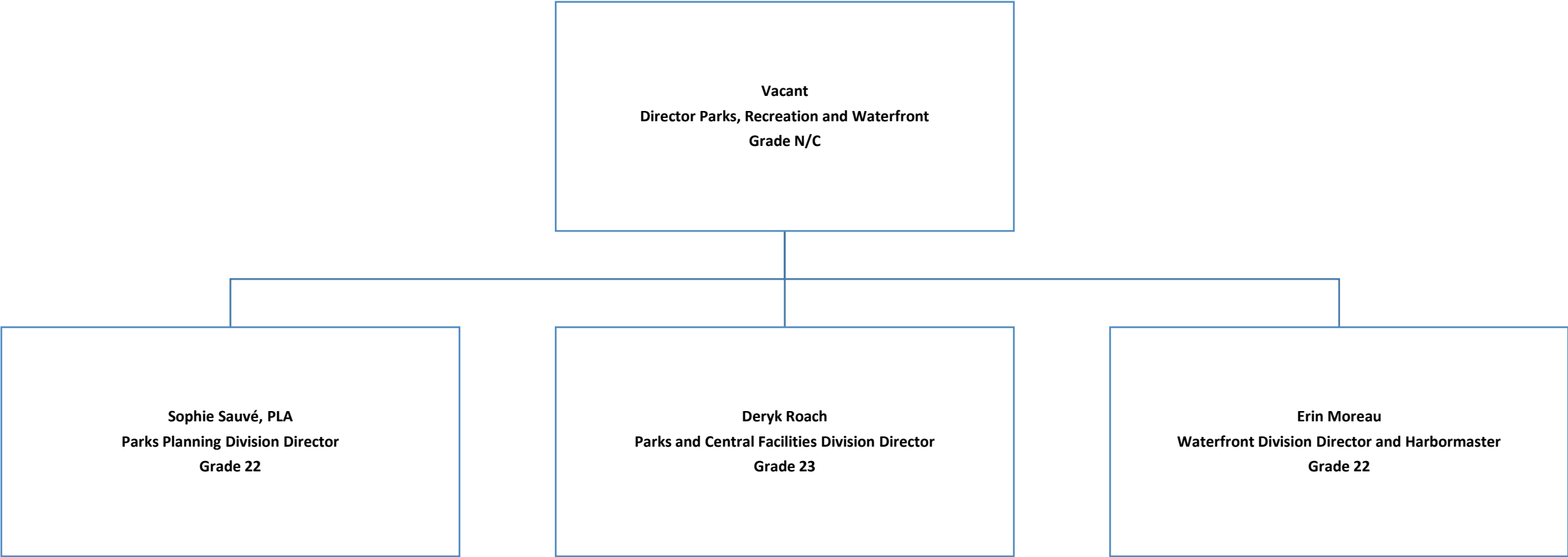
BPRW
Planning Division



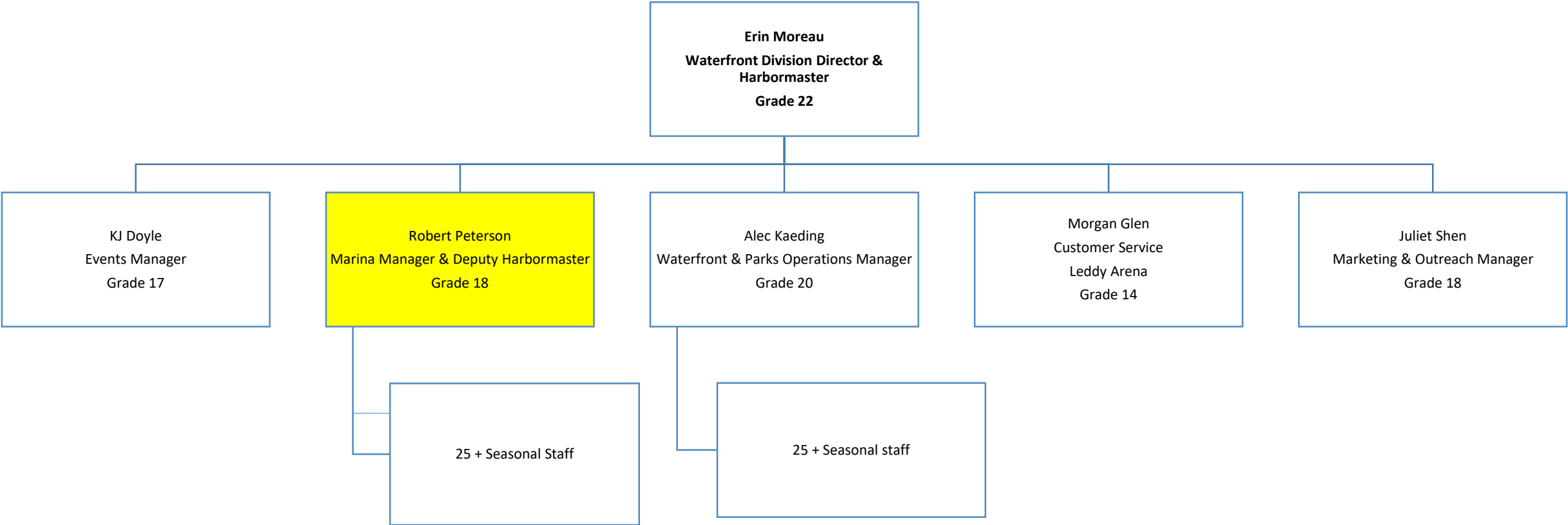
BPRW
Parks Division



BPRW
Leadership

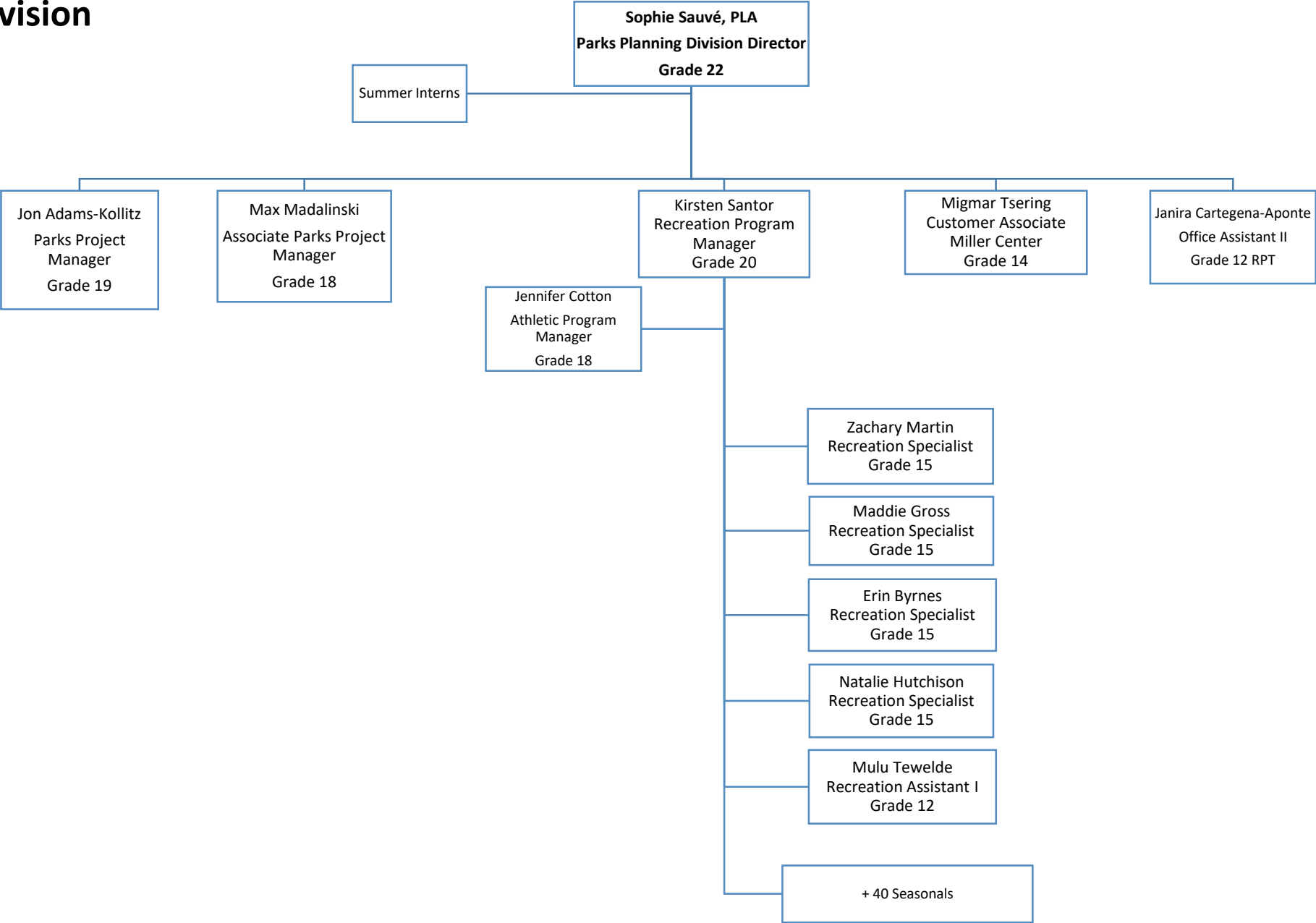


BPRW
Waterfront Division



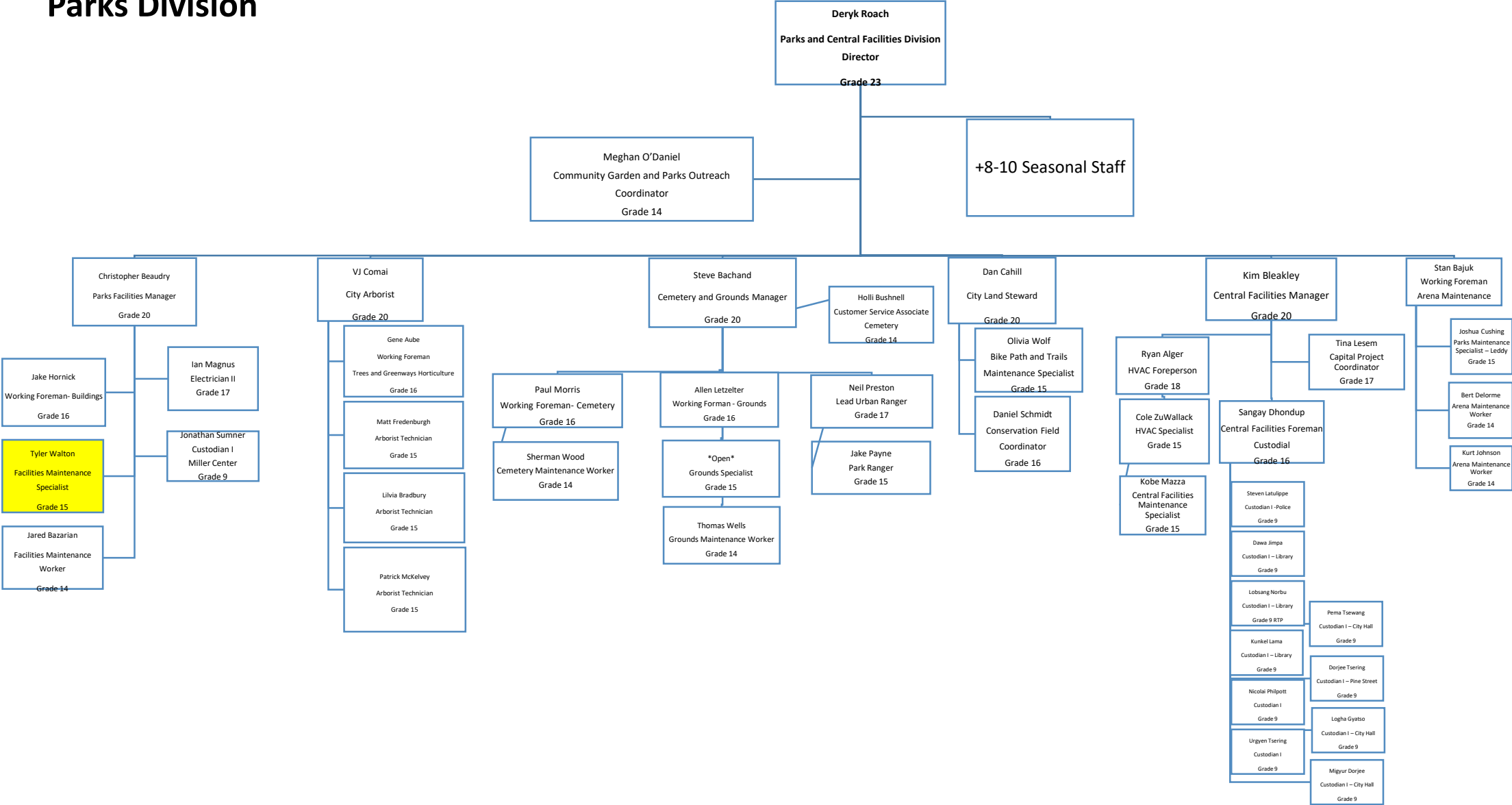
BPRW

Planning Division



BPRW

Parks Division



Board of Finance and City Council Submission Checklist

Version: April 2025

Department: BPRW Submitter: Erin Moreau

Title/Subject: Reclass of Marina Manager & Deputy Harbormaster Position

Approval Requested:	Meeting Date:
☒ Board of Finance	8/25/2025
☒ City Council	9/8/2025
☐ Both BOF and Council	Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	8/11/2025	Interim Erin Moreau
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	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	8/19/2025	Hayley McClenahan
CAO for budget, financing, and memo	Yes	8/19/2025	Katherine Schad
Human Resources, if personnel action or policy	Yes	8/19/2025	Lynn Reagan
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.



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.



Burlington Department of Public Works
Water Resources Division
Stormwater Program

235 Penny Lane | P.O. Box 878
Burlington, VT 05401

stormwater@burlingtonvt.gov

Memorandum

To: City Council

From: Seth Kuchenbecker, Stormwater Program Manager

CC: Megan Moir, Division Director – Water Resources
Eleonore Walker, Policy and Program Advisor
Chapin Spencer, DPW Director

RE: Authorization to Execute Stormwater Agreements for “Three-Acre” Permit
Incorporation into the City’s MS-4 Permit

Date: September 8, 2025

Introduction

The Water Resources Division (WRD) of Burlington’s Department of Public Works has been working to incorporate select certain State-issued operational stormwater permits into the City’s State-issued Municipal Separate Storm Sewer System (MS-4) permit. These select operational permits apply to sites regulated under the State’s three-acre rule, where both the City and a private homeowners’ or condominium association are co-permittees, sharing responsibility for permit compliance.

Incorporating these operational permits into the MS-4 permit will ultimately benefit both the City and the private associations. To allow this incorporation, the State requires that the City have “full legal authority” over the permitted stormwater systems, including both public and private components of the systems. This authority is established through stormwater agreements between the City and the private associations.

At its July 24, 2025 meeting, the Transportation, Energy, and Utilities Committee (TEUC) passed two motions recommending City Council authorize the Mayor or her designee to execute the stormwater agreements herein, subject to the final review and approval of the City Attorney. The first motion pertains to three agreements that were already approved and signed by their respective associations. The second motion relates to an agreement with the Strathmore Homeowners Association that was unsigned at the time of the July 24 meeting. That last agreement was recently finalized with minor changes and the TEUC was updated by the DPW Director at the August 19, 2025 meeting. The only change that was made to the Strathmore Agreement from the July 24 meeting is the detail that the City will continue to be responsible for the annual inspection of both the private and public portions of the stormwater system, as has been the practice from earlier co-permittee agreements. If any maintenance needs are identified during the inspection of the private systems, the City will notify the association accordingly who will then be responsible for performing repairs or replacements.

Since that meeting, the final unsigned agreement, between the City and the Strathmore Homeowners Association, has now been signed by Strathmore. As a result, all four agreements

are now ready for execution by the City, pending authorization by the City Council (See Attachment A).

Permit Background

A “three-acre site” refers to a property with three or more acres of impervious surfaces that either never had an operational stormwater permit or was permitted under standards in place before the 2002 Vermont State Stormwater Management Manual. In addition to the typical permit requirements, such as annual permit fees and inspection/maintenance requirements, sites subject to the three-acre rule must undergo an engineering feasibility analysis for stormwater retrofits. This analysis determines what new or updated stormwater practices must be constructed within a specified timeframe.

Since all parties that own or manage property on a site with an operational stormwater permit are subject to permit requirements, the City of Burlington is listed as a co-permittee for permitted sites that include sections of the public right-of-way. The City is a co-permittee on four operational stormwater permits for sites subject to the State’s three-acre rule. These sites, their corresponding permit numbers, and the co-permittees are listed in Table 1 below:

Permit Number	Site	Co-Permittees
4875-INDS	Franklin Square	Burlington Housing Authority, City of Burlington
3456-9050	Riverwatch Condominiums	Riverwatch HOA, City of Burlington
3371-9050	Southwind/Ledgewood	Ledgewood East HOA, Ledgewood One HOA, Southwind by the Lake HOA, City of Burlington
3822-9050	Strathmore at Appletree	Strathmore HOA, City of Burlington

Table 1. Three-acre permitted sites with City as a co-permittee

Stormwater retrofits are certainly part of the City’s overall approach to improving stormwater runoff from impervious surfaces, but they are typically very costly and challenging to implement. Furthermore, from a phosphorus reduction standpoint, the City’s Integrated Water Quality Plan has already identified that implementation of the tertiary filtration at the Main Wastewater Treatment Plant will fully meet (and actually exceed) the total phosphorus reduction required from Burlington for both the wastewater and stormwater portions of our discharge. As such, while the City is still wholly committed to implementing stormwater retrofits when and where they are cost effective and where they meet our water quality priorities (improving runoff to the Lake and, in particular, to our public beaches) it is not cost effective for the private associations (who do pay a City stormwater fee) and the City to be “required” to implement the three acre permit requirements at these sites. By incorporating these permits, the City regains the flexibility of pursuing retrofits where it makes sense and both the City and the private properties don’t have additional costs beyond those that are cost-effective to bear. This is especially important given that all the parties involved will be paying for the phosphorus reductions at Main Plant through their wastewater rates.

All that said, the City is currently evaluating the feasibility of converting the existing stormwater detention pond at Southwind/Ledgewood to a gravel wetland. A gravel wetland treatment practice has a high phosphorus removal rate and the stormwater from this pond drains to the City’s Blanchard/Oakledge Beach.

Stormwater Agreement & Incorporation

The stormwater agreements between the City and the associations stipulates that if the private system is not maintained, the City will have the authority to perform the necessary work and recover costs from the private owner. This agreement grants the City the “full legal authority” over the stormwater system required to incorporate the operational stormwater permits into the City’s MS-4 permit. The agreements and any associated easements will be filed in the land records.

The agreements for Franklin Square, Riverwatch Condominiums, Southwind/Ledgewood, and Strathmore at Appletree have all been reviewed, approved, and signed by the respective association co-permittees.

Once executed, these agreements will allow the City to incorporate the operational permits into its MS-4 permit upon submission of its Notice of Intent for MS-4 permit renewal which will follow after the permits are incorporated. After the operational stormwater permits are incorporated, the co-permittees will no longer be responsible for State annual permit operating fees¹, the engineering feasibility analysis, or any retrofit projects.

The City will assume responsibility for some additional phosphorus reductions related to these impervious areas required by its MS-4 Permit – but as previously mentioned, the additional phosphorus reduction requirement will be met by our integrated approach with tertiary treatment at the wastewater plant. Additionally, the City will have the flexibility to choose stormwater treatment projects in other areas of Burlington that may be more efficient and cost-effective.

Conclusion

The Water Resources Division supports the execution of these stormwater agreements to provide the City with full legal authority of these stormwater systems which will enable the incorporation of the respective operational stormwater permits into the City’s MS-4 permit.

MOTION

City Council:

1. To authorize the Mayor or her designee to execute the stormwater agreements herein that have been signed by the respective associations, subject to the final review and approval of the City Attorney.

¹ Separately permitted sites currently pay \$310/acre annually to the State. The annual fees under the MS4 permit are only \$10/acre and will be paid by the Stormwater program moving forward. The private property will still be required to pay the City’s stormwater utility fee.

Attachment A

STORMWATER SYSTEM AGREEMENT between CITY OF BURLINGTON, VERMONT, and BURLINGTON HOUSING AUTHORITY

This Stormwater System Agreement (this "Agreement") is entered as of 3/28, 2025 (the "Effective Date") between the City of Burlington, a Vermont municipal corporation acting by and through its Department of Public Works (the "City"), and Burlington Housing Authority, a public body, corporate and politic (the "Housing Authority"), with respect to the following facts:

- A. The Housing Authority owns and manages common areas and common improvements at the housing development known as Franklin Square, and as more particularly set forth in that certain document entitled Plan of Land to be Conveyed to the BURLINGTON HOUSING AUTHORITY LOW INCOME FAMILY HOUSING PROJECT VT. 1-3 NORTH AVENUE BURLINGTON, VERMONT DATE: MAY, 1968 – Scale 1" = 80', dated as of May 1968 and recorded as of July 19 1968 in the City's Official Records at volume 188, page 165.
- B. The Vermont Agency of Natural Resources ("ANR") has identified the Franklin Square property at 1554 North Avenue, in Burlington, Vermont, as a "Three-Acre Site". A Three-Acre Site is an impervious surface of three or more acres that has never had an operational stormwater permit, or was permitted to standards in place prior to the 2002 Stormwater Management Manual. Identified properties are required to obtain permit coverage under ANR's General Permit No. 3-9050 and retrofit their site to improve the level of stormwater treatment. Because the City accepted Franklin Square streets as public right-of-way, the City has ownership of portions of the regulated site. To comply with ANR requirements, the City with the Housing Authority shall submit an Individual Stormwater (INDS) Notice of Intent (NOI) to seek short-term INDS Permit (the "INDS Permit") coverage, with the intent to incorporate it into the City's Municipal Separate Storm Sewer System Permit (the "MS4 Permit"), ANR's General Permit No. 3-9014, issued and effective on September 28, 2023.
- C. The INDS Permit requires construction and maintenance of certain improvements within the properties owned or managed by the parties to manage the discharge of stormwater. Collectively, those improvements are referred to in this Agreement as the "Stormwater System". A diagram of the Stormwater System is attached hereto for reference only as **Attachment 1**.
- D. Components of the Stormwater System are located within rights of way that have been conveyed to and accepted by the City. Components of the Stormwater System located in the public right of way are referred to collectively herein as the "Public Stormwater System". The remaining components of the Stormwater System, that is, the privately-owned properties managed by the Housing Authority, are collectively referred to as the "Private Stormwater System." The City is responsible for the operation, maintenance, repair, rehabilitation, replacement, improvement, and upgrade (collectively, "O&M") of the Public Stormwater System, and the Housing Authority is responsible for the O&M of those portions of the Private Stormwater System that are located on property managed by the Housing Authority, except for New Infrastructure (defined below). This Agreement contemplates that the City will have the ability to construct new infrastructure as part of the Private Stormwater System that will increase the capacity or functionality of the Stormwater System ("New Infrastructure"), and that the City will be responsible for O&M of such New Infrastructure unless otherwise agreed between the parties.
- E. The Public Stormwater System is covered under the MS4 Permit. The MS4 Permit covers stormwater runoff from public roads within the City, municipally owned and controlled impervious surfaces, and developed lands for which the City has assumed full legal responsibility. Incorporation of developed lands for which the City has assumed full legal responsibility ("Incorporation") is subject to Subpart 7 of the MS4 Permit, which states that as a condition precedent to Incorporation, a permittee shall have: legal control of the stormwater system,

- G. The purposes of this Agreement (its "Stated Objectives") are to: outline a process for Incorporation, define the parties' roles and obligations with respect to Incorporation and O&M, protect the City and its taxpayers from liability for the acts and omissions of the Housing Authority, and avoid any public subsidy of private benefit.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Housing Authority Responsibilities.
 - a. Except as otherwise provided in this Agreement with respect to New Infrastructure, the Housing Authority shall continue to be responsible for all O&M of the Private Stormwater System as reasonably necessary to maintain the system in working order, in compliance with the MS4 Permit requirements and other applicable laws, including by performing regular inspections as required to comply with the MS4 Permit and site inspection procedures adopted pursuant thereto. All site inspection reports prepared by or for the Housing Authority shall be provided to the City.
 - b. As a condition precedent to the City's obligations under this Agreement, within a reasonable time after execution of this Agreement, the Housing Authority shall convey to the City, in a form reasonably acceptable to the City, one or more easements covering the portion of the Private Stormwater System located on property managed by the Housing Authority together with such additional easements as may be reasonably necessary to ensure access to it, sufficient to ensure Full Legal Responsibility for the Housing Authority's portion of the Private Stormwater System by the City.
 - c. As a further condition precedent to the City's obligations, the Housing Authority shall correct, at the Housing Authority's sole cost, any deficiencies to the Private Stormwater System
 - d. If, subsequent to Incorporation, the City reasonably determines that compliance with the MS4 Permit requires acquisition of additional easements or other interests in land sufficient to ensure Full Legal Responsibility, the Housing Authority shall grant such additional interests and, for itself and its members, does hereby waive any rights to appraisal, compensation, payment, or other benefits, if any, to which they would otherwise be entitled under applicable law.
 - e. The Housing Authority shall reimburse any penalties or other costs incurred by the City if:
 - i. ANR's issuance or renewal of the MS4 Permit for the Stormwater System requires a capital improvement or upgrade of the portion of the Private Stormwater System located on property managed by the Housing Authority not caused by the City's construction of New Infrastructure;
 - ii. The Public Stormwater System suffers damage caused by the Housing Authority; or
 - iii. An extreme unforeseen circumstance requires extraordinary repair or reconstruction unique to the Private Stormwater System.
3. City Responsibilities.
 - a. The City shall continue to be responsible, without cost to the Housing Authority, for the O&M of the Public Stormwater System.
 - b. If, at any time, the City reasonably determines that the Housing Authority has failed to perform any of its responsibilities under Section 2(a) of this Agreement, the City shall provide written notice to the Housing Authority and a reasonable opportunity to cure of not less than ninety (90) days in the case of structural repairs or other allegations, unless applicable law provides

with respect to the Stormwater System, including the construction of New Infrastructure within the easement areas granted pursuant to this Agreement; provided, however, that the City shall be responsible for all O&M relating to any such New Infrastructure. To the extent this obligation creates any ambiguity, the parties will meet and confer in good faith to negotiate an appropriate amendment to this Agreement or separate agreement to resolve the ambiguity.

5. Indemnification. The Housing Authority shall hold harmless, indemnify, and defend the City and its officers, employees, agents, successors, and assigns (each an "Indemnitee" and collectively the "Indemnitees") from any and all claims, liabilities, damages, penalties, fines, liens, or costs, including, without limitation attorneys' fees and costs, of any kind or nature whatsoever (collectively, "Claims") arising from or relating to: (1) the failure of the Housing Authority to perform O&M of the Private Stormwater System; (2) the Housing Authority's negligence or willful misconduct in its performance under this Agreement, including that of its officers, employees, agents, successors, or assigns; and (3) any Indemnitee's performance of O&M pursuant to Section 3(b) of this Agreement; provided, however, that the Housing Authority's obligations under this Section shall not extend to Claims arising from any Indemnitee's gross negligence or willful misconduct.
6. Insurance. The Housing Authority shall maintain in place throughout the term of this Agreement the following policies of insurance from an admitted carrier rated by A.M. Best Co. as A-:VII or higher:

Commercial General Liability insurance covering bodily injury, personal injury, and property damage arising from work performed by the Housing Authority or on its behalf with respect to the Private Stormwater System, with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Indemnitees shall be endorsed as additional insureds on all policies on a primary, noncontributory basis using endorsements CG 20 10 and CG 20 37 or their equivalents for a period of three years, and the policies shall be endorsed to waive any right of subrogation against the Indemnitees that may exist and to provide the City with thirty (30) days' notice of cancellation. The Housing Authority shall ensure that contractors or other professionals performing work on the Private Stormwater System have comparable policies of insurance.

If the Housing Authority fails to obtain the required insurance policy, the City shall have the right, but not the duty, to obtain the same and to bill the Housing Authority for the cost thereof.

7. Payments to Constitute a Lien. Any unpaid amounts due under this Agreement to the City not made shall constitute a lien on the Housing Authority's property and shall be collectible in the same fashion as unpaid property taxes.
8. Liability for Property Taxes. The Housing Authority shall be solely responsible for any property taxes that may come due in connection with the Private Stormwater System.
9. Further Assurances. Each party shall execute such documents and take such further actions as may be reasonably necessary to effectuate the provisions of this Agreement.
10. Amendments to the MS4 Permit. For the avoidance of doubt, and unless the context unequivocally requires otherwise, references in this Agreement to the MS4 Permit include any amendments to the MS4 Permit and any subsequent or successor permit or other instrument thereto, by whatever name it may be known.
11. Term & Termination. This Agreement shall remain in effect until terminated by mutual agreement; provided, however, that any party may terminate it in case of another party's material breach following notice and a reasonable opportunity to cure, provided that no termination shall be effective until each party shall have been given a reasonable opportunity to obtain permit coverage for those elements of the Stormwater System for which it is responsible under this Agreement in compliance with applicable stormwater laws and regulations.

16. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in force to the extent necessary to effectuate the original intent of the parties, and especially the Stated Objectives, as closely as possible.
17. Waiver and Amendment. No waiver of this Agreement shall be valid unless in writing, notwithstanding the passage of time, and no waiver shall constitute a continuing waiver of the same or another provision. This Agreement may not be amended except in a writing executed by both parties.
18. Covenants Run with the Land. The parties' respective rights and duties under this Agreement shall run with the land and shall accrue to the benefit of and be binding upon both parties' respective successors and assigns as if they were parties to this Agreement.
19. Choice of Law and Venue. This Agreement shall be construed according to Vermont law, notwithstanding conflicts of law principles, and venue for any dispute arising from this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any other law.
20. Dispute Resolution. Neither party shall file any litigation arising from this Agreement without first attempting in good faith to resolve the parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.
21. Attorneys' Fees. In case of any litigation arising from this Agreement, the prevailing party shall be entitled to attorneys' fees and costs.
22. Notice. Any notice required under this Agreement shall be delivered to the party entitled to notice by personal delivery, deposit in the U.S. mail (first-class postage prepaid), overnight delivery by a reputable courier, or electronic means. Notice by personal delivery shall be deemed given upon receipt. Notice by mail shall be deemed given three (3) days after deposit in the mail. Notice by overnight courier shall be deemed given one (1) day after deposit with the courier. Notice by electronic means shall be deemed given upon written acknowledgement of receipt. Unless changed by notice, notices shall be given as follows:
- | | |
|-------------------------------------|--|
| City: | City of Burlington
Dept. of Public Works
Water Resources
Attn: Megan Moir
235 Penny Lane
Burlington, VT 05401
mmoir@burlingtonvt.gov |
| Burlington
Housing
Authority: | As stated in the corporate filing for this Housing Authority maintained by the Vermont Secretary of State in its online corporate database. |
23. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed electronically and may be notarized electronically to the extent authorized by 26 V.S.A. Chapter 103 and the rules and regulations promulgated thereunder, and an electronic copy or other facsimile of this Agreement shall be treated as an original. The signatories of this Agreement represent and warrant their authority to bind their respective parties hereto.
24. Recordation. This Agreement and any amendment hereto shall be recorded in the Official Records of the City of Burlington.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

CITY OF BURLINGTON

By: _____, Mayor or authorized designee

State of Vermont, County of Chittenden. This record was acknowledged before me on _____
(date) by _____.

Signature of Notary Public: _____

Stamp or certificate number: _____

Title of office: _____

My commission expires: _____

BURLINGTON HOUSING AUTHORITY, INC.

By: Jeffrey Metcalf

Name: Jeffrey Metcalf

Its: Director of Operations

State of Vermont, County of Chittenden. This record was acknowledged before me on March 28, 2025
(date) by Jennie-Lynn Stafford.

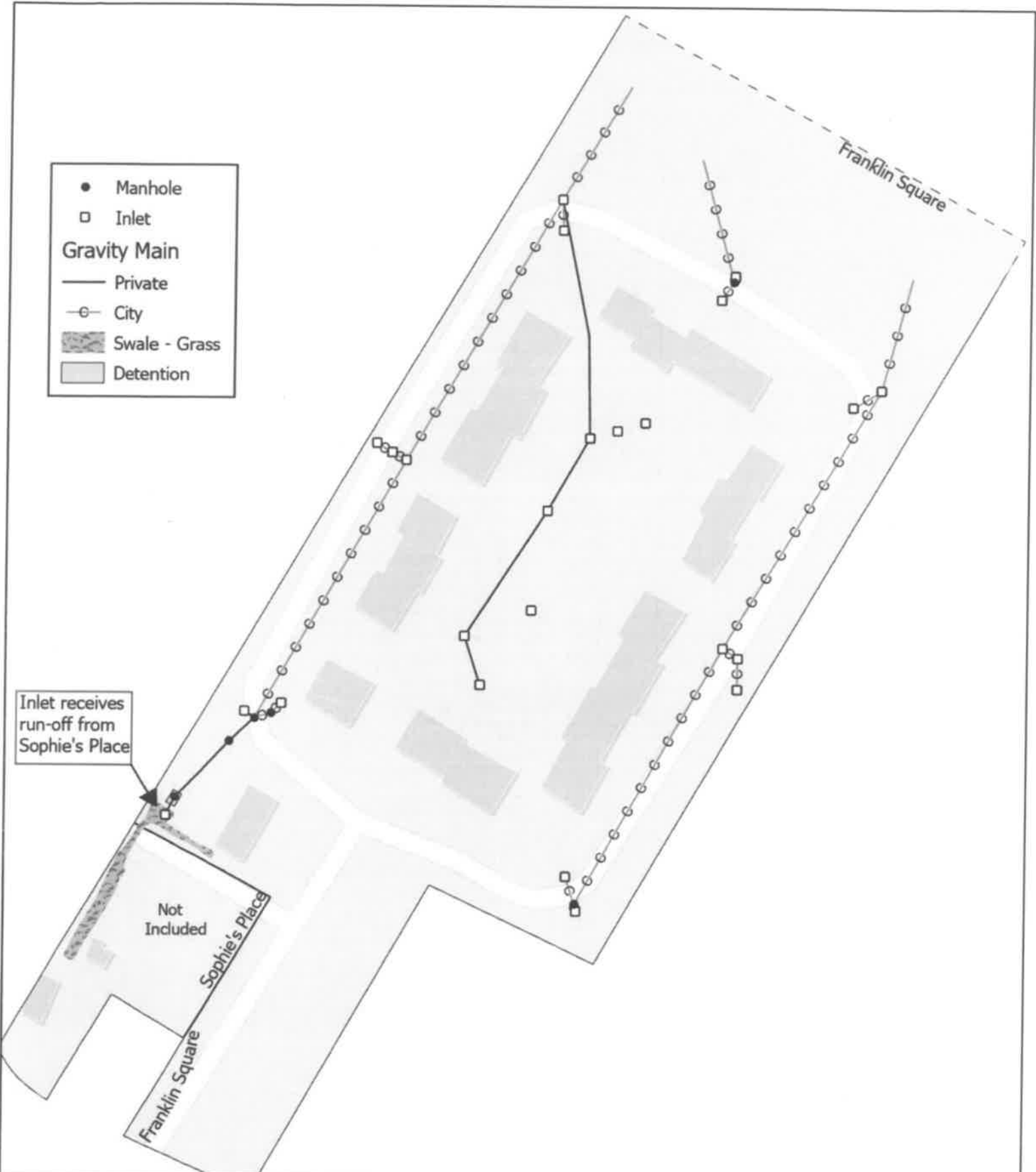
Signature of Notary Public: [Signature]

Stamp or certificate number: 157-0001133

Title of office: Notary Public

My commission expires: 11/31/2027

ATTACHMENT 1



**Stormwater Maintenance
Franklin Square**

Approximate stormwater
asset and boundary locations
for illustrative purposes.



**BURLINGTON
PUBLIC WORKS
WATER RESOURCES**
235 Penny Lane
Burlington, VT 05401
(802) 863-4501

DRAWN RW
CHECKED
SCALE 1 : 1,286
DATE 1/9/2025

The information in this map or file is from a digital database accessed using the City of Burlington Geographic Information System (GIS). The City of Burlington does not warrant the accuracy, completeness, condition, suitability, performance, or currency of the information contained on this map. Areas depicted by GIS data are approximate and not guaranteed to be accurate to standards for mapping, surveying or engineering. This data is for illustrative purposes only and should not be relied upon for site-specific purposes. The data herein is subject to constant change and may not be complete, accurate or up-to-date. The user of this map is responsible for determining its suitability for their intended use or purpose. The user should not rely upon the GIS data without proper field verification for any purpose. The City of Burlington in no way assumes liability or responsibility for any incorrect data or any information provided herein.

The user acknowledges and agrees all inherent limitations of the maps and data, and that the City of Burlington assumes no liability for damages incurred directly or indirectly resulting from incomplete, incorrect or missing information; including any direct, indirect, special or consequential damages, however caused or under any theory of liability, whether in tort, contract, strict liability or otherwise.

STORMWATER SYSTEM AGREEMENT
between
CITY OF BURLINGTON, VERMONT, and
RIVERWATCH HOMEOWNERS ASSOCIATION, INC.

This Stormwater System Agreement (this “Agreement”) is entered as of _____, 2025 (the “Effective Date”) between the City of Burlington, a Vermont municipal corporation acting by and through its Department of Public Works (the “City”), and Riverwatch Homeowners Association Inc., a Vermont non-profit corporation (the “Association”), with respect to the following facts:

- A. The Association owns and manages common areas and common improvements at the housing development known as River Watch Condominium and as more particularly set forth in that certain document entitled Declaration of Condominium, River Watch Condominium, Burlington, Vermont, dated as of May 14, 1991 and recorded as of May 14, 1991 in the City’s Land Records at volume 430, page 547, as the same may be amended from time to time.
- B. On July 3, 2023, the Vermont Agency of Natural Resources (“ANR”) issued Discharge Permit No. 3456-9050 (the “Permit”), naming the City of Burlington and Riverwatch as joint permittees. The Permit authorized a discharge of stormwater runoff from the roads, parking areas, roofs, and other impervious surfaces located on the properties owned or managed by the four permittees. The Permit was subject to updated regulatory requirements as part of ANR’s General Permit No. 3-9050, issued on September 1, 2020, which went into effect on December 1, 2020.
- C. The Permit required construction and maintenance of certain improvements within the properties owned or managed by the permittees to manage the discharge of stormwater. Collectively, those improvements are referred to in this Agreement as the “Stormwater System”. A diagram of the Stormwater System is attached hereto for reference only as **Attachment 1**.
- D. Components of the Stormwater System are located within rights of way that have been conveyed to and accepted by the City. Components of the Stormwater System located in the public right of way are referred to collectively herein as the “Public Stormwater System”. The remaining components of the Stormwater System, that is, the privately-owned properties managed by the Association, are collectively referred to as the “Private Stormwater System.” The City is responsible for the operation, maintenance, repair, rehabilitation, replacement, improvement, and upgrade (collectively, “O&M”) of the Public Stormwater System, and the Association is responsible for the O&M of those portions of the Private Stormwater System that are located on property managed by the Association, except for New Infrastructure (defined below). This Agreement contemplates that the City will have the ability to construct new infrastructure as part of the Private Stormwater System that will increase the capacity or functionality of the Stormwater System (“New Infrastructure”), and that the City will be responsible for O&M of such New Infrastructure unless otherwise agreed between the parties.
- E. The Public Stormwater System is covered under ANR’s General Permit No. 3-9014, issued and effective on September 28, 2023. This permit is commonly known as the Municipal Separate Storm Sewer Systems Permit, or simply as the “MS4 Permit”. The MS4 Permit covers stormwater runoff from public roads within the City, municipally owned and controlled impervious surfaces, and developed lands for which the City has assumed full legal responsibility. Incorporation of developed lands for which the City has assumed full legal responsibility (“Incorporation”) is subject to Subpart 7 of the MS4 Permit, which states that as a condition precedent to Incorporation, a permittee shall have: legal control of the stormwater system, including a legal right to access the system; a legal duty to maintain the system properly; and a legal duty to re pair and replace the system when it no longer protects the waters of the state adequately. Collectively, these rights and duties are referred to as “Full Legal Responsibility”.
- F. Subpart 7 read together with Subpart 3.8 of the MS4 Permit provide that Incorporation is processed as a major amendment for purposes of 10 V.S.A. Chapter 170. The City desires Incorporation of the Private Stormwater System under the MS4 Permit, subject to the terms and conditions of this Agreement, and the Associations desire to grant the City Full Legal Responsibility to make Incorporation of the Private Stormwater System legally possible. In approving this Agreement, each party finds that Incorporation, subject to the terms and conditions of this Agreement, is in their mutual interest, and that it is in their mutual interest to cooperate to achieve State of Vermont and City water quality standards.
- G. The purposes of this Agreement (its “Stated Objectives”) are to: outline a process for Incorporation, define the parties’ roles and obligations with respect to Incorporation and O&M, protect the City and its taxpayers from liability for the acts and omissions of the Association, and avoid any public subsidy of private benefit for the Association and its members.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Association Responsibilities.
 - a. Except as otherwise provided in this Agreement with respect to New Infrastructure, the Association shall continue to be responsible for all O&M of the portion of the Private Stormwater System located on property managed by the Association reasonably necessary to maintain the system in working order, in compliance with the MS4 Permit requirements and other applicable laws, including by performing regular inspections as required to comply with the MS4 Permit and site inspection procedures adopted pursuant thereto. All site inspection reports prepared by or for the Association shall be provided to the City.
 - b. As a condition precedent to the City's obligations under this Agreement, within a reasonable time after execution of this Agreement, the Association shall convey to the City, in a form reasonably acceptable to the City, one or more easements covering the portion of the Private Stormwater System located on property managed by the Association together with such additional easements as may be reasonably necessary to ensure access to it, sufficient to ensure Full Legal Responsibility for the Association's portion of the Private Stormwater System by the City. As a further condition precedent to the City's obligations hereunder, if any one or more of the Association members' consent is necessary to grant such easement rights to the City, the Association shall use good faith efforts to obtain such consent in such form as the City may reasonably require to exercise Full Legal Responsibility.
 - c. As a further condition precedent to the City's obligations, the Association shall correct, at the Association's sole cost, any deficiencies to the portion of the Private Stormwater System located on property managed by the Association identified in the most recent engineer's stormwater system inspection report(s).
 - d. If, subsequent to Incorporation, the City reasonably determines that compliance with the MS4 Permit requires acquisition of additional easements or other interests in land sufficient to ensure Full Legal Responsibility, the Association shall grant such additional interests and, for itself and its members, does hereby waive any rights to appraisal, compensation, payment, or other benefits, if any, to which they would otherwise be entitled under applicable law.
 - e. The Association shall reimburse any penalties or other costs incurred by the City if:
 - i. ANR's issuance or renewal of the MS4 Permit for the Stormwater System requires a capital improvement or upgrade of the portion of the Private Stormwater System located on property managed by the Association not caused by the City's construction of New Infrastructure;
 - ii. The portion of the Stormwater System not located on property managed by the Association suffers damage caused by the Association; or
 - iii. An extreme unforeseen circumstance requires extraordinary repair or reconstruction unique to the portion of the Private Stormwater System located on property managed by the Association
3. City Responsibilities.
 - a. The City shall continue to be responsible, without cost to the Association, for the O&M of the Public Stormwater System.
 - b. If, at any time, the City reasonably determines that the Association has failed to perform any of its responsibilities under Section 2(a) of this Agreement, the City shall provide written notice to the Association and a reasonable opportunity to cure of not less than ninety (90) days in the case of structural repairs or other alterations, unless applicable law requires that the repairs or alterations be made sooner, or of not less than thirty (30) days in the case of other misfeasance or nonperformance, unless applicable law requires that the issue be cured sooner; notwithstanding the foregoing, so long as the Association commences to cure an identified failure within the required period and thereafter diligently prosecutes such cure to completion, the City shall grant reasonable extensions of time. If the Association fails to provide a cure within the time allowed, then the City shall cure the misfeasance or nonperformance and shall bill the Association for all costs reasonably and actually incurred in addition to a ten percent (10%) surcharge to cover the City's administrative costs.
4. New Infrastructure. For purposes of carrying out the City's obligations under Section 3, the Association hereby appoint the City to take any and all actions that the City reasonably determines

is necessary or convenient to comply with the MS4 Permit or other applicable laws with respect to the Stormwater System, including the construction of New Infrastructure within the easement areas granted pursuant to this Agreement; provided, however, that the City shall be responsible for all O&M relating to any such New Infrastructure. To the extent this obligation creates any ambiguity, the parties will meet and confer in good faith to negotiate an appropriate amendment to this Agreement or separate agreement to resolve the ambiguity.

5. Indemnification. The Association shall hold harmless, indemnify, and defend the City and its officers, employees, agents, successors, and assigns (each an "Indemnitee" and collectively the "Indemnitees") from any and all claims, liabilities, damages, penalties, fines, liens, or costs, including, without limitation attorneys' fees and costs, of any kind or nature whatsoever (collectively, "Claims") arising from or relating to: (1) the failure of the Association to perform O&M of the portion of the Private Stormwater System located on property managed by the Association when reasonably necessary; (2) the Association's negligence or willful misconduct in its performance under this Agreement, including that of its members, officers, employees, agents, successors, or assigns; and (3) any Indemnitee's performance of O&M pursuant to Section 3(b) of this Agreement; provided, however, that the Association's obligations under this Section shall not extend to Claims arising from any Indemnitee's gross negligence or willful misconduct.

6. Insurance. The Association shall maintain in place throughout the term of this Agreement the following policies of insurance from an admitted carrier rated by A.M. Best Co. as A:VII or higher:

Commercial General Liability insurance covering bodily injury, personal injury, and property damage arising from work performed by the Association or on its behalf with respect to the portion of the Private Stormwater System located on property managed by the Association, with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. Upon notice, the City may increase these policy limits not more frequently than every ten (10) years by the increase in the Consumer Price Index for All Urban Workers, U.S. Cities Average, as determined by the U.S. Department of Labor, or by some other reasonable index of inflation if the Department of Labor ceases to calculate the foregoing index. The Indemnitees shall be endorsed as additional insureds on all policies on a primary, noncontributory basis, and the policies shall be endorsed to waive any right of subrogation against the Indemnitees that may exist. The Association shall ensure that contractors or other professionals performing work on the portions of the Private Stormwater System located on property managed by the Association have comparable policies of insurance.

Each of the foregoing policies of insurance shall be endorsed to provide the City with thirty (30) days' notice of cancellation. If the Association fails to obtain any required insurance policy, the City shall have the right, but not the duty, to obtain the same and to bill the Association for the cost thereof.

7. Payments to Constitute a Lien. Any unpaid amounts due under this Agreement to the City not made shall constitute a lien on the Association's property and shall be collectible in the same fashion as unpaid property taxes.
8. Liability for Property Taxes. The Association shall be solely responsible for any property taxes that may come due in connection with the portion of the Private Stormwater System located on property managed by the Association.
9. Further Assurances. Each party shall execute such documents and take such further actions as may be reasonably necessary to effectuate the provisions of this Agreement.
10. Amendments to the MS4 Permit. For the avoidance of doubt, and unless the context unequivocally requires otherwise, references in this Agreement to the MS4 Permit include any amendments to the MS4 Permit and any subsequent or successor permit or other instrument thereto, by whatever name it may be known.
11. Term & Termination. This Agreement shall remain in effect until terminated by mutual agreement; provided, however, that any party may terminate it in case of another party's material breach following notice and a reasonable opportunity to cure, provided that no termination shall be effective until each Party shall have been given a reasonable opportunity to obtain permit coverage for those elements of the Stormwater System for which it is responsible under this Agreement in compliance with applicable stormwater laws and regulations.
12. Independent Contractors. The parties hereto are independent contractors, and neither party is the agent or principal of the other. By entering this Agreement, the parties do not intend to create a partnership, joint venture, or similar enterprise.
13. Third-Party Beneficiaries. There are no third-party intended beneficiaries of this Agreement.

14. Interpretation. This Agreement shall not be construed against either party, but instead any ambiguity shall be construed liberally in furtherance of its Stated Objectives.
15. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings relating to the same, whether written, oral, or implied.
16. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in force to the extent necessary to effectuate the original intent of the parties, and especially the Stated Objectives, as closely as possible.
17. Waiver and Amendment. No waiver of this Agreement shall be valid unless in writing, notwithstanding the passage of time, and no waiver shall constitute a continuing waiver of the same or another provision. This Agreement may not be amended except in a writing executed by both parties.
18. Covenants Run with the Land. The parties' respective rights and duties under this Agreement shall run with the land and shall accrue to the benefit of and be binding upon both parties' respective successors and assigns as if they were parties to this Agreement.
19. Choice of Law and Venue. This Agreement shall be construed according to Vermont law, notwithstanding conflicts of law principles, and venue for any dispute arising from this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any other law.
20. Dispute Resolution. Neither party shall file any litigation arising from this Agreement without first attempting in good faith to resolve the parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.
21. Attorneys' Fees. In case of any litigation arising from this Agreement, the prevailing party shall be entitled to attorneys' fees and costs.
22. Notice. Any notice required under this Agreement shall be delivered to the party entitled to notice by personal delivery, deposit in the U.S. mail (first-class postage prepaid), overnight delivery by a reputable courier, or electronic means. Notice by personal delivery shall be deemed given upon receipt. Notice by mail shall be deemed given three (3) days after deposit in the mail. Notice by overnight courier shall be deemed given one (1) day after deposit with the courier. Notice by electronic means shall be deemed given upon written acknowledgement of receipt. Unless changed by notice, notices shall be given as follows:

City: City of Burlington
Dept. of Public Works
Water Resources
Attn: Megan Moir
235 Penny Lane
Burlington, VT 05401
mmoir@burlingtonvt.gov

Riverwatch: As stated in the corporate filing for this Association maintained by the Vermont Secretary of State in its online corporate database.

23. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed electronically and may be notarized electronically to the extent authorized by 26 V.S.A. Chapter 103 and the rules and regulations promulgated thereunder, and an electronic copy or other facsimile of this Agreement shall be treated as an original. The signatories of this Agreement represent and warrant their authority to bind their respective parties hereto.
24. Recordation. This Agreement and any amendment hereto shall be recorded in the Official Records of the City of Burlington.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

CITY OF BURLINGTON

By: _____, Mayor or authorized designee

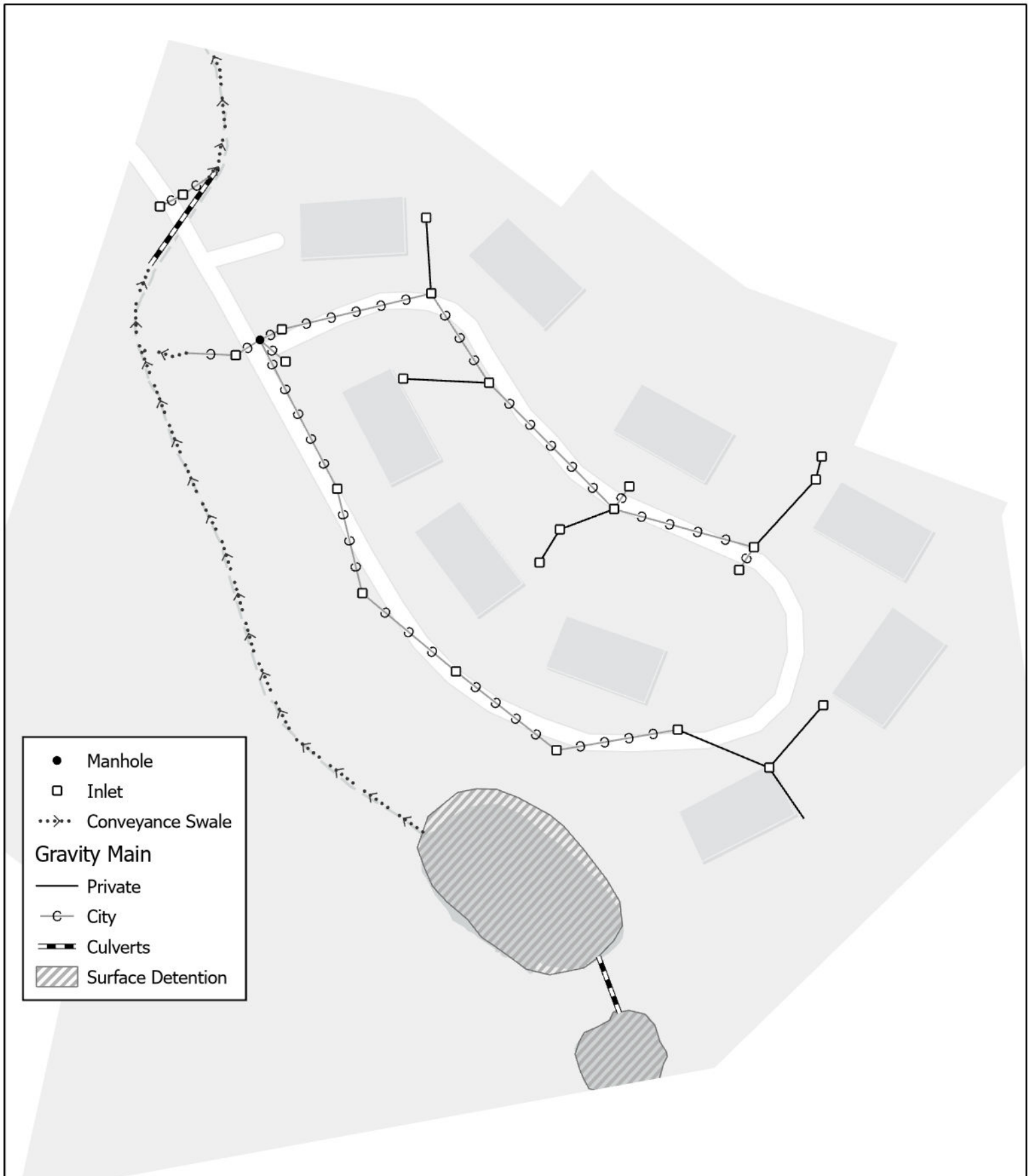
RIVERWATCH HOMEOWNERS ASSOCIATION, INC.

By: BS
Name: BRIAN J STARK
Its: PRESIDENT

State of Vermont, County of Chittenden. This record was acknowledged before me on 01 14 25
(date) by BRIAN J STARK, DULY AUTHORIZED AGENT OF RIVER WATCH HOMEOWNERS ASSOCIATION INC.
Signature of Notary Public: [Signature]
Stamp or certificate number: _____
Title of office: _____
My commission expires: _____

Kathleen A. McGuffin
Notary Public State of Vermont
Commission Expires: 01/31/2025
Commission No. 0012500

ATTACHMENT 1



**Stormwater Maintenance
Riverwatch Condominiums**

Approximate stormwater
asset and boundary locations
for illustrative purposes.



**BURLINGTON
PUBLIC WORKS
WATER RESOURCES**
235 Penny Lane
Burlington, VT 05401
(802) 863-4501



DRAWN RW
CHECKED
SCALE 1 : 1,587
DATE 1/9/2025

The information in this map or file is from a digital database accessed using the City of Burlington Geographic Information System (GIS). The City of Burlington does not warrant the accuracy, completeness, condition, suitability, performance, or currency of the information contained on this map. Areas depicted by GIS data are approximate and not guaranteed to be accurate to standards for mapping, surveying or engineering. This data is for illustrative purposes only and should not be relied upon for site-specific purposes. The data herein is subject to constant change and may not be complete, accurate or up-to-date. The user of this map is responsible for determining its suitability for their intended use or purpose. The user should not rely upon the GIS data without proper field verification for any purpose. The City of Burlington in no way assumes liability or responsibility for any incorrect data or any information provided herein.

The user acknowledges and agrees all inherent limitations of the maps and data, and that the City of Burlington assumes no liability for damages incurred directly or indirectly resulting from incomplete, incorrect or missing information; including any direct, indirect, special or consequential damages, however caused or under any theory of liability, whether in tort, contract, strict liability or otherwise.

STORMWATER SYSTEM AGREEMENT
between
CITY OF BURLINGTON, VERMONT,
LEDGEWOOD I CONDOMINIUM HOMEOWNERS' ASSOCIATION, INC.
LEDGEWOOD EAST CONDOMINIUM ASSOCIATION, INC.
LEDGEWOOD SOUTH CONDOMINIUM ASSOCIATION, INC.
LEDGEWOOD HOME OWNERS' ASSOCIATION, INC. and
SOUTHWIND-BY-THE-LAKE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

This Stormwater System Agreement (this "Agreement") is entered as of _____, 2025 (the "Effective Date") between the City of Burlington, a Vermont municipal corporation acting by and through its Department of Public Works (the "City"), LedgeWood I Condominium Homeowners' Association, Inc., a Vermont non-profit corporation ("LedgeWood I"), LedgeWood East Condominium Association, Inc., a Vermont non-profit corporation ("LedgeWood East"), LedgeWood South Condominium Association, Inc., a Vermont non-profit corporation ("LedgeWood South"), LedgeWood Home Owners' Association, Inc., a Vermont non-profit corporation ("LedgeWood HOA"), and Southwind-by-the-Lake Condominium Homeowners Association, Inc., a Vermont non-profit corporation ("Southwind") (collectively with LedgeWood I and LedgeWood East the "Associations", each an "Association"), with respect to the following facts:

- A. The legal descriptions for each of the Associations are set forth in **Attachment 1** hereto for reference.
- B. On October 12, 2023, the Vermont Agency of Natural Resources ("ANR") issued Discharge Permit No. 3311-9050 (the "Permit"), naming the City of Burlington and the Associations LedgeWood I, LedgeWood East, and Southwind as joint permittees. The Permit authorized a discharge of stormwater runoff from the roads, parking areas, roofs, and other impervious surfaces located on the properties owned or managed by the four permittees. The Permit was subject to updated regulatory requirements as part of ANR's General Permit No. 3-9050, issued on September 1, 2020, which went into effect on December 1, 2020. Of note, the permitted area shown on ANR maps included property owned by LedgeWood South and LedgeWood HOA, which were not included as permittees.
- C. The Permit required construction and maintenance of certain improvements within the properties owned or managed by the four permittees to manage the discharge of stormwater. Collectively, those improvements are referred to in this Agreement as the "Stormwater System". The "Stormwater System" also includes similar improvements within the properties owned or managed by LedgeWood South and the LedgeWood HOA. A diagram of the Stormwater System is attached hereto for reference only as **Attachment 2**.
- D. Components of the Stormwater System are located within rights of way that have been conveyed to and accepted by the City. Components of the Stormwater System located in the public right of way are referred to collectively herein as the "Public Stormwater System". The remaining components of the Stormwater System, that is, the privately-owned properties managed by the Associations, are collectively referred to as the "Private Stormwater System." The City is responsible for the operation, maintenance, repair, rehabilitation, replacement, improvement, and upgrade (collectively, "O&M") of the Public Stormwater System, and each Association is responsible for the O&M of those portions of the Private Stormwater System that are located on property managed by that Association, except for New Infrastructure (defined below). This Agreement contemplates that the City will have the ability to construct new infrastructure as part of the Private Stormwater System that will increase the capacity or functionality of the Stormwater System ("New Infrastructure"), and that the City will be responsible for O&M of such New Infrastructure unless otherwise agreed between the parties.

- E. The Public Stormwater System is covered under ANR's General Permit No. 3-9014, issued and effective on September 28, 2023. This permit is commonly known as the Municipal Separate Storm Sewer Systems Permit, or simply as the "MS4 Permit". The MS4 Permit covers stormwater runoff from public roads within the City, municipally owned and controlled impervious surfaces, and developed lands for which the City has assumed full legal responsibility. Incorporation of developed lands for which the City has assumed full legal responsibility ("Incorporation") is subject to Subpart 7 of the MS4 Permit, which states that as a condition precedent to Incorporation, a permittee shall have: legal control of the stormwater system, including a legal right to access the system; a legal duty to maintain the system properly; and a legal duty to re pair and replace the system when it no longer protects the waters of the state adequately. Collectively, these rights and duties are referred to as "Full Legal Responsibility".
- F. Subpart 7 read together with Subpart 3.8 of the MS4 Permit provide that Incorporation is processed as a major amendment for purposes of 10 V.S.A. Chapter 170. The City desires Incorporation of the Private Stormwater System under the MS4 Permit, subject to the terms and conditions of this Agreement, and the Associations desire to grant the City Full Legal Responsibility to make Incorporation of the Private Stormwater System legally possible. In approving this Agreement, each party finds that Incorporation, subject to the terms and conditions of this Agreement, is in their mutual interest, and that it is in their mutual interest to cooperate to achieve State of Vermont and City water quality standards.
- G. The purposes of this Agreement (its "Stated Objectives") are to: outline a process for Incorporation, define the parties' roles and obligations with respect to Incorporation and O&M, protect the City and its taxpayers from liability for the acts and omissions of the Association, and avoid any public subsidy of private benefit for the Associations and their members.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Association Responsibilities.
 - a. Except as otherwise provided in this Agreement with respect to New Infrastructure, each Association shall continue to be responsible for all O&M of the portion of the Private Stormwater System located on property managed by that Association reasonably necessary to maintain the system in working order, in compliance with the MS4 Permit requirements and other applicable laws, including by performing regular inspections as required to comply with the MS4 Permit and site inspection procedures adopted pursuant thereto. All site inspection reports prepared by or for the Associations shall be provided to the City.
 - b. As a condition precedent to the City's obligations under this Agreement, within a reasonable time after execution of this Agreement, each Association shall convey to the City, in a form reasonably acceptable to the City, one or more easements covering the portion of the Private Stormwater System located on property managed by that Association together with such additional easements as may be reasonably necessary to ensure access to it, sufficient to ensure Full Legal Responsibility for the Association's portion of the Private Stormwater System by the City. As a further condition precedent to the City's obligations hereunder, if any one or more of an Associations members' consent is necessary to grant such easement rights to the City, that Association shall use good faith efforts to obtain such consent in such form as the City may reasonably require to exercise Full Legal Responsibility.

- c. As a further condition precedent to the City's obligations, each Association shall correct, at that Association's sole cost, any deficiencies to the portion of the Private Stormwater System located on property managed by that Association identified in the most recent engineer's stormwater system inspection report(s).
- d. If, subsequent to Incorporation, the City reasonably determines that compliance with the MS4 Permit requires acquisition of additional easements or other interests in land sufficient to ensure Full Legal Responsibility, the applicable Association shall grant such additional interests and, for itself and its members, does hereby waive any rights to appraisal, compensation, payment, or other benefits, if any, to which they would otherwise be entitled under applicable law.
- e. An Association shall reimburse any penalties or other costs incurred by the City or the other two Associations if:
 - i. ANR's issuance or renewal of the MS4 Permit for the Stormwater System requires a capital improvement or upgrade of the portion of the Private Stormwater System located on property managed by that Association not caused by the City's construction of New Infrastructure;
 - ii. The portion of the Stormwater System not located on property managed by that Association suffers damage caused by that Association; or
 - iii. An extreme unforeseen circumstance requires extraordinary repair or reconstruction unique to the portion of the Private Stormwater System located on property managed by that Association

3. City Responsibilities.

- a. The City shall continue to be responsible, without cost to the Associations, for the O&M of the Public Stormwater System.
- b. If, at any time, the City reasonably determines that an Association has failed to perform any of its responsibilities under Section 2(a) of this Agreement, the City shall provide written notice to that Association and a reasonable opportunity to cure of not less than ninety (90) days in the case of structural repairs or other alterations, unless applicable law requires that the repairs or alterations be made sooner, or of not less than thirty (30) days in the case of other misfeasance or nonperformance, unless applicable law requires that the issue be cured sooner; notwithstanding the foregoing, so long as the Association commences to cure an identified failure within the required period and thereafter diligently prosecutes such cure to completion, the City shall grant reasonable extensions of time. If the Association fails to provide a cure within the time allowed, then the City shall cure the misfeasance or nonperformance and shall bill the Association for all costs reasonably and actually incurred in addition to a ten percent (10%) surcharge to cover the City's administrative costs.

- 4. New Infrastructure. For purposes of carrying out the City's obligations under Section 3, the Associations hereby appoint the City to take any and all actions that the City reasonably determines is necessary or convenient to comply with the MS4 Permit or other applicable laws with respect to the Stormwater System, including the construction of New Infrastructure within the easement areas granted pursuant to this Agreement; provided, however, that the City shall be responsible for all O&M relating to any such New Infrastructure. To the extent this obligation creates any ambiguity, the parties will meet and confer in good faith to negotiate an appropriate amendment to this Agreement or separate agreement to resolve the ambiguity.

5. Indemnification. Each Association shall hold harmless, indemnify, and defend the City and its officers, employees, agents, successors, and assigns (each an "Indemnitee" and collectively the "Indemnitees") from any and all claims, liabilities, damages, penalties, fines, liens, or costs, including, without limitation attorneys' fees and costs, of any kind or nature whatsoever (collectively, "Claims") arising from or relating to: (1) the failure of an Association to perform O&M of the portion of the Private Stormwater System located on property managed by that Association when reasonably necessary; (2) an Association's negligence or willful misconduct in its performance under this Agreement, including that of its members, officers, employees, agents, successors, or assigns; and (3) any Indemnitee's performance of O&M pursuant to Section 3(b) of this Agreement; provided, however, that an Association's obligations under this Section shall not extend to Claims arising from any Indemnitee's gross negligence or willful misconduct.

6. Insurance. Each Association shall maintain in place throughout the term of this Agreement the following policies of insurance from an admitted carrier rated by A.M. Best Co. as A:VII or higher:

Commercial General Liability insurance covering bodily injury, personal injury, and property damage arising from work performed by the Association or on its behalf with respect to the portion of the Private Stormwater System located on property managed by that Association, with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. Upon notice, the City may increase these policy limits not more frequently than every ten (10) years by the increase in the Consumer Price Index for All Urban Workers, U.S. Cities Average, as determined by the U.S. Department of Labor, or by some other reasonable index of inflation if the Department of Labor ceases to calculate the foregoing index. The Indemnitees shall be endorsed as additional insureds on all policies on a primary, noncontributory basis, and the policies shall be endorsed to waive any right of subrogation against the Indemnitees that may exist. Each Association shall ensure that contractors or other professionals performing work on the portions of the Private Stormwater System located on property managed by that Association have comparable policies of insurance.

Each of the foregoing policies of insurance shall be endorsed to provide the City with thirty (30) days' notice of cancellation. If an Association fails to obtain any required insurance policy, the City shall have the right, but not the duty, to obtain the same and to bill the Association for the cost thereof.

7. Payments to Constitute a Lien. Any unpaid amounts due under this Agreement to the City not made shall constitute a lien on the Association's property and shall be collectible in the same fashion as unpaid property taxes.
8. Liability for Property Taxes. Each Association shall be solely responsible for any property taxes that may come due in connection with the portion of the Private Stormwater System located on property managed by that Association.
9. Further Assurances. Each party shall execute such documents and take such further actions as may be reasonably necessary to effectuate the provisions of this Agreement.
10. Amendments to the MS4 Permit. For the avoidance of doubt, and unless the context unequivocally requires otherwise, references in this Agreement to the MS4 Permit include any amendments to the MS4 Permit and any subsequent or successor permit or other instrument thereto, by whatever name it may be known.

11. Term & Termination. This Agreement shall remain in effect until terminated by mutual agreement; provided, however, that any party may terminate it in case of another party's material breach following notice and a reasonable opportunity to cure, provided that no termination shall be effective until each Party shall have been given a reasonable opportunity to obtain permit coverage for those elements of the Stormwater System for which it is responsible under this Agreement in compliance with applicable stormwater laws and regulations.
12. Independent Contractors. The parties hereto are independent contractors, and neither party is the agent or principal of the other. By entering this Agreement, the parties do not intend to create a partnership, joint venture, or similar enterprise.
13. Third-Party Beneficiaries. There are no third-party intended beneficiaries of this Agreement.
14. Interpretation. This Agreement shall not be construed against either party, but instead any ambiguity shall be construed liberally in furtherance of its Stated Objectives.
15. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings relating to the same, whether written, oral, or implied.
16. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in force to the extent necessary to effectuate the original intent of the parties, and especially the Stated Objectives, as closely as possible.
17. Waiver and Amendment. No waiver of this Agreement shall be valid unless in writing, notwithstanding the passage of time, and no waiver shall constitute a continuing waiver of the same or another provision. This Agreement may not be amended except in a writing executed by both parties.
18. Covenants Run with the Land. The parties' respective rights and duties under this Agreement shall run with the land and shall accrue to the benefit of and be binding upon both parties' respective successors and assigns as if they were parties to this Agreement.
19. Choice of Law and Venue. This Agreement shall be construed according to Vermont law, notwithstanding conflicts of law principles, and venue for any dispute arising from this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any other law.
20. Dispute Resolution. Neither party shall file any litigation arising from this Agreement without first attempting in good faith to resolve the parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.
21. Attorneys' Fees. In case of any litigation arising from this Agreement, the prevailing party shall be entitled to attorneys' fees and costs.
22. Notice. Any notice required under this Agreement shall be delivered to the party entitled to notice by personal delivery, deposit in the U.S. mail (first-class postage prepaid), overnight delivery by a reputable courier, or electronic means. Notice by personal delivery shall be deemed given upon receipt. Notice by mail shall be deemed given three (3) days after deposit in the mail. Notice by overnight courier shall be deemed given one (1) day after deposit with the

courier. Notice by electronic means shall be deemed given upon written acknowledgement of receipt. Unless changed by notice, notices shall be given as follows:

City: City of Burlington
Dept. of Public Works
Water Resources
Attn: Megan Moir
235 Penny Lane
Burlington, VT 05401
mmoir@burlingtonvt.gov

Ledgewood I: As stated in the corporate filing for this Association maintained by the Vermont Secretary of State in its online corporate database.

Ledgewood East: As stated in the corporate filing for this Association maintained by the Vermont Secretary of State in its online corporate database.

Ledgewood South: As stated in the corporate filing for this Association maintained by the Vermont Secretary of State in its online corporate database.

Ledgewood HOA: As stated in the corporate filing for this Association maintained by the Vermont Secretary of State in its online corporate database.

Southwind: As stated in the corporate filing for this Association maintained by the Vermont Secretary of State in its online corporate database.

23. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed electronically and may be notarized electronically to the extent authorized by 26 V.S.A. Chapter 103 and the rules and regulations promulgated thereunder, and an electronic copy or other facsimile of this Agreement shall be treated as an original. The signatories of this Agreement represent and warrant their authority to bind their respective parties hereto.
24. Recordation. This Agreement and any amendment hereto shall be recorded in the Official Records of the City of Burlington.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

CITY OF BURLINGTON **ACTUAL SIGNATURES FOLLOW THE ATTACHMENTS ON THREE PAGES**

By: _____, Mayor or authorized designee

LEDGEWOOD EAST CONDOMINIUM ASSOCIATION, INC.

By: _____
Name: _____
Its: _____

State of Vermont, County of Chittenden. This record was acknowledged before me
on _____ (date) by _____.
Signature of Notary Public: _____
Stamp or certificate number: _____
Title of office: _____
My commission expires: _____

LEDGEWOOD I CONDOMINIUM HOMEOWNERS' ASSOCIATION, INC.

By: _____
Name: _____
Its: _____

State of Vermont, County of Chittenden. This record was acknowledged before me
on _____ (date) by _____.
Signature of Notary Public: _____
Stamp or certificate number: _____
Title of office: _____
My commission expires: _____

SOUTHWIND-BY-THE-LAKE CONDOMINIUM HOMEOWNERS' ASSOCIATION, INC.

By: _____
Name: _____
Its: _____

State of Vermont, County of Chittenden. This record was acknowledged before me
on _____ (date) by _____.
Signature of Notary Public: _____
Stamp or certificate number: _____
Title of office: _____
My commission expires: _____

LEDGEWOOD SOUTH CONDOMINIUM ASSOCIATION, INC.

By: _____
Name: _____
Its: _____

State of Vermont, County of Chittenden. This record was acknowledged before me
on _____ (date) by _____.
Signature of Notary Public: _____
Stamp or certificate number: _____
Title of office: _____
My commission expires: _____

LEDGEWOOD HOME OWNERS' ASSOCIATION, INC.

By: _____
Name: _____
Its: _____

State of Vermont, County of Chittenden. This record was acknowledged before me
on _____ (date) by _____.
Signature of Notary Public: _____
Stamp or certificate number: _____
Title of office: _____
My commission expires: _____

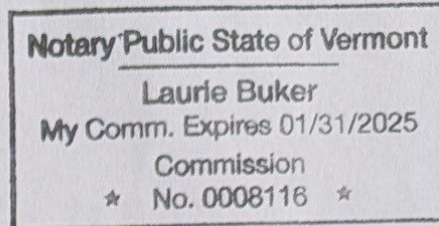
IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

CITY OF BURLINGTON

By: _____, Mayor or authorized designee

LEDGEWOOD EAST CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
Name: WILLIAM NORTHUP JR
Its: PRESIDENT



State of Vermont, County of Chittenden. This record was acknowledged before me on 1/10/25 (date) by Laurie Buker.
Signature of Notary Public: [Signature]
Stamp or certificate number: 0008116
Title of office: Notary Public
My commission expires: 1/31/2025

LEDGEWOOD I CONDOMINIUM HOMEOWNERS' ASSOCIATION, INC.

By: _____
Name: _____
Its: _____

State of Vermont, County of Chittenden. This record was acknowledged before me on _____ (date) by _____.
Signature of Notary Public: _____
Stamp or certificate number: _____
Title of office: _____
My commission expires: _____

SOUTHWIND-BY-THE-LAKE CONDOMINIUM HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]
Name: Judith Schultz
Its: President, Southwind Assoc

State of Vermont, County of Chittenden. This record was acknowledged before me on 2/27/25 (date) by Chris Weetger.
Signature of Notary Public: [Signature]
Stamp or certificate number: 157.0010228
Title of office: Attorney
My commission expires: 1/31/27

LEDGEWOOD SOUTH CONDOMINIUM ASSOCIATION, INC.

By: _____
Name: _____
Its: _____

State of Vermont, County of Chittenden. This record was acknowledged before me on _____ (date) by _____.
Signature of Notary Public: _____
Stamp or certificate number: _____
Title of office: _____
My commission expires: _____

LEDGEWOOD HOME OWNERS' ASSOCIATION, INC.

By: [Signature]
Name: Judith Schultz
Its: President

State of Vermont, County of Chittenden. This record was acknowledged before me on 2/12/25 (date) by Chris Weetger.
Signature of Notary Public: [Signature]
Stamp or certificate number: 157.0010228
Title of office: Attorney
My commission expires: 1/31/27

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

CITY OF BURLINGTON

By: _____, Mayor or authorized designee

LEDGEWOOD EAST CONDOMINIUM ASSOCIATION, INC.

By: _____
Name: _____
Its: _____

SIGNATURE PAGE 2 OF 3:
LEDGEWOOD I ASSOCIATION

State of Vermont, County of Chittenden. This record was acknowledged before me
on _____ (date) by _____.

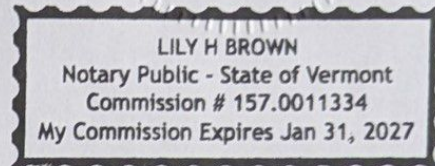
Signature of Notary Public: _____
Stamp or certificate number: _____
Title of office: _____
My commission expires: _____

LEDGEWOOD I CONDOMINIUM HOMEOWNERS' ASSOCIATION, INC.

By: Andrew Brown
Name: _____
Its: _____

State of Vermont, County of Chittenden. This record was acknowledged before me
on 2/18/25 (date) by Lily Brown.

Signature of Notary Public: _____
Stamp or certificate number: 157.0011334
Title of office: Notary Public
My commission expires: 1/31/2027



SOUTHWIND-BY-THE-LAKE CONDOMINIUM HOMEOWNERS' ASSOCIATION, INC.

By: _____
Name: _____
Its: _____

State of Vermont, County of Chittenden. This record was acknowledged before me
on _____ (date) by _____.

Signature of Notary Public: _____
Stamp or certificate number: _____
Title of office: _____
My commission expires: _____

LEDGEWOOD SOUTH CONDOMINIUM ASSOCIATION, INC.

By: _____
Name: _____
Its: _____

State of Vermont, County of Chittenden. This record was acknowledged before me
on _____ (date) by _____.

Signature of Notary Public: _____
Stamp or certificate number: _____
Title of office: _____
My commission expires: _____

LEDGEWOOD HOME OWNERS' ASSOCIATION, INC.

By: _____
Name: _____
Its: _____

State of Vermont, County of Chittenden. This record was acknowledged before me
on _____ (date) by _____.

Signature of Notary Public: _____
Stamp or certificate number: _____
Title of office: _____
My commission expires: _____

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

CITY OF BURLINGTON

By: _____, Mayor or authorized designee

LEDGEWOOD EAST CONDOMINIUM ASSOCIATION, INC.

SIGNATURE PAGE 3 OF 3:
LEDGEWOOD SOUTH

By: _____
Name: _____
Its: _____

State of Vermont, County of Chittenden. This record was acknowledged before me
on _____ (date) by _____
Signature of Notary Public: _____
Stamp or certificate number: _____
Title of office: _____
My commission expires: _____

LEDGEWOOD I CONDOMINIUM HOMEOWNERS' ASSOCIATION, INC.

By: _____
Name: _____
Its: _____

State of Vermont, County of Chittenden. This record was acknowledged before me
on _____ (date) by _____
Signature of Notary Public: _____
Stamp or certificate number: _____
Title of office: _____
My commission expires: _____

SOUTHWIND-BY-THE-LAKE CONDOMINIUM HOMEOWNERS' ASSOCIATION, INC.

By: _____
Name: _____
Its: _____

State of Vermont, County of Chittenden. This record was acknowledged before me
on _____ (date) by _____
Signature of Notary Public: _____
Stamp or certificate number: _____
Title of office: _____
My commission expires: _____

LEDGEWOOD SOUTH CONDOMINIUM ASSOCIATION, INC.

By: Elizabeth (Betsy) Liley
Name: Betsy Liley
Its: Board President

State of Vermont, County of Chittenden. This record was acknowledged before me
on 3/12/25 (date) by Elizabeth Liley
Signature of Notary Public: Daniel Thayer
Stamp or certificate number: 157.0012740
Title of office: Notary Public
My commission expires: 1/31/27

DANIEL THAYER
Notary Public - State of Vermont
Commission # 157.0012740
My Commission Expires Jan 31, 2027

LEDGEWOOD HOME OWNERS' ASSOCIATION, INC.

By: _____
Name: _____
Its: _____

State of Vermont, County of Chittenden. This record was acknowledged before me
on _____ (date) by _____
Signature of Notary Public: _____
Stamp or certificate number: _____
Title of office: _____
My commission expires: _____

MOU between the City of Burlington and the Ledgewood I, Ledgewood East, Southwind, Ledgewood South and Ledgewood Home Owners Associations

ATTACHMENT 1

The **Ledgewood I Association** manages certain property and facilities that are common to the owners of 76 units in the Ledgewood I Condominium in Burlington, Vermont, as more particularly described in the Declaration of Ledgewood I Condominium, dated January 15, 1981, made by Ledgewood Associates as Declarant, and recorded in the City of Burlington Land Records in Vol. 271 at page 481, as amended from time to time.

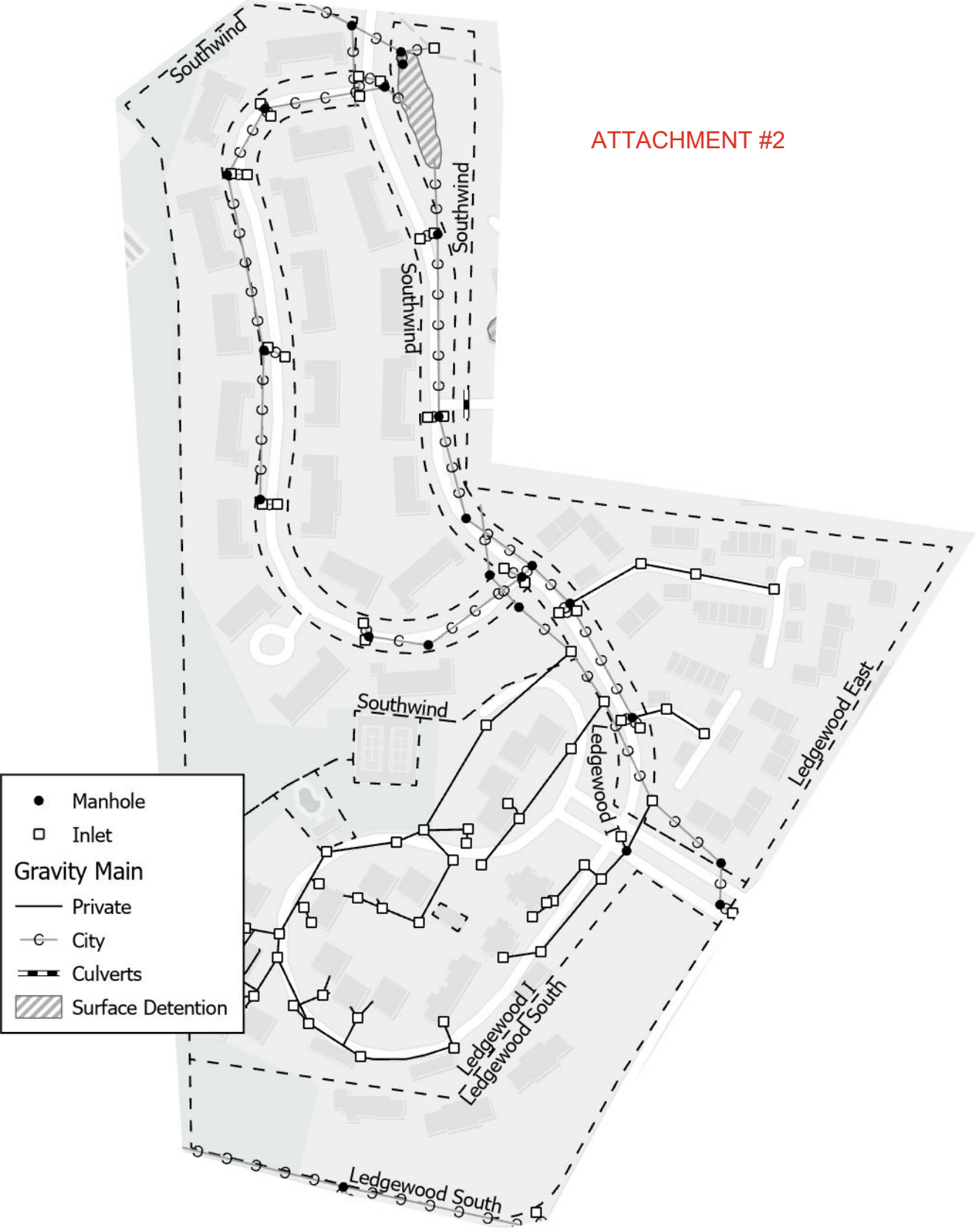
The **Ledgewood East Association** manages certain property and facilities that are common to the owners of 40 units in the Ledgewood East Condominium in Burlington, Vermont, as more particularly described in the Declaration of Ledgewood East Condominium Association, dated June 15, 1984, made by Ledgewood Associates, as Declarant, and recorded in Volume 309 at page 52 of the City of Burlington Land Records and as amended and restated in 2004 (received 4/26/04, Vol. 868) and as amended with its Second Amendment (11/12/12, Vol. 1196 Pages 52-54).

The **Southwind Association** manages certain property and facilities that are common to the owners of 69 units in the Southwind-by-the-Lake Condominium in Burlington, Vermont, as more particularly described in the Declaration of Condominium of Southwind-by-the-Lake, dated July 30, 1986, made by Homestead Design Inc., as Declarant, and recorded in Volume 341 at page 129, and as amended by the First Amendment (10/1/86, Vol. 350/Pg. 55); Second Amendment (12/5/86, Vol. 350 Pg. 573); Third Amendment (5/23/87, Vol. 359, Pg. 781); Fourth Amendment (5/13/87, Vol. 364/Pg. 698); Fifth Amendment (9/8/87, Vol. 369/Pg. 70); Sixth Amendment (1/22/88, Vol. 375/Pg. 168); Seventh Amendment (7/8/88, Vol. 385/Pg. 90); and Eighth Amendment (7/15/88, Vol. 385/Pg. 92).

The **Ledgewood South Association** manages certain property and facilities that are common to the owners of 24 units in the Ledgewood South Condominium in Burlington, Vermont, as more particularly described in the Declaration of Condominium of Ledgewood South, dated June 14, 1982, made by Ledgewood Associates as Declarant, and recorded in the City of Burlington Land Records in Vol. 283, at page 90, as amended from time to time.

The **Ledgewood Home Owners Association** manages certain property and facilities that are common to the owners of 210 units in the Ledgewood I, Ledgewood East, Ledgewood South, and Southwind-by-the-Lake Condominiums, as more particularly described in the Declaration of Covenants, Conditions and Restrictions dated January 15, 1981 made by Ledgewood Associates, as Declarant, and recorded in Volume 271 at Page 512 of the City of Burlington Land Records, as amended by First Amendment dated June 3, 1981 (Vol. 225/Pg. 333), as amended by Second Amendment dated July 17, 1981 (Vol. 275/Pg. 509), as amended by [Third] Amendment dated June 21, 1982 (Vol. 283/Pg. 141) (as amended, the "LHOA Declaration").

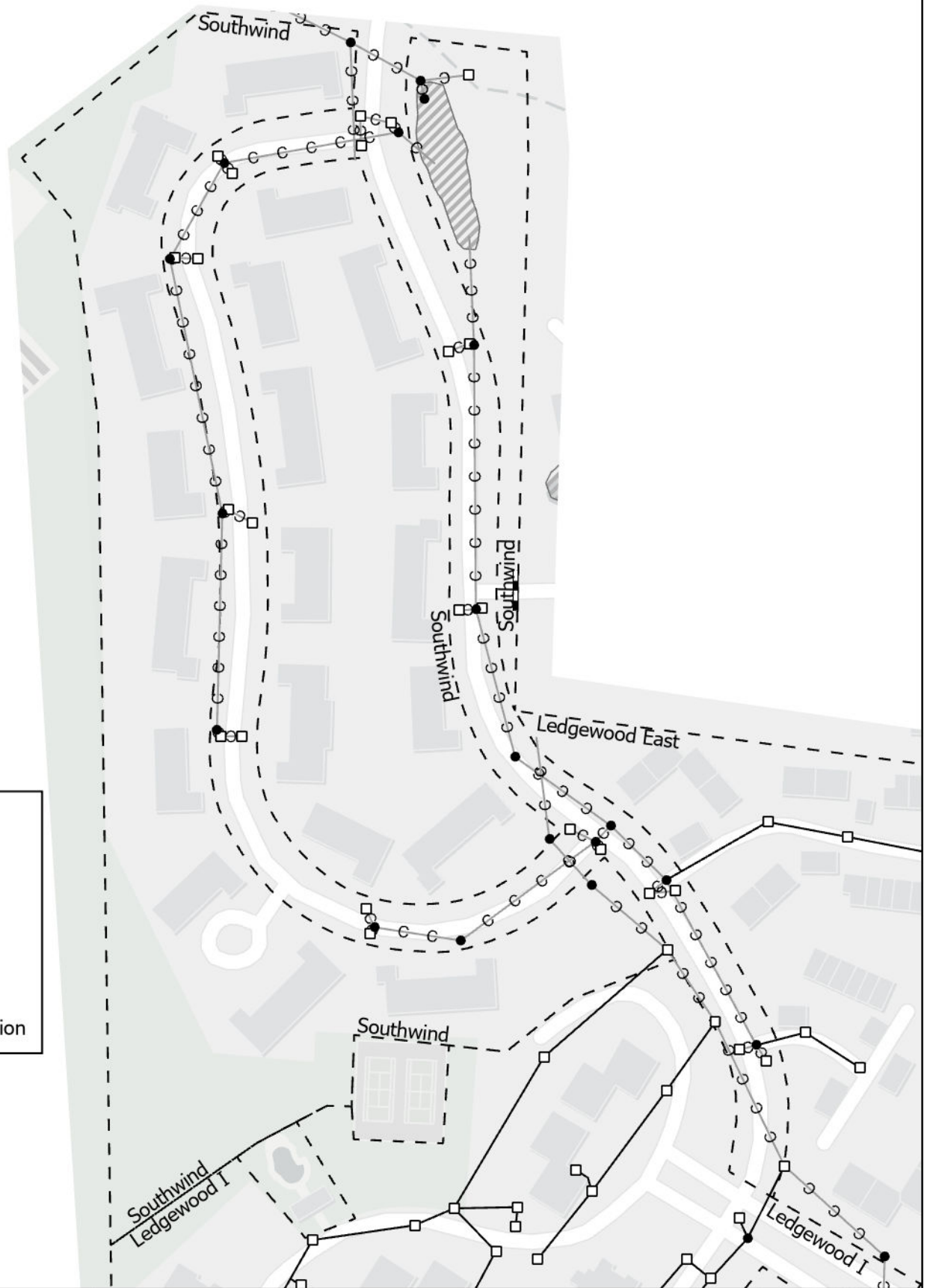
ATTACHMENT #2



**BURLINGTON
PUBLIC WORKS
WATER RESOURCES**
235 Penny Lane
Burlington, VT 05401
(802) 863-4501



DRAWN RW
CHECKED
SCALE 1 : 3,000
DATE 12/18/2024
Page 122 of 252



**Stormwater Maintenance
Southwind
Page 2 of 6**

Approximate stormwater
asset and boundary locations
for illustrative purposes.



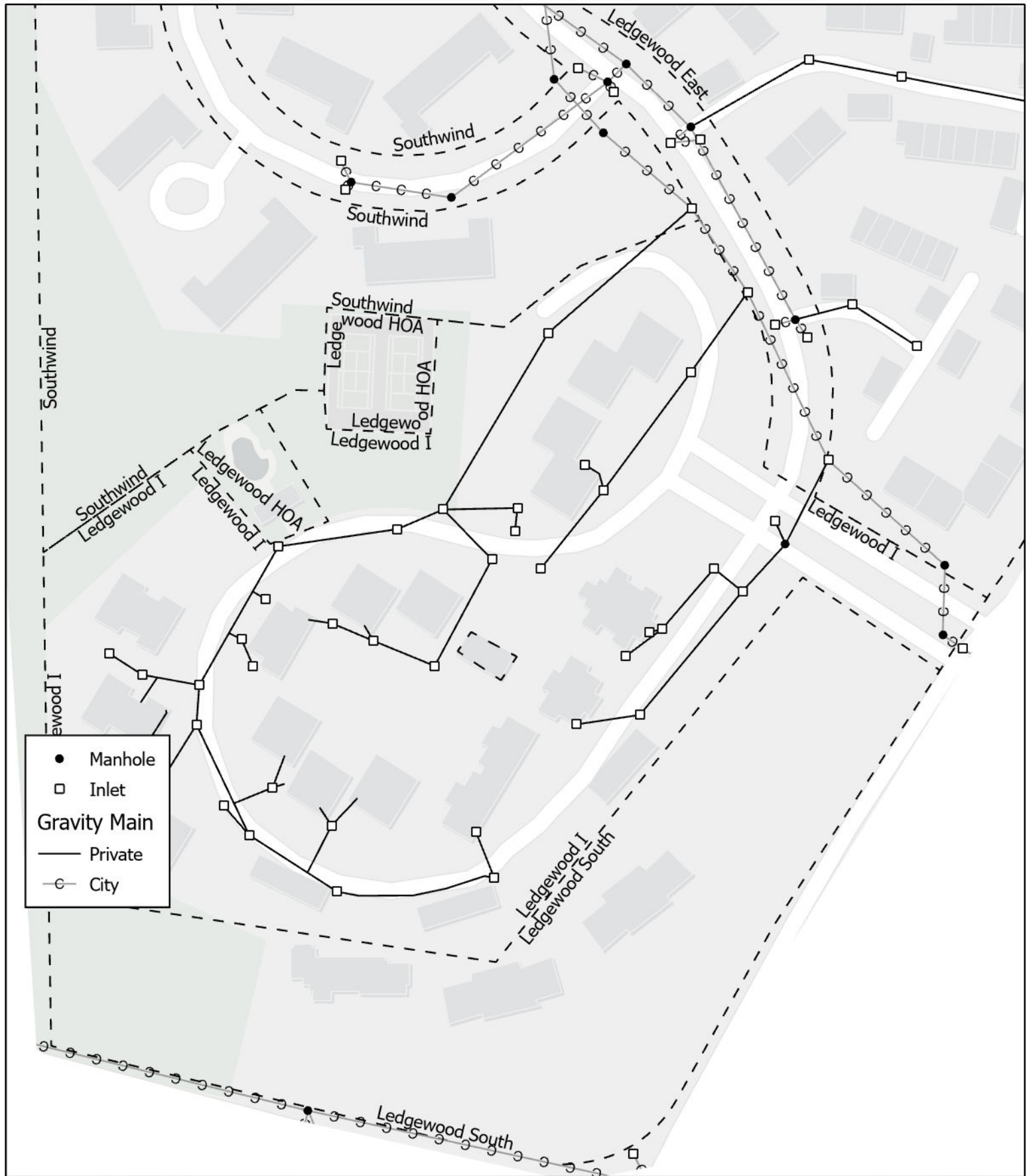
**BURLINGTON
PUBLIC WORKS
WATER RESOURCES**
235 Penny Lane
Burlington, VT 05401
(802) 863-4501



DRAWN
RW
CHECKED

SCALE
1 : 2,100

DATE
12/18/2024



**Stormwater Maintenance
Ledgewood I
Page 3 of 6**

Approximate stormwater
asset and boundary locations
for illustrative purposes.



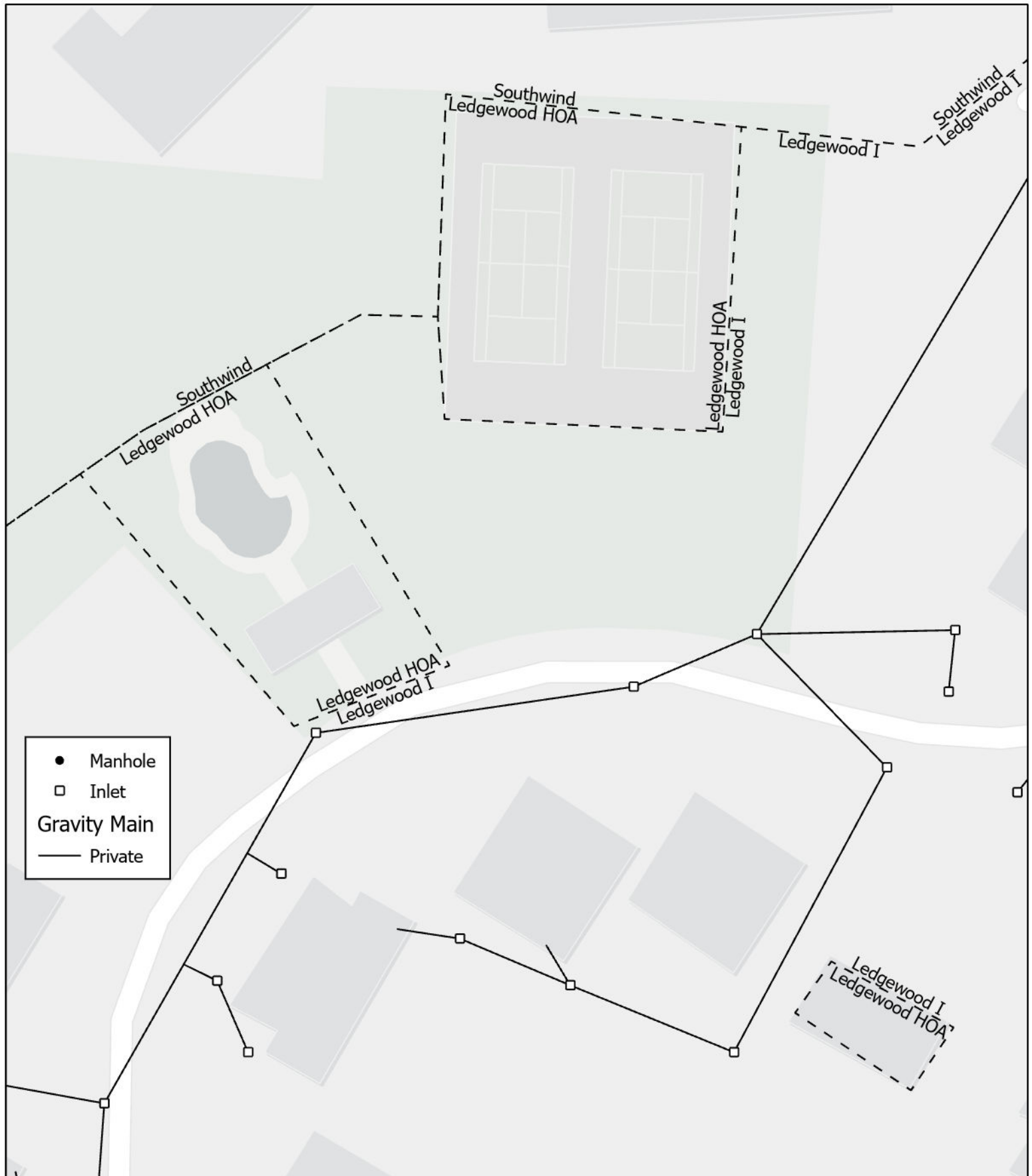
**BURLINGTON
PUBLIC WORKS
WATER RESOURCES**
235 Penny Lane
Burlington, VT 05401
(802) 863-4501



DRAWN
RW
CHECKED

SCALE
1 : 1,600

DATE
12/18/2024



**Stormwater Maintenance
Ledgewood HOA
Page 6 of 6**

Approximate stormwater
asset and boundary locations
for illustrative purposes.



**BURLINGTON
PUBLIC WORKS
WATER RESOURCES**
235 Penny Lane
Burlington, VT 05401
(802) 863-4501



DRAWN
RW
CHECKED

SCALE
1 : 600

DATE
12/18/2024

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The user acknowledges and agrees all inherent limitations of the maps and data, and that the City of Burlington assumes no liability for damages incurred directly or indirectly resulting from incomplete, incorrect or missing information; including any direct, indirect, special or consequential damages, however caused or under any theory of liability, whether in tort, contract, strict liability or otherwise.

STORMWATER SYSTEM AGREEMENT
between
CITY OF BURLINGTON, VERMONT, and
STRATHMORE HOMEOWNERS ASSOCIATION, INC.

This Stormwater System Agreement (this "Agreement") is entered as of _____, 2025 (the "Effective Date") between the City of Burlington, a Vermont municipal corporation acting by and through its Department of Public Works (the "City"), and Strathmore Homeowners Association, Inc., a Vermont domestic non-profit corporation (the "Association"), with respect to the following facts:

- A. The Association owns and manages common areas and common improvements at the housing development known as Strathmore at Appletree Point, and as more particularly set forth in Article VI in that certain document entitled Declaration of Planned Unit Development: Strathmore at Appletree Point, dated as of September 22, 1986 and recorded as of October 14, 1986 in the City's Official Records at volume 350, page 62-97.
- B. On October 12, 2023, the Vermont Agency of Natural Resources ("ANR") issued Discharge Permit No. 3822-9050 (the "Permit"), naming the City of Burlington and Strathmore as joint permittees. The Permit authorized a discharge of stormwater runoff from the roads, parking areas, roofs, and other impervious surfaces located on the properties owned or managed by the permittees. The Permit was subject to updated regulatory requirements as part of ANR's General Permit No. 3-9050, issued on September 1, 2020, which went into effect on December 1, 2020.
- C. The Permit requires construction and maintenance of certain improvements within the properties owned or managed by the permittees to manage the discharge of stormwater. Collectively, those improvements are referred to in this Agreement as the "Stormwater System". A diagram of the Stormwater System outlining the O&M (defined below) responsibilities specific to the City and the Association is attached hereto for reference only as **Attachment 1**.
- D. Components of the Stormwater System that are located within rights of way that have been conveyed and accepted to the City, or components of the Stormwater System that convey runoff primarily from those rights of way through property managed by the Association and shall later be deeded to the City through easement are referred to collectively herein as the "Public Stormwater System". The remaining components of the Stormwater System, that is, components that primarily convey runoff from the privately-owned properties managed by the Association, are collectively referred to as the "Private Stormwater System." The City is responsible for the operation, maintenance, repair, rehabilitation, replacement, improvement, and upgrade (collectively, "O&M") of the components of the Public Stormwater System located with the rights of way. The Association is responsible for the O&M of all components of the Private Stormwater System that are located on property managed by the Association, except for New Infrastructure (defined below). O&M responsibilities for the components of the Public Stormwater System located on property managed by the Association, are shared between the City and the Association as agreed upon and defined herein. This Agreement contemplates that the City will have the ability to construct new infrastructure as part of the Private Stormwater System that will increase the capacity or functionality of the Stormwater System ("New Infrastructure"), and that the City will be responsible for O&M of such New Infrastructure unless otherwise agreed between the parties.

TJP
3/25/25

- E. The Public Stormwater System is covered under ANR's General Permit No. 3-9014, issued and effective on September 28, 2023. This permit is commonly known as the Municipal Separate Storm Sewer Systems Permit, or simply as the "MS4 Permit". The MS4 Permit covers stormwater runoff from public roads within the City, municipally owned and controlled impervious surfaces, and developed lands for which the City has assumed full legal responsibility. Incorporation of developed lands for which the City has assumed full legal responsibility ("Incorporation") is subject to Subpart 7 of the MS4 Permit, which states that as a condition precedent to Incorporation, a permittee shall have: legal control of the stormwater system, including a legal right to access the system; a legal duty to maintain the system properly; and a legal duty to re pair and replace the system when it no longer protects the waters of the state adequately. Collectively, these rights and duties are referred to as "Full Legal Responsibility".
- F. Subpart 7 read together with Subpart 3.8 of the MS4 Permit provide that Incorporation is processed as a major amendment for purposes of 10 V.S.A. Chapter 170. The City desires Incorporation of the Private Stormwater System under the MS4 Permit, subject to the terms and conditions of this Agreement, and the Associations desire to grant the City Full Legal Responsibility to make Incorporation of the Private Stormwater System legally possible. In approving this Agreement, each party finds that Incorporation, subject to the terms and conditions of this Agreement, is in their mutual interest, and that it is in their mutual interest to cooperate to achieve State of Vermont and City water quality standards.
- G. The purposes of this Agreement (its "Stated Objectives") are to: outline a process for Incorporation, define the parties' roles and obligations with respect to Incorporation and O&M, protect the City and its taxpayers from liability for the acts and omissions of the Association, and avoid any public subsidy of private benefit for the Association and its members. After incorporation is completed into the City's MS4 Permit, no additional annual stormwater fees will be collected by the State from the Association for permit purposes.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Association Responsibilities.
 - a. Except as otherwise provided in this Agreement with respect to New Infrastructure, the Association shall continue to be responsible for all O&M of the Private Stormwater System as reasonably necessary to maintain the system in working order, in compliance with the MS4 Permit requirements and other applicable laws. The Association shall also be responsible for the Light Maintenance (e.g., landscaping, and litter control) of the components of the Public Stormwater System located on property managed by the Association. Additionally, the Association is responsible for the Heavy Maintenance (e.g., sediment removal, dredging, and infrastructure repairs/replacement) of the conveyance swale located between Nottingham Ln, Westminster Dr and Muirfield Rd and between Muirfield Rd and Appletree Point Rd, which is a part of the Public Stormwater System located on property managed by the Association, as shown in Attachment 1.

TJP
8/25/23

- b. As a condition precedent to the City's obligations under this Agreement, within a reasonable time after execution of this Agreement, the Association shall convey to the City, in a form reasonably acceptable to the City, one or more easements covering the portion of the Private Stormwater System located on property managed by the Association together with such additional easements as may be reasonably necessary to ensure access to it, sufficient to ensure Full Legal Responsibility for the Association's portion of the Private Stormwater System, and portions of the Public Stormwater System not previously conveyed to the City in an easement by the City.
- c. As a further condition precedent to the City's obligations, the Association shall correct, at the Association's sole cost, any deficiencies to the Private Stormwater System.
- d. If, subsequent to Incorporation, the City reasonably determines that compliance with the MS4 Permit requires acquisition of additional easements or other interests in land sufficient to ensure Full Legal Responsibility, the Association shall grant such additional interests and, for itself and its members, does hereby waive any rights to appraisal, compensation, payment, or other benefits, if any, to which they would otherwise be entitled under applicable law.
- e. The Association shall reimburse any penalties or other costs incurred by the City if:
 - e.i. ANR's issuance or renewal of the MS4 Permit for the Stormwater System requires a capital improvement or upgrade of the portion of the Private Stormwater System located on property managed by the Association not caused by the City's construction of New Infrastructure;
 - e.ii. The Public Stormwater System suffers damage caused by the Association; or
 - e.iii. An extreme unforeseen circumstance requires extraordinary repair or reconstruction unique to the Private Stormwater System.

3. City Responsibilities.

- a. The City shall continue to be responsible, without cost to the Association, for the O&M of the components of the Public Stormwater System located within the rights of way. The City shall also be responsible for the Heavy Maintenance of the stormwater pipe located between Curtis Ave and Cumberland Rd, and between Edinborough Dr and the aforementioned conveyance swale. Additionally, the City shall be responsible for the Heavy Maintenance of the two detention basins located off Muirfield Rd and Appletree Point Rd, as shown in Attachment 1. All regular inspections required for compliance with the MS4 Permit shall be completed by or on behalf of the City. The results of these inspections shall be provided to the Association. At that time, the City will notify the Association of any maintenance needs identified during the inspection.
- b. If, at any time, the City reasonably determines that the Association has failed to perform any of its responsibilities under Section 2(a) of this Agreement, the City shall provide written notice to the Association and a reasonable opportunity to cure of not less than ninety (90) days in the case of structural repairs or other alterations, unless applicable law requires that the repairs or alterations be made sooner, or of not less than thirty (30) days in the case of other misfeasance or nonperformance, unless applicable law

TJP
8/15/22

requires that the issue be cured sooner; notwithstanding the foregoing, so long as the Association commences to cure an identified failure within the required period and thereafter diligently prosecutes such cure to completion, the City shall grant reasonable extensions of time. If the Association fails to provide a cure within the time allowed, then the City shall cure the misfeasance or nonperformance and shall bill the Association for all costs reasonably and actually incurred in addition to a ten percent (10%) surcharge to cover the City's administrative costs.

4. New Infrastructure. For purposes of carrying out the City's obligations under Section 3, the Association hereby appoints the City to take any and all actions that the City reasonably determines is necessary or convenient to comply with the MS4 Permit or other applicable laws with respect to the Stormwater System, including the construction of New Infrastructure within the easement areas granted pursuant to this Agreement; provided, however, that the City shall be responsible for all O&M relating to any such New Infrastructure. To the extent this obligation creates any ambiguity, the parties will meet and confer in good faith to negotiate an appropriate amendment to this Agreement or separate agreement to resolve the ambiguity.
5. Indemnification. The Association shall hold harmless, indemnify, and defend the City and its officers, employees, agents, successors, and assigns (each an "Indemnitee" and collectively the "Indemnites") from any and all claims, liabilities, damages, penalties, fines, liens, or costs, including, without limitation attorneys' fees and costs, of any kind or nature whatsoever (collectively, "Claims") arising from or relating to: (1) the failure of the Association to perform O&M of the Private Stormwater System; (2) the Association's negligence or willful misconduct in its performance under this Agreement, including that of its officers, employees, agents, successors, or assigns; and (3) any Indemnitee's performance of O&M pursuant to Section 3(b) of this Agreement; provided, however, that the Association's obligations under this Section shall not extend to Claims arising from any Indemnitee's gross negligence or willful misconduct.
6. Insurance. The Association shall maintain in place throughout the term of this Agreement the following policies of insurance from an admitted carrier rated by A.M. Best Co. as A:VII or higher:

Commercial General Liability insurance covering bodily injury, personal injury, and property damage arising from work performed by the Association or on its behalf with respect to the Private Stormwater System, with minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Indemnites shall be endorsed as additional insureds on all policies on a primary, noncontributory basis using endorsements CG 20 10 and CG 20 37 or their equivalents for a period of three years, and the policies shall be endorsed to waive any right of subrogation against the Indemnites that may exist and to provide the City with thirty (30) days' notice of cancellation.. The Association shall ensure that contractors or other professionals performing work on the portions of the Private Stormwater System located on property managed by the Association have comparable policies of insurance.

If the Association fails to obtain the required insurance policy, the City shall have the right, but not the duty, to obtain the same and to bill the Association for the cost thereof.

7. Payments to Constitute a Lien. Any unpaid amounts due under this Agreement to the City not made shall constitute a lien on the Association's property and shall be collectible in the same fashion as unpaid property taxes.

TS
jw/h

8. Liability for Property Taxes. The Association shall be solely responsible for any property taxes that may come due in connection with the Private Stormwater System.
9. Further Assurances. Each party shall execute such documents and take such further actions as may be reasonably necessary to effectuate the provisions of this Agreement.
10. Amendments to the MS4 Permit. For the avoidance of doubt, and unless the context unequivocally requires otherwise, references in this Agreement to the MS4 Permit include any amendments to the MS4 Permit and any subsequent or successor permit or other instrument thereto, by whatever name it may be known.
11. Term & Termination. This Agreement shall remain in effect until terminated by mutual agreement; provided, however, that any Party may terminate it in case of another party's material breach following notice and a reasonable opportunity to cure, provided that no termination shall be effective until each Party shall have been given a reasonable opportunity to obtain permit coverage for those elements of the Stormwater System for which it is responsible under this Agreement in compliance with applicable stormwater laws and regulations.
12. Independent Contractors. The parties hereto are independent contractors, and neither party is the agent or principal of the other. By entering this Agreement, the parties do not intend to create a partnership, joint venture, or similar enterprise.
13. Third-Party Beneficiaries. There are no third-party intended beneficiaries of this Agreement.
14. Interpretation. This Agreement shall not be construed against either party, but instead any ambiguity shall be construed liberally in furtherance of its Stated Objectives.
15. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings relating to the same, whether written, oral, or implied.
16. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in force to the extent necessary to effectuate the original intent of the parties, and especially the Stated Objectives, as closely as possible.
17. Waiver and Amendment. No waiver of this Agreement shall be valid unless in writing, notwithstanding the passage of time, and no waiver shall constitute a continuing waiver of the same or another provision. This Agreement may not be amended except in a writing executed by both parties. It is agreed and understood that the parties have outstanding disagreements concerning the allocation of responsibility between them. The parties shall continue to meet and confer in good faith and shall amend and restate this Agreement accordingly if a mutually agreeable resolution is reached. For greater clarity, the foregoing obligation is merely to continue to negotiate in good faith, and nothing herein requires either party to consent to any proposal for any amendment hereto.
18. Covenants Run with the Land. The parties' respective rights and duties under this Agreement shall run with the land and shall accrue to the benefit of and be binding upon both parties' respective successors and assigns as if they were parties to this Agreement.

TJP
1/25/15

19. Choice of Law and Venue. This Agreement shall be construed according to Vermont law, notwithstanding conflicts of law principles, and venue for any dispute arising from this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any other law.
20. Dispute Resolution. Neither party shall file any litigation arising from this Agreement without first attempting in good faith to resolve the parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.
21. Attorneys' Fees. In case of any litigation arising from this Agreement, the prevailing party shall be entitled to attorneys' fees and costs.
22. Notice. Any notice required under this Agreement shall be delivered to the party entitled to notice by personal delivery, deposit in the U.S. mail (first-class postage prepaid), overnight delivery by a reputable courier, or electronic means. Notice by personal delivery shall be deemed given upon receipt. Notice by mail shall be deemed given three (3) days after deposit in the mail. Notice by overnight courier shall be deemed given one (1) day after deposit with the courier. Notice by electronic means shall be deemed given upon written acknowledgement of receipt. Unless changed by notice, notices shall be given as follows:

City: City of Burlington
Dept. of Public Works
Water Resources
Attn: Megan Moir
235 Penny Lane
Burlington, VT 05401
mmoir@burlingtonvt.gov

Strathmore: As stated in the corporate filing for this Association maintained by the Vermont Secretary of State in its online corporate database.

23. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed electronically and may be notarized electronically to the extent authorized by 26 V.S.A. Chapter 103 and the rules and regulations promulgated thereunder, and an electronic copy or other facsimile of this Agreement shall be treated as an original. The signatories of this Agreement represent and warrant their authority to bind their respective parties hereto.
24. Recordation. This Agreement and any amendment hereto shall be recorded in the Official Records of the City of Burlington.

[Signatures on Following Page]

TS
8/25/20

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

CITY OF BURLINGTON

By: _____, Mayor or authorized designee

State of Vermont, County of Chittenden. This record was acknowledged before me on _____
(date) by _____.

Signature of Notary Public: _____

Stamp or certificate number: _____

Title of office: _____

My commission expires: _____

STRATHMORE HOMEOWNERS ASSOCIATION, INC.

By: _____

Name: THOMAS J. CASEY

Its: PRESIDENT - STRATHMORE HOMEOWNERS ASSOCIATION

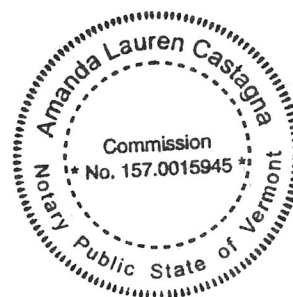
State of Vermont, County of Chittenden. This record was acknowledged before me on August 25th, 2025
(date) by Amanda Lauren Castagna.

Signature of Notary Public: Amanda Lauren Castagna

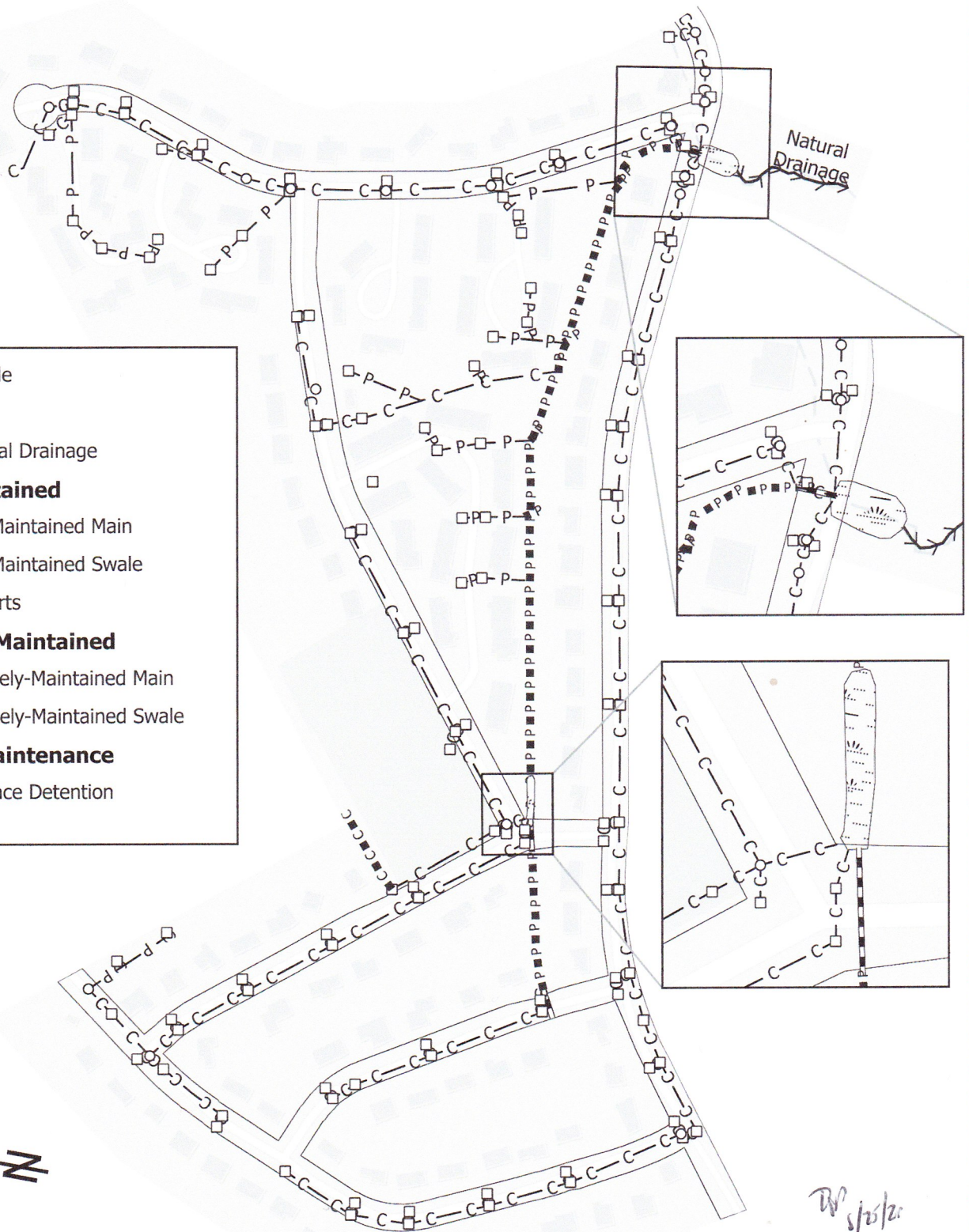
Stamp or certificate number: 1570015945

Title of office: Notary Public

My commission expires: 01/31/2024



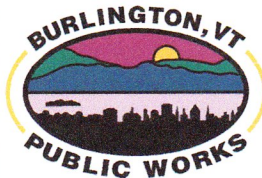
ATTACHMENT 1



- Manhole
- Inlet
- Natural Drainage
- City-Maintained**
 - C- City-Maintained Main
 - C■C City-Maintained Swale
 - C— Culverts
- Privately-Maintained**
 - P- Privately-Maintained Main
 - P■P Privately-Maintained Swale
- Shared-Maintenance**
 - [Hatched Box] Surface Detention

**Stormwater Division of
Maintenance Responsibilities**

Approximate asset and
boundary locations at
Strathmore at Appletree.



**BURLINGTON
PUBLIC WORKS
WATER RESOURCES**
235 Penny Lane
Burlington, VT 05401
(802) 863-4501

DRAWN
RW
CHECKED

SCALE
1 : 3,813

DATE
7/21/2025

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Board of Finance and City Council Submission Checklist

Seth Kuchenbecker, Stormwater

Department: DPW-Water Resources Submitter: Program Manager
Authorization to Execute Stormwater Agreements for "Three-Acre" Permit
Title/Subject: Incorporation into the City's MS-4 Permit

	Approval:	Meeting Date:
☐	Board of Finance	
☒	City Council	9/8/2025
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	9/2/2025	Chapin Spencer
Mayor's Office informed and approved memo	Yes	9/3/2025	Erin Jacobsen
Board/Commission, if required			
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	9/2/2025	Erik Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	9/2/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	9/2/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

Lori Olberg

From: Jaeger Nedde <jnedde@neddere.com>
Sent: Monday, August 25, 2025 9:45 AM
To: City Council
Cc: Lori Olberg; Mayor's Office
Subject: Burlington is almost dead, this is our last chance

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

Burlington City Council/Mayor,

We own multiple buildings and businesses in Burlington. Tenants and customers are leaving this city as they **don't feel safe and are not safe**. Our maintenance staff have been threatened kicking people off our properties. Some of our guys have been stabbed by needles. We estimate we've picked up 1,300-1,800 needles over the past 2 years.

We need the following:

1. Your support on the resolution to address the significant problems and illegal activity in City Hall Park at your Monday Aug, 25th meeting. Failure to do so will result in the death of downtown, and the responsibility of that will be BVT Leadership.
2. An end to open-air drug dealing and use on our streets in our parks.
3. Real consequences to crimes.

Thanks,

Jaeger Nedde
Brokerage & Development

NEDDE
real  estate

747 Pine Street, Suite 501
Burlington, VT 05401
Phone: 802.777.0732
Email: jnedde@neddere.com
Website: www.nedderealestate.com

State of Vermont
Department of Public Service
112 State Street
Montpelier, VT 05620-2601
<http://public.service.vermont.gov>

[phone] 802-828-2811
[fax] 802-828-2342
[tdd] 800-734-8390

August 29, 2025

Edward McNamara, Chair
Margaret Cheney, Commissioner
J. Riley Allen, Commissioner
Vermont Public Utility Commission
112 State Street
Montpelier, VT 05620

RE: Burlington Electric Department

Dear Chair McNamara, Commissioner Cheney, and Commissioner Allen:

Thank you for your letter dated July 31, 2025, in which the Commission notes the Department's stated concerns regarding Burlington Electric Department's ("BED") troubling pattern of "regulatory errors, inconsistencies, and shortfalls." The letter enumerates a number, but not all of the examples that comprise BED's regulatory deficiencies, both as an energy efficiency utility and as a distribution utility, that led to the Department's filings and public statements. The Commission's letter concludes with a request for the Department's recommendation "on an approach to facilitate effective regulatory engagement" on the part of BED. As described below, the Department recommends a focused management audit of BED's key business practices.

More specifically, the Department recommends that the Commission open an investigation into BED's internal quality controls. As part of this investigation, the Department would engage a firm with the requisite expertise to conduct a business process audit with a specific focus on internal quality controls. It is the Department's expectation that BED would fully cooperate and collaborate with the selected auditing firm. While BED's internal practices have not yet been assessed, an audit could reveal the need to implement additional quality controls. Examples of such controls include:

- **Regulatory Quality Controls** – Ensuring processes to maintain compliance with state and federal regulations.
 - *Compliance Monitoring* that would include multiple levels of data review, supporting document verification, and independent calculations to ensure filing accuracy.
 - *Reporting Controls* that would include data validation and supervisor review.
 - *Record Keeping* that would include transaction logs and create audit trails for all system changes, including user identification, timestamps, and approval documentation.

- **Operational Quality Controls** - Clear documentation of policies and procedures to understand how decisions are made and evaluate the effectiveness of internal operations with a goal of ensuring consistency, compliance, and accountability.
- **Financial Quality Controls** - Promote fiscal discipline, prevent waste, and ensure that all public funds are spent efficiently and effectively (e.g., *Revenue Management, Expenditure Controls*).
- **Cross-Functional Quality Controls**
 - *Training and Competency* assessments for all employees. Verify employee qualifications before authorizing specific work activities. Ensure adequate staffing levels and provide ongoing training, on-the-job performance monitoring, and feedback mechanisms. Ensure succession planning for critical positions.
 - *Continuous Improvement* processes that identify the root cause or systemic issue requiring corrective action. Implement performance metrics over time to identify degrading performance before it becomes problematic. This is a particularly pertinent discipline lacking at BED.

Again, this list is illustrative. BED's management performance issues regarding energy efficiency and power supply-related functions are well documented. What is not clear to the Department, however, is whether or how far these issues extend and how those issues might further disadvantage their customers. Our recommendation is that the audit focus on the four areas described above while taking a broader look at the overall management structure and culture.

Having said that, as documented in its Service Quality and Reliability Plan (SQRP) metrics, the Department believes it is important to note that BED delivers reliable service to its customers. Further, the Department receives very few complaints from BED's customers, and we note that BED seems to mostly enjoy strong customer support as evidenced by recent bond votes. Most importantly in this context, we do not believe that BED is intentionally obscuring facts or engaging in actions for any malicious purposes.

These are some of the reasons why the Department finds their poor performance in the identified areas so frustrating: they can do better, they know they should, and yet to date they have not. In fact, in the last two weeks, BED withdrew its Revised Miscellaneous Service Fees Tariff dated August 4, 2025, due to the Department uncovering multiple formula errors in the supporting spreadsheets that resulted in incorrect fee calculations. When alerted to these errors by Department staff, BED responds reasonably well but its continued mistakes and need of remedial help diverts precious resources from other critical Departmental responsibilities and comes at an as yet unquantified cost to their customers. Such a state is unsustainable.

The impact of BED's poor performance doesn't just affect their own customers and personnel, but all of Vermont's electric ratepayers. That is why, in the end, the Department recommends that the Commission open the investigation as described. We are mindful of the demands on BED personnel's time, the Department and Commission's time, and the possibility of unintended

negative consequences that may accrue from the recommended audit. Yet, it is BED's own performance that has brought us to this point.

The Department's goal in recommending this investigation and audit is to secure effective, comprehensive and sustained performance by BED to best ensure self-sustained reliable and affordable service. It is intended as a corrective action that the Department decided upon only after careful consideration of all other options. The Department would like nothing better than to help BED quickly secure an end state whereby all aspects of the utility's operations are effectively managed.

Thank you for your consideration of these recommendations.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kerrick Johnson', written in a cursive style.

Kerrick Johnson
Commissioner



**State of Vermont
Public Utility Commission**

July 31, 2025

Kerrick Johnson, Commissioner
Department of Public Service
112 State Street
Montpelier, VT 05620

Dear Commissioner Johnson:

The Department of Public Service (“Department”) recently stated in a Commission case that the City of Burlington Electric Department (“BED”) “has exhibited a concerning pattern of regulatory errors, inconsistencies, and shortfalls in recent years” and that stronger regulatory oversight is necessary to secure improved performance by BED in the context of its energy efficiency utility program.¹ In a July 2 *Seven Days* article regarding BED’s failure to properly document renewable energy credits from the McNeil Generating Station, you stated, “Prudence would dictate, in order to protect ratepayers, you look at the outward signs of effective management.”²

The Vermont Public Utility Commission (“Commission”) has observed this pattern of errors, inconsistencies, and shortfalls by BED both in its capacity as an energy efficiency utility and as a distribution utility.³ We identify the following examples in both current and past case.⁴

In Case No. 23-1985-INV, regarding 2024 energy efficiency charge rates, BED’s initial proposal was based on budgets larger than those approved by the Commission.⁵ Although this was corrected before a decision was issued, this lack of precision had the potential to cause BED ratepayers to overpay for EEC-funded activities.

In Case No. 22-3947-TF, BED filed a revised net-metering tariff to correct an error affecting 206 customers and amounting to \$26,275 in under-compensation.

¹ Case No. 25-0231-INV, Department Comments of 4/25/25.

² Kevin McCallum, *An Error Cost Burlington Electric \$1 Million*, SEVEN DAYS, July 2, 2025, <https://www.sevendaysvt.com/news/an-error-cost-burlington-electric-1-million-43900313>.

³ We opened this case to ensure transparency of this dialogue. This is not a Commission investigation.

⁴ We note that Chair McNamara is recused from some of the cases identified below. See Chair McNamara’s memorandum regarding conflicts and recusal (2/9/24), available at <https://puc.vermont.gov/document/chair-mcnamaras-memorandum-regarding-conflicts-and-recusal>. However, this case does not involve making new determinations regarding the merits of these past cases.

⁵ Case No. 23-1985-INV, BED Revised EEC filing, 11/3/23.

In Case No. 24-1832-INV, regarding energy efficiency charge rates for 2025, BED identified a significant negative balance in its EEU fund. The negative balance is likely the result of years of compounded errors in BED's energy efficiency charge calculations. The Commission opened Case No. 25-0231-INV to investigate the negative fund balance.

BED did not report output and fuel type for the McNeil Generating Station for the third quarter of 2024 in the NEPOOL GIS system. As a result, BED lost approximately \$951,000, while Green Mountain Power Corporation lost \$600,000 and the Vermont Public Power Supply Authority lost \$260,000.⁶

In Case No. 21-2701-INV, regarding 2022 energy efficiency charge rates, the Commission found that the manner in which BED had pursued its proposal was unacceptable because BED was aware that its proposal was inconsistent with a Commission Order yet made no mention of the inconsistency in its initial filing. The Commission noted that "the regulatory process is harmed when an entity subject to our jurisdiction does not act in a manner consistent with our decisions, particularly where such an entity acts as though it can make unilateral decisions that are inconsistent with a Commission order." The Commission stated that, going forward, it expected "marked improvement in BED's regulatory diligence."

On March 28, 2022, the Commission issued an order regarding its overall performance assessment of BED as an energy efficiency utility.⁷ The Commission found inconsistencies in BED's regulatory engagement. In its discussion, the Commission references Case No. 19-3272-PET, in which the Commission determined that BED had made multiple filings "that were late, had internal inconsistencies, were missing information, or included other mistakes."⁸ BED was directed to develop "robust processes for the internal review of documents before they are filed with the Commission, compliance checks to ensure timely response to Commission orders, and quality controls to verify that filings are made in the appropriate case(s) with all required materials."⁹ BED was directed to put these processes into place before the commencement of the next demand resources plan proceeding. The Commission stated that it is important for BED's filings to be timely, accurate, and complete.¹⁰

In Case No. 24-0598-PET, BED petitioned the Commission to reimburse its distribution utility operating accounts for expenditures that were incurred for the District Energy System ("DES") in calendar year 2023. The Commission denied the petition because BED should have requested Commission approval of the expenditures in advance, and

⁶ <https://www.sevendaysvt.com/news/an-error-cost-burlington-electric-1-million-43900313>

⁷ *Petition of the Department of Public Service, pursuant to 30 V.S.A. § 209(d)(2), requesting a proceeding to conduct Energy Efficiency Utility overall performance assessments and consideration of re-issuance of EEU order of appointments to provide services*, Case No. 21-1500-PET, Order of 3/28/22.

⁸ *Id.* at 15.

⁹ *Id.* at 16.

¹⁰ *Id.* at 18 ("BED has failed to meet several QPIs and MPRs over the past two performance periods. In the context of BED's organization qualifications, the Department seeks to see more evidence from BED that it is recognizing these shortfalls in a timely manner and managing the EEU's resources to address the shortfalls earlier in each performance cycle. It is incumbent on BED to continually assess performance and to bring issues to the Department and the Commission, as appropriate, as soon as the issues reach a reasonable level of concern.").

because the petition was ultimately an untimely effort to reconsider a prior Commission denial of a similar request.

In Case No. 24-1848-TF, BED asked the Commission to reopen its approval of BED's 2024 rate case decision due to errors in BED's cost of service. BED stated that its cost of service unintentionally included \$100,460.31 of expenses associated with the DES and did not disclose this information in a discovery response. As a result, the Department's testimony and the Commission's order are based on erroneous information provided by BED.¹¹

In Case No. 25-1010-INV, the Commission is investigating BED's expenditure of approximately \$2 million of energy efficiency utility and ratepayer funds on the development of a district energy system ("DES") in the 2021-2023 performance period. We will examine "the source(s) of funds for DES support spending, and whether BED had proper regulatory approval for these expenditures."¹²

In Case No. 24A-1346, BED's 2023 EEU Annual Report, BED acknowledged overspending its residential-sector resource-acquisition budget for the 2021-2023 performance period by 33% as a result of invoicing errors. In BED's response to the hearing officer's information request, BED stated, "In hindsight, however, BED should have been more proactive and informed the Commission of these issues sooner than the 2023 EEU Annual Report filing. BED will strive to provide more timely notices in the future."¹³

Act 151 of 2022 provides that an electric energy efficiency utility may use a portion of its approved resource-acquisition budget for specified thermal and transportation efficiency programs if certain criteria are met.¹⁴ In Case No. 22-1473-PET, BED was directed to make a compliance detailing its Act 151 activities because BED's implementation of certain parts of its Act 151 programs was inconsistent with representations that BED had made to the Commission.¹⁵

To date, and as evidenced by the above recent examples, the Commission has taken up BED's regulatory errors, inconsistencies, and shortfalls on a case-by-case basis, addressing the facts of a particular circumstance and the policy or legal consequences. However, the pattern of conduct that this list illustrates may necessitate a more holistic approach. The Commission is concerned that BED has not implemented adequate quality-control measures or identified the root cause of these issues. Therefore, we seek the Department's recommendation on an approach to facilitate effective regulatory engagement. We ask that the Department file a response in the next month in ePUC in this case. We appreciate the Department's consideration of this request.

¹¹ Case No. 24-1848-TF, BED Motion to Alter or Amend, 5/30/25.

¹² Case No. 25-1010-INV, Order of 5/20/25.

¹³ Case No. 24A-1346, letter of 8/13/24.

¹⁴ Vermont Public Act No. 151 (2022 Vt. Adj. Sess.).

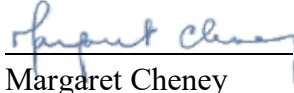
¹⁵ Case No. 22-1473-PET, Order of 7/8/24 ("BED's filings in this case are problematic. We conclude that BED's description of the Act 151 programs that it has implemented continues to be inconsistent with the program plans that BED provided in its DRP and in its re-allocation request.").

This letter is also being issued in multiple open Commission proceedings that concern BED. Vermont's other distribution utilities and energy efficiency utilities and parties to the above cases have been added to receive notice of this letter.

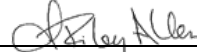
Sincerely,



Edward McNamara
Chair



Margaret Cheney
Commissioner



J. Riley Allen
Commissioner

PUC Case No. 25-1584-INV - SERVICE LIST

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Thank you to our
2025 Sponsors!



King Street Center's mission is to empower youth to explore their talents
and find their voice through learning, play, & opportunity.

King Street Center

Established 1971

www.kingstreetcenter.org

Summer 2025

Donate
Online:



LET LOVE MAKE US BRAVE

Nonprofits are stepping up where systems
are falling short, but we can't do it alone



Everyone has a child they love — whether it's your own, a niece or nephew, your best friend's, or a young person you've chosen to show up for because they deserve the steady presence of someone who believes in them. This is the purest form of love. It makes us brave and moves us to take risks we otherwise would never take.

There are everyday risks we're willing to let the children we love take: climbing just a little too high at the playground or heading out with friends and promising to be back by curfew. Then there are the risks we spend our whole lives trying to prevent: getting seriously hurt or putting yourself in harm's way. One day this past December, that love was forced to shine bright for one family at King Street Center.

The afternoon winter dusk had started to set in. Our early education day was wrapping up and parents were arriving to pick up their toddlers and preschoolers. One mom, holding her child on her hip, discovered her car wouldn't start. She called her partner for help. He arrived minutes later, pulled in behind her, left his car running, and stepped out to assist.

Three men stood near the front door of the Center with their car idling closeby, watching.

One walked back to their car. Another approached the family's still-running vehicle and

tried to open the door. The third remained near the Center's entrance observing. The partner noticed what was happening and quickly stepped in. "What do you think you're doing?" he asked, confronting the man.

That's when the third man came closer. An argument broke out — and then one of them shouted, "Get the gun! Shoot him! Shoot him!" The mother stood there, her young child in her arms. In mere seconds, a calm daily school pickup turned into a life-or-death situation. She bolted, throwing her child into her car and dove in after him.

Just 100 feet away, the K-5 students were turning the corner, walking back from Edmunds Elementary, laughing and chatting with staff, eager to get to King Street and blissfully unaware of what was unfolding steps ahead. The partner, scared but determined, stood his ground. He threatened them back and it worked. The men fled. The police arrived, took a statement, and told us, "This happens all the time. There's not much we can do."

We've experienced risk before at King Street Center — lockdowns, needles on the playground, people using drugs on our front steps. But this was different. It was a complete violation of a basic need — safety — that our children expect to find here everyday. This family should never have had to feel that vulnerable. Not in front of one of the few places they rely on

to support their family. Not in front of King Street Center.

If our community believes their safety is at risk coming to the Center, then we lose our ability to fulfill our mission.

So we took action and did something none of us ever imagined would be needed. We hired private security. We did this not because it's in our budget, but because we refuse to gamble with the safety of the people we serve. Now more than ever, kids in Burlington need a place of refuge where they can access not just basic needs, but also opportunities that build pathways to prosperity.

Unfortunately, this story is not only ours. We've spoken with over 20 nonprofit leaders across Burlington who've shared similar experiences and are also dealing with the rising costs of simply trying to carry out their mission on behalf of our community.

Local nonprofits are pouring hundreds of thousands of dollars into safety and security — money that should be going toward food, education, mentoring, mental health care, and enrichment opportunities. All the things our city relies on us to do.

We do this work with pride. The people who work in nonprofits are community warriors. They show up, endure secondary trauma, put aside

their own needs, and serve the most vulnerable. And the cost of doing so is rising — financially, emotionally, and mentally.

At the same time, threats to nonprofits and those we serve are coming from every direction. Looming federal cuts threaten not only King Street’s food and early education programs, but the health and well-being of financially unresourced families across Vermont.

We have yet to see the full impact of cuts to food benefits, Medicaid, housing vouchers, and other safety net programs, but we know it will make things worse. Right now, more than 200 children are exiting hotels with no stable place to sleep. Vermont’s children deserve local and state investment to prevent these risks from becoming reality.

People continue to ask us if we are seeing youth at the Center get involved with drugs. Fortunately, we are not. Our prevention programs are working. What we are seeing, however, are the conditions that make this type of risk much more likely in the coming years. Demand for drugs in Burlington hasn’t slowed and our youth continue to be exposed to it throughout our community. Without strong protective factors in place, years of prevention work can be undone in an instant — leaving young people vulnerable to the very outcomes we’ve worked so hard to avoid.

That’s why we care about the health of our city and are taking the risk of speaking up to say that it is time to proactively address the demand for drugs and intertwine compassion with accountability. We need to support not just nonprofits, but also the businesses we rely on to help fund programs, employ families, provide mentorship and volunteers, and secure our downtown core. As storefronts close and people stop coming into town, those empty spaces fill with risk. And when families — King Street families — can’t afford to leave, they’re left to live in the aftermath. They will be the ones held accountable.

There are too few places for teens to go in Burlington. Too few summer programs, weekend activities, or ways to earn money safely. King Street’s teen program is the largest it’s been in years — serving 62 youth — but every program has a waitlist. We cannot expand without greater support. It is not just us. Our partners face the same barriers.

It’s easy to feel overwhelmed — like there’s nothing to be done. But for us at King Street, the path is clear. Burlington must evaluate where its resources are going and better prioritize youth. We understand there are barriers, such as financial challenges, that risk getting in the way. Investments, however, reflect our values. And right now, there is not enough investment in youth. What does that say about our values?

The time to act is not years from now when it’s too late — it’s now. We must invest in their future with the same urgency and care we bring to any other crisis. Because this is a crisis – one that is looming and will be difficult to dial back. This is the moment the child you love has climbed one step too high and it’s time to shout: “Be careful. Don’t fall.”

To our community, our elected officials, and those who shape the future of Burlington: Please do not wait for our kids to fall. Do not let them be the aftermath of our inability to take risks for fear of discomfort, disagreement, or disruption. Let love make us brave — brave enough to act now, before the next child is caught in the crossfire of our inaction.

“I feel at ease when my kids are at King Street, knowing that they are at safe and supportive place.”

- King Street Center Parent, February 2025

Summer in Full Swing!

Bright Days.
Big Adventures.
Bold Futures.

Summer should be a time for joy, growth, and discovery — not a season where hard-won progress fades.

That’s why King Street Center matters so deeply. When school doors close, more than 150 young people step into a space where they’re seen, supported, and surrounded by people who believe in them.



Here, they don’t just hold on to what they’ve learned — they build on it.

They try new things, practice new skills, and grow in confidence through adventure, connection, and care.

Bring the Sunshine:

We need your help to raise \$10,000 to keep this momentum going!



It costs \$315 to support one student for a full week of summer programming. Your gift makes it possible. Help us keep the summer shining bright!

The True Magic of King Street

This spring, a mother arrived at King Street Center shaken up. Someone in her community, who is a legal resident, newly married, and building a life in Vermont, had been detained by ICE. “No more going outside. No more going downtown,” she said. “They’re taking away my community.”

Our Family Support Director, Carrie, listened, offered Know Your Rights resources, and reassured her. “If anything happens to my family,” she said to Carrie, “I’m coming to King Street. I know you can help me.”

This is the heart of King Street Center’s Family Support Program — walking alongside families in moments of uncertainty and helping them navigate the road ahead.

The program offers wraparound services that meet immediate

needs and build long-term stability. Emergency assistance helps with rent, car repairs, or medical bills. The Care Closet is stocked with essentials like diapers, formula, hygiene products, and gift cards. Families receive help enrolling in childcare and health coverage, and staff offer hands-on support navigating housing, healthcare, and immigration systems.

“When I come into the building they greet me, always check-in on my mental health and also give me time just to breathe.”

- King Street Center Parent, February 2025

While King Street has always supported families, this dedicated program deepens our connection and expands our ability to offer consistent, comprehensive support — leading to stronger, more stable outcomes for children.

But the Family Support Program is about more than crisis response. It’s about building trust, celebrating culture, creating space for

joy, and strengthening resilience.

At a recent family dinner, what began with two moms in the kitchen grew into a vibrant, shared effort. That evening, 175 people gathered — not just to eat, but to reconnect. Families brought dishes from their culture, sat on rugs, and shared stories that filled the room with warmth. Children danced. Laughter echoed in many languages. It was joyful and healing.

In moments like these, hope becomes a foundation families can count on. That’s the true magic of King Street and our Family Support Program — and it’s more essential now than ever.

Learn more about our Family Support Program & how you can get involved:



Lori Olberg

From: Michele Ambrosino <michele@thearchivesbar.com>
Sent: Monday, August 25, 2025 1:13 PM
To: Carter Neubieser; Joe Kane; Sarah Carpenter; Benjamin Traverse; Becca Brown McKnight; Evan Litwin; Marek Broderick; Melo Grant; Allie Schachter; Buddy Singh; Gene Bergman; Mark Barlow
Cc: mambrosino@readyfuneral.com; Mayor's Office; Lori Olberg
Subject: Burlington Is in Crisis — We Need Immediate, Decisive Leadership

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

Burlington Is in Crisis — We Need Immediate, Decisive Leadership

Dear Mayor Mulvaney-Stanak and Members of the Burlington City Council,

I am writing to you not just as a lifelong Burlington resident and third-generation business owner — but as someone who is on the verge of losing faith in a city my family has loved, served, and invested in for over eight decades.

My grandfather opened Ready Funeral Home in the heart of Burlington in the 1940s. My father was raised on Cherry Street. We were a part of this city's foundation — until Urban Renewal forced our family business out of downtown in the 1960s. Still, we didn't leave. We relocated to Shelburne Road and kept serving this community with pride.

In 2023, we purchased a funeral home on North Winooski Avenue, taking over from a retiring colleague, eager to return to the Old North End and carry on a 50-year legacy. But within a year, we were forced to sell. Constant drug use on our front steps, in our parking lot, and even in the cemetery behind our building made the space unsafe — not just for our staff, but for grieving families. It was devastating: emotionally, financially, and professionally.

Despite that, we didn't walk away from Burlington. In early 2024, we purchased The Archives Bar, because we still believed this city could turn a corner.

But we're quickly reaching the end of that belief.

Today, The Archives is under siege by the same unchecked crisis:

- * Sales are down. People avoid downtown because they feel unsafe — and they're right.
- * We've cut hours.
- * Our staff is in constant turnover. They're harassed, threatened, and scared.
- * We call BPD and Howard Center daily about the same individuals — many of whom are openly using, dealing, or committing crimes right outside our front door. Nothing changes. No one is held accountable.

We are not outliers. We are not exaggerating. This is the reality for businesses across Burlington. And without immediate, courageous leadership, more of us will close our doors — not because we failed, but because we were failed.

We are asking you to act — now.

1. Pass the resolution addressing lawlessness in City Hall Park at your meeting on Monday, August 25th.
2. Expand enforcement and safety efforts across the entire Downtown and Waterfront district. Do not simply shift the problem from one block to another.
3. End the open-air drug market that has taken over our city. Burlington cannot survive this level of chaos and disorder.

4. Enact a 12- to 18-month construction pause once the Main Street project is complete to give small businesses the space and stability to recover.

We are not looking for sympathy. We are demanding action. Sometimes that action is realizing the need to ASK FOR HELP from others.

We want to believe in Burlington. We want to stay. But if this city cannot protect its businesses, its workers, and its residents, we will have no choice but to walk away — and we will not be the last.

The time for discussion is over. The time for decisive leadership is now.

Sincerely, 

Michele Ready Ambrosino

Owner

Ready Funeral Service, Inc

The Archives Bar

802-598-7047

Lori Olberg

From: Shayne Lynn <shayne@hifivt.com>
Sent: Monday, August 25, 2025 3:45 PM
To: City Council
Cc: Lori Olberg; Mayor's Office; Becca Brown McKnight; Benjamin Traverse
Subject: Take Immediate Action to Save Burlington
Attachments: Untitled attachment 00013.txt; signature.asc

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

Dear Burlington City Council & Mayor,

I have lived in Burlington for over 25 years and have operated a downtown business for nearly 15 years. I have never seen conditions this alarming.

Moreover, the issues plaguing our downtown are no longer confined to City Hall Park or Church Street—they are spreading rapidly into our neighborhoods. Over the weekend my backyard neighbor came home to find someone had broken in and was sleeping on their couch. This is no longer an isolated incident.

It is a clear and escalating sign that lawlessness is going unchecked. Burlington is on the brink. If immediate action is not taken to uphold accountability and enforce the law, we will lose the very safety, stability, and trust that keep this city livable for residents and viable for businesses.

Burlington cannot afford inaction—decisive leadership is needed now to protect our community.

Specifically:

- 1. Your support on the resolution to address the significant problems and illegal activity in City Hall Park at tonight's council meeting.*
- 2. To extend these actions to the entire Downtown and Waterfront community so that we don't move the problem from one location to another.*
- 3. END open-air drug dealing and use on our sidewalks, parking lots and in our cherished parks (which differentiates us from every other town).*
- 4. Support a 12 to 18 month pause on construction once Main Street construction is complete.*

These are steps the Council has the power—and the responsibility—to take to protect the *entire* community.

Sincerely,

 Shayne Lynn
Lucky You on College St.

Lori Olberg

From: Owiso Makuku <owiso@mainstreetlanding.com>
Sent: Monday, August 25, 2025 4:46 PM
To: City Council
Cc: Lori Olberg; Mayor's Office
Subject: Take Immediate Action to Save Burlington

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

Dear Burlington City Council/Mayor,

I'm writing today as a representative of the owner of Main Street Landing (MSL), which is home to approximately 44 different businesses and organizations on Burlington's urban waterfront.

I want to share the real impact conditions downtown -- including what seems to be a surge in the past few months of thefts and illicit activities -- are having on MSL, the businesses that occupy our properties and adjacent waterfront businesses and organizations:

- All retail businesses' sales are down and employees are stressed;
- We see fewer people on the waterfront -- all parking lots are emptier than they have been in recent years (excepting COVID);
- We've (MSL) had to make sacrifices for the sake of our business/commercial tenants that leave us in a less than ideal financial situation;
- My team and I are experiencing more stressful encounters with individuals and groups that leave us emotionally and physically drained

We need your leadership to help turn this around. Specifically, we ask for:

1. Your support on the resolution to address the significant problems and illegal activity in City Hall Park at your Monday, Aug 25th meeting
 - a. Extend these actions to the entire Downtown and Waterfront community so that we don't move the problem from one location to another. **We're all suffering.**
2. A definitive end to open-air drug dealing and use on our streets and in our parks.
3. Your support of a 12 to 18 month pause on construction once Main Street construction is complete.

All Burlington businesses are struggling -- and residents are emotionally taxed -- and we all need immediate action. Please work with us to restore safety, stability, and confidence in what (in the recent past) used to be one of the top 10 Best Places to Live + Work in the US.

Sincerely,
Owiso Makuku
Main Street Landing

--

Owiso Makuku, CEO
Main Street Landing
1 Main Street, Suite 301
Burlington, VT 05401
Cell: 802.338.7641

8.25.25

Dear Members of the Burlington City Council and Mayor Emma Mulvaney-Stanak,

I'm writing to you as a lifelong Vermonter who cares deeply about the well-being and future of our city—and as someone increasingly alarmed by the visible decline in safety, cleanliness, and public perception in downtown Burlington.

We invest heavily in marketing efforts to draw tourists to our beautiful city, but the real challenge is not attracting them—it's bringing them back. As the Director of Sales and Community Engagement for the Hilton Garden Inn on Main Street, I've received numerous letters from guests who praise our hotel's service and accommodations, but who also express serious concerns about the conditions outside our doors. Many say they will not return to Burlington, and are instead choosing places like Stowe where they feel safer and more welcome. This should concern all of us.

Visitors and residents alike are witnessing open drug use, aggressive behavior, public urination, and a general breakdown of order—especially around City Hall Park, Church Street, and along Main Street to the waterfront. This is not just a perception problem; it's a real and pressing issue that is damaging Burlington's reputation and negatively impacting our local economy.

I urge you to take immediate, tangible action. One step that could make a meaningful difference is relocating the unhoused population currently centered in City Hall Park to Upper Battery Park. This location is closer to the police station and essential support services such as COTS, making it more feasible to provide needed assistance and supervision. While not a permanent solution, it would help restore a sense of safety in one of our city's most visible and frequent public spaces, and allow for a much-needed clean-up of the park and surrounding areas.

As someone who works daily to promote Burlington to corporate organizations and leisure travelers, I can honestly say I've never seen our city in such distress. I'm increasingly hesitant to recommend Burlington, especially for solo travelers—many of whom are women—due to growing safety concerns.

If we don't act now, the long-term damage to Burlington's economy and Vermont's broader image will be substantial. We need leadership, accountability, and swift, decisive action to restore pride, safety, and confidence in our city.

Thank you for your attention and for your service to our community.

Sincerely,

Cindy Chittenden-Director of Sales & Community Engagement

Hilton Garden Inn 101 Main Street Burlington, VT 05401

cindy.chittenden@mchg.com 802-651-4903

Lori Olberg

From: Bill Moore <bill@mooredesignbuilders.com>
Sent: Wednesday, August 27, 2025 1:43 PM
To: burlingtontownclerk
Subject: Dinner at Pascolo

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

Dear Whoever,

My wife and I had dinner last evening at Pascolo. We were in the city to visit Burlington Subaru and drop off a vehicle at Yipes for lining a truck bed. We parked in the city park and walked to the restaurant.

The park behind the city offices is lovely, featuring a fountain and landscaping that was completed in the past few years. The homeless problem, however, was disturbing. We saw one man snorting something, people using extremely foul language, and others occupying the park benches and lawn with trash and backpacks filled with stuff. Is this how we want the Queen City to look?

I realize there are no easy solutions to this problem, but why are the few allowed to ruin a beautiful resource for the many?

Our dinner was briefly interrupted by a woman who approached our table to say something incoherent. A nice black man with a large Bernese dog called her by name and told her to leave us alone.

The restaurant was not busy at all. Leunig's across the street did not have many customers either. The food at Pascolo was delicious, but we will not be coming back for a meal anytime soon until the city addresses this obvious, prominent problem.

It's a sad look for one of the most beautiful cities in New England.

Bill Moore

Sent from Outlook

Lori Olberg

From: noreply@civicplus.com
Sent: Friday, August 29, 2025 11:30 AM
To: Lori Olberg
Subject: Online Form Submittal: Contact Us

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

Contact Us

Use this form to contact various staff, administrators and officials of the City of Burlington.
Voice concerns, make comments, let your voice be heard. For a complete list of city departments and phone numbers, please see the [City Staff Directory](#).

First Name: George
Last Name: Aprea
Email Address: geoaprea@yahoo.com
Subject: US Constitution
Category: City Council

Message: I just saw a video of your Police department in action, trespassed from public property. Do any of you have a clue what the first amendment is? I think your police department needs some training on the 1st, 4th, and 5 th amendment. This is un- American what your police department operates and we the people are not going to tolerate this any longer.

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

Email not displaying correctly? [View it in your browser.](#)

Lori Olberg

From: Maea Brandt <maeabrandt@gmail.com>
Sent: Friday, August 29, 2025 12:21 PM
To: City Council; Mayor's Office; Benjamin Traverse; Allie Schachter; Mark Barlow; Buddy Singh; Marek Broderick; Evan Litwin; Melo Grant; Becca Brown McKnight; Sarah Carpenter; Joe Kane; Carter Neubieser; Gene Bergman
Cc: Lori Olberg; Eleuthera Barr-Brandt
Subject: Please take action to clear Burlington's downtown of illegal drug activity and occupation in public spaces

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

Dear Burlington City Councilors and Mayor Emma,

I am a longtime resident of Burlington, and I ask that you do everything in your power, including hiring more police officers, to cease all open, illegal drug activity in Burlington's public spaces as well as the occupation of those public spaces. We all have compassion for people struggling with addiction, homelessness, and mental health challenges, but the persistent tolerance of illegal drug use and dealing in our public places is negatively affecting the lives of thousands of Burlington residents.

We are losing faith in our local government to take reasonable action on behalf of those of us who call Burlington home. Our children walk to Downtown Burlington High School and home, regularly encountering drug users shooting up and dealers. My teenager was offered drugs while on a high school outing in City Hall Park. This is unacceptable. We have waited years for change, and I request immediate action so that not one more local child or family has to deal with this horror. It is time for immediate local action on what has been tolerated long enough. We ask the Governor to take action on issues like housing and treatment for people who require and want help, but it is clear that local action by Mayor Emma, the Police, and City Councilors is necessary right now to create a safer environment in Burlington for the many residents and business owners who are pleading for change.

Hear our voices and take immediate action to improve conditions in our downtown. Please work to restore safety, stability, and confidence in our city of Burlington.

Sincerely,

Maea Brandt

Lori Olberg

From: C Ro <geronimoport24@gmail.com>
Sent: Tuesday, September 2, 2025 7:25 AM
To: burlingtontownclerk
Subject: Is this what the city of Burlington wants to portray

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

To the Leaders of Burlington, VT

I never imagined I would be put in the position of writing a letter like this. I am not from your city, but my daughter lives there with my young grandchildren. As a father and grandfather, I naturally want to support them, visit them often, and be part of their daily lives. But I have to say it plainly: after what I have witnessed in your community, I don't want to come back.

When my daughter recently called me in tears about her landlord, I found what too many already know: tenants are being gouged by slumlords who operate freely because the city either cannot, or will not, hold them accountable. Seniors, students, and young families are trapped in a predatory system - because protections are grossly underfunded or absent altogether. Landlords are allowed to rent properties with violations and some not even registered as rental properties. The harassment and threats that she was subjected to for over a week, not to mention the solicitation of other tenants to threaten and make life unbearable for the promise of lower rent is both primal and appalling.

Walking your downtown with my grandchildren on a recent visit only deepened my disgust. I held their little hands tighter, not out of joy, but out of fear. What once might have been a community hub is now a corridor of decay, overrun with drugs, crime, homelessness, and heartbreak. The people suffering on those streets are not villains-they are casualties of a broken system. Yet your city leaves them there to wither in full view of children, families, and visitors. City leaders have normalized desperation.

I don't blame the police. They are stretched too thin, asked to do the impossible every night with too few officers, too little funding, and no backup from the social services that should share the burden. They are not failing - you are failing them, just as you are failing the citizens of the city. And yet, your elected officials crisscross the country on political crusades, promising to fix the nation. Fix the nation? They cannot even fix their own local problems. You cannot protect a mother from an abusive landlord. You cannot give a grandfather the basic comfort of knowing his grandchildren can walk down their own street without danger.

You've left me in an impossible position.

Every fiber of my being wants to be present in my grandchildren's lives - to visit them, to support them, to watch them grow. But instead, I find myself dreading each trip, and staying away at greater intervals because your city does not feel like a place where children, or families, or even hope, can flourish. And so, distance grows not just in miles, but in spirit - and the blame for that lies squarely at your feet.

Every time I leave, I leave pieces of my heart behind with my daughter and grandchildren. But I also leave with rising disgust, because it doesn't have to be this way. This is not inevitable decline - this is failure of leadership. Until then, you will keep driving away not only outsiders like me, but your own residents — the very people whose faith in their hometown you have so thoroughly squandered.

Sincerely,

Craig Rosenbaum

A Father and Grandfather who deserves better for his daughter and grandchildren.

Lori Olberg

From: Stacy Hudgens <stacybughs@yahoo.com>
Sent: Wednesday, September 3, 2025 3:26 PM
To: Lori Olberg
Subject: Please Help Burlington

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

> Sent from my iPad
>> Hello Lori

>> My husband and I have a 2nd residence in downtown Burlington. We travel here approximately six times per year. Over the past six years we have seen an alarming increase in homelessness, open drug use, trash and other problems.
>> These concerns continue to escalate with each visit! To a point, that we are considering leaving Vermont.

>>
>> We started our Vermont journey when our children attended UVM for their Medical Residency Programs. No crime, walking distance to anything that you could possibly need or want, the natural beauty of Lake Champlain all with a feeling of SAFETY day or night. It was magical!

>>
>> This past week, we have been approached daily (day and night) by panhandlers, the entrance to our residence has been blocked by vagrants, and I was chased through our private parking lot by a woman of the streets. She and her boyfriend were camped nearby and left trash everywhere. This is unacceptable!

>>
>> Can you imagine the impression that visitors received this past Labor Day weekend as they passed City Park or walked Church Street?

>>
>> Can you imagine the feeling of parents dropping their children off at the colleges in Central Burlington?

>>
>> Burlington is spiraling in a downward trend and MUST take immediate action to get the issues of homelessness, drugs, panhandlers etc off the streets.

>>
>> We see Burlington with fresh eyes each visit not from your day to day perspective.
>> The problems are REAL!

>>
>> We would be happy to visit with you anytime!

>>
>> Stacy and Brad Hudgens
>> 1-501-622-9293
>> Sent from my iPad

RECOMMENDATIONS TO ADDRESS PUBLIC SAFETY IN BURLINGTON

[Burlington's Mayor Emma Mulvaney-Stanak recently wrote about the homeless crisis in our communities and the need for state support.](#) Her commentary in VTDigger raised important issues to consider. We want the Mayor to be successful in her quest to make Burlington safer. However there are two key factors she needs to reconsider if she is to make any noticeable progress in Burlington, and Governor Scott must be ready and willing to partner with the Mayor.

First, the Mayor has asked people to “combat the narrative that the homeless pose an inherent risk to others.” That’s not possible because any perceived risk is in the eyes of others, and not for the Mayor to judge how they might feel. For many, stepping over homeless people on their way into Church Street, staying away from City Hall Park because the benches are taken over by the homeless, witnessing open drug usage and dealing, or not walking along the bike path because the multiple homeless settlements are too close to the path, all create an intimidating and hostile environment.

The Mayor must accept the fact that for too many people, spending time in Burlington is an inherent risk not worth taking. For them, feeling intimidated and surrounded by potential hostility is unsettling. We can never forget that the feeling of fear is in the eyes of the receiver (residents, workers, and visitors), not the giver (homeless) or to be judged by others (me or the Mayor). It’s almost impossible to have any “collective empathy” when the fear of assaults, gunshots, and yes murder, persists day after day, night after night, month after month. [For many, negotiating this current unsafe environment has become exhausting. It does not seem as though the Mayor understands this reality.](#)

Second, the Mayor is correct in writing that developing a partnership with Governor Scott and his Administration is critical if she is to adequately address the issues of public safety in Burlington. However, four times in a recent message she identifies the Governor simply as “Scott.” I believe that is disrespectful to the Governor and to the office, and may be one of the reasons he keeps his distance from the Mayor. [Also, she should not engage in a war of words with the Governor, as that does not set a stage for a partnership.](#)

I’m not a big fan of Governor Scott. His recent closing of hotel rooms used as temporary shelters, his last-minute “play it safe” vetoes without contributing to the legislative process, and his unwillingness to see the homeless crisis in Burlington and in Chittenden County as an economic crisis for the entire state, are examples of my frustration with him. No matter the issue, the Mayor needs to address the Governor appropriately. At the very least, it has symbolic importance. As difficult as this might be, we need the Mayor to step up and forge a productive partnership with the Governor.

[The Governor must also roll up his sleeves and do the same. He can no longer please his base by accusing the Mayor of not taking more direct action.](#) Comments from his office like, “The City has made its bed,” serve no purpose. He needs to take a seat on a City Hall Park bench along St. Paul St. and walk the side streets that empty onto Church Street to experience the homeless crisis first hand. The Governor has a responsibility and a moral obligation to help address this safety crisis, and not just wait until the business community reports that sales are down and they are struggling to survive.

The Mayor is correct in writing that evidence-based practices like housing first and harm reduction are critical. The recently launched Situation Table Initiative will be helpful, as will be the City Circle Program to impose immediate accountability for individuals in violation of city ordinances.

[Finally it's well known that in 2024, Vermont had the fifth highest homeless rate in the nation per 10,000 residents \(53.0\). Vermont has a homeless population of 3,458.](#) The Mayor has stated that Chittenden County sees 34% of the state's homeless. That's a lot of struggling people (1,175) who deserve support.

These key factors are reasons Mayor Mulvaney-Stanak needs to be honest about the real fear created by the homeless population and the impact that they have on businesses, residents and visitors. Governor Scott surely understands that Chittenden County is the economic engine of Vermont, and dealing with 1,175 homeless individuals, many of whom have come to Burlington, is the state's business too. If the Governor is not willing to partner and act with a sense of urgency, he must step aside and empower others from his office to engage in constructive discussions with the Mayor and get the critical work started.

Finally, we need to combat another narrative: That Burlington is isolated from Montpelier with an unsupportive Governor and is an unsafe city in economic decline that provides a “safe harbor” for the homeless. I urge the Mayor and the Governor to take the steps recommended here and move forward to address the overwhelming issue of public safety not just for the homeless, but for the rest of us as well.

Lori Olberg

From: VLCT <info@vlct.org>
Sent: Thursday, August 21, 2025 11:10 AM
To: Lori Olberg
Subject: See What's Happening at Town Fair

FOR INFORMATION ONLY

For complete information,
attend the event
contact the City Clerk's Office

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



Register Today for Town Fair 2025!

October 8 | DoubleTree by Hilton, South Burlington

At **Town Fair 2025** you can join municipal officials from across the state and immerse yourself in ideas and information about local leadership, community collaboration, and the future of municipal governance in Vermont.

This year's theme, **NextGen Vermont: Navigating 21st Century Governance**, explores how towns and cities can rise to today's challenges and embrace the opportunities ahead. Town Fair has something for everyone – from digital innovation and workforce transformation to roadway risk assessments and inclusive civic engagement.

REGISTER

Pricing

Wednesday, October 8 – Town Fair | South Burlington

Early Bird ends Aug 31: **\$99**

Regular begins Sep 1: **\$119**

Town Fair is where Vermont towns and cities come together to learn, connect, and lead forward.

Highlights include:

- A full hot breakfast with **roundtable discussions** to kickstart the day
- A powerful keynote by **Tami Pyfer of The Dignity Index**, examining how local government leaders can help bridge the political and cultural divisions within communities
- **Training tracks tailored to your role: Clerks and Treasurers, Listers and Assessors, Highway and Public Works Staff, Town Managers and Administrators, and Selectboard/City Council Members**

25 AUG 25 AM 8:13

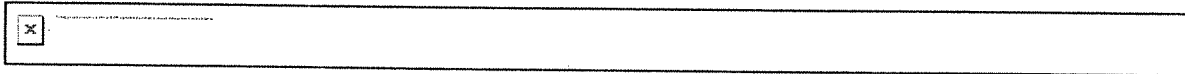
Lori Olberg

From: VLCT <info@vlct.org>
Sent: Monday, August 25, 2025 7:04 AM
To: Lori Olberg
Subject: Attend the VLCT, PACIF, and VERB Annual Meeting

FOR INFORMATION ONLY

For complete information /
additional help, please
contact the City Clerk's Office

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



Plan to Attend the Annual Meeting Tuesday, October 7, starting at 3:00 PM

The Vermont League of Cities and Towns (VLCT), the VLCT Property and Casualty Intermunicipal Fund, Inc. (PACIF), and the VLCT Employment Resource and Benefits Trust, Inc. (VERB) will hold their official **annual business meeting** on Tuesday, October 7, 2025, starting at 3:00 PM.

This is the once-a-year opportunity for the members of VLCT and either of its two risk pools to review the past year's work highlights and financials and to vote on directors for the coming year.

- All VLCT, PACIF, and VERB members are invited.
- Voting Delegates* and attendees must register.
- Meeting materials, including the agenda and rules, are available at vlct.org/vote.

Whether you're there to vote or just to stay informed, your participation matters. There's no cost to attend. Just bring your voice and your vision.

Get Your Meeting Link Now

**The legislative body (e.g., selectboard) needs to designate your organization's VLCT voting delegate.*

Help lay some of the groundwork for this year's meeting:
Nominate a local official for a seat on the VLCT Board of Directors

Annual Meeting registration is separate from Town Fair.
View the agenda and register for Town Fair at vlct.org/TownFair.

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

Lori Olberg

From: VLCT News <info@vlct.org>
Sent: Tuesday, August 26, 2025 3:06 PM
To: Lori Olberg
Subject: Nominations Sought, Public Trails Update, Health Insurance Rates for 2026, and more

FOR INFORMATION ONLY

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

For information only
do not contact the City Center Office

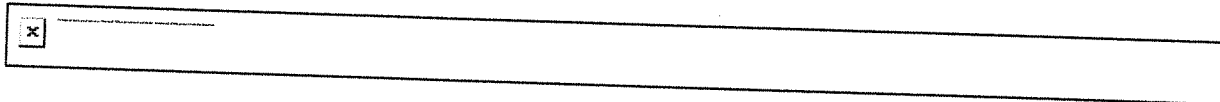
[News](#)

[Resources](#)

[Events](#)

[Advocacy](#)

[Jobs](#)



The VLCT Board of Directors is seeking nominations until Friday, 9/5 for at least two vacancies to be filled when VLCT member delegates vote at the Annual Meeting in October.

Announcements & Updates

Equity Committee Nominations Due 8/29

Changes to federal policy related to equity work have challenged many city, town, and village leaders to rethink how to foster welcoming and engaging communities. To help VLCT provide guidance to such leaders, we are seeking nominations of municipal officials and subject matter experts to serve on the advisory VLCT Equity Committee, which meets virtually six times a year.

Update on Tunbridge Case about Municipal Right to Maintain Public Trails
With the landowners appealing the Orange County Superior Court's decision in favor of the town, VLCT is writing an amicus curiae brief in support of the Town of Tunbridge.

GMCB Rejects 2026 Rates Requested by Health Insurers

See the Green Mountain Care Board's announcement of how much of the rate increases requested by Blue Cross and MVP for the individual and small group markets it will allow.

Roads and Public Works Track at Town Fair

From staffing shortages to storm damage, public works teams are facing growing demands. This track is designed especially for highway and public works officials and employees.

Vermont STORM Hazard Mitigation Revolving Loan Fund Program

Comment by 8/27 on the state's proposed Intended Use Plan for a potential new program that would make very low interest loans available to municipalities for flood hazard mitigation projects.

Free Help in Applying for USDA Community Facilities Funding

Projects in Chittenden, Essex, Franklin, Grand Isle, Lamoille, Orange, Orleans, and Washington counties are eligible.

IRS Tightens Timeline for Energy Tax Incentive Eligibility

Learn about new IRS guidance on the "beginning of construction" requirements for wind and solar energy generation projects.

Lori Olberg

From: Act250.Essex@vermont.gov
Sent: Wednesday, August 27, 2025 9:40 AM
To: claire.forbes@uvm.edu; lisa.kingsbury@uvm.edu; Act250.Agenda@vermont.gov; Benjamin Traverse; Andrew Montroll; permitting@ccrpcvt.org; Act250.Essex@vermont.gov; burlingtontownclerk; Sarah Montgomery; Lori Olberg; anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov; ACCD.ProjectReview@vermont.gov; kaitlin.hayes@vermont.gov
Subject: 4C0025-4 Administrative Amendment - University of Vermont & State Agricultural College - COS
Attachments: AA 4C0025-4.pdf

For complete information!
additional info, please
contact the City Clerk's Office

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

Attached is Act 250 Land Use Permit Administrative Amendment 4C0025-4 - University of Vermont & State Agricultural College - and the COS.

Christine Commo | District Technician
Land Use Review Board
District 4 Environmental Commission
111 West Street
Essex Junction, VT 05452
802-879-5660
<https://act250.vermont.gov>

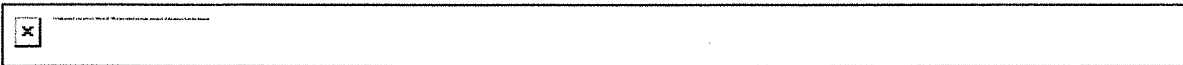
Emails and other written or recorded information produced or acquired in the course of public agency business are public records and may be subject to public examination under Vermont's Public Records Act.

Lori Olberg

From: VLCT <info@vlct.org>
Sent: Wednesday, August 27, 2025 12:23 PM
To: Lori Olberg
Subject: LAST CALL: VLCT Award Nominations

'25 AUG 27 PM 1:35

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



Make a Nomination Today!

Do you know a Vermont local official or legislator who is exceptionally dedicated to local government? If so, **nominate that person** for one of VLCT's three awards: Municipal Service, Legislative Service, or Lifetime Achievement.

- The **Municipal Service Award** is given to a municipal official who has shown an active commitment to strong local government, both within their community and beyond its borders, or to a person outside of local government who works to improve the governance and support of or service to Vermont cities, towns, and villages.
- The **Legislative Service Award** recognizes a member of the Vermont General Assembly who, through their service, has best shown an awareness of the issues facing local government and its capacity for self-governance, and, through legislative action, has sought to solve those problems and provide local authority on a statewide basis.
- From time to time, VLCT presents its **Lifetime Achievement Award** to a municipal official or employee who has dedicated their career to serving local government, both within their community and through service at a statewide level on a board, commission, or the Vermont League of Cities and Towns.

Make a Nomination

Awards will be presented at our annual conference, **Town Fair**, in South Burlington on Wednesday, October 8, 2025.

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

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

[Unsubscribe](#) | [Update Profile](#) | [Constant Contact Data Notice](#)

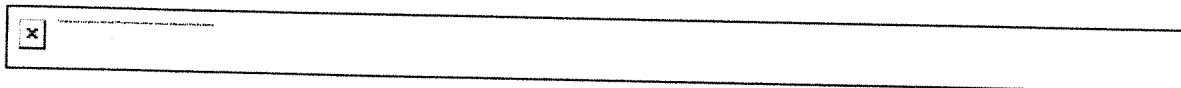


Lori Olberg

From: VLCT <info@vlct.org>
Sent: Friday, August 29, 2025 7:38 AM
To: Lori Olberg
Subject: Early Bird Rates End Soon

FOR INFORMATION ONLY
255192 8/29/25 9:36
contact the City Clerk's Office

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



Register Today for Town Fair 2025!

October 8 | DoubleTree by Hilton, South Burlington

At **Town Fair 2025** you can join municipal officials from across the state and immerse yourself in ideas and information about local leadership, community collaboration, and the future of municipal governance in Vermont.

This year's theme, **NextGen Vermont: Navigating 21st Century Governance**, explores how towns and cities can rise to today's challenges and embrace the opportunities ahead. Town Fair has something for everyone – from digital innovation and workforce transformation to roadway risk assessments and inclusive civic engagement.

REGISTER

Pricing

Early Bird ends Aug 31: **\$99**
Regular begins Sep 1: **\$119**

Town Fair is where Vermont towns and cities come together to learn, connect, and lead forward.

Highlights include:

- A full hot breakfast with **roundtable discussions** to kickstart the day
- A powerful keynote by **Tami Pyfer of The Dignity Index**, examining how local government leaders can help bridge the political and cultural divisions within communities
- **Training tracks tailored to your role: Clerks and Treasurers, Listers and Assessors, Highway and Public Works Staff, Town Managers and Administrators, and Selectboard/City Council Members**
- A bustling **tradeshow**, where you can explore tools, services, and solutions to support your operations

Lori Olberg

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Thursday, August 28, 2025 5:13 PM
To: burlingtontownclerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

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

For more information, please contact the Public Works Office.

You are receiving this message because you have been signed up to receive email notifications via the Vermont Agency of Natural Resources' Environmental Notice Bulletin (ENB). These notifications are intended to inform you of environmental activities relevant to your town or organization based on location or activity type.

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

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

Regards,
 ENB Support
 Vermont Agency of Natural Resources

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status
Individual Stormwater Discharge Permit (INDS)	HULA Permit	8275-INDS.AR	Lakeside Ovens, LLC	Burlington	A draft decision for this activity has been reached and may be reviewed by visiting the ENB. Comments may be submitted through the ENB when the public comment period is open. The administrative record set for this activity has been modified. Please visit the ENB to view the activity profile. The Department is now accepting public comments	2025-08-28	Draft Decision - Public Comment Period

Lori Olberg

From: Act250.Essex@vermont.gov
Sent: Friday, August 29, 2025 12:36 PM
To: deeninc@comcast.net; nelson.we@gmail.com; mcourcelle@champlainconsulting.net; Act250.Legal@vermont.gov; Act250.Agenda@vermont.gov; Benjamin Traverse; Andrew Montroll; permitting@ccrpcvt.org; Act250.Essex@vermont.gov; burlingtontownclerk; Sarah Montgomery; Lori Olberg; anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov; ACCD.ProjectReview@vermont.gov; kaitlin.hayes@vermont.gov
Subject: JO 4-472 Jurisdictional Opinion - 77, 85, 91 North Winooski Ave., Burlington - COS
Attachments: JO 4-472.pdf

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

DO NOT DISSEMINATE
ADMINISTRATIVE
CONTACT VIA CITY OF BURLINGTON

Attached is JO 4-472 - 77, 85, 91 North Winooski Ave., Burlington - and the COS.

Christine Commo | District Technician
Land Use Review Board
District 4 Environmental Commission
111 West Street
Essex Junction, VT 05452
802-879-5660
<https://act250.vermont.gov>

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

Lori Olberg

From: Act250.Essex@vermont.gov
Sent: Friday, August 29, 2025 1:11 PM
To: dmullin@vermonthabitat.org; dmullin@vermonthabitat.org;
dmullin@vermonthabitat.org; Christopher.Kinnick@vermont.gov; astout@legvt.com;
heterodoxguy@gmail.com; Benjamin Traverse; Andrew Montroll;
permitting@ccrptvt.org; Act250.Essex@vermont.gov; burlingtontownclerk; Sarah
Montgomery; Lori Olberg; anr.act250@vermont.gov; barry.murphy@vermont.gov;
PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov;
ACCD.ProjectReview@vermont.gov; Stephanie.Monaghan@vermont.gov
Subject: 4C0122-12 Hearing Recess Order
Attachments: HRO 4C0122-12.pdf

DO NOT DISSEMINATE
OUTSIDE OF THE CITY OF BURLINGTON
CONTACT THE CITY CLERK

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

Hello,

Please see attached Hearing Recess Order.

Thank you,

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

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

Lori Olberg

From: VLCT Events & Trainings <info@vlct.org>
Sent: Tuesday, September 2, 2025 7:38 AM
To: Lori Olberg
Subject: September VLCT Training

Handwritten note:
 Please contact me if you have any questions.
 Contact me at 802-249-6100

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

September Training & Events

Have you been struggling to keep track of all the events, chats, meet-ups, and trainings VLCT offers? You can use this email, which arrives the first Monday of each month, to plan what you'd like to attend.

MON	TUE	WED	THU	FRI
9/1	9/2	9/3	9/4	9/5
9/8	9/9	9/10	9/11	9/12
			12 - 1 PM Workplace Matters: Talking About Tough Topics	VALA Conference
			VALA Conference	
9/15	9/16	9/17	9/18	9/19
VMCTA Annual Conference	VMCTA Annual Conference	10 - 11:30 AM Legal Parameters of Budgeting, Spending, and Borrowing		
9/22	9/23	9/24	9/25	9/26
				Last Day to Register for Town Fair!
9/29	9/30			

Don't forget to sign
up for the VLCT,

Lori Olberg

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Tuesday, September 2, 2025 5:19 PM
To: burlingtontownclerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

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

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

Regards,
 ENB Support
 Vermont Agency of Natural Resources

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status
Air Pollution Control Subchapter X Operating Permit	Burlington (City of) BED Joseph C McNeil Electric Generating Station	AOP-22-023	Burlington (City of) BED Joseph C McNeil Electric Generating Station	Burlington	A draft decision for this activity has been reached and may be reviewed by visiting the ENB. Comments may be submitted through the ENB when the public comment period is open. Minor information related to this activity has been changed. This could be a change to: permit/other ID; Activity Name; Staff Contact; Activity Description; and/or SPAN number.	2025-09-02	Draft Decision - Public Comment Period

Lori Olberg

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Wednesday, September 3, 2025 5:19 PM
To: burlingtontownclerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

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

You are receiving this message because you have been signed up to receive email notifications via the Vermont Agency of Natural Resources' Environmental Notice Bulletin (ENB). These notifications are intended to inform you of environmental activities relevant to your town or organization based on location or activity type.

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

Regards,
 ENB Support
 Vermont Agency of Natural Resources

25 SEP 4 49:27

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status
Wetlands General Permit Authorization	3119NorthAve-Burlington	2023-0017	Joseph Rowell	Burlington	A draft decision for this activity has been reached and may be reviewed by visiting the ENB. Comments may be submitted through the ENB when the public comment period is open. The administrative record set for this activity has been modified. Please visit the ENB to view the activity profile. The Department is now accepting public comments	2025-09-03	Draft Decision - Public Comment Period

25 SEP 4 48:29

FOR INFORMATION ONLY

Lori Olberg

From: VLCT <info@vlct.org>
Sent: Thursday, September 4, 2025 7:38 AM
To: Lori Olberg
Subject: Training that Meets Your Needs - Now and Into the Future

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



Training at Town Fair: Practical, Timely, and Built for Vermont Communities

October 8 | DoubleTree by Hilton, South Burlington

Town Fair offers a full day of targeted training opportunities designed specifically for Vermont's municipal officials. Whether you're a manager, lister, clerk, public works professional, or selectboard member, you'll find sessions that help you address challenges, **stay up to date on requirements, and lead with confidence.**

Hear from statewide and national experts, get practical tools you can bring back to your municipality, and engage in meaningful peer discussions on the issues that matter most.

Training Tracks

- **Roads and Public Works** – Learn strategies to recruit highway staff, improve road resiliency, and share solutions with peers.
- **Listers and Assessors** – Get energized with a productivity workshop, explore the future of assessing, and connect with the Vermont Department of Taxes.
- **Clerks and Treasurers** – From handling education property taxes to understanding ethics rules, these sessions are built to support the daily work of your office.
- **Managers and Administrators** – Plan capital improvements, navigate public records requests, and join exclusive manager-only discussions.
- **Selectboard Members** – Explore tools like AI and The Dignity Index, then share your town's challenges and ideas in a peer-led session

Trainings within each track are especially relevant for that position, but unless otherwise noted in the schedule, they are open to everyone.

REGISTER

Pricing

Standard Registration: **\$119**

Resolution Relating to

RECOGNIZING VERMONT GREEN FC’S NATIONAL
CHAMPIONSHIP VICTORY AND RE-AFFIRMING OUR
SHARED COMMITMENT TO ENVIRONMENTAL
SUSTAINABILITY, SOCIAL EQUITY, AND INCLUSION

RESOLUTION_____

Sponsor(s): City Council
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, Vermont Green Football Club (Vermont Green FC) is our Burlington-based soccer team
2 founded in 2021; and

3 WHEREAS, Vermont Green FC’s mission, centered on environmental sustainability, social justice,
4 and community engagement, is shared by the City of Burlington; and

5 WHEREAS, since its inaugural season in 2022, Vermont Green FC has integrated these core values
6 into its operations – from pursuing carbon-neutral practices and promoting climate action, to championing
7 equity and inclusion both on and off the field; and

8 WHEREAS, in just its fourth season of competition, Vermont Green FC achieved not just an
9 undefeated season, but the 2025 United Soccer League (USL) Two National Championship, marking the first
10 national title for a Vermont soccer club at this level; and

11 WHEREAS, Vermont Green FC capped off the 2025 season with a thrilling 2–1 victory in the USL
12 League Two championship match on August 2, 2025, before a standing room only home crowd of thousands
13 of fans at the University of Vermont’s Virtue Field, bringing the national championship trophy home to
14 Burlington; and

15 WHEREAS, throughout the 2025 regular season and playoffs, the team demonstrated exceptional skill,
16 teamwork, and resilience in defeating top clubs from across the country during their playoff run and uniting
17 supporters with dramatic, memorable performances; and

18 WHEREAS, Vermont Green FC’s success has been an energizing and uniting force for the Burlington
19 community, with home matches regularly drawing capacity crowds, reflecting tremendous local fan support,
20 and creating a vibrant game-day atmosphere in the city; and

21 WHEREAS, the presence and popularity of Vermont Green FC have provided economic and cultural
22 benefits to Burlington, attracting visitors and boosting local businesses on match days, while also elevating
23 Burlington’s profile on the national sports stage; and

RECOGNIZING VERMONT GREEN FC'S NATIONAL CHAMPIONSHIP
AND RE-AFFIRMING OUR SHARED COMMITMENT TO
ENVIRONMENTAL SUSTAINABILITY, SOCIAL EQUITY, AND
INCLUSION

WHEREAS, the club has actively engaged with youth and community organizations across Greater Burlington, hosting free soccer clinics, sustainability workshops, and other outreach initiatives that inspire young Vermonters and foster the next generation of athletes and environmental stewards; and

WHEREAS, Vermont Green FC exemplifies the ideals of sustainability, equity, and inclusion that the City of Burlington strives to uphold, demonstrating how sports can be a platform for positive social and environmental impact;

NOW, THEREFORE, BE IT RESOLVED that the Burlington City Council hereby honors and congratulates Vermont Green Football Club, including its players, coaches, and staff, for winning the 2025 USL League Two Championship, and extends the City's sincere appreciation for their hard work, talent, and dedication in achieving this historic accomplishment; and

BE IT FURTHER RESOLVED that the City Council recognizes Vermont Green FC's outstanding contributions to Burlington's civic pride and unity, and commends the team for bringing national recognition to our city through their success on the field and their principled mission off the field; and

BE IT FURTHER RESOLVED that the Burlington City Council reaffirms its commitment to the values of environmental sustainability, social equity, and inclusion championed by Vermont Green FC, and pledges to continue supporting initiatives that advance these shared values in our community; and

BE IT FURTHER RESOLVED that a formal copy of this resolution be transmitted to the owners and leadership of Vermont Green Football Club as a token of the City's pride and gratitude.

Resolution Relating to

RECOGNIZING VERMONT GREEN FC’S NATIONAL
CHAMPIONSHIP VICTORY AND RE-AFFIRMING OUR
SHARED COMMITMENT TO ENVIRONMENTAL
SUSTAINABILITY, SOCIAL EQUITY, AND INCLUSION

RESOLUTION 6.1

Sponsor(s): City Council

Introduced: 09/08/25

Referred to: _____

Action: adopted

Date: 09/08/25

Signed by Mayor: 09/09/25

CITY OF BURLINGTON

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

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23 Burlington’s profile on the national sports stage; and

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20.....

..... Clerk

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

..... Mayor

Vol. Page

* * * * *

Resolution Relating to

RECOGNIZING VERMONT GREEN FC'S NATIONAL CHAMPIONSHIP
AND RE-AFFIRMING OUR SHARED COMMITMENT TO
ENVIRONMENTAL SUSTAINABILITY, SOCIAL EQUITY, AND
INCLUSION

WHEREAS, the club has actively engaged with youth and community organizations across Greater Burlington, hosting free soccer clinics, sustainability workshops, and other outreach initiatives that inspire young Vermonters and foster the next generation of athletes and environmental stewards; and

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BE IT FURTHER RESOLVED that the City Council recognizes Vermont Green FC's outstanding contributions to Burlington's civic pride and unity, and commends the team for bringing national recognition to our city through their success on the field and their principled mission off the field; and

BE IT FURTHER RESOLVED that the Burlington City Council reaffirms its commitment to the values of environmental sustainability, social equity, and inclusion championed by Vermont Green FC, and pledges to continue supporting initiatives that advance these shared values in our community; and

BE IT FURTHER RESOLVED that a formal copy of this resolution be transmitted to the owners and leadership of Vermont Green Football Club as a token of the City's pride and gratitude.

* * * * *

DISTRIBUTION:

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

Patric Infurna

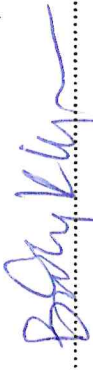
ORIGINAL

RESOLUTION RELATING TO

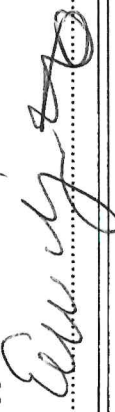
Recognizing Vermont Green FC's National Championship Victory And Re-Affirming Our
Shared Commitment To Environmental Sustainability, Social Equity, And Inclusion

Adopted by the City Council

September 8, 2025

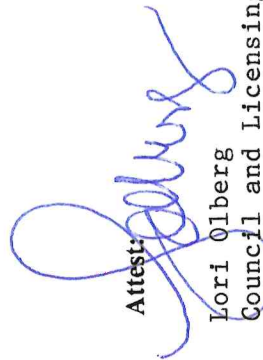
 Clerk

Approved Sept 9, 2025

 Mayor

Vol. Page

Attest:


Lori Olberg
Council and Licensing Coordinator

* * * * *



Office of Mayor Emma Mulvaney-Stanak

149 CHURCH STREET • BURLINGTON, VT 05401 • (802) 865-7272

MEMORANDUM

From: Theresa Vezina, Special Assistant, OPC Implementation
CC: Mayor Emma Mulvaney-Stanak
Erin Jacobsen, Chief of Staff
Joe Magee, Deputy Chief of Staff
Katherine Schad, CAO
Erik Ramakrishna, Asst. City Attorney
Date: Sept. 4, 2025

Subject: Seeking authorization to accept Grant #03420-01613 Overdose Prevention Center (OPC) Pilot Grant Funding from the Vermont Department of Health to develop and implement a fixed-site OPC in Burlington and administer subaward/s to the qualified and approved OPC Provider.

Request:

The Mayor's Office is requesting Board of Finance and City Council approval to accept \$2,200,000 in State Fiscal Year (SFY)25 and SFY26 grant funds from the State of Vermont, Department of Substance Use Programs (DSUP) and authorization for the Mayor or her designee to execute all documents necessary to accept the funding. The above referenced grant agreement is to support the development and implementation of an Overdose Prevention Center (OPC) in fidelity with [Vermont Act 178](#) and [Vermont's Overdose Prevention Center Operating Guidelines](#). Per [Vermont Act 178](#), this agreement will provide funding to the City of Burlington (Grantee) for the development and implementation of a fixed-site OPC in Burlington.

Background:

Over the past 25 years, drug-related deaths in the United States have risen dramatically, fueled by the over-prescription of opioids and misleading claims from pharmaceutical companies. The opioid crisis has touched nearly every community, and many families have lost loved ones to overdose.

According to the CDC, drug-related deaths increased tenfold between 1999 and 2022. In 2022 alone, more than 108,000 Americans died from overdose. Vermont has not been spared—VDH reports that in 2024, Chittenden County recorded an opioid overdose death rate of 26.6 per 100,000 residents.

Overdose Prevention Centers (OPCs) are facilities that offer harm reduction and health services to people who use drugs. These include treatment referrals, health supports, and supervised spaces for consumption that reduce the risk of death and disease. Like syringe service programs, OPCs also help prevent the spread of HIV, hepatitis, and other bloodborne illnesses.



Office of Mayor Emma Mulvaney-Stanak

149 CHURCH STREET • BURLINGTON, VT 05401 • (802) 865-7272

The goal of an OPC is simple - to prevent fatal overdoses and keep people safer while connecting them to care through low barrier, embedded health services and connection to treatment and other supports when they are ready. The OPC will center basic human needs and integration of a myriad of social services through collaboration and community connections.

As previously discussed with the City Council, it is the City's intention to enter into a sub-award agreement with Vermonters for Criminal Justice Reform (VCJR) as the provider of OPC services, and to work collaboratively on implementation.

Funding for the Overdose Prevention Center

In 2024, the Vermont Legislature passed Act 178, which authorized OPCs and allocated \$1.1 million for the City of Burlington to establish a pilot program, and with the intention of appropriating additional funds through SFY2028. The City has been awarded SFY25 and SFY26 allocations totaling \$2.2 million in a multiyear contract for FY26 & FY27.

In February 2025, the City sought letters of interest from organizations to operate the OPC, and the City selected an experienced and capable community harm reduction provider, Vermonters for Criminal Justice Reform (VCJR) to partner with the City on this monumental pilot project. Together we will work through the crucial planning phase and required implementation activities with the shared goal of opening the states first OPC. VCJR will hold the ultimately responsibility for proper operations of the Center and agrees to adhere to the City Council approved plan and th contractual agreements as a sub recipient of the City of Burlington OPC Project.

The City, as the primary grantee, is responsible for supporting its subgrantees and ensuring compliance with all grant requirements. The City is committed to implementing this project with thoughtfulness, transparency, and a community-centered approach. It will act as a collaborative partner while fully meeting all requirements of the State of Vermont.

Next Steps

- Sign Grant Agreement with the Dept. Of Health
- Submit Q1 Invoice in the amount of \$275,000 for our first prospective payment.
- Execute Subrecipient Agreement
- Conduct Service Assessment
- Engage Community

Motions



Office of Mayor Emma Mulvaney-Stanak

149 CHURCH STREET • BURLINGTON, VT 05401 • (802) 865-7272

Action for Board of Finance: To approve and recommend to the City Council to authorize, (i) the Mayor to execute the grant agreement with the Vermont Department of Health for the Overdose Prevention Center, subject to review and approval of the City Attorney; (ii) the Chief Administrative Officer to make all such amendments to the approved budget as may be necessary or convenient to accept and expend the grant funds; and (iii) the Mayor or Chief Administrative Officer, and each of them, to take all such further actions and to execute all such further instruments approved as to form by the City Attorney's Office, including a sub-recipient agreement, as may be necessary or convenient to implement the transactions contemplated hereby.

Action for City Council:

To authorize (i) the Mayor to execute the grant agreement with the Vermont Department of Health for the Overdose Prevention Center, subject to review and approval of the City Attorney; (ii) the Chief Administrative Officer to make all such amendments to the approved budget as may be necessary or convenient to accept and expend the grant funds; and (iii) the Mayor or Chief Administrative Officer, and each of them, to take all such further actions and to execute all such further instruments approved as to form by the City Attorney's Office, including a sub-recipient agreement, as may be necessary or convenient to implement the transactions contemplated hereby.

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 03420-10613		² Original <u> X </u> Amendment # <u> </u>	
³ Grant Title: Overdose Prevention Center			
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$ 2,200,000.00	
		⁶ Total Award Amount: \$ 2,200,000.00	
⁷ Award Start Date: 7/1/2025		⁸ Award End Date: 6/30/2027	
⁹ Subrecipient Award: YES ☐ NO ☒			
¹⁰ Supplier #: 40096		¹¹ Grantee Name: Burlington City Treasurer	
¹² Grantee Address: 149 Church Street			
¹³ City: Burlington		¹⁴ State: VT	
		¹⁵ Zip Code: 05401	
¹⁶ State Granting Agency: AHS/VDH/Division of Substance Use Programs			¹⁷ Business Unit: 03420
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: \$ <u> N/A </u> Description:	
²⁰ If this action is an amendment, the following is amended: Amount: ☐ Funding Allocation: ☐ Performance Period: ☐ Scope of Work: ☐ Other: ☐			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #:		²² Indirect Rate: <u> 15 </u> %		²³ FFATA: YES ☐ NO ☐	
²⁴ Grantee Fiscal Year End Month (MM format):		(Approved rate or de minimis)		²⁵ R&D: YES ☐ NO ☐	
²⁶ UEI Registered Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$2,200,000.00	\$2,200,000.00	Opioid Abatement Special Fund
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ ALN#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$0.00	\$0.00	\$0.00			\$0.00
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$2,200,000.00	\$2,200,000.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY

NAME:

TITLE:

PHONE:

EMAIL:

GRANTEE

NAME: Bradley Kukenberger

TITLE: Director of Finance

PHONE: 802-316-6252

EMAIL: bkukenberger@burlingtonvt.gov

PART 2 - GRANT AGREEMENT

1. Parties: This is a Grant Agreement for services between the State of Vermont, Department of Health, Division of Substance Use Programs (hereinafter called "State"), and **Burlington City Treasurer** with principal place of business in Burlington, VT (hereinafter called "Grantee"). It is the Grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is implementing an overdose prevention center in Burlington, VT. Detailed services to be provided by the Grantee are described in Attachment A.
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
6. Attachments: This Grant consists of ____ pages including the following attachments which are incorporated herein:

Grant Agreement – Part 1 – Grant Award Detail Sheet
Grant Agreement – Part 2 – Grant Agreement
Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment C - Standard State Provisions for Contracts and Grants
Attachment D - Modifications of Customary Provisions
Attachment E - Business Associate Agreement
Attachment F - AHS Customary Contract/Grant Provisions
Attachment G – Other Grant Provisions (Not Applicable)

The order of precedence of these documents shall be as follows:

Grant Agreement – Part 1
Grant Agreement - Part 2
Attachment D - Modifications of Customary Provisions
Attachment C – Standard State Provisions for Contracts and Grants
Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment E - Business Associate Agreement
Attachment G – Other Grant Provisions (Not Applicable)
Attachment F - AHS Customary Contract/Grant Provisions

PART 2 – GRANT AGREEMENT

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT.

I, Grantee, certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812. This certification applies to all tiers of grant recipients.

STATE OF VERMONT

GRANTEE

By:

By:

Kelly Dougherty
Deputy Commissioner
Vermont Department of Health

Emma Mulvaney-Stanak
Mayor
Burlington City Treasurer

Date: _____

Date: _____

Address:

149 Church Street
Burlington, VT 05401

**ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED**

1. Background/Overview: This grant agreement is to support the development and implementation of an Overdose Prevention Center (OPC) in fidelity with [Vermont Act 178](#) and [Vermont's Overdose Prevention Center Operating Guidelines](#). Per [Vermont Act 178](#), this agreement will provide funding for the Burlington City Treasurer (Grantee) to develop and implement a fixed-site OPC in Burlington.

2. Required Services and Activities:

- a. Grantee must ensure that the OPC complies with [Vermont Act 178](#) and [Vermont's Overdose Prevention Center Operating Guidelines](#) at all times.
- b. Grantee must ensure any subgrantee/subcontractor of this grant complies with Attachments A-F of this agreement at all times. All subgrantee/subcontractors must provide Grantee with proof of current and adequate insurance.
- c. Grantee must apply and maintain, or ensure subgrantee/subcontractor operating the OPC applies and maintains, approval from the Commissioner of Health to provide syringe services programs services pursuant to [18 V.S.A. § 4478](#) and must ensure all SSP services are provided in accordance with [Vermont Department of Health Operating Guidelines for Syringe Services Programs](#).
- d. Grantee must develop and submit a workplan for the development and implementation of an OPC in the City of Burlington for review and approval by the Vermont Department of Health, Division of Substance Use Programs (DSU) within 30 calendar days of grant execution.
 - i. The workplan must utilize the Workplan and Timeline template provided on the Division of Substance Use (DSU) grantee webpage:
<https://www.healthvermont.gov/alcohol-drugs/grantees-contractors/reporting-forms-guidance-documents>
 - ii. The Workplan must at a minimum include the steps that will be taken for developing and implementing the following activity types:
 1. Planning
 2. Management
 3. Operations
 4. Staff and Training
 5. Provision of Services
- e. Grantee must develop and submit a detailed budget and budget narrative for review and approval by DSU within 30 calendar days of grant execution.
 - i. The budget must utilize the template provided here:
<https://www.healthvermont.gov/alcohol-drugs/grantees-contractors/reporting-forms-guidance-documents>
 - ii. If grantee chooses to utilize subgrants or subcontracts for any portions of work funded through this agreement, the subgrantee and/or subcontractor's detailed budget must be integrated into the Grantee's budget that is submitted, but must describe which cost(s) is associated with which organization.
 - iii. Any changes to the budget greater than 5% and any changes to the budget to a new cost category not previously described in an approved budget must be requested in

writing by the grantee to DSU and must receive approval before adjusted costs can be incurred.

- f. Grantee must complete a Service Assessment in accordance with Section II.C.vi. of the [Vermont Department of Health Operating Guidelines for Syringe Services Programs](#) within the first 12 months of this agreement.
 - i. A Service Assessment report must be submitted and approved by DSU.
 - ii. Grantee must edit and update the workplan and timeline in accordance with information collected through the Service Assessment process and must be resubmitted for review and approval by DSU before additional work can be completed under this agreement.
 - iii. The Service Assessment Report and updated Workplan and timeline are due within 60 days of Service Assessment completion or by July 15, 2026, whichever date comes first.
- g. Within 10 business days of finalization of all policies and procedures described in Section II.B. of [Vermont's Overdose Prevention Center Operating Guidelines](#), the grantee must submit all policies and procedures to DSU for review.
- h. Grantee must submit monthly aggregate reports for the first three months of an operating OPC and quarterly thereafter that includes the data measures pursuant to Section II.C.v. of [Vermont's Overdose Prevention Center Operating Guidelines](#).
- i. As required by [18 V.S.A. Sec. 4256\(d\)](#), the OPC shall publicly post as a report or data dashboard on the City of Burlington's website the following data annually on or before January 15th:
 - i. Number of program Participants;
 - ii. Deidentified demographic information of program Participants;
 - iii. Number of overdoses and the number of overdoses reversed on-site;
 - iv. Number of times emergency medical services were contacted and responded for assistance;
 - v. Number of times law enforcement were contacted and responded for assistance; and
 - vi. The number of Participants directly and formally referred to other services and the type of services.
- j. Grantee must submit a Critical Incident Report within 48 hours of a critical incident occurring at the OPC.
 - i. Critical incident is defined as any actual or alleged event or situation that substantially or seriously harms or creates a significant risk of substantially or seriously harming the physical or mental health, safety or well-being of a person.
 - ii. The Critical Incident Reporting Form can be found here: <https://www.healthvermont.gov/alcohol-drugs/grantees-contractors/reporting-forms-guidance-documents>
- k. Grantee must provide information and engage in the State's evaluation efforts as described in Section II.c.vi. of [Vermont's Overdose Prevention Center Operating Guidelines](#).
- l. Grantee must provide access to the OPC and appropriate operational and budget materials to DSU within 2 business days of written request for programmatic and operational audits.
- m. Grantee must submit for review and approval quarterly financial reconciliation reports that includes information from each subgrantee/subcontractor under this agreement to DSU within 15 days of the quarter ending. Grantee must utilize the template found here: <https://www.healthvermont.gov/alcohol-drugs/grantees-contractors/reporting-forms-guidance-documents>

- n. Grantee must participate in a quarterly programmatic site visit and financial backup documentation review conducted by DSU.
- o. Grantee must submit to DSU for review and approval quarterly reports on progress made on approved Workplan and timeline.
- p. As requested, attend monthly meetings with DSU to discuss progress.
- q. Attend any stakeholder, progress, or other related meetings as requested by DSU.

3. Performance Measures:

Performance Measures are expectations that incorporate this agreement's Required Services/Activities into the larger continuum of substance misuse services. Grant performance will be measured and evaluated by the Performance Measures section below.

Performance Measures		
Performance Measure	Performance Expectation	Data Source
Service Assessment completed	Service Assessment will be completed within the first 12 months of this grant agreement.	Service Assessment Report
Annual Report published	Reports published on grantee's website on or before January 15, 2026 and on or before January 15, 2027 on measures described in 18 V.S.A. Sec. 4256(d)	City of Burlington Website
Grantee and subgrantee/subcontractor responsiveness	Grantee must provide access to the OPC and appropriate operational and budget materials to DSU within 2 business days of written request for programmatic and operational audits.	Written communication

Grantee's performance measures will be monitored through submission, review and approval of required reporting, during site visits and meetings, and through analysis of data submitted to the Division of Substance Use Programs (DSU). DSU may request that the Grantee submit a plan for achieving a performance target, and the Grantee may request technical assistance from DSU to improve performance.

4. Program Evaluation:

The Vermont Department of Health (VDH) has a strong, ongoing commitment to high quality program evaluation. The structure for evaluation within DSU allows for rapid development of evaluation plans and launch of evaluation processes with either internal staff or external evaluators. All evaluation work is overseen by the Division's internal evaluation staff. This serves to help coordinate evaluation resources, promotes consistent evaluation practices, and builds in ongoing support and technical assistance for all evaluation activities.

All VDH Grantees are expected to participate in evaluation activities as part of their ongoing work. If your program is within the scope of a state-led or state-funded evaluation, participation in DSU evaluation activities and cooperation with DSU program evaluators will be required as identified by your program manager.

Participation may include providing input, among other activities such as:

- Identifying and collecting data that can/will inform the evaluation activities
- Determining how data will be collected, stored and transferred/communicated to the State
- Defining the timing and frequency of data collection
- Participating in regularly scheduled in-person or virtual meetings
- Creating a logic model for your program

Evaluation training resources can be found on the VDH Substance Use Evaluation webpage: <https://www.healthvermont.gov/alcohol-drugs/substance-use-data-reports/evaluation>. Please contact your program manager if you have any questions or need assistance in completing any required evaluation materials outlined in your grant agreement.

5. Reporting Requirements and Grant Monitoring:

- a. The following grant monitoring will be conducted to assess performance and grant compliance:

The State will conduct quarterly site visits during the grant period to ensure compliance with the terms of this Agreement. The Grantee is required to participate in monthly virtual meetings with the State-assigned Grant Manager. Grantee's grant reporting and invoices, including backup documentation, will be evaluated to establish compliance.

- b. Grantee's reporting quarters:

Quarter	Quarter Time Frame
1	7/1/2025-9/30/2025
2	10/1/2025-12/31/2025
3	1/1/2026-3/31/2026
4	4/1/2026-6/30/2026
5	7/1/2026-9/30/2026
6	10/1/2026-12/31/2026
7	1/1/2027-3/31/2027
8	4/1/2027-6/30/2027

- c. 30 calendar days of grant execution submit for review and approval a Workplan and Timeline as described in Section 2.d. of this Attachment.
- d. 30 calendar days of grant execution, submit for review and approval a detailed budget and budget narrative as described in Section 2.e. of this Attachment.
- e. By 10/15/25 submit for review and approval the Quarter 1 Financial Reconciliation Report and the Quarter 1 Progress Report.
- f. By 1/15/26, submit for review and approval the Quarter 2 Financial Reconciliation Report and Quarter 2 Progress Report.

- g. By 4/15/26 submit for review and approval the Quarter 3 Financial Reconciliation Report and Quarter 3 Progress Report.
- h. By 7/15/26 submit for review and approval the Quarter 4 Financial Reconciliation Report, Quarter 4 Progress Report, Service Assessment Report, and Updated Workplan and Timeline.
- i. By 10/15/26 for review and approval the Quarter 5 Financial Reconciliation Report and Quarter 5 Progress Report.
- j. By 1/15/27 submit for review and approval the Quarter 6 Financial Reconciliation Report and the Quarter 6 Progress Report.
- k. By 4/15/27 submit for review and approval the Quarter 7 Financial Reconciliation Report and the Quarter 7 Progress report.
- l. By 7/15/27 submit for review and approval of the Quarter 8 Financial Reconciliation Report and the Quarter 8 Progress Report.
- m. By 8/15/27 submit for review and approval the Final Financial Reconciliation Report.
- 6. Within 10 business days of finalization of all policies and procedures described in Section II.B. of [Vermont's Overdose Prevention Center Operating Guidelines](#), the grantee must submit all policies and procedures to DSU for review.

7. Reporting Schedule:

Due Date	Reports Due	Submission Location
30 calendar days of grant execution	1. Workplan and Timeline 2. Budget and Budget Narrative	Alchemer
10/15/25	1. Quarter 1 Financial Reconciliation Report 2. Quarter 1 Progress Report	Alchemer
1/15/26	1. Quarter 2 Financial Reconciliation Report 2. Quarter 2 Progress Report	Alchemer
4/15/26	1. Quarter 3 Financial Reconciliation Report 2. Quarter 3 Progress Report	Alchemer
7/15/26	1. Quarter 4 Financial Reconciliation Report 2. Quarter 4 Progress Report 3. Service Assessment Report 4. Updated Workplan and Timeline	Alchemer
10/15/26	1. Quarter 5 Financial Reconciliation Report 2. Quarter 5 Progress Report	Alchemer
1/15/27	1. Quarter 6 Financial Reconciliation Report 2. Quarter 6 Progress Report	Alchemer
4/15/27	1. Quarter 7 Financial Reconciliation Report 2. Quarter 7 Progress Report	Alchemer
7/15/27	1. Quarter 8 Financial Reconciliation Report	Alchemer

	2. Quarter 8 Progress Report	
8/15/27	1. Final Financial Reconciliation Report	Alchemer
Within 10 business days of finalization	1. Policies and procedures described in Section II.B. of Vermont's Overdose Prevention Center Operating Guidelines	Alchemer

8. Confidentiality Requirements:

- a. Grantee must comply with 42 CFR Part 2, Confidentiality of Records. (<https://www.ecfr.gov/current/title-42/part-2>)
- b. Grantee must comply with 45 CFR Part 164, HIPAA Privacy Regulations. (<https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-C/part-164>)

9. Records Available for Audit:

Per Attachment C, Section #13, Grantee must maintain all records pertaining to performance under this Agreement. Records shall be made available at reasonable times during the period of the Agreement and for three (3) years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government.

**ATTACHMENT B
PAYMENT PROVISIONS**

1. General Payment Provisions Requirements:

- a. The Grantee's performance is limited to the services and activities set forth in Attachment A of this document. The Subrecipient shall not be obligated or expected to provide services beyond the amounts stated.
- b. Grantee understands the funds provided as part of this Agreement are to be used as payer of last resort. All other potential funding sources must be exhausted prior to payment under this Agreement.
- c. Payment of invoices are subject to the following, as applicable:
 - i. **Grantee must provide continuous service for the entire twelve (24) months of grant period.**
 - ii. Grantee must submit invoices, in adherence with the schedule in Attachment B, section 2 of this agreement. The invoice must be provided utilizing the template found here (<https://www.healthvermont.gov/alcohol-drugs/grantees-contractors/reporting-forms-guidance-documents>). The invoice must be signed and dated by an authorized representative of the organization and submitted using the invoice submission portal found here (<https://www.healthvermont.gov/alcohol-drugs/grantees-contractors/reporting-forms-guidance-documents>).
 - iii. **Signed and dated invoices are due between the first and last day of the month following the previous quarter and must include the grant number, billing quarter start and end date, and the amount indicated in Section 2 below.**
 - iv. Quarters for the Grant Agreement are as follows:

Quarter	Quarter Time Frame/ Service Dates	Invoice Due Date
Quarter 1	7/1/2025 – 9/30/2025	10/31/2025
Quarter 2	10/1/2025 – 12/31/2025	1/31/2026
Quarter 3	1/1/2026 – 3/31/2026	4/30/2026
Quarter 4	4/1/2026 – 6/30/2026	7/31/2026
Quarter 5	7/1/2026 - 9/30/2026	10/31/2026
Quarter 6	10/1/2026 - 12/31/2026	1/1/2027
Quarter 7	1/1/2027 - 3/31/2027	4/30/2027
Quarter 8	4/1/2027 - 6/30/2027	7/31/2027

- v. State of Vermont payment terms for invoices are Net 30 days from the date the State receives an error-free invoice meeting the following conditions:
 - o Payment of initial invoice may be submitted on or after the calendar day the agreement is fully executed.
 - o Payment of Invoices numbered 2 through 8, described in Attachment B, section 2 of this agreement, are contingent upon the provision of the required services and activities, receipt, review and approval of required reporting, and the meeting and/or exceeding of the Performance Measures described in Attachment A of this document.

Note: If this is an Agreement for continued services, failure to submit all required reporting and invoices for the previous grant will result in withholding payments on this Agreement. Payment will not be issued until all previous grant requirements are received, reviewed and approved.

- vi. Signed and dated invoices must be submitted as a PDF using the Grant Invoice Submission Tool located at: <https://healthvermont.gov/DSUGranteeDocs>

Email or hardcopy invoice submissions will not be accepted.
- vii. **All invoices are required to be received by the Vermont Department of Health, Division of Substance Use Programs within 60 days of the end of the grant period. Invoices submitted after 60 days are subject to non-payment.**
- viii. Subrecipient understands that their organization's internal controls must reflect procedures for utilizing funds to support and account for indirect and direct expenditures. Any invoice payments found not in compliance with state and federal regulations during financial reviews may be subject to the recoupment of funds.
- d. Supporting documentation for all invoices must be retained for three (3) years after the Agreement has ended or for any period required by law (see Attachment C, Section 19). Documentation will be requested to substantiate invoices and/or for audit at the State's discretion, a minimum of one time per year.
- e. Any unexpended funds must be returned to the State or an agreement must be reached with the Vermont Department of Health, Division of Substance Use Programs on the expenditure of remaining funds on program objectives.
- f. The maximum dollar amount payable under this Agreement is not intended to guarantee any amount of payment under this grant.
- g. The allowable indirect rate for this Agreement is 15%.
- h. Total expenditures for this grant will not exceed \$2,200,000.00.

2. Payment Schedule:

STATE OF VERMONT
DEPARTMENT OF HEALTH
GRANT AGREEMENT

Grant # 03420-10613

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Program Category and Service	Program Code	Initial Payment Upon Grant Execution	2 nd Payment 10/1/25	3 rd Payment 1/1/26	4 th Payment 4/1/26
Harm Reduction – Overdose Prevention Center	39073	\$520,000.00	\$240,000.00	\$240,000.00	\$240,000.00
Program Category and Service	Program Code	5 th Payment 7/1/2026	6 th Payment 10/1/2026	7 th Payment 1/1/2027	8 th Payment 4/1/2027
Harm Reduction – Overdose Prevention Center	39073	\$240,000.00	\$240,000.00	\$240,000.00	\$240,000.00
Total:\$2,200,000.00					

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED OCTOBER 1, 2024**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated October 1, 2024) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.”

NOT EXECUTED

ATTACHMENT D

MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C OR ATTACHMENT F

1. The requirements contained in Attachment C, Section 8 are hereby modified:
 - i. Professional liability insurance (medical malpractice) as outlined in the [Vermont State Insurance Specification](#) shall be modified to \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - ii. In addition to the requirements outlined in the [Vermont State Insurance Specification, the following coverage shall be maintained:](#)

Sexual Abuse and Molestation Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain sexual abuse and molestation liability insurance for any and all services performed under this Agreement, with minimum coverage of \$1,000,000 per occurrence, and \$3,000,000 aggregate.

2. Requirements of other Sections in Attachment C are hereby modified:

N/A

3. Requirements of Sections in Attachment F are hereby modified:

N/A

4. Reasons for Modifications:

Additional professional liability and sexual abuse and molestation liability are required to provide the services of this Agreement.

ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT

SOV GRANTEE/BUSINESS ASSOCIATE: **CITY OF BURLINGTON**

SOV GRANT NO. 03420-10613

GRANT EFFECTIVE DATE: 07/01/2025

This Business Associate Agreement (“Agreement”) is entered into by and between the State of Vermont Agency of Human Services, operating by and through its **Vermont Department of Health** (“Covered Entity”) and Party identified in this Agreement as Contractor or Grantee above (“Business Associate”). This Agreement supplements and is made a part of the contract or grant (“Contract or Grant”) to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with the standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 (“Privacy Rule”), and the Security Standards, at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations. Terms defined in this Agreement are italicized. Unless otherwise specified, when used in this Agreement, defined terms used in the singular shall be understood if appropriate in their context to include the plural when applicable.

“*Agent*” means an *Individual* acting within the scope of the agency of the *Business Associate*, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c) and includes Workforce members and *Subcontractors*.

“*Breach*” means the acquisition, Access, Use or Disclosure of *Protected Health Information (PHI)* which compromises the Security or privacy of the *PHI*, except as excluded in the definition of *Breach* in 45 CFR § 164.402.

“*Business Associate*” shall have the meaning given for “Business Associate” in 45 CFR § 160.103 and means Contractor or Grantee and includes its Workforce, *Agents* and *Subcontractors*.

“*Electronic PHP*” shall mean *PHI* created, received, maintained or transmitted electronically in accordance with 45 CFR § 160.103.

“*Individual*” includes a Person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“*Protected Health Information*” (“*PHP*”) shall have the meaning given in 45 CFR § 160.103, limited to the *PHI* created or received by *Business Associate* from or on behalf of Covered Entity.

“*Required by Law*” means a mandate contained in law that compels an entity to make a use or disclosure of *PHI* and that is enforceable in a court of law and shall have the meaning given in 45 CFR § 164.103.

“*Report*” means submissions required by this Agreement as provided in section 2.3.

“*Security Incident*” means the attempted or successful unauthorized Access, Use, Disclosure, modification, or destruction of Information or interference with system operations in an Information System relating to *PHI* in accordance with 45 CFR § 164.304.

“*Services*” includes all work performed by the *Business Associate* for or on behalf of Covered Entity that requires the Use and/or Disclosure of *PHI* to perform a *Business Associate* function described in 45 CFR § 160.103.

“*Subcontractor*” means a Person to whom *Business Associate* delegates a function, activity, or service, other than in the capacity of a member of the workforce of such *Business Associate*.

“*Successful Security Incident*” shall mean a *Security Incident* that results in the unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System.

“*Unsuccessful Security Incident*” shall mean a *Security Incident* such as routine occurrences that do not result in unauthorized Access, Use, Disclosure, modification, or destruction of information or interference with system operations in an Information System, such as: (i) unsuccessful attempts to penetrate computer networks or services maintained by *Business Associate*; and (ii) immaterial incidents such as pings and other broadcast attacks on *Business Associate's* firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to *Business Associate's* Information System.

“*Targeted Unsuccessful Security Incident*” means an *Unsuccessful Security Incident* that appears to be an attempt to obtain unauthorized Access, Use, Disclosure, modification or destruction of the Covered Entity's *Electronic PHI*.

2. Contact Information for Privacy and Security Officers and Reports.

2.1 *Business Associate* shall provide, within ten (10) days of the execution of this Agreement, written notice to the Contract or Grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer of the *Business Associate*. This information must be updated by *Business Associate* any time these contacts change.

2.2 Covered Entity's HIPAA Privacy Officer and HIPAA Security Officer contact information is posted at: <https://humanservices.vermont.gov/rules-policies/health-insurance-portability-and-accountability-act-hipaa>

2.3 *Business Associate* shall submit all *Reports* required by this Agreement to the following email address: AHS.PrivacyAndSecurity@vermont.gov

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Subject to the terms in this Agreement, *Business Associate* may Use or Disclose *PHI* to perform *Services*, as specified in the Contract or Grant. Such Uses and Disclosures are limited to the minimum necessary to provide the *Services*. *Business Associate* shall not Use or Disclose *PHI* in any manner that would constitute a violation of the Privacy Rule if Used or Disclosed by Covered Entity in that manner. *Business Associate* may not Use or Disclose *PHI* other than as permitted or required by this Agreement or as *Required by Law* and only in compliance with applicable laws and regulations.

3.2 *Business Associate* may make *PHI* available to its Workforce, *Agent* and *Subcontractor* who need Access to perform *Services* as permitted by this Agreement, provided that *Business Associate* makes them aware of the Use and Disclosure restrictions in this Agreement and binds them to comply with such restrictions.

3.3 *Business Associate* shall be directly liable under HIPAA for impermissible Uses and Disclosures of *PHI*.

4. **Business Activities.** *Business Associate* may Use *PHI* if necessary for *Business Associate's* proper management and administration or to carry out its legal responsibilities. *Business Associate* may Disclose *PHI* for *Business Associate's* proper management and administration or to carry out its legal responsibilities if a Disclosure is *Required by Law* or if *Business Associate* obtains reasonable written assurances via a written agreement from the Person to whom the information is to be Disclosed that such *PHI* shall remain confidential and be Used or further Disclosed only as *Required by Law* or for the purpose for which it was Disclosed to the Person, and the Agreement requires the Person to notify *Business Associate*, within five (5) business days, in writing of any *Breach* of Unsecured *PHI* of which it is aware. Such Uses and Disclosures of *PHI* must be of the minimum amount necessary to accomplish such purposes.

5. **Electronic PHI Security Rule Obligations.**

5.1 With respect to *Electronic PHI*, *Business Associate* shall:

- a) Implement and use Administrative, Physical, and Technical Safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312;
- b) Identify in writing upon request from Covered Entity all the safeguards that it uses to protect such *Electronic PHI*;
- c) Prior to any Use or Disclosure of *Electronic PHI* by an *Agent* or *Subcontractor*, ensure that any *Agent* or *Subcontractor* to whom it provides *Electronic PHI* agrees in writing to implement and use Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of *Electronic PHI*. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *Electronic PHI*, and be provided to Covered Entity upon request;
- d) Report in writing to Covered Entity any *Successful Security Incident* or *Targeted Unsuccessful Security Incident* as soon as it becomes aware of such incident and in no event later than five (5) business days after such awareness. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available;

e) Following such *Report*, provide Covered Entity with the information necessary for Covered Entity to investigate any such incident; and

f) Continue to provide to Covered Entity information concerning the incident as it becomes available to it.

5.2 Reporting *Unsuccessful Security Incidents*. *Business Associate* shall provide Covered Entity upon written request a *Report* that: (a) identifies the categories of Unsuccessful Security Incidents; (b) indicates whether *Business Associate* believes its current defensive security measures are adequate to address all *Unsuccessful Security Incidents*, given the scope and nature of such attempts; and (c) if the security measures are not adequate, the measures *Business Associate* will implement to address the security inadequacies.

5.3 *Business Associate* shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

6. Reporting and Documenting Breaches.

6.1 *Business Associate* shall *Report* to Covered Entity any *Breach* of Unsecured *PHI* as soon as it, or any Person to whom *PHI* is disclosed under this Agreement, becomes aware of any such *Breach*, and in no event later than five (5) business days after such awareness, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Such *Report* shall be timely made notwithstanding the fact that little information may be known at the time of the *Report* and need only include such information then available.

6.2 Following the *Report* described in 6.1, *Business Associate* shall conduct a risk assessment and provide it to Covered Entity with a summary of the event. *Business Associate* shall provide Covered Entity with the names of any *Individual* whose Unsecured *PHI* has been, or is reasonably believed to have been, the subject of the *Breach* and any other available information that is required to be given to the affected *Individual*, as set forth in 45 CFR § 164.404(c). Upon request by Covered Entity, *Business Associate* shall provide information necessary for Covered Entity to investigate the impermissible Use or Disclosure. *Business Associate* shall continue to provide to Covered Entity information concerning the *Breach* as it becomes available.

6.3 When *Business Associate* determines that an impermissible acquisition, Access, Use or Disclosure of *PHI* for which it is responsible is not a *Breach*, and therefore does not necessitate notice to the impacted *Individual*, it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). *Business Associate* shall make its risk assessment available to Covered Entity upon request. It shall include 1) the name of the person making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the *PHI* had been compromised.

7. **Mitigation and Corrective Action.** *Business Associate* shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible Use or Disclosure of *PHI*, even if the impermissible Use or Disclosure does not constitute a *Breach*. *Business Associate* shall draft and carry out a plan of corrective action to address any incident of impermissible Use or Disclosure of *PHI*. *Business Associate* shall make its mitigation and corrective action plans available to Covered Entity upon request.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that a *Breach* of *PHI* for which *Business Associate* was responsible, and if requested by Covered Entity, *Business Associate* shall provide notice to the *Individual* whose *PHI* has been the subject of the *Breach*. When so requested, *Business Associate* shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. *Business Associate* shall be responsible for the cost of notice and related remedies.

8.2 The notice to affected *Individuals* shall be provided as soon as reasonably possible and in no case later than sixty (60) calendar days after *Business Associate* reported the *Breach* to Covered Entity.

8.3 The notice to affected *Individuals* shall be written in plain language and shall include, to the extent possible: 1) a brief description of what happened; 2) a description of the types of Unsecured *PHI* that were involved in the *Breach*; 3) any steps *Individuals* can take to protect themselves from potential harm resulting from the *Breach*; 4) a brief description of what the *Business Associate* is doing to investigate the *Breach* to mitigate harm to *Individuals* and to protect against further *Breaches*; and 5) contact procedures for *Individuals* to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.4 *Business Associate* shall notify *Individuals* of *Breaches* as specified in 45 CFR § 164.404(d) (methods of *Individual* notice). In addition, when a *Breach* involves more than 500 residents of Vermont, *Business Associate* shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. Agreements with Subcontractors. *Business Associate* shall enter into a Business Associate Agreement with any *Subcontractor* to whom it provides *PHI* to require compliance with HIPAA and to ensure *Business Associate* and *Subcontractor* comply with the terms and conditions of this Agreement. *Business Associate* must enter into such written agreement before any Use by or Disclosure of *PHI* to such *Subcontractor*. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the Use or Disclosure of *PHI*. *Business Associate* shall provide a copy of the written agreement it enters into with a *Subcontractor* to Covered Entity upon request. *Business Associate* may not make any Disclosure of *PHI* to any *Subcontractor* without prior written consent of Covered Entity.

10. Access to PHI. *Business Associate* shall provide access to *PHI* in a Designated Record Set to Covered Entity or as directed by Covered Entity to an *Individual* to meet the requirements under 45 CFR § 164.524. *Business Associate* shall provide such access in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for Access to *PHI* that *Business Associate* directly receives from an *Individual*.

11. Amendment of PHI. *Business Associate* shall make any amendments to *PHI* in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an *Individual*. *Business Associate* shall make such amendments in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any request for amendment to *PHI* that *Business Associate* directly receives from an *Individual*.

12. Accounting of Disclosures. *Business Associate* shall document Disclosures of *PHI* and all information related to such Disclosures as would be required for Covered Entity to respond to a request by an *Individual* for an accounting of disclosures of *PHI* in accordance with 45 CFR § 164.528. *Business Associate* shall provide such information to Covered Entity or as directed by Covered Entity to an *Individual*, to permit Covered Entity to respond to an accounting request. *Business Associate* shall provide such information in the time and manner reasonably designated by Covered Entity. Within five (5) business days, *Business Associate* shall forward to Covered Entity for handling any accounting request that *Business Associate* directly receives from an *Individual*.

13. Books and Records. Subject to the attorney-client and other applicable legal privileges, *Business Associate* shall make its internal practices, books, and records (including policies and procedures and *PHI*) relating to the Use and Disclosure of *PHI* available to the Secretary of Health and Human Services (HHS) in the time and manner designated by the Secretary. *Business Associate* shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether *Business Associate* is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all the *PHI* is destroyed or returned to Covered Entity subject to Section 18.8.

14.2 If *Business Associate* fails to comply with any material term of this Agreement, Covered Entity may provide an opportunity for *Business Associate* to cure. If *Business Associate* does not cure within the time specified by Covered Entity or if Covered Entity believes that cure is not reasonably possible, Covered Entity may immediately terminate the Contract or Grant without incurring liability or penalty for such termination. If neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary of HHS. Covered Entity has the right to seek to cure such failure by *Business Associate*. Regardless of whether Covered Entity cures, it retains any right or remedy available at law, in equity, or under the Contract or Grant and *Business Associate* retains its responsibility for such failure.

15. Return/Destruction of PHI.

15.1 *Business Associate* in connection with the expiration or termination of the Contract or Grant shall return or destroy, at the discretion of the Covered Entity, *PHI* that *Business Associate* still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. *Business Associate* shall not retain any copies of *PHI*. *Business Associate* shall certify in writing and report to Covered Entity (1) when all *PHI* has been returned or destroyed and (2) that *Business Associate* does not continue to maintain any *PHI*. *Business Associate* is to provide this certification during this thirty (30) day period.

15.2 *Business Associate* shall report to Covered Entity any conditions that *Business Associate* believes make the return or destruction of *PHI* infeasible. *Business Associate* shall extend the protections of this Agreement to such *PHI* and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible for so long as *Business Associate* maintains such *PHI*.

16. **Penalties.** *Business Associate* understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of *PHI* and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations.

17. **Training.** *Business Associate* understands its obligation to comply with the law and shall provide appropriate training and education to ensure compliance with this Agreement. If requested by Covered Entity, *Business Associate* shall participate in Covered Entity's training regarding the Use, Confidentiality, and Security of *PHI*; however, participation in such training shall not supplant nor relieve *Business Associate* of its obligations under this Agreement to independently assure compliance with the law and this Agreement.

18. **Miscellaneous.**

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract or Grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the Contract or Grant continue in effect.

18.2 Each party shall cooperate with the other party to amend this Agreement from time to time as is necessary for such party to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA. This Agreement may not be amended, except by a writing signed by all parties hereto.

18.3 Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule, Security Rule, and HITECH) in construing the meaning and effect of this Agreement.

18.5 *Business Associate* shall not have or claim any ownership of *PHI*.

18.6 *Business Associate* shall abide by the terms and conditions of this Agreement with respect to all *PHI* even if some of that information relates to specific services for which *Business Associate* may not be a "Business Associate" of Covered Entity under the Privacy Rule.

18.7 *Business Associate* is prohibited from directly or indirectly receiving any remuneration in exchange for an *Individual's PHI*. *Business Associate* will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. *Reports* or data containing *PHI* may not be sold without Covered Entity's or the affected Individual's written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for *Business Associate* to return or destroy *PHI* as provided in Section 14.2 and (b) the obligation of *Business Associate* to provide an accounting of disclosures as set forth in Section 12 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

Protected Health Information: Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place or birth, mother’s maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: The notice required under the Use and Protection of State Information terms of Attachment C shall be provided to the Agency of Digital Services Chief Information Security Officer. <https://digitalservices.vermont.gov/about-us/contacts>. Party shall in addition comply with any other data breach notification requirements required under federal or state law or Attachment E.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and

Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

Security and Data Transfers: Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 7 above.

10. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

Lobbying: No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

AHS ATT. F 6/19/2024

NOT EXECUTED



Proposal for Overdose Prevention Center (OPC) Guidelines Compliance

Introduction

The City of Burlington is required to submit a City Council-approved proposal that meets or exceeds the minimum requirements in [Act 178 \(2024\)](#) and the [OPC Operating Guidelines](#) set forth by the Vermont Department of Health (VDH) to establish a subrecipient agreement for the operations of an Overdose Prevention Center in Burlington.

Our proposal outlines a phased approach to ensure a structured and efficient process, prioritizing service assessment and policy development to build capacity before full implementation.

The Subrecipient must adhere to the Health Department Operating Guidelines, enter into a subrecipient agreement with the City of Burlington, and meet all city and state minimum grant agreement requirements prior to an executed contract and access to funding. Subrecipient must be in good standing with the State of Vermont.

All unspecified references herein are to the OPC Operating Guidelines.

1. Service Assessment (Section II.C.iv.3, Pg. 9-11) Phase 1

Objective: Conduct a comprehensive Service Assessment in compliance with Operating Guidelines to inform the structure, operations, and policies of the OPC, ensuring alignment with community needs and evidence-based harm reduction practices.

OPC Provider Submission Requirements: (Section II.C.iv.3, Pg. 9-11)

- Work collaboratively with the City and seek to contract with Pacific Institute for Research & Evaluation (PIRE) or a similarly qualified entity to conduct the required activities outlined in **Section II.C.iv.3**
- Conduct and complete all requirements in Service Assessment as listed.
- Submit Service Assessment Report to the City **upon completion**, or no less than **120 days** before OPC operations begin.

The City requirements (Section II.C.iv.3)

- Work collaboratively with the OPC Provider and their contractors to support the required activities related to the Service Assessment.
- Conduct community listening sessions & outreach meetings to understand concerns and promote transparency.
- Submit the Service Assessment Report to VDH no less than **90 days** before OPC operations begin.

- The Special Assistant on OPC Implementation will provide a copy of the Service Assessment Report to the City Council no less than **90 days** before OPC operations begin.

Required Activities:

Engagement with People with Living Experience (Section II.C.iv.1, Pg. 10)

- Engage with individuals who currently use substances to assess their needs, preferences, and barriers to accessing OPC services.
- Compensate participants for their time and insights to ensure equitable engagement.

Document feedback on:

- Preferred service offerings (e.g., wound care, drug-checking, naloxone distribution).
- Ideal OPC locations & accessibility considerations.
- Barriers to engagement & potential solutions.
- Preferred operational hours and consumption space design.

Stakeholder & Community Engagement (Section II.C.iv.2, Pg. 10-11)

Engage with key community partners & stakeholders, including:

- Local social service providers & harm reduction organizations (e.g., syringe service programs, housing and homelessness service providers).
- Medical & behavioral health providers (e.g., primary care, MAT providers, emergency departments, mental health).
- Law enforcement & emergency medical services (EMS).
- City officials & community organizations focused on public health and equity.
- Develop a neighborhood assessment to better understand and inform the City & OPC Provider.

Areas of interest include but not limited to:

- Considerations for potential site locations.
- Proximity to other community-based resources & social services.
- Community concerns.
- Prioritization of limiting residential impact.
- Baseline data on syringe litter, outdoor drug use, overdose incidents, public safety issues etc.
- Strategies for positive integration of the Center.

Service Assessment Report Requirements (Section II.C.iv.3, Pg. 11)

Summarize key findings, including:

- Target participant population characteristics.
- Estimated service demand based on harm reduction program data.

- Recommended facility location & model (fixed-site, mobile, or hybrid).
- Potential impact on community health & safety.
- Services to be provided at the Center.

2. Management (Section II.A & II.B- Pg. 5-9) Phase 1

Objective: Establish a strong governance structure to oversee OPC operations in compliance with Operating Guidelines. **The Administrative Body of the Center assumes ultimate responsibility for financial, operational, and policy management.**

The OPC Provider Requirements:

- Must have an Administrative Body. **(Section II.A, i, ii, iii – Page 5).**
- Work collaboratively with the City and seek to contract with Project Weber/Renew or a similarly qualified entity for technical assistance in completing the required activities outlined in **(Section II.A & II.B - Pg. 5-9).**
- Shall document and submit Governance Policies, Quality Assurance & Compliance Framework, Policies & Procedures for OPC Operations, Financial Policies & Procedures to the City **upon completion** and no later than 120 days prior to operating the OPC.
- Shall meet with the City OPC Implementation Special Assistant a minimum of monthly to strategize & share updates on implementation progress and potential setbacks or barriers.

The City requirements (Section II.C, Pg.9)

- The City shall provide the Policies and Procedures developed by the Administrative Body pursuant to **Section II.B** Within 10 business days of a request by VDH.
- Shall appoint a City Designee to oversee and work collaboratively with the Administrative Body and OPC Staff and manage the project.

Required Activities of the Administrative Body and OPC Provider:

Administrative Body (Section II.A - Pg.5-6)

- Shall maintain copies of the Policies & Procedures set forth in Section II.B **(Section II.A.1.a - Page 5).**
- Develop clear decision-making processes, meeting cadence & understanding of ultimate responsibilities. **(Section II.A.iii - Page 5).**
- Develop a quality assurance & compliance framework to include timely reporting structure. **(Section II.A.iv.c & d- Page 6).**
- Develop and/or adapt current financial policies and procedures to mitigate risk and ensure legal and financial accountability for the operations of the OPC. **(Section II.A.iv.b- Page 5).**
- Develop all relevant health and safety requirements **(Section II.A.vi.1.e - Page 6).**

Policy & Procedures Development (Section II.B - Pg. 6-9)

- The Administrative Body shall develop new policies and procedures or adapt and revise existing policies and procedures in Section II.B, by working in collaboration with OPC leadership and staff, technical assistance providers, such as Project Weber/RENEW (Rhode Island) or a similar expert entity.
- Develop comprehensive policies & procedures (**Section II.B,i, # 1 thru 41**) informed by the findings from the Service Assessment.
- Ensure policies align with **Sections II.C.i, III.C, D, III.F, III.G, III.H.**
- Establish policies covering but not limited to:
 - Employment & Staff contracting.
 - Volunteer roles & training.
 - Participant intake and eligibility screening.
 - Overdose response protocols (including opioid & stimulant overdoses).
 - Security & emergency response plans with medical services, hospital, fire, police.
 - Data collection and privacy protection under HIPAA and 42 CFR Part 2.
 - Workforce training & supervision policies.
 - Infection Control, Universal Precautions & Blood Borne Virus Control.
 - Hazardous waste management.
 - Data sharing agreements.
 - Participant Code of Conduct.
 - Grievance and termination.
 - Drug disposal.
 - Conflict of Interest.

Budget Submission (Sections II.C.iii - Pg. 9)

The OPC Provider Requirements:

- Upon request from the City and/or VDH the Administrative Body shall provide a 12-Month Budget & Budget Narrative (**Section II.C.iii, Pg. 9**).
- Shall at minimum include applicable line items from the Division of Substance Use Programs (DSUP) Invoice Template.

The City requirements:

- Upon request from VDH the City shall provide VDH a 12-Month Budget & Budget Narrative (**Section II.C.iii, Pg. 9**).
- Shall at minimum include applicable line items from the Division of Substance Use Programs (DSUP) Invoice Template.

3. Operations - Phase 1

Objective: Identify and secure a safe, accessible, and legally compliant site for the OPC, ensuring alignment with Operating Guidelines (**Section III.E, Pg. 16-18**).

Physical Space (Section III.E, Pg. 16-18)

The OPC Provider requirements:

- Work collaboratively with the City and utilize the Service Assessment (including the neighborhood assessment) to inform site considerations.
- Submit Site Acquisition Plan to the City.

The City requirements:

- Support OPC Provider in their search for a site.
- Cooperate in good faith in the issuance of any required building, land use, or other entitlements required from the City to operate.

Required Activities:

Develop a site acquisition plan, including but not limited to:

- Assessment of commercial real estate market.
- Connect with property broker.
- Lease/purchase strategy.
- Compliance with local zoning requirements.
- Consideration of accessibility for participants.
- Utilization of data related to overdose trends and incident reporting.
- Community Impacts and community health & safety concerns.

Develop initial facility design ideas to meet OPC Guideline requirements, including but not limited to:

- Consumption spaces (supervised use areas for injection, smoking, and other routes of administration). **(Section III.E.i.1, Pg. 16).**
- Post-consumption monitoring areas (ensuring participant safety after drug use). **(Section III.E.i.1.d, Pg.16).**
- Medical intervention & wound-care spaces. **(Section III.E.i.1.e, Pg. 16).**
- Smoking area requirements. **(Section III.E.ii, Pg. 17).**
- Private meeting areas for counseling, case management & referrals.

4. Operations- Phase 2

Objective: Facilitate final operational preparations for OPC launch, including site approval, facility setup, staffing, training, service implementation, and compliance with all City and State requirements.

Ensure that the Center is ready to provide comprehensive, low-barrier services to promote participant safety, health, and access to care.

The OPC Provider requirements:

- Work with the City to finalize approval of selected site, including by obtaining all necessary land use, building, and other entitlements.
- Ensure all required policies, procedures, protocols, and budgets identified in previous sections have been submitted to the City, submit any outstanding documents at least 90 days prior to the OPC opening.
- Submit any new or updated policies, protocols and process documents at least 90 days prior to the OPC opening.
- Pre-opening site visit with the City Designee at least 30 days prior to opening.

Facility Setup & Operations Launch

- Finalize site acquisition & facility setup **(Section III.E, Pg. 16-18).**
- Install necessary harm reduction supplies & medical equipment **(Section III.F, Pg. 18-19).**
- Implement participant intake & orientation process and confidentiality protocols developed in phase 1, Section II.B **(Sections V.B & V.C, Pg. 27-28).**

Equipment & Supplies (Section III.F, Pg. 18-19)

- Procure and safely store all required harm reduction supplies, medical equipment, and furnishings in compliance with regulations, ensuring the site is fully operational at launch. **(Section III.F.i.1-17 – Pg. 18-19).**
- Collaboration with existing SSP providers for Drug Checking services and harm reduction supply distribution as needed. **(Section III.F.ii - Pg. 19).**
- Procure regulation approved furniture **(Section III.F.iii - Pg. 19).**
- Ensure safe storage of all supplies with special attention to oxygen tanks. **(Section III.F.iv- Pg. 19).**
- Ensure handwashing stations readily available for participants throughout the Center. **(Section III.F.v - Pg. 19).**

Security (Sections III.G - Pg. 19-20)

- Implement the guideline-compliant security protocols adopted in phase 1, Section II.B to ensure the safety of participants, staff, and the broader community. **(Sections III.G.i & ii - Pg. 19-20).**
- Ensure all staff and volunteers have identification badges in alignment with guidelines. **(Section III.G.iii - Pg. 20).**
- Implement participant entry and exit protocol developed in phase 1, Section II.B **(Section III.G.iv - Pg. 20).**

Emergency Protocols (Section III.H -Pg. 20)

- Establish and integrate emergency response systems and overdose protocols in alignment the policy adopted in phase 1, Section II.B **(Sections III.H.i, Pg. 20).**
- Establish emergency overdose response training & procedures **(Section III.H.ii - Pg. 20).**

- Establish a policy for participants to agree to adhere to emergency protocols and procedures developed in phase 1, Section II.B (*Section III.H.iv - Pg. 20*).

Staffing, Training, & Required Participant Services (Sections IV, V, VI)

Objectives: Ensure adequate staffing, complete training, and delivery of all participant services as required under the OPC guidelines.

The OPC Provider requirements:

- Maintain sufficient, qualified staffing to ensure safe operations, adequate supervision, and responsive care during all hours of OPC operation. (*Section IV.A.i.ii, Section IV.B.i.ii.iii.iv.v.vi, Pg. 21-24*).
- Ensure all staff and volunteers receive comprehensive, role-specific training to safely and effectively support participants with evidence-based, trauma-informed, and harm reduction-centered practices. (*Section IV.C.i.ii, Pg. 24-26*).
- Conduct mandatory HIPAA, 42 CFR Part 2. Harm Reduction Principles, de-escalation and confidentiality training for staff. (*Section IV.C, Pg. 24*).
- Implement participant-centered policies for rights, eligibility, and orientation that uphold equity, transparency, and safety. (*Section V.A.i.ii, Pg. 26-27*), (*Section V.B.i.ii.iii.iv.v.vi, Pg. 27*), (*Section V.C.i.ii.iii.iv, Pg. 28*).

Required Services per Operating Guidelines

Objective: Deliver a full continuum of harm reduction services, including supervised consumption, medical support, health education, and direct referrals to care.

The OPC Provider requirements:

- Must provide at minimum the services outlined in (*Section VI Pg. 28-30*).
- Must adhere to all Policies and Procedures adopted in (*Section II.B*).

Data Reporting & Evaluation (Section II.C- Pg.9-13)

Objective: Implement a robust data systems and reporting protocols to ensure ongoing compliance, transparency, and outcome tracking.

Administrative Records & Reports (Section II.C- Pg.11-12)

The OPC Provider Requirements:

- Maintain required administrative records, ensuring compliance with de-identified data reporting. (*Section II.C.v.1, Pg. 12*).

- Establish an Administrative Record System such as NEO360 or comparable tracking system to collect required data **(Section II.C.v.1.a thru f.) Pg. 12).**
- Submit a data report in aggregate monthly for the first 3 months of operation, and quarterly thereafter. **(Section II.C.v.1, Pg. 13).**
- Submit reports due to The City by the 10th of the month following the end of the reporting period.

The City requirements:

- Submit a data report to VDH in aggregate monthly for the first 3 months of operation, and quarterly thereafter. **(Section II.C.v.1, Pg. 13).**
- Submit data reports to VDH. Reports due by the 15th of the month following the end of the reporting period. **(Section II.C.v.1, Pg. 12).**

Records Content and Management (Section III.B - Pg. 14)

Objective: Implement a secure, compliant administrative record system that supports participant confidentiality. **Section III.B & C, Pg. 14).**

The OPC Provider requirements:

- Maintain records for every participant in accordance with the policies and procedures adopted in phase 1, Section II.B **(Section III.B.i - Pg. 14).**
- Establish an Administrative Record System such as NEO360 or comparable tracking system to collect required data **(Section III.B.ii.2.a-h - Pg.14).**
- Adhere to operating guideline requirements **(Section III.B.iii, iv. & v).**

6. Annual Reporting Requirements (Section II.C.vii, Pg. 13)

The OPC Provider requirement:

- Submit required annual reports to the City no later than January 10th of each year of OPC operation. **(Section II.C.vii.1.a.b.c.d.e.f, Pg. 13).**

The City requirement: (Section II.C.vii.1.a.b.c.d.e.f, Pg. 13).

- Shall publicly post annual reports no later than January 15th of each year of OPC operation.
- Shall provide the Legislature the annual report no later than January 15th of each operating year.

Act 178 Study Collaboration (Section II.C.vi)

Objective: Support and participate in required evaluation efforts to assess the public health impact of OPC implementation in Burlington **(Section II.C.vi, Pg. 13.).**

The OPC Provider & City requirements:

- The City and its sub grantees will collaborate with the Department of Health and its associated contractors to complete the study as required by Act 178, supporting data collection and evaluation.
- The City and its sub grantees will participate in additional evaluation efforts that aim to provide information on the impacts of this pilot project in Burlington VT.
- The City and its sub grantees will collaborate with VDH & research entities to establish pre-implementation baseline data.

Conclusion

This phased approach provides a structured path to achieving full OPC compliance while allowing time for comprehensive planning and capacity building. By prioritizing service assessment, policy development and site search in Phase 1, the City ensures that all requirements are met before opening the OPC. The collaborative efforts between the City, OPC Partner, and technical assistance contractors will create a well-structured and sustainable harm reduction initiative in Burlington.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Mayor's Office Submitter: Theresa Vezina
Title/Subject: Seeking authorization to accept Grant #03420-01613 Overdose Prevention Center (OPC) Pilot Grant Funding from the Vermont Department of Health

Approval Requested:

☐ Board of Finance

☐ City Council

☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

9/8/2025

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	9/3/2025	Erin Jacobsen
Mayor's Office	Yes	9/3/2025	Emma Mulvaney-Stanak
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	9/2/2025	Erik Ramakrishnan
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	9/3/2025	Erik Ramakrishnan
CAO for budget, financing, and memo	Yes	9/3/2025	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

CONSUMER CHOICE AND DISCLOSURE FOR FUEL
PURCHASES MADE WITH DEBIT CARDS

RESOLUTION _____

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

CITY OF BURLINGTON

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

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

That WHEREAS, consumer protection regulations in the State of Vermont emphasize transparency in commercial transactions to ensure that consumers have access to clear and accurate information regarding the terms of their purchases; and

WHEREAS, many fueling stations implement a policy of holding funds beyond the actual purchase price of fuel when customers use debit cards, which may temporarily limit access to funds for consumers and cause financial inconvenience; and

WHEREAS, consumers may remain unaware of these holds and their potential impact on available account balances, which may lead to unintended overdraft fees, declined transactions, or other financial hardships; and

~~WHEREAS, Vermont municipalities, including the City of Burlington, have the authority to enact regulations that protect public welfare and promote fair business practices, provided they do not conflict with state law; and~~

WHEREAS, requiring fueling stations to post clear and permanent signage disclosing their debit card hold policies will enhance transparency, empower consumers to make informed decisions, and align with Burlington's commitment to consumer protection and fair business practices;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Burlington respectfully requeststasks the Ordinance Committee and City Attorney with review whether or not to updateupdating our relevant ordinances by as follows:

1. All fueling stations operating within the City of Burlington that have debit card fund hold policies are hereby required to post clear, conspicuous, and permanent signage on each individual fuel pump disclosing the following information:

- a. The exact amount or possible maximum that may be held;
- b. The maximum duration for which such funds may be held;

c. An option to go inside and prepay with PIN to avoid such holds if that is an option available to the consumer;

2. Fueling stations may include additional language on their signage referring customers to their individual banking institutions for further questions regarding specific bank policies;

3. The City of Burlington shall empower the Department of Permitting and Inspections to respond to consumer complaints if a fueling station does not comply with this policy and may establish and enforce a reasonable fine and any inspection or administrative fees;

~~4.~~ The City of Burlington shall empower the Department of Permitting and Inspections to revoke the operator's permit to operate and order the closure of a lot that fails to come into compliance repeatedly, which will not be lifted until they demonstrate full compliance to the satisfaction of the Department of Permitting and Inspections; and

~~4.~~

5. ~~BE IT FURTHER RESOLVED that following final passage after the Ordinance Committee completes their work, Provide for a period of 90 days after the effective date of the ordinance for~~ fueling stations ~~will have 90 days~~ to come into compliance and ~~further allow for may receive~~ a one-time courtesy warning to come into compliance for an additional 60 days.

Resolution Relating to

CONSUMER CHOICE AND DISCLOSURE FOR FUEL
PURCHASES MADE WITH DEBIT CARDS

RESOLUTION_____

Sponsor(s): Councilors Litwin, Singh,
Traverse

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

CITY OF BURLINGTON

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

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

1 That WHEREAS, consumer protection regulations in the State of Vermont emphasize transparency in
2 commercial transactions to ensure that consumers have access to clear and accurate information regarding the
3 terms of their purchases; and

4 WHEREAS, many fueling stations implement a policy of holding funds beyond the actual purchase
5 price of fuel when customers use debit cards, which may temporarily limit access to funds for consumers and
6 cause financial inconvenience; and

7 WHEREAS, consumers may remain unaware of these holds and their potential impact on available
8 account balances, which may lead to unintended overdraft fees, declined transactions, or other financial
9 hardships; and

10 WHEREAS, Vermont municipalities, including the City of Burlington, have the authority to enact
11 regulations that protect public welfare and promote fair business practices, provided they do not conflict with
12 state law; and

13 WHEREAS, requiring fueling stations to post clear and permanent signage disclosing their debit card
14 hold policies will enhance transparency, empower consumers to make informed decisions, and align with
15 Burlington's commitment to consumer protection and fair business practices;

16 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Burlington tasks the
17 Ordinance Committee and City Attorney with updating our relevant ordinances by as follows:

- 18 1. All fueling stations operating within the City of Burlington that have debit card fund hold policies are
19 hereby required to post clear, conspicuous, and permanent signage on each individual fuel pump
20 disclosing the following information:

- 21 a. The exact amount or possible maximum that may be held;
22 b. The maximum duration for which such funds may be held;
23 c. An option to go inside and prepay with PIN to avoid such holds if that is an option available to
24 the consumer;

2. Fueling stations may include additional language on their signage referring customers to their individual banking institutions for further questions regarding specific bank policies;
3. The City of Burlington shall empower the Department of Permitting and Inspections to respond to consumer complaints if a fueling station does not comply with this policy and may establish and enforce a reasonable fine and any inspection or administrative fees;
4. The City of Burlington shall empower the Department of Permitting and Inspections to revoke the operator's permit to operate and order the closure of a lot that fails to come into compliance repeatedly, which will not be lifted until they demonstrate full compliance to the satisfaction of the Department of Permitting and Inspections; and

BE IT FURTHER RESOLVED that following final passage after the Ordinance Committee completes their work, fueling stations will have 90 days to come into compliance and may receive a one-time courtesy warning to come into compliance for an additional 60 days.

EL/Resolutions 2025/Consumer Choice and Disclosure for Fuel Purchases Made with Debit Cards
9/4/25

Resolution Relating to

**CONSUMER CHOICE AND DISCLOSURE FOR FUEL
PURCHASES MADE WITH DEBIT CARDS**

RESOLUTION 6.3

Sponsor(s): Councilors Litwin, Singh, Traverse

Introduced: 09/08/25

Referred to: _____

Action: adopted; amended version

Date: 09/08/25

Signed by Mayor: 09/09/25

CITY OF BURLINGTON

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

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

1 That WHEREAS, consumer protection regulations in the State of Vermont emphasize transparency in
2 commercial transactions to ensure that consumers have access to clear and accurate information regarding the
3 terms of their purchases; and

4 WHEREAS, many fueling stations implement a policy of holding funds beyond the actual purchase
5 price of fuel when customers use debit cards, which may temporarily limit access to funds for consumers and
6 cause financial inconvenience; and

7 WHEREAS, consumers may remain unaware of these holds and their potential impact on available
8 account balances, which may lead to unintended overdraft fees, declined transactions, or other financial
9 hardships; and

10 WHEREAS, requiring fueling stations to post clear and permanent signage disclosing their debit card
11 hold policies will enhance transparency, empower consumers to make informed decisions, and align with
12 Burlington's commitment to consumer protection and fair business practices;

13 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Burlington respectfully
14 requests the Ordinance Committee and City Attorney review whether or not to update our relevant ordinances
15 as follows:

- 16 1. All fueling stations operating within the City of Burlington that have debit card fund hold policies are
17 hereby required to post clear, conspicuous, and permanent signage on each individual fuel pump
18 disclosing the following information:
- 19 a. The exact amount or possible maximum that may be held;
 - 20 b. The maximum duration for which such funds may be held;
 - 21 c. An option to go inside and prepay with PIN to avoid such holds if that is an option available to
22 the consumer;
- 23 2. Fueling stations may include additional language on their signage referring customers to their
24 individual banking institutions for further questions regarding specific bank policies;

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20.....

..... Clerk

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

..... Mayor

Vol. Page

* * * * *

- 25 3. The City of Burlington shall empower the Department of Permitting and Inspections to respond to
26 consumer complaints if a fueling station does not comply with this policy and may establish and
27 enforce a reasonable fine and any inspection or administrative fees;
- 28 4. The City of Burlington shall empower the Department of Permitting and Inspections to revoke the
29 operator's permit to operate and order the closure of a lot that fails to come into compliance repeatedly,
30 which will not be lifted until they demonstrate full compliance to the satisfaction of the Department of
31 Permitting and Inspections; and
- 32 5. Provide for a period of 90 days after the effective date of the ordinance for fueling stations to come
33 into compliance and further allow for a one-time courtesy warning to come into compliance for an
34 additional 60 days.
- 35

36
37 *EL/Resolutions 2025/Consumer Choice and Disclosure for Fuel Purchases Made with Debit Cards*
38 9/4/25

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

Consumer Choice And Disclosure For Fuel Purchases Made With Debit Cards

.....

.....

Adopted by the City Council

September 8....., 20..... 25.....

[Signature]..... Clerk

Approved..... Sept 9....., 20..... 25.....

[Signature]..... Mayor

Attest:

Vol. Page

* * * * *

Resolution Relating to

CONSUMER CHOICE AND DISCLOSURE OF PARKING
TERMS & RATES IN PRIVATELY OWNED LOTS

RESOLUTION _____

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

CITY OF BURLINGTON

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

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

- That WHEREAS, the Burlington City Council strives to uphold best practices in consumer choice and disclosure in all aspects of commerce operating in the City of Burlington; and
- WHEREAS, privately-operated parking lots have grown in recent years in the City of Burlington and do not match City of Burlington parking rates; and
- WHEREAS, the City of Burlington and City Council have received feedback from members of the public and visitors of Burlington that differences between privately-operated parking lots and publicly-operated parking lots are not clear to the [driving] consumer; and
- WHEREAS, privately-owned parking lot operators may not be honoring Vermont’s free public parking for those displaying handicapped parking permits; and
- WHEREAS, hourly parking rates are not clearly and conspicuously posted on visible signage to the driving public and consumers often do not see the rate until they have already parked and are standing at the payment kiosk;
- NOW, THEREFORE, BE IT RESOLVED that the Burlington City Council respectfully requests ~~instructs~~ the Ordinance Committee and City Attorney’s Office to review ~~author~~ new ordinance language that accomplishes the following and to draft any appropriate language to address the issues raised in Committee deliberations:
1. Requires privately-owned parking lot operators to include the words “privately-owned” to appear on signage visible from the roadway;
 2. Requires privately-owned parking lot operators to clearly and visibly disclose parking rates at the roadway in a manner that would inform the consumer prior to entering and parking;
 3. Requires privately-owned parking lot operators using dynamic or changing pricing models to clearly and visibly disclose that and the maximum possible rate the consumer could pay at the roadway in a manner that would inform the consumer prior to entering and parking;

4.— Requires privately-owned parking lot operators to post clear and conspicuous signage that if they intend to charge customers displaying handicapped parking permits to park that they must inform drivers that they may park for free on the street or in City-owned lots; and

4.

5.

~~6.5. BE IT FURTHER RESOLVED that following final passage after the Ordinance Committee completes their work, Provide for a period of 90 days after the effective date of the ordinance for privately-owned parking lot operators will have 90 days to come into compliance and further allow for may receive a one-time courtesy warning to come into compliance for an additional 60 days.~~

Resolution Relating to

CONSUMER CHOICE AND DISCLOSURE OF PARKING
TERMS & RATES IN PRIVATELY OWNED LOTS

RESOLUTION_____

Sponsor(s): Councilors Litwin, Singh,
Traverse
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Five.....
Resolved by the City Council of the City of Burlington, as follows:

- That WHEREAS, the Burlington City Council strives to uphold best practices in consumer choice and disclosure in all aspects of commerce operating in the City of Burlington; and
- WHEREAS, privately-operated parking lots have grown in recent years in the City of Burlington and do not match City of Burlington parking rates; and
- WHEREAS, the City of Burlington and City Council have received feedback from members of the public and visitors of Burlington that differences between privately-operated parking lots and publicly-operated parking lots are not clear to the [driving] consumer; and
- WHEREAS, privately-owned parking lot operators may not be honoring Vermont’s free public parking for those displaying handicapped parking permits; and
- WHEREAS, hourly parking rates are not clearly and conspicuously posted on visible signage to the driving public and consumers often do not see the rate until they have already parked and are standing at the payment kiosk;
- NOW, THEREFORE, BE IT RESOLVED that the Burlington City Council instructs the Ordinance Committee and City Attorney’s Office to author new ordinance language that accomplishes the following:
- 1. Requires privately-owned parking lot operators to include the words “privately-owned” to appear on signage visible from the roadway;
 - 2. Requires privately-owned parking lot operators to clearly and visibly disclose parking rates at the roadway in a manner that would inform the consumer prior to entering and parking;
 - 3. Requires privately-owned parking lot operators using dynamic or changing pricing models to clearly and visibly disclose that and the maximum possible rate the consumer could pay at the roadway in a manner that would inform the consumer prior to entering and parking;
 - 4. Requires privately-owned parking lot operators to post clear and conspicuous signage that if they intend to charge customers displaying handicapped parking permits to park that they must inform drivers that they may park for free on the street or in City-owned lots; and

26 BE IT FURTHER RESOLVED that following final passage after the Ordinance Committee completes
27 their work, privately-owned parking lot operators will have 90 days to come into compliance and may receive
28 a one-time courtesy warning to come into compliance for an additional 60 days.

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EL/Resolutions 2025/*Consumer Choice and Disclosure of Parking Terms & Rates in Privately Owned Lots*
9/4/25

Resolution Relating to

**CONSUMER CHOICE AND DISCLOSURE OF PARKING
TERMS & RATES IN PRIVATELY OWNED LOTS**

RESOLUTION 6.4

Sponsor(s): Councilors Litwin, Singh, Traverse

Introduced: 09/08/25

Referred to: _____

Action: adopted; amended version

Date: 09/08/25

Signed by Mayor: 09/09/25

CITY OF BURLINGTON

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

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

1 That WHEREAS, the Burlington City Council strives to uphold best practices in consumer choice and
2 disclosure in all aspects of commerce operating in the City of Burlington; and

3 WHEREAS, privately-operated parking lots have grown in recent years in the City of Burlington and
4 do not match City of Burlington parking rates; and

5 WHEREAS, the City of Burlington and City Council have received feedback from members of the
6 public and visitors of Burlington that differences between privately-operated parking lots and publicly-
7 operated parking lots are not clear to the [driving] consumer; and

8 WHEREAS, privately-owned parking lot operators may not be honoring Vermont's free public
9 parking for those displaying handicapped parking permits; and

10 WHEREAS, hourly parking rates are not clearly and conspicuously posted on visible signage to the
11 driving public and consumers often do not see the rate until they have already parked and are standing at the
12 payment kiosk;

13 NOW, THEREFORE, BE IT RESOLVED that the Burlington City Council respectfully requests the
14 Ordinance Committee and City Attorney's Office to review new ordinance language that accomplishes the
15 following and to draft any appropriate language to address the issues raised in Committee deliberations:

- 16 1. Requires privately-owned parking lot operators to include the words "privately-owned" to appear
17 on signage visible from the roadway;
- 18 2. Requires privately-owned parking lot operators to clearly and visibly disclose parking rates at the
19 roadway in a manner that would inform the consumer prior to entering and parking;
- 20 3. Requires privately-owned parking lot operators using dynamic or changing pricing models to
21 clearly and visibly disclose that and the maximum possible rate the consumer could pay at the
22 roadway in a manner that would inform the consumer prior to entering and parking;
- 23 4. Requires privately-owned parking lot operators to post clear and conspicuous signage that if they
24 intend to charge customers displaying handicapped parking permits to park that they must inform
25 drivers that they may park for free on the street or in City-owned lots; and

* * * * *

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Adopted by the City Council

....., 20.....

..... Clerk

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

..... Mayor

Vol. Page

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5. Provide for a period of 90 days after the effective date of the ordinance for privately-owned parking lot operators to come into compliance and further allow for a one-time courtesy warning to come into compliance for an additional 60 days.

EL/Resolutions 2025/*Consumer Choice and Disclosure of Parking Terms & Rates in Privately Owned Lots*
9/4/25

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Consumer Choice And Disclosure Of Parking Terms & Rates In Privately Owned Lots

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Adopted by the City Council

September 8 20 25

[Signature] Clerk

Approved..... Sept 9 20 25

[Signature] Mayor

Attest:

Vol. Page

* * * * *

Resolution Relating to

FUNDING FOR THE BTV CLEAN UP CREW LITTER
PICKUP PROGRAM

RESOLUTION_____

Sponsor(s): Councilors Neubieser,
Traverse, Grant, Carpenter, Schachter,
Litwin, Bergman, McKnight
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, needle pickup is a critical component of a comprehensive public health strategy,
2 preventing accidental needle sticks, reducing the spread of infectious diseases, and signaling that the city takes
3 harm reduction and community wellbeing seriously; and
4 WHEREAS, in recent months, the City Council Committee on Community Development &
5 Neighborhood Revitalization (“CDNR”) has been reviewing recommendations from the Board of Health and
6 other public feedback on how the City of Burlington can best address the issue of discarded syringes. The City
7 Council looks forward to the CDNR Committee reporting back to the full Council on its work and the Council
8 anticipates this report will include, but not necessarily be limited to, recommendations on how the City can
9 formalize its support for needle pickup; and
10 WHEREAS, the City of Burlington has experienced an increase in discarded syringes in public spaces,
11 posing a risk to public health and safety, particularly for children, unhoused individuals, and downtown
12 workers and residents; and
13 WHEREAS, in the meantime, volunteers and local organizations have organized weekly litter cleanup
14 events, known as the BTV Clean Up Crew, since May 2025, providing residents with a direct and positive
15 way to care for their city; and
16 WHEREAS, these efforts remove hazardous waste, improve the cleanliness and accessibility of
17 downtown public spaces, and build community cohesion through collective action; and
18 WHEREAS, harm reduction approaches—including safe syringe disposal and community cleanup
19 efforts—are recognized by the Vermont Department of Health, the Centers for Disease Control, and the World
20 Health Organization as effective tools for addressing the opioid crisis and promoting public safety; and
21 WHEREAS, sustaining these volunteer-led events requires a modest investment in essential supplies,
22 including sharps containers, gloves, trash bags, and outreach materials; and
23 WHEREAS, the Councilor Initiative Fund is intended to support resident-driven solutions that enhance
24 the health, safety, and vibrancy of Burlington neighborhoods; and

WHEREAS, maintaining clean and safe public spaces strengthens Burlington's reputation as a welcoming, family-friendly, and economically vibrant city; and

WHEREAS, empowering residents to take direct action in caring for their neighborhoods fosters civic pride, mutual accountability, and stronger connections between community members; and

WHEREAS, supporting grassroots efforts like the BTV Clean Up Crew reinforces the City's commitment to shared responsibility and proactive public health solutions; and

WHEREAS, the Peace and Justice Center is a local 501(c)(3) nonprofit helps lead the BTV Clean Up Crew program;

NOW, THEREFORE, BE IT RESOLVED that the Burlington City Council allocates \$1,500 from the Councilor Initiative Fund in FY26 to the Peace and Justice Center to support the BTV Clean Up Crew's weekly litter pickup program; and

BE IT FURTHER RESOLVED that these funds shall be used exclusively for purchasing cleanup supplies and supporting volunteer coordination.

CN/Resolutions 2025/Funding for the BTV Clean Up Crew Litter Pickup Program
9/4/25

Resolution Relating to

FUNDING FOR THE BTV CLEAN UP CREW LITTER PICKUP PROGRAM

RESOLUTION 6.5

Sponsor(s): Councilors Neubieser,
Traverse, Grant, Carpenter, Schachter,
Litwin, Bergman, McKnight

Introduced: 09/08/25

Referred to: _____

Action: adopted

Date: 09/08/25

Signed by Mayor: 09/09/25

CITY OF BURLINGTON

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

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

1 That WHEREAS, needle pickup is a critical component of a comprehensive public health strategy,
2 preventing accidental needle sticks, reducing the spread of infectious diseases, and signaling that the city takes
3 harm reduction and community wellbeing seriously; and

4 WHEREAS, in recent months, the City Council Committee on Community Development &
5 Neighborhood Revitalization (“CDNR”) has been reviewing recommendations from the Board of Health and
6 other public feedback on how the City of Burlington can best address the issue of discarded syringes. The City
7 Council looks forward to the CDNR Committee reporting back to the full Council on its work and the Council
8 anticipates this report will include, but not necessarily be limited to, recommendations on how the City can
9 formalize its support for needle pickup; and

10 WHEREAS, the City of Burlington has experienced an increase in discarded syringes in public spaces,
11 posing a risk to public health and safety, particularly for children, unhoused individuals, and downtown
12 workers and residents; and

13 WHEREAS, in the meantime, volunteers and local organizations have organized weekly litter cleanup
14 events, known as the BTV Clean Up Crew, since May 2025, providing residents with a direct and positive
15 way to care for their city; and

16 WHEREAS, these efforts remove hazardous waste, improve the cleanliness and accessibility of
17 downtown public spaces, and build community cohesion through collective action; and

18 WHEREAS, harm reduction approaches—including safe syringe disposal and community cleanup
19 efforts—are recognized by the Vermont Department of Health, the Centers for Disease Control, and the World
20 Health Organization as effective tools for addressing the opioid crisis and promoting public safety; and

21 WHEREAS, sustaining these volunteer-led events requires a modest investment in essential supplies,
22 including sharps containers, gloves, trash bags, and outreach materials; and

23 WHEREAS, the Councilor Initiative Fund is intended to support resident-driven solutions that enhance
24 the health, safety, and vibrancy of Burlington neighborhoods; and

* * * * *

DISTRIBUTION:

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Adopted by the City Council

....., 20.....

..... Clerk

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

..... Mayor

Vol. Page

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WHEREAS, maintaining clean and safe public spaces strengthens Burlington's reputation as a welcoming, family-friendly, and economically vibrant city; and

WHEREAS, empowering residents to take direct action in caring for their neighborhoods fosters civic pride, mutual accountability, and stronger connections between community members; and

WHEREAS, supporting grassroots efforts like the BTV Clean Up Crew reinforces the City's commitment to shared responsibility and proactive public health solutions; and

WHEREAS, the Peace and Justice Center is a local 501(c)(3) nonprofit helps lead the BTV Clean Up Crew program;

NOW, THEREFORE, BE IT RESOLVED that the Burlington City Council allocates \$1,500 from the Councilor Initiative Fund in FY26 to the Peace and Justice Center to support the BTV Clean Up Crew's weekly litter pickup program; and

BE IT FURTHER RESOLVED that these funds shall be used exclusively for purchasing cleanup supplies and supporting volunteer coordination.

CN/Resolutions 2025/Funding for the BTV Clean Up Crew Litter Pickup Program
9/4/25

* * * * *

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ORIGINAL

RESOLUTION RELATING TO

Funding For The BTV Clean Up Crew Litter Pickup Program

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Adopted by the City Council

September 8, 2025

[Signature]

Clerk

Approved..... Sept 9, 2025

[Signature]

Mayor

Attest:

Vol. Page

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CITY OF BURLINGTON

In the Year Two Thousand Twenty-Five

An Ordinance in Relation to

RAISING THE MANDATORY RETIREMENT AGE FOR
CLASS A EMPLOYEES

ORDINANCE _____
Sponsor: *Barlow, Grant, Singh*
Public Hearing Dates: _____

First reading: _____
Referred to: _____
Rules suspended and placed in all
stages of passage: _____
Second reading: _____
Action: _____
Date: _____
Signed by Mayor: _____
Published: _____
Effective: _____

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

1 That WHEREAS, Sec. 24-17 of the Code of Ordinances of the City of Burlington (“B.C.O”) divides
2 membership of the City of Burlington’s retirement system into “Class A” and “Class B” employees, with
3 “Class A” defined as including “[a]ny member who is a member of the police or fire department, not
4 including secretarial, clerical or other employees not having the status of members”; and

5 WHEREAS, B.C.O. Chapter 24, Article II on the Retirement System, further establishes a mandatory
6 retirement age of sixty (60) for Class A employees; and

7 WHEREAS, raising this mandatory retirement age is broadly supported by relevant stakeholders,
8 including the City Council and Mayor’s Office, which continue to regularly support efforts to improve
9 recruitment and retention at Burlington’s public safety departments; and

10 NOW, THEREFORE, BE IT RESOLVED, that B.C.O. Chapter 24, Article II, Retirement System, be
11 and hereby is amended as follows:

12 24-14 Definitions.

13 * * *

14 *Mandatory retirement age* shall mean age sixty-~~three~~ (6~~30~~) for Class A members.

15 * * *

16 24-22 Retirement; benefits.

17 * * *

18 (b) Any Class A employee in service who attains age sixty-~~three~~ (6~~30~~) shall be retired
19 forthwith on a service retirement benefit; provided, that any official appointed for a definite
20 term may remain in service until the end of the term.

21 AND, BE IT FURTHER RESOLVED, the City Council authorizes the Chief Administrative Officer,
22 or their designee, to effectuate any changes to municipal retirement plan documents required by this
23 amendment and to engage in any subsequent effects bargaining with the municipal unions representing Class
24 A employees, with any related changes being subject to any necessary approval by the Board of Finance and
25 City Council.