



City Council

Monday, September 29, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Join from PC, Mac, iPad, or Android:

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

To participate in Public Forum via ZOOM sign up here:

<https://www.burlingtonvt.gov/citycouncil/publicforum>

******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 29, 2025 - Regular City Council Meeting - Monday, September 29, 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: add to the consent agenda item 5.18. Ward 3 NPA Resolution - Overdose Prevention Center (per Christopher Haessly); add to the consent agenda item 5.19. Front Porch Forum Post September 17th, 2025 Burlington Democrats Antonio Golan, N. Union St, Burlington (per Councilor Grant); add to the deliberative agenda item 6.7. Resolution: Ratification Of Tentative Agreement And Authorization To Execute Collective Bargaining Agreement Between The City Of Burlington And The Burlington Firefighters' Association (July 1, 2025 - June 30, 2028)(Board of Finance)(per City Council President Traverse)

2. Executive Session (30 mins.)

Subject	2.1. Litigation Update - City Attorney's Office
Meeting	September 29, 2025 - Regular City Council Meeting - Monday, September 29, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Executive Session (30 mins.)
Department	City Attorney
Type	Action Procedural
Recommended Action	Motion 1: Move that the Council find that premature general public knowledge of legal advice and information concerning the details of "pending and/or potential" litigation to which the City is a party or has a stated interest would clearly place the City at a substantial disadvantage; Motion 2: Based upon that finding, move that the Council go into executive session to receive confidential attorney-client communications, 1 VSA §313(a)(1)(F), in pending and/or potential civil litigation matters, 1 VSA §313(a)(1)(E), including representatives from the Mayor's Office and City Attorney's Office.

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

Subject	3.1. Verbal Comments
Meeting	September 29, 2025 - Regular City Council Meeting - Monday, September 29, 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 29, 2025 - Regular City Council Meeting - Monday, September 29, 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 (as amended) and take the actions indicated
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Meeting September 29, 2025 - Regular City Council Meeting - Monday, September 29, 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 (as amended) and take the actions indicated

Subject 5.2. Accountability List - CT

Meeting September 29, 2025 - Regular City Council Meeting - Monday, September 29, 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. Communication: Becca Brown McKnight, re: Fwd: response requested: endorsement of violence

Meeting September 29, 2025 - Regular City Council Meeting - Monday, September 29, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Council and Board

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

Subject 5.4. Communication: Bethany Whitaker, Member, Electric Light Commission, re: Resignation

Meeting September 29, 2025 - Regular City Council Meeting - Monday, September 29, 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, accept the communication, place it on file, advertise the vacancy in Seven Days (already did) and send a letter of appreciation to Bethany Whitaker thanking her for her time served as a Member of the Electric Light Commission

Subject	5.5. Communication: Leslie Spencer, Member, Conservation Board, re: stepping down from the Conservation Board
Meeting	September 29, 2025 - Regular City Council Meeting - Monday, September 29, 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, accept the communication, place it on file, advertise the vacancy in Seven Days (already did) and send a letter of appreciation to Leslie Spencer thanking her for her time served as a Member of the Conservation Board
Subject	5.6. Communication: Andrew Gregg, Member, Winooski Valley Park District, re: Resignation
Meeting	September 29, 2025 - Regular City Council Meeting - Monday, September 29, 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, accept the communication, place it on file, advertise the vacancy in Seven Days (already did) and send a letter of appreciation to Andrew Gregg thanking him for his time served as a Member of the Winooski Valley Park District
Subject	5.7. Communication: R. Marcus West, re: Narcotics-Mafia In Political Organization, Burlington City, State Of Vermont
Meeting	September 29, 2025 - Regular City Council Meeting - Monday, September 29, 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	5.8. Event Permit Application: Fire Prevention Day, October 4, 2025 - City of Burlington Fire Department
Meeting	September 29, 2025 - Regular City Council Meeting - Monday, September 29, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Fire Department

Type	Action (Consent)
Recommended Action	approve the event permit application for the City of Burlington Fire Department, Fire Prevention Day, October 4, 2025, 8 am - 3 pm
Subject	5.9. Court Diversion Grant: #02100-FY26/27-CN - CEDO/CJC
Meeting	September 29, 2025 - Regular City Council Meeting - Monday, September 29, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	to approve the acceptance of the State of Vermont Grant Award #02100-FY26/27-CN, in the amount of \$953,658, which will continue the offering of court diversion and pretrial services being provided by the BCJC to June 30, 2026, subject to final review and approval of the City Attorney, and to authorize the CEDO Director to sign the grant agreement, and to take such further actions or to execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby
Subject	5.10. Balanced and Restorative Justice grant (#03440-29000-26) approval - CEDO/CJC
Meeting	September 29, 2025 - Regular City Council Meeting - Monday, September 29, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	move to approve and authorize the CEDO Director to accept the DCF State Grant #03440-29000-26 in the amount of \$230,450.02 for the period of July1, 2025-June 30, 2026, upon final review and approval of the City Attorney's Office
Subject	5.11. Department of Corrections Grant: "Safer Communities" (Grant # 03520-1609) - CEDO/CJC
Meeting	September 29, 2025 - Regular City Council Meeting - Monday, September 29, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	move to approve and 1) authorize the CEDO Director to accept and execute a second amendment to State Grant #03520-1609 in the amount of \$864.063.34 for FY26 and FY27 subject to review and approval of the City Attorney and to take such further actions and execute such further instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the transactions contemplated hereby, and 2) authorize the CAO or their designee to effectuate any budget amendments

necessary to reflect the necessary changes to the FY26 budget lines associated with the grant

Subject **5.12. Communication: Program Year 2024 Consolidated Annual Performance & Evaluation Report (CAPER) Submission - CEDO**

Meeting September 29, 2025 - Regular City Council Meeting - Monday, September 29, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Community & Economic Development Office (CEDO)

Type Action (Consent)
Communication
Information

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

Subject **5.13. City staff appointment to the Intervale Center Board - CEDO**

Meeting September 29, 2025 - Regular City Council Meeting - Monday, September 29, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Community & Economic Development Office (CEDO)

Type Action (Consent)

Recommended Action to approve the appointment of Johanna Schneider, CEDO Small Business Support Specialist, to serve as a member of the Intervale Center Board

Subject **5.14. Communication: Bruce Wilson, Arts So Wonderful, re: graffiti removal and 5 Murals**

Meeting September 29, 2025 - Regular City Council Meeting - Monday, September 29, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 5. Consent Agenda

Department Council and Board

Type Action (Consent)

Recommended Action to approve the use of \$3,125 from the City Council Initiative Fund for graffiti removal and creating murals at Thorsen Way and authorize CAO to effectuate any budget amendments needed

Subject **5.15. FIO Documents**

Meeting September 29, 2025 - Regular City Council Meeting - Monday, September 29, 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
Subject	5.16. Resolution: Re-Appointment Of Dr. Spencer Blackman To The City Of Burlington's Board Of Medical Examiners (Councilor Carpenter)
Meeting	September 29, 2025 - Regular City Council Meeting - Monday, September 29, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	Human Resources
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution as presented
Subject	5.17. Resolution: Release Of Certain Glebe Lands And Perpetual Lease-Land Interests And Revision Of The City Of Burlington Perpetual Lease Land Interests List (Councilor Traverse)
Meeting	September 29, 2025 - Regular City Council Meeting - Monday, September 29, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Consent Agenda
Department	City Attorney
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	5.18. Christopher Haessly, re: Ward 3 NPA Resolution - Overdose Prevention Center
Meeting	September 29, 2025 - Regular City Council Meeting - Monday, September 29, 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. Front Porch Forum Post September 17th, 2025, Burlington Democrats, Antonio Golan, N. Union St, Burlington
Meeting	September 29, 2025 - Regular City Council Meeting - Monday, September 29, 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

6. Deliberative Agenda

Subject	6.1. Appointment: Director of the Office of Racial Equity, Inclusion, and Belonging - Mayor (20 mins.)
Meeting	September 29, 2025 - Regular City Council Meeting - Monday, September 29, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Mayor's Office
Type	Action
Recommended Action	move to confirm the appointment of Dr. Kelli Perkins to the position of Director of the Office of Racial Equity, Inclusion, and Belonging
Subject	6.2. Ordinance: Prohibiting Indecent Exposure (Councilor Traverse, Ordinance Committee)(20 mins.)
Meeting	September 29, 2025 - Regular City Council Meeting - Monday, September 29, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Deliberative Agenda
Department	Council and Board
Type	Action Ordinance - Second Reading
Recommended Action	2 nd reading. Motion: Waive the reading and adopt the ordinance as revised by the Ordinance Committee.
Subject	6.3. Ordinance: Raising The Mandatory Retirement Age For Class A Employees (Councilors Barlow, Grant, Singh)(15 mins.)
Meeting	September 29, 2025 - Regular City Council Meeting - Monday, September 29, 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 the Ordinance Committee
Subject	6.4. Ordinance: Parking Enforcement (Public Works Commission)(10 mins.)

Meeting September 29, 2025 - Regular City Council Meeting - Monday, September 29, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Deliberative Agenda

Department Public Works Department

Type Action
Ordinance - First Reading

Recommended Action to waive and approve the first reading of the ordinance and to refer to Ordinance Committee

Subject 6.5. Street Light Tariff Update - BED (10 mins.)

Meeting September 29, 2025 - Regular City Council Meeting - Monday, September 29, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Deliberative Agenda

Department Burlington Electric Department

Type Action

Recommended Action to approve and authorize the General Manager of the Burlington Electric Department or their designee to file the updated street lighting tariff with the Vermont Public Utility Commission and to take such actions as may be needed to secure its approval

Subject 6.6. City Hall Park Resolution Report - Police (30 mins.)

Meeting September 29, 2025 - Regular City Council Meeting - Monday, September 29, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Deliberative Agenda

Department Police Department

Type Discussion

Subject 6.7. Resolution: Ratification Of Tentative Agreement And Authorization To Execute Collective Bargaining Agreement Between The City Of Burlington And The Burlington Firefighters' Association (July 1, 2025 - June 30, 2028)(Board of Finance)

Meeting September 29, 2025 - Regular City Council Meeting - Monday, September 29, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Category 6. Deliberative Agenda

Department City Attorney

Type Action
Resolution

Recommended Action waive the reading and adopt the resolution

7. Committee Reports

Subject	7.1. Verbal reports
Meeting	September 29, 2025 - Regular City Council Meeting - Monday, September 29, 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 29, 2025 - Regular City Council Meeting - Monday, September 29, 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 29, 2025 - Regular City Council Meeting - Monday, September 29, 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 29, 2025 - Regular City Council Meeting - Monday, September 29, 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
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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 29, 2025 - Regular City Council Meeting - Monday, September 29, 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

9/29/2025

	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	7/14/2025	REIB Proposed Charter Change	referred to the Charter Change Committee	not-specified
9	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
10	9/8/2025	Resolution: Consumer Choice And Disclosure For Fuel Purchases Made With Debit Cards	referred to the Ordinance Committee	not-specified
11	9/8/2025	Resolution: Consumer Choice And Disclosure Of Parking Terms & Rates In Privately Owned Lots	referred to the Ordinance Committee	not-specified

Lori Olberg

From: Becca Brown McKnight
Sent: Friday, September 12, 2025 8:01 AM
To: Lori Olberg; Benjamin Traverse
Subject: Fwd: Response requested: endorsement of violence

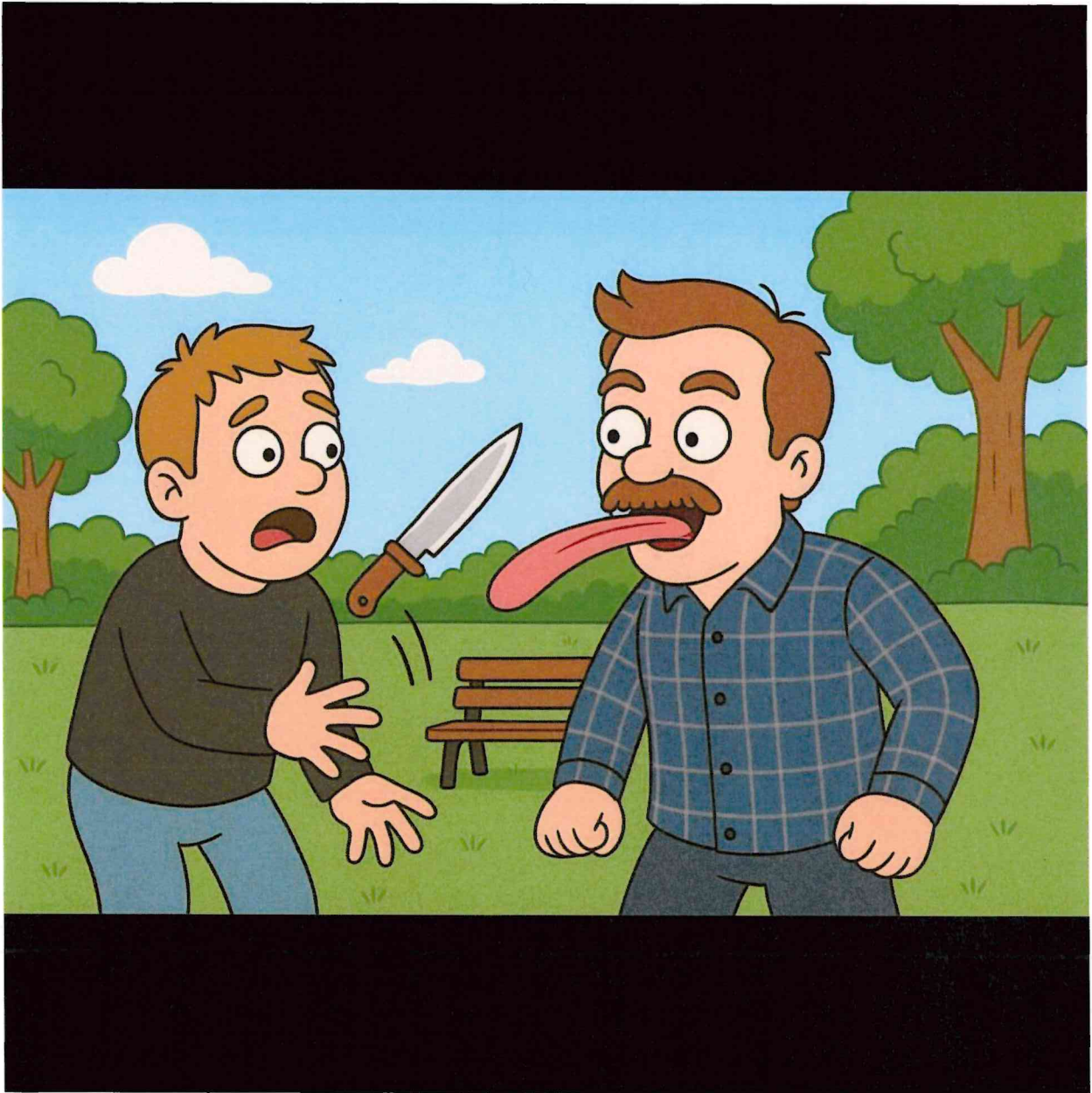
Hi Lori and Ben,

Please add the communication chain below, including the photo, to the consent agenda for 9/29's meeting as a public communication.

Thank you,
Becca



btvlee



Liked by culturalbunkerradio

1 day ago

From: Melo Grant <megrant@burlingtonvt.gov>
Date: September 11, 2025 at 2:31:24 PM EDT
To: Becca Brown McKnight <bbrownmcknight@burlingtonvt.gov>
Cc: Gene Bergman <gbergman@burlingtonvt.gov>, Benjamin Traverse <btraverse@burlingtonvt.gov>
Subject: Re: Response requested: endorsement of violent

Hello Becca,

What do you mean "endorsed"? What about Evan's posts and lies about me? What about Evan and your fellow Dems refusing to disavow support from extreme transphobes and racists during elections, especially from people who threatened Lee Morrigan with rape and debated how he should die? What about Evan's use of the word Nigger? Your fellow Dems knew. Ali Dieng knew about it which is why he withdrew his support. Jeff Comstock actually put down both Evan and Mark on his recent Board application, why did he think that was ok to do? Comstock is a known racist and transphobe. Why are Dems still buddying up to him? What about how you treat me and your bias towards me? You allowed your name to be used in an email sent by Ben to the city's Democrats saying that I, a Black woman, was a threat to two White women, you and Allie, and their families (one of the oldest racist tropes) all because I don't support the Genocide in Gaza. You want to talk "semantics"?!?!?! Saying that I support Hamas terrorism because I wore a Keffiyeh?!?!?!?! You helped unleash attacks on me that went beyond politics, I was called a Sand Nigger and Anti-Semitic. You attack marginalized people and volunteers who help them. You made up data intentionally to hurt marginalized people and when I insisted on seeing your notes to back up the data (that didn't exist) you invoked Chief's Burke name in an attempt to intimidate me. How very Karen of you. You previously said to me that after the 2024 election you noticed how White and Male the council had become and you pretended to care. However when you were given power (the Chair of the Boards/Commissions committee) you supported the status quo and did not make decisions in an equitable way. You let Evan threaten me when I pushed for diversity and representation on the Police Commission. We could have had commissioners representing both Wards 2 and 3 including Zach Cummings who is BIPOC. He applied for three spots but couldn't get one. I was willing to negotiate removing a Prog off a board to make room for him. You let Evan threaten the Mayor's office when Joe Magee was fighting for a qualified woman to be on an all male board. You want me to keep going on because I've got more.

Please resign from the REIB committee. Your heart is clearly not in this work.

Sincerely,

Melo Grant (she/her)
Central District City Councilor (Wards 2 and 3)
megrant@burlingtonvt.gov
802.310.0962

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.

From: Becca Brown McKnight <bbrownmcknight@burlingtonvt.gov>
Sent: Wednesday, September 10, 2025 9:49 AM
To: Melo Grant <megrant@burlingtonvt.gov>
Subject: Response requested: endorsement of violent

Hello Councilor Grant,

I was disturbed to see that you endorsed the image below which depicts a knife about to cut off Councilor Litwin's tongue. I am planning to release a statement condemning violence, or the suggestion of violence, against elected officials but wanted to first give you an opportunity to respond or comment on your reasons for liking this post.

Please advise.

Becca Brown McKnight
Burlington City Councilor, Ward 6

My work hours may not be yours. Please do not feel obligated to respond outside of your normal hours.

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.

'25 SEP 11 AM 9:31

Hi Lori,

I'm writing to let you know that I have to resign from the Burlington Electric Department commission effective tonight, September 10, 2025. I recently received an assignment with the Peace Corps and will be leaving Burlington in a few weeks. I wasn't sure the assignment was going to be effective this fall, so apologize for resigning so quickly after being re-instated.

Please let me know if you have any questions.

Thanks,
Bethany

Bethany Whitaker
Senior Principal
t +18573058003 m +18029228158
Nelson\Nygaard

From: Leslie Spencer <Leslie.Spencer@uvm.edu>
Sent: Tuesday, September 9, 2025 1:33 PM
To: Scott Gustin <SGustin@burlingtonvt.gov>
Subject: stepping down from the Conservation Board

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

I'm writing to let you know that I've made the hard decision to step down from my seat on the Conservation Board. I recently started a new part-time role with the One Hive Foundation, a nonprofit that funds pollinator projects. It's a great complement to my PhD work, but it has added a lot to my plate, and I need to be mindful about limiting other commitments.

Let me know if there's anything I need to do to make my resignation official — I am happy to send a note to the full board. And apologies for leaving in the middle of my term, that was not what I intended to do, of course. It's been a great experience to learn more about conservation at the city level.

Best,
Leslie

Leslie C. Spencer (she/her)
PhD Candidate in Food Systems
Gund Institute Graduate Fellow
University of Vermont
[LinkedIn](#)

Andrew Gregg

85 North Ave #403

Burlington, VT 05401

Aandrew.gregg@gmail.com

310-651-4798

'25 SEP 16 PM2:42

9/16/2025

Sonja Schuyler

Chair

Winooski Valley Park District Board of Trustees

Dear Sonja Schuyler,

I am writing to formally inform you of my resignation from my position as a board member of the Winooski Valley Park District Board of Trustees, effective September 30, 2025.

I have greatly valued my time serving as Burlington's trustee and am grateful for the opportunity to contribute to the organization's mission over the past three years. My decision to step down is due upcoming relocation to Santa Fe, New Mexico.

I wish the organization and the board continued success in achieving its goals. To ensure a smooth transition, I am happy to provide any necessary documentation or insights to my successor, and to assist with the handover process.

Thank you again for the opportunity to serve.

Sincerely,

Andrew Gregg

WVPD Board of Trustees

**BEFORE THE OFFICES OF
PRESIDENT OF THE UNITED STATES, UNITED STATES ATTORNEY GENERAL
AND
UNITED STATES ATTORNEY, DISTRICT OF VERMONT**

September 9, 2025

IN THE MATTER OF: NARCOTICS-MAFIA IN POLITICAL ORGANIZATION,
BURLINGTON CITY, STATE OF VERMONT

SERVED UPON: Burlington City Council
Burlington City Hall
149 Church Street
Burlington, VT 05401

'25 SEP 12 PM1:19

CITY OF BARRE
COUNTY OF WASHINGTON
STATE OF VERMONT, to wit:

**ORDER TO SHOW CAUSE HOW “SAFE SHOOT-UP SITE”
IS NOT FEDERAL DRUG-CRIME, SANCTUARY FROM LAW ENFORCEMENT
AND ASSISTANCE OF NARCOTICS-MAFIA IN POLITICAL ORGANIZATION**

WHEREAS the political agency of the City of Burlington has acted in unanimity to persist in and advance political scheme to establish “*safe shoot-up site*” in Burlington City, by voting to accept 2.2 million dollars intended to fund opioid abatement initiatives, with purpose to convert the money into unlawful financial assistance of a political scheme to enable and protect from arrest illegal opioid-abuse in Burlington City,

BY THESE PRESENTS be it made known and public that ORDER TO SHOW CAUSE how the “*safe shoot-up*” scheme of the political agency of the City of Burlington is not federal drug-crime in itself, and how the establishment of “*safe shoot-up site*” in Burlington City is not unlawful sanctuary from law enforcement, and not assistance of narcotics-mafia interests by the political agents of the City of Burlington and the State of Vermont, is served upon the agent-representative of the political

agency of the City of Burlington captioned above.



R. MARCUS WEST September 9, 2025
Post Office Box 1079
Barre, VT 05641

'25 SEP 12 PM 1:19



EVNT-25-3

Event Application

Status: Active

Submitted On: 9/23/2025

Primary Location

345 Pine Street
Burlington, VT 05401

Owner

HAVEY, DENNIS P
295 BROOK DRIVE
BRISTOL, VT 05443

Applicant

 Philip Edgerley
 802-673-9122
 pedgerley@burlingtonvt.gov
 132 North Avenue
Burlington, VT 05401

Primary Contact Information

Contact Name*

Philip Edgerley

Organization Name

City of Burlington Fire Department

Contact Street Address*

132 North Avenue

Contact City, State, ZIP*

Burlington, VT 05401

Phone Number*

802-864-5577

Email Address*

pedgerley@burlingtonvt.gov

Event Information

Type of Event

Other

Other Event Type*

Fire Prevention Day

Event Description

Fire Prevention event in conjunction with the Burlington Farmers Market

Desired Event Location*

Other

Description of Location*

Burlington Farmers Market

Date Requested*

10/04/2025

Access Time*

0800

Departure Time*

1500

Event Details

Anticipated Attendance*

999

Will there be sound amplification?*

No

Will a production company be working this event?*

No

Some events require City Emergency Services. Are you requesting city Police/Fire/EMT to be present, with a fee?*

No

Will you be hiring private security for this event?*

No

Do you plan to have any tents with this event?*

No

Do you plan to need to close any streets, sidewalks or bike paths for this event?*

No

If needed, are you prepared to rent portable restrooms for this event?*

No

How many organizers and volunteers will be present?*

10

Do you wish for alcohol to be sold and consumed at this event?*

No

Will this event have food for sale?*

No

Certification

I have agreed to submit this application by  electronic means. I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature. By checking this box and typing my name, I am electronically signing my application.*

 Philip Edgerley
Sep 23, 2025

Permit Review

 Event Permit Required?*

Yes

Attachments

Record Activity



Timeline

Label	Activated	Completed	Assignee	Due Date	Status
✓ Event Application Intake Review	9/23/2025, 8:47:10 AM	-	Lori Olberg	-	Active
✓ Burlington Electric Department Review	-	-	-	-	Inactive
✓ Church Street Marketplace Review	-	-	-	-	Inactive
✓ City Clerk Review	-	-	-	-	Inactive
✓ Parks, Recreation & Waterfront Review	-	-	-	-	Inactive
✓ Police Department Review	-	-	-	-	Inactive
✓ Public Works Department Review	-	-	-	-	Inactive
✓ City Council Review	-	-	-	-	Inactive
✓ Final Event Permit Approval	-	-	-	-	Inactive
📄 Event Permit	-	-	-	-	Inactive

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Rachel Jolly

Title/Subject: Acceptance of FY26 AGO Grant to the BCJC

	Approval:	Meeting Date:
☒	Board of Finance	9/8/2025
☒	City Council	9/29/2025
☐	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	8/18/2025	Kara Alnasrawi
Mayor's Office informed and approved memo	Yes	8/26/2025	Erin Jacobsen
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	8/21/2025	Emmett Wood
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/21/2025	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	8/29/2025	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?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	Yes	
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET · ROOM 31 · CITY HALL · BURLINGTON, VT 05401

(802) 865-7144 · (802) 865-7024 (FAX)

www.cedoburlington.org

MEMORANDUM

To: Board of Finance and City Council
From: Kara Alnasrawi, CEDO Director and Rachel Jolly, Assistant Director, CJC
CC: Mayor Emma Mulvaney-Stanak
Katherine Schad, Chief Administrative Officer

DATE: August 15, 2025
RE: Court Diversion Grant #02100-FY26/27-CN

This is a request from CEDO's Burlington Community Justice Center (BCJC) for Board of Finance and City Council approval to accept and execute a grant with the VT Attorney General's office for \$953,658 for delivery of court diversion and pretrial services between July 1, 2025 and June 30, 2026. The performance period of the grant is for two years—FY26 and FY27 (with two additional one-year extensions) and the current allocation is for the one year of FY26. The AGO is granting an increase of approximately \$284,636 from the FY25 allocation to allow for more staffing capacity to deliver Pre-Charge Diversion, a service formerly funded by the VT Dept. of Corrections.

This grant award enables our seventh year of delivering a variety of court diversion and pretrial services that the BCJC took on starting July 1, 2019: Court Diversion, Youth Substance Awareness and Safety Program (YSASP), the Civil Driving with License Suspended program (DLS), Pre-Trial Services and Tamarack, and newly, Pre-Charge Diversion (formerly called Pre-Charge or Criminal Direct, under the DOC grant). In FY24, we served 1074 youth and adults, offering them restorative alternatives to the court process, rapid referrals to mental health and substance use treatment, screenings and brief interventions for underage drinking and marijuana possession and assistance with regaining drivers' licenses. The grant covers a portion of seventeen CEDO staff members for a total of 9.4 FTE.

Please see the attached grant award for more information.

Board of Finance Motion: To approve and recommend that the City Council approve the acceptance of the State of Vermont Grant Award #02100-FY26/27-CN, in the amount of \$953,658, which will continue the offering of court diversion and pretrial services being provided by the BCJC to June 30, 2026, subject to final review and approval of the City Attorney, and to authorize the CEDO Director to sign the grant agreement, and to take such further actions or to execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby.

City Council Motion: to approve the acceptance of the State of Vermont Grant Award #02100-FY26/27-CN, in the amount of \$953,658, which will continue the offering of court diversion and pretrial services being provided by the BCJC to June 30, 2026, subject to final review and approval of the City Attorney, and to authorize the CEDO Director to sign the grant agreement, and to take such further actions or to execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby.

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 02100-FY26/27-CN		² Original ☒ Amendment # ☐	
³ Grant Title: Court Diversion & Pretrial Services			
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$953,658.00	
		⁶ Total Award Amount: \$953,658.00	
⁷ Award Start Date: 07/01/2025		⁸ Award End Date: 06/30/2027	
		⁹ Subrecipient Award: YES ☐ NO ☒	
¹⁰ Supplier #: 0000040096		¹¹ Grantee Name: Burlington City Treasurer, Community Justice Center	
¹² Grantee Address: 200 Church St Ste 101			
¹³ City: Burlington		¹⁴ State: VT	
		¹⁵ Zip Code: 05401	
¹⁶ State Granting Agency: Attorney General's Office		¹⁷ Business Unit: 02100	
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: 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: % (Approved rate or current Federal de minimis)		²³ FFATA: YES ☐ NO ☐	
²⁴ Grantee Fiscal Year End Month (MM format):				²⁵ R&D: YES ☐ NO ☐	
²⁶ UEI Registered Name (if different than VISION Supplier Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS					Required Federal Award Information		
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions			
General Fund		\$953,658.00	\$953,658.00				
Special Fund			\$0.00				
Global Commitment (non-subrecipient funds)			\$0.00				
Other State Funds			\$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 Fed Award Date	³⁸ Total Federal Award
				\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$953,658.00	\$953,658.00			

SECTION IV - CONTACT INFORMATION

⁴¹ STATE GRANTING AGENCY		⁴² GRANTEE	
NAME: Willa Farrell		NAME: Rachel Jolly	
TITLE: Court Diversion & Pretrial Services Director		TITLE: CEDO Assistant Director	
PHONE: (802) 371-8375		PHONE: (802) 865-7185	
EMAIL: willa.farrell@vermont.gov		EMAIL: rjolly@burlingtonvt.gov	

Part 2 – Grant Agreement # 02100-FY26/27-CN

1. Parties

This is a Grant Agreement between State of Vermont, Office of the Attorney General, Community Justice Unit, (hereinafter called “State”), and Burlington City Treasurer, Community Justice Center with a principal place of business in Burlington, VT 05401 (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 providing Court Diversion and Pretrial Services in Chittenden County.

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 Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.

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 11 pages including the following attachments that are incorporated herein:

- Grant Agreement-Part 1 – Grant Award Detail
- Attachment A – Scope of Work To Be Performed
- Attachment B – Payment Provisions
- Attachment C – Customary State Grant Provisions

7. Order of Precedence

Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:

- 1) Grant Agreement Part 1 and Part 2
- 2) Attachment C
- 3) Attachment A
- 4) Attachment B

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

By the State of Vermont:

Date: _____

Signature: _____

Name: Robert F. McDougall

Title: Deputy Attorney General

By the Grantee:

Date: _____

Signature: _____

Name: Kara Alnasrawi

Title: CEDO Director

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

The purpose of this grant is for Burlington City Treasurer, Community Justice Center to provide the State of Vermont, Office of the Attorney General with services, in Chittenden County, hereafter "County," in particular: Court Diversion in accordance with 3 V.S.A. §163 and §164; Tamarack Program in accordance with 3 V.S.A. §164; Youth Substance Awareness Safety Program (YSASP) in accordance with 7 V.S.A. §656 and 18 V.S.A. §4230f(e)(2); Civil DLS Diversion in accordance with Act 147 (2011, Adjourned Session); risk assessment, needs screening, and pretrial services in accordance with 13 V.S.A. §7554c.

GRANT REPRESENTATIVES

Primary representative for the State shall be Willa Farrell, Court Diversion & Pretrial Services Director.

Primary representative for the Grantee shall be Rachel Jolly, CEDO Assistant Director.

GRANT TERM

The period of Grantee's performance shall be from July 1, 2025, to June 30, 2027. At the option of the State, this Grant may be amended to add up to two additional one-year terms.

SERVICES PROVIDED

A. The Grantee shall provide Court Diversion and Pretrial Services in full compliance with relevant statutes and the Policies & Procedures manuals (the Manuals), variously dated, and any revisions to the Manuals issued by the AGO. Examples of required services shall include but are not limited to the following:

1. Resolve cases that are referred to the Grantee pursuant to 3 V.S.A. §163 and 3 V.S.A. §164 from the State's Attorney and law enforcement agencies and transferred from other programs, pursuant to the provisions of 3 V.S.A. §163 and §164;
2. Resolve violations that are referred pursuant to 7 V.S.A. §656 and 18 V.S.A. §4230f(e)(2) to the Grantee by law enforcement and transferred from other programs, pursuant to the provisions of 7 V.S.A. §656 and 18 V.S.A. §4230f(e)(2);
3. Resolve civil DLS diversion cases, following the procedures in the Manuals, in cooperation with the Department of Motor Vehicles and the Vermont Judicial Bureau;
4. Each business week of the grant term, offer risk assessments and needs screenings according to the provisions of 13 V.S.A. §7554c to incarcerated individuals;
5. Provide pretrial services as ordered by a court pursuant to 13 V.S.A. §7554c and to individuals referred by their defense attorney;
6. Use the screening and assessment tools selected by the State;
7. Record on a separate piece of paper the social security number collected from a Post-charge Diversion or Tamarack participant as part of a Restitution Unit repayment agreement and not retain a copy after sending the document to the Restitution Unit;
8. Enter all case information in the case management system provided by the State, including case information provided by other Chittenden County Community Justice Centers (CJsCs).
9. Abide by the Memorandum of Understanding, hereafter "MOU," between the Vermont Association of Court Diversion Programs (VACDP) and the Department for Children and Families' (DCF) Family Services Division effective October 2013, as may be amended;
10. Meet twice during the grant term with the DCF district office serving the County to review the MOU and practices around implementation of the MOU;

11. Provide the State the name, job title, and contact information of the program director, business manager(s), and all staff providing direct services under the terms of this grant, hereafter “staff,” and the name of each volunteer providing direct services under the terms of this grant within 10 business days of the start of this grant agreement or of the recruitment of the staff person or volunteer;
12. Inform the State immediately of any staff terminated and within five business days of any other change in staff or staff roles;
13. Provide a statement of non-disclosure, on a form provided by the State, signed by each staff person and volunteer providing direct services under the terms of this grant agreement within 10 business days of the recruitment of the staff person or volunteer;
14. Provide the State with the name, mailing address, email address, and telephone number of each member of the governing/community advisory board within 10 business days of the start of this grant agreement or the addition of the new member to the board;
15. Ensure that the program director or designee participates in a minimum of nine monthly meetings designated by the State as meetings of program directors;
16. Assign and hire staff to provide the services under the terms of this grant who possess a Bachelor’s Degree in a related field, or a minimum of three years of related experience;
17. Recruit all new staff and fill leadership positions following a competitive process and offer jobs only following reference checks satisfactory to the Grantee;
18. Provide regular training, support and supervision to all staff and conduct an annual performance evaluation, which includes feedback of colleagues, key stakeholders, and community partners, of all staff;
19. Provide regular training, support and supervision to all volunteers following guidance provided in the Manuals;
20. Report information in accordance with the State’s laws regarding reporting suspected abuse or neglect of children (33 V.S.A. § 4913) and vulnerable adults (33 V.S.A. § 6903) and provide training regarding these laws for all staff providing services under this grant. If agency staff do not fall under these laws as mandated reporters, staff shall obtain consent from prospective participants regarding potential reporting of information in accordance with these laws; otherwise, staff shall inform prospective participants regarding potential reporting of information in accordance with these laws.
21. Develop and maintain collaborative partnerships with key stakeholders in the County, to include, at a minimum, law enforcement, the State’s Attorney’s Office, Defense Bar, the Court, correctional facilities, and designated and preferred treatment providers;
22. Develop written agreements with designated and preferred treatment providers regarding referral of individuals and ongoing communication and follow-up processes;
23. Convene a minimum of one meeting per grant year to review and discuss the Youth Substance Awareness Safety Program to which the State’s Attorney and representatives of each law enforcement agency in the County are invited;
24. Collaborate with the State in identifying criteria for prioritizing the delivery of services or adjusting of operations to meet fiscal constraints.
25. Collaborate with the State and other Chittenden County CJs on the development and implementation of a centralized intake and data collection system in Chittenden County.
26. Collaborate with the State, the Essex CJC, the South Burlington CJC, and the Williston CJC on the transition to the provision of Pre-charge Diversion under the management of the Burlington CJC as of July 1, 2026.

B. The State shall

1. Provide access to Vermont criminal history information through Vermont Crime Information Center and the Judiciary’s Odyssey Public Portal;

2. Provide a case management system, training and support in the use of the system, and forms for Civil DLS Diversion reporting;
3. Provide a summary of the results of surveys completed by Court Diversion and Pretrial Services participants and victims of cases referred to Court Diversion;
4. Consult with the Grantee regarding changes to the Manuals; and
5. Consult with the Grantee regarding any legislative proposals affecting Court Diversion and Pretrial Services;
6. Provide support on the development and implementation of a centralized intake and data collection system in Chittenden County and the transition to the provision of Pre-charge Diversion under the management of the Burlington CJC as of July 1, 2026.

PERFORMANCE MANAGEMENT

The Grantee shall

1. Provide to the State, by August 1 of each year on a form provided by the State, a plan designed to improve the quality of services, for review and approval by the State;
2. Email the State within 15 days of the close of each quarter
 - a) confirmation that records in the case management system are current for all activities as of the final calendar day of the previous month, and
 - b) a report on a form provided by the State documenting Civil DLS Diversion cases;
3. Survey Court Diversion and Pretrial Services program participants and victims of cases referred to Diversion, Tamarack, YSASP, and Pretrial Services using surveys provided by the State;
4. Complete and return to the State by November 15 of each year the internal controls self-assessment provided by the State and if requested, provide documentation of the procedures referenced in the internal controls self-assessment by the deadline established at time of selection;
5. Record any fee revenue that is not expended during the fiscal year and unexpended fee revenue from past years as appropriate, specific to Diversion and Tamarack, in the grantee's accounting system;
6. Retain an itemized list detailing to whom any restitution cash balances belong;
7. Return to the State any deferred fee revenue upon termination or non-renewal of this grant;
8. Submit by December 15 and May 15 of each year narrative reports signed by the Grantee's primary contact person and their supervisor that summarize
 - a) Trends, successes and challenges relative to the grantee's quality improvement plan and services provided under the terms of this grant since the start of the grant;
 - b) Work completed on development of written agreements with treatment providers regarding referral of individuals and ongoing communication and follow-up processes;
 - c) Meeting(s) with the Court, State's Attorney's Office, DCF District Office, law enforcement, and other partners including names of participants, topics discussed, and any action items agreed to;
9. Submit to the State within one month of the start of the grantee's fiscal year the board or other governing body's meeting minutes documenting the adoption of the grantee's budget;
10. Submit to the State within six months of the end of the grantee's fiscal year any financial audit completed by an independent accountant; and
11. If a financial audit is not completed, submit to the State by October 1 of each year the following accounting reports as of June 30 of the prior year.
 - a) Balance sheet
 - b) Income/Expense Statement
 - c) Trial balance for the Court Diversion and Pretrial Services grant
 - i) Submit by November 30 of each year any revisions to the balance sheet, income/expense statement, and trial balance, and the grantee's Form 990.

ATTACHMENT B PAYMENT PROVISIONS

In consideration of the services to be performed by the Grantee, the State shall pay Grantee a sum not to exceed \$ 953,658.00 for the period July 1, 2025 – June 30, 2026. This maximum dollar amount payable under this Grant is not intended as any form of a guaranteed amount and is subject to the availability of funds.

1. Prior to commencement of work and release of any payments, Grantee shall submit to the State a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this grant agreement.
2. Within 15 days of the close of each quarter, Grantee shall complete and return the State's electronic financial and fee reports with a request for funding to:

Willa Farrell, Court Diversion & Pretrial Services Director, Office of the Attorney General
Willa.Farrell@vermont.gov

3. SERVICES – Grantee shall submit reports based on an approved budget as stated in Section 3a of this attachment.
 - a) Prior to beginning operations, the Grantee shall have a budget, approved by the State, for the period July 1, 2025 through June 30, 2026, for all services and performance management detailed in Attachment A.
 - b) The Grantee shall submit to the State, for review and approval, an annual budget that is subsequently revised and that increases the total budget by 10 percent or more, along with an explanation for the revision to include identification of the funding source(s) covering the increase.
 - i) Any budget increase will not affect the maximum payable amount of the grant.
 - c) The Grantee shall submit quarterly financial reports that document expenses and revenue relative to the budget.
 - d) The Grantee shall submit a final financial report by October 1 of each year. Any revisions from the 4th quarter report shall be captured here and a reasonable explanation for any budgeted line item overages of 10% or \$500 provided.
 - e) Quarterly payment may be withheld if a report is not received by the due date.



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

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights, or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity:

- A.** The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
- B.** After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- C.** The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- D.** Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection



costs or other costs of the Party or any third party.

8. Insurance: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.

10. False Claims Act: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;



- vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by



Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Confidentiality and Protection of State Information"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel, and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not use the State's logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.



29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to, and use of, State facilities, which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$1,000,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

Board of Finance and City Council Submission Checklist

Department: CEDO/CJC Submitter: Rachel Jolly

Title/Subject: DCF Grant Acceptance: BARJ FY26 Grant

	Approval:	Meeting Date:
☒	Board of Finance	9/8/2025
☒	City Council	9/29/2025
☐	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	8/18/2025	Kara Alnasrawi
Mayor's Office informed and approved memo	Yes	8/26/2025	Erin Jacobsen
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	8/21/2025	Emmett Wood
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/21/2025	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	8/29/2025	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?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

MEMORANDUM

To: Board of Finance/City Council

From: Rachel Jolly, CEDO Assistant Director, CJC

CC: Mayor Emma Mulvaney-Stanak
Katherine Schad, Chief Administrative Officer

DATE: August 15, 2025

RE: Balanced and Restorative Justice grant (# 03440-29000-26) approval

Executive Summary:

The Burlington Community Justice Center (CJC) seeks the approval of the acceptance of our Balanced and Restorative Justice (BARJ) grant in the amount of \$230,450.02 to be expended between July 1, 2025 and June 30, 2026. The purpose of this grant is to serve youth who are involved, or at risk of being involved, in the criminal-legal system. The funding supports 2.05 FTE, spread over seven CJC staff members.

Background

Since January 1, 2023, the Burlington CJC has held the VT Department for Children and Families' BARJ contract, serving Chittenden County youth who are involved, or at risk of being involved, with the criminal-legal system. Through risk screenings, case management, educational workshops, and restorative processes, we have served approximately 115 youth since 2023. We expect to be the primary holder of the BARJ contract for Chittenden County for the foreseeable future.

Board of Finance Motion: Move to approve and recommend that City Council approve and authorize the CEDO Director to accept the DCF State Grant #03440-29000-26 in the amount of \$230,450.02 for the period of July 1, 2025-June 30, 2026, upon final review and approval of the City Attorney's Office.

City Council Motion: Move to approve and authorize the CEDO Director to accept the DCF State Grant #03440-29000-26 in the amount of \$230,450.02 for the period of July 1, 2025-June 30, 2026, upon final review and approval of the City Attorney's Office.

PART 2 – GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between **State of Vermont, Department of Children and Families Division for Family Services**, (hereinafter called “State”) And **Burlington City Treasurer** with principal place of business in Burlington, Vermont, (hereinafter called “Subrecipient”).

It is the Subrecipient’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter:** The subject matter of this Grant Agreement is services generally on the subject of Balanced and Restorative Justice (BARJ) Services in the Burlington District. Detailed services to be provided by Subrecipient 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 to the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
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 39 pages including the following attachments that are incorporated herein:
 - Grant Agreement Part 1 – Grant Award Detail
 - Grant Agreement Part 2 – Grant Agreement
 - Attachment A – Scope of Work To Be Performed
 - Attachment B – Payment Provisions
 - Attachment C – Customary State Grant Provisions
 - Attachment D – Other Provisions
 - Attachment E – Business Associate Agreement
 - Attachment F – AHS Customary Contract/Grant Provisions
 - Appendix 1 – Program Progress report
 - Appendix 2 – Program Data Report
 - Appendix 3 – Request for Payment
 - Appendix 4 – Financial Report
7. **Order of Precedence:** Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 - 1) Grant Agreement Part 1 and Part 2

STATE OF VERMONT DEPARTMENT FOR CHILDREN AND FAMILIES

STANDARD GRANT AGREEMENT

Burlington City Treasurer

AGREEMENT #03440-29000-26

Page 3 of 39

- 2) Attachment C
- 3) Attachment D
- 4) Attachment A
- 5) Attachment B
- 6) Attachment E
- 7) Attachment F
- 8) Appendix 1 – Program Progress report
- 9) Appendix 2 – Program Data Report
- 10) Appendix 3 – Request for Payment
- 11) Appendix 4 – Financial Report

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

By the State of Vermont:

Date: _____

Signature: _____

Name: Aryka Radke (Commissioner, or Designee)

If this award contains Federal funds, the following statement must be read, the certification box checked, and initialed by the subrecipient:

I 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 subrecipients.

☐ _____
(Signature's Initials)

Subrecipient:

Date: _____

Signature: _____

Name: Kara Alnasrawi (or Designee)

Title: Director Business and Workforce Development

ATTACHMENT A
SCOPE OF WORK TO BE PERFORMED

A. PROGRAM BACKGROUND

The Vermont Department for Children and Families' (DCF) mission is to foster the healthy development, safety, well-being, and self-sufficiency of Vermonters. The Department is structured around six Divisions that deliver programs and services to Vermonters; one of those Divisions is the Family Services Division (FSD). FSD's vision is that Vermont's children and youth live free from abuse, neglect, and delinquency – in resilient families that are supported and valued by their communities. FSD's mission is to engage families, foster and kin caregivers, partner agencies, and the community to increase safety and law abidance for Vermont children and youth.

As part of its vision and mission work, FSD seeks to support youth who are at-risk of involvement with the justice system, have been adjudicated, and may or may not be on probation with DCF, Family Services by providing restorative interventions that reduce or eliminate further involvement with the juvenile justice system.

B. SERVICE DESCRIPTION

The BARJ program is an arm of the youth justice system that provides support to youth who are at risk for involvement in the justice system, have been adjudicated as delinquent, and may or may not be on probation with DCF – Family Services.

C. SERVICE GOALS & OUTCOMES

The BARJ program seeks to support youth involved with, or at risk of becoming involved with the justice system by providing restorative interventions that reduce or eliminate further involvement with the justice system.

D. SPECIFICATIONS

The Subrecipient shall:

1. Offer victims and community members an opportunity to interact with youth to discuss the harms caused and the actions needed to repair the damage caused by these acts. Examples include but are not limited to Restorative Panels, Circles, and Restorative Family Group Conferences.
2. Complete the Youth Assessment and Screening Instrument (YASI) pre-screening to determine risk and coordinate protocols for referring

youth to services based on risks and needs.

3. Provide individualized case management services to youth and families which may include but are not limited to the following:
 - a. Attendance at family and school team meetings
 - b. Therapeutic treatment meetings
 - c. One on one support to youth and families
 - d. Community based visits
 - e. Attendance at case plan reviews
 - f. Attendance at court hearings
 - g. Drug and alcohol test
 - h. Curfew checks
4. Provide Restorative Skills development that includes conflict resolution, social skills development, problem solving and decision making, community services, victim and community impact, and respectful communication.
5. Hire staff that meet the programs minimum educational requirements of a bachelor's degree or equivalent experience and complete a background check on all new hires that includes the DCF-FSD Child Protection Registry, Adult Protective Services Registry and the National Crime Information Center (NCIC). If there are any records from the Child Protection or Adult Protective Services registries the applicant will not be eligible for employment. The Subrecipient shall also ascertain reasons for termination from previous employers. If the information found does not disqualify the applicant from employment but is concerning around the applicant's appropriateness to work with youth, then the Subrecipient shall discuss the concerns with the Juvenile Justice Director to determine if an offer of employment is appropriate.
6. Ensure staff complete mandated reporter training, YASI training (provided by the state), and that staff are trained in restorative justice principles within six months of hire. Ensure staff are supported with other training opportunities.
7. Implement Motivational Interviewing as written in the DCF Family First Prevention Plan. Motivational Interviewing (MI) is a method of counseling clients designed to promote behavior change and improve physiological, psychological, and lifestyle outcomes. Youth served shall exhibit fewer maladaptive behaviors and exhibit an increase in

pro-social decisions.

8. Participate in quarterly meetings with the local DCF/FSD District Office to ensure the requirements of the contract are met and adherence to the roles and responsibilities for each agency.

E. PERFORMANCE MEASURES

The Subrecipient shall demonstrate progress for youth based on the following:

1. Number of youths with no new criminal charges while participating in the program
2. Number of youths that increase protective factors as measured by YASI
3. Number of truancy referral youths whose school attendance increased
4. Number of victims that participated in a restorative process

F. PROGRAM ADMINISTRATION AND EVALUATION

The State shall monitor and evaluate the Subrecipient's performance based on the following: program reports, timeliness and financial reports. Assistance is available to the Subrecipient from the DCF Grants and Contracts Manager and the Juvenile Justice Director.

Program Reports

Complete program reports shall be submitted to the Juvenile Justice Director and DCF Grants and Contracts Manager no later than twenty (20) calendar days following the end of each quarter.

The program reports consist of the following forms:

- Appendix 1: Program Progress Report
- Appendix 2: Program Data Report

Snapshots of the program reports, which may be revised as required by the State, are provided in Appendix 1 and 2. Electronic copies of all program reports with directions shall be provided to the Subrecipient upon execution of the Grant. Any questions related to the completion of the reports should be directed to the DCF Grants and Contracts Manager and the Juvenile Justice Director.

I. Financial Reports

Satisfactory financial reports must be received by the State within twenty (20) calendar days following the end of each Quarter to receive subsequent payments. The payment schedule for services performed is included in Attachment B.

The financial reports consist of the following:

- Appendix 3: Request for Payment
- Appendix 4: Financial Report

Snapshots of the financial reports, which may be revised as required by the State, are provided in Appendix 3 and 4. Electronic copies of all financial reports with directions shall be provided to the Subrecipient upon execution of the Grant. Request for Payment forms shall be submitted to the State electronically as a .PDF with an original signature or electronic signature.

DRAFT

**ATTACHMENT B
PAYMENT PROVISIONS**

Grant issuance is contingent upon funding availability. The maximum dollar amount payable under this contract is not intended to guarantee any amount of payment. The Subrecipient shall be paid for products or services actually delivered or performed, as specified in the attached *Grant Agreement Part 1-Grant Award Detail*.

1. Prior to commencement of work and release of any payments, Subrecipient shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract, and
 - b. a current IRS Form W-9 (signed within the last six months)
2. Subrecipient shall submit detailed Financial Reports and Requests for Payment on a quarterly basis itemizing all work performed during the previous quarter, including the dates of service, rates of pay, hours of work performed, deliverables provided, and any other information and/or documentation appropriate and sufficient to substantiate the amount requested for payment by the State. All Requests for Payment must include the Grant # for this agreement.
 - a. Subrecipient's detailed financial reports and invoices shall include an indirect rate of up to 15 % for the entirety of the grant period.
3. Payment terms are Net 30 calendar days from the date the State receives an error-free Request for Payment, Financial Report, and Program Report(s). Vermont State Fiscal Year Close Out starts the last week of May/first week of June and runs through early July. During this period of time, no financial reports or requests for payment are processed for payment in the State of Vermont Vision system.
4. Subrecipient shall be paid for services actually delivered or performed beginning on July 01, 2025.
5. Requests for Payment submitted more than 60 calendar days after the period of service may not be honored.
6. As Grant award amounts are based on state and federal fiscal year budgets, no payments will be issued 90 calendar days after the end date of this agreement as budgets close out and funds are no longer available.
7. With the exception of line items relating to personnel costs, the Subrecipient may transfer up to 10% of any line item of the budget between line items without prior approval and

STATE OF VERMONT DEPARTMENT FOR CHILDREN AND FAMILIES**STANDARD GRANT AGREEMENT**

Burlington City Treasurer

AGREEMENT #03440-29000-26

Page 9 of 39

without increasing a line item by more than 10%. However, notification of a line item transfers up to 10% must be sent to the FSD Program Manager and DCF Grants and Contracts Manager within twenty (20) calendar days of the transfer. A request for any amount relating to personnel costs and any amount above 10% of non-personnel line items must be submitted in writing to the FSD Program Manager and DCF Grants and Contracts Manager for approval.

8. Requests for payment shall be submitted electronically as a .PDF document with either an original or electronic signature.
9. Subrecipient agrees to produce, on request, the source documents upon which all requests for payment are based.
10. Subrecipient shall submit Program Reports and Requests for Payment to the State in accordance with the schedule set forth in this Attachment B, which shall not be more frequently than quarterly.
11. The payment schedule for delivered products, or rates for services performed, are as follows:
 - a. Reporting Schedule:

Reporting Period	Report Due Date	Reports Due
07/01/2025 - 09/30/2025	10/20/2025	Financial Report, Request for Payment, & Q1 Program Reports
10/01/2025 - 12/31/2025	01/20/2026	Financial Report, Request for Payment, & Q2 Program Reports
01/01/2026 - 03/31/2026	04/20/2026	Financial Report, Request for Payment, & Q3 Program Reports
04/01/2026 - 06/30/2026	07/20/2026	Financial Report, Request for Payment, & Q4 Program Reports

- b. The annual budget for this Grant is as follows:

STATE OF VERMONT DEPARTMENT FOR CHILDREN AND FAMILIES

STANDARD GRANT AGREEMENT

Burlington City Treasurer

AGREEMENT #03440-29000-26

Page 10 of 39

BARJ BUDGET 7/1/2025-6/30/2026

Positions funded in part or whole by this agreement:	Total Budget
Youth Restoraive Program Manager (KA)	\$20,248.80
Youth Restorative Services Coordinator (BS)	\$27,780.48
Youth Restorative Services Coordinator (VL)	\$21,197.28
Youth Restorative Services Coordinator (LP)	\$27,297.92
Victim Services Specialist (LME)	\$25,591.80
Youth Restorative Services Coordinator (FR)	\$19,749.60
CEDO Assistant Director, CJC (RJ)	\$2,647.32
TOTAL Salaries	\$144,513.20
Fringe	\$73,701.73
A. Total Personnel Expenses	\$218,214.93

Operating expenses directly related to contract activities: <i>examples listed below... please update as needed, note that "Other" is not allowed.</i>	
Travel and Training	\$8,500.00
Consultants	\$2,685.09
Utilities (<i>inc. Telephone, Fax, Internet</i>)	\$1,050.00
B. TOTAL Operating	\$12,235.09

TOTAL Direct expenses (A+B)	\$230,450.02
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C. Indirect Costs (10% of total modified direct expenses or ____% negotiated indirect rate***)	
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TOTAL BARJ Expenses (A+B+C)	\$230,450.02
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CONTACT AND PAYMENT REQUEST INFORMATION

Program Reports, Financial Reports, and correspondence shall be sent to:

DCF Grants & Contracts Manager
 Department for Children & Families
ahs.dcfbgrantscontracts@vermont.gov

and

Amelia Harriman, or Designee
Juvenile Justice Director
Department for Children & Families
Family Services Division
Amelia.Harriman@vermont.gov

DRAFT

**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 Contractor and 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>.

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ATTACHMENT D
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES
TERMS AND CONDITIONS (rev. 01/12/2024)

1. OWNERSHIP AND LICENSE IN DELIVERABLES

1.1 Contractor Intellectual Property. Contractor shall retain all right, title and interest in and to any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been created by Contractor prior to entering into this Contract (“Contractor Intellectual Property”). Should the State require a license for the use of Contractor Intellectual Property in connection with the development or use of the items that Contractor is required to deliver to the State under this Contract, including Work Product (“Deliverables”), the Contractor shall grant the State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to use any such Contractor Intellectual Property that is incorporated into Work Product.

1.2 State Intellectual Property. The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, “State Intellectual Property”).

Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

1.3 Work Product. All Work Product shall belong exclusively to the State, with the State having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in the State by operation of law or otherwise as contemplated hereunder, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the State all right, title and interest therein.

“Work Product” means any tangible or intangible ideas, inventions, improvements, modifications, discoveries, development, customization, configuration, methodologies or processes, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, work of authorship, specifications, operating instructions, procedures manuals or other documentation, technique, know-how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection), that is specifically made, conceived, discovered or reduced to practice by Contractor, either solely or jointly with others, pursuant to this Contract. Work Product does not include Contractor Intellectual Property or third party intellectual property.

To the extent delivered under this Contract, upon full payment to Contractor in accordance with Attachment B, and subject to the terms and conditions contained herein, Contractor hereby (i) assigns to State all rights in and to all Deliverables, except to the extent they include any Contractor Intellectual Property; and (ii) grants to State a perpetual, non-exclusive, irrevocable, royalty-free license to use for State’s internal business purposes, any Contractor Intellectual Property included in the Deliverables in connection with its use of the Deliverables and, subject to the State’s obligations with respect to Confidential Information, authorize others to do the same on the State’s behalf. Except for the foregoing license grant, Contractor or its licensors retain all rights in and to all Contractor Intellectual Property.

The Contractor shall not sell or copyright a Deliverable without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor 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 Contractor Intellectual Property or Contractor Intellectual Property developed outside of this Contract with no assistance from State.

2. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

2.1 For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party’s possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

2.2 Confidentiality of Contractor Information. The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with the performance of this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any

formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

3. SECURITY OF STATE INFORMATION.

3.1 Security Standards. To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State

Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

3.2 Security Breach Notice and Reporting. The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (a “Security Breach”), the Contractor shall notify the State within 24 hours of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation (“DFR”), within fourteen (14) business days of the Contractor’s discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor’s subcontractors, affiliates or agents which may be “data collectors” hereunder.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any

particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

4. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

4.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the services as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the services or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

4.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards

applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.

- (ii) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.
- (iii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

5. REMEDIES FOR DEFAULT. In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

6. TERMINATION

6.1. Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Data, State Intellectual Property or other State information and materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting any and all State data, in a format usable without the use of the Services and as agreed to by State, at no additional cost. Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

6.2. Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to State all State Intellectual Property and State Data (including without limitation any Deliverables for which State has made payment in whole or in part), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

7. **DESTRUCTION OF STATE DATA.** At any time during the term of this Contract within thirty days of (i) the State's written request or (ii) termination or expiration of this Contract for any reason, Contractor shall securely dispose of all copies, whether in written, electronic or other form or media, of State Data according to National Institute of Standards and Technology (NIST) approved methods, and certify in writing to the State that such State Data has been disposed of securely. Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location according to National Institute of Standards and Technology (NIST) approved methods and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.
8. **SOV Cybersecurity Standard Update 2023-01:** Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard 2023-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

SOV SUBRECIPIENT: BURLINGTON CITY TREASURER

SOV AGREEMENT NO. 29000-26

AGREEMENT 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 **Department for Children and Families, Family Services Division** (“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 PHI*” 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*” (“*PHI*”) 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.

Rev. 05/22/2020

DRAFT

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 of 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)

STATE OF VERMONT DEPARTMENT FOR CHILDREN AND FAMILIES

STANDARD GRANT AGREEMENT

Burlington City Treasurer

AGREEMENT #03440-29000-26

Page 35 of 39

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

APPENDIX 1
PROGRAM PROGRESS REPORT
 Example, please use the one provided by the State

FORM A: PROGRAM PROGRESS REPORT

Contractor:		Contract Number:	
Report Period			
Report Prepared By:		E-Mail:	Date:

COMPLETE THIS FORM FOR THE CURRENT REPORTING PERIOD, BY PROVIDING A SHORT, DETAILED NARRATIVE. PLEASE USE THE HEADERS AND NUMBERS AS YOUR OUTLINE. YOU MAY ATTACH ADDITIONAL SHEETS.

1. Give an update on your program:
 - (a) Challenges/Barriers:
 - (b) Successes:
 - (c) Trends:
 - (d) Concerns about finances?
2. Give an update of your relationship with the local DCF office:
 - (a) Success:
 - (b) Challenges/Barriers:
 - (c) Adherence to Roles and Responsibilities:
 - (d) Date of quarterly meeting: _____
3. Give an update on any community outreach/prevention efforts:
 - (a) What was the event/activity?
 - (b) What was the goal of the event/activity?
 - (c) Number of participants?
 - (d) Describe thoughts about future events of this nature, would you do it again? If not, why
4. Give an update on training or educational opportunities provided to staff.
5. Please share a success story.
6. Other: If you would like to address anything that is not included on this report form, please do so.

This form to be submitted electronically quarterly to the following:

- Amelia Harriman, Juvenile Justice Director Amelia.Harriman@vermont.gov
- Grants and Contracts Manager, ahs.dcfbograntscontracts@vermont.gov
- Your local DCF District Director

STATE OF VERMONT DEPARTMENT FOR CHILDREN AND FAMILIES

STANDARD GRANT AGREEMENT

Burlington City Treasurer

AGREEMENT #03440-29000-26

Page 37 of 39

**APPENDIX 2
PROGRAM DATA REPORT**

Example, please use the one provided by the State

Form B: BARJ Data Reporting Form

Provider:

District:

	Quarterly				
	07/01/2025 - 9/30/2025	10/1/2025 - 12/31/2025	1/1/2026 - 3/31/2026	4/1/2026 - 6/30/2026	Total
Open Cases at Start of Quarter		#VALUE!	#VALUE!	#VALUE!	#VALUE!
New At Risk Youth Referrals During Qtr	0	0	0	0	0
New Adjudicated Youth Referrals During Qtr	0	0	0	0	0
New Truancy Referrals During Qtr	0	0	0	0	0
New Youthful Offender Referrals During Quarter	0	0	0	0	0
New Pre-Charge Youth Referrals During Quarter	0	0	0	0	0
Court Referred Youth Referrals During Quarter	0	0	0	0	0
Cases Transferred During Qtr	0	0	0	0	0
Cases Closed Successfully During Qtr	0	0	0	0	0
Cases Closed Unsuccessfully During Qtr	0	0	0	0	0
Caseload Total	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!
# of Restorative Processes Convened	#N/A	#N/A	#N/A	#N/A	#N/A
# of Youth Who Successfully Completed Restorative Process	0	0	0	0	0
Community Service/Service Learning Hours Completed	#N/A	#N/A	#N/A	#N/A	#N/A
# of Victims Involved Impacted by the Offense	0	0	0	0	0
# of Victims Participated in Restorative Process	0	0	0	0	0
Hours of Case Management	#N/A	#N/A	#N/A	#N/A	#N/A
Hours of Restorative Classes/Skill Development	#N/A	#N/A	#N/A	#N/A	#N/A
# of YASI Pre-Screens	0	0	0	0	0
Hours of Staff Training	0	0	0	0	0
Hours of Community Outreach/Prevention Activities	0	0	0	0	0
# of Mental Health or Substance Use Referrals by BARJ Case Manager	0	0	0	0	0
# of Truancy Referrals with Improved School Attendance	0	0	0	0	0
# of Youth With No New Criminal Charge While Participating in Program	0	0	0	0	0
# of Youth With Increase In Protective Factors As Outlined By YASI	0	0	0	0	0
# of Youth Served Who Were Female	0	0	0	0	0
# of Youth Served Who Were Male	0	0	0	0	0
# of Youth Served Who Were Non-Binary	0	0	0	0	0
# of Youth Served Who Choose Not to Answer Gender	0	0	0	0	0
# of Youth Served Who Were Hispanic or Latino	0	0	0	0	0
# of Youth Served Who Were Not Hispanic or Latino	0	0	0	0	0
# of Youth Served Whose Ethnicity is Unknown	0	0	0	0	0
# of Youth Served Who Were Asian	0	0	0	0	0
# of Youth Served Who Were Black or African-American	0	0	0	0	0
# of Youth Served Who Were American Indian or Alaskan Native	0	0	0	0	0
# of Youth Served Who Were Native Hawaiian or Other Pacific Islander	0	0	0	0	0
# of Youth Served Who Were White	0	0	0	0	0
# of Youth Served Who Reported More Than One Race	0	0	0	0	0
# of Youth Served Who Choose Not to Answer Race	0	0	0	0	0

APPENDIX 3

REQUEST FOR PAYMENT

Example, please use the one provided by the State

STATE OF VERMONT – DEPT. FOR CHILDREN AND FAMILIES

PAYMENT REQUEST FORM

Supplier Name:

Supplier Address:

Grant Number:

Reporting Period: Request #: Final Invoice? ☐ YES ☐ NO

1. Grant Award Total / Maximum Payable:	
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2a. Payments received prior to current reporting period:	
2b. Payments received during this reporting period:	
2c. Payments in transit (requested but not yet received):	
2d. TOTAL PAYMENTS TO DATE (2a + 2b + 2c):	\$ 0.00

3a. Expenditures reported prior to current reporting period:	
3b. Expenditures during current reporting period:	
3c. TOTAL EXPENDITURES TO DATE (3a + 3b):	\$ 0.00

4. TOTAL ON HAND (2d – 3c):	\$ 0.00
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5. REQUEST AMOUNT:	
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GRANT BALANCE:	\$ 0.00
----------------	---------

Supplier Approval:

Title:

My signature certifies:

- I am authorized to approve this Payment Request form on behalf of the Supplier listed above.
- The reported expenditures have been spent on allowable activities and purposes in accordance with the executed grant agreement.
- Any source document(s) requested by the State of Vermont on which this invoice is based will be produced.

Program Manager Approval:

My signature certifies:

- I am authorized to approve this Payment Request form on behalf of the DCF division of which this grant initiated from.
- Required services have been rendered and programmatic requirements have been met for this reporting period.
- Required program reports and/or data reports as outlined in the executed grant agreement have been received.

STATE OF VERMONT DEPARTMENT FOR CHILDREN AND FAMILIES

STANDARD GRANT AGREEMENT

Burlington City Treasurer

AGREEMENT #03440-29000-26

Page 39 of 39

APPENDIX 4
FINANCIAL REPORTState of Vermont, Department for Children and Families
Financial Expenditure Report for Grant Activities

Grant #:

Positions funded in part or whole by this agreement:	SPY26 Budgeted	SPY26 Balance	SPY26 Expended	JUL-25	AUG-25	SEP-25	OCT-25	NOV-25	DEC-25	JAN-26	FEB-26	MAR-26	APR-26	MAY-26	JUN-26
		\$0.00	\$0.00												
		\$0.00	\$0.00												
		\$0.00	\$0.00												
		\$0.00	\$0.00												
		\$0.00	\$0.00												
		\$0.00	\$0.00												
Total Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
fringe		\$0.00	\$0.00												
A. TOTAL PERSONNEL EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operating expenses directly related to contract activities:	SPY26 Budgeted	SPY26 Balance	SPY26 Expended	JUL-25	AUG-25	SEP-25	OCT-25	NOV-25	DEC-25	JAN-26	FEB-26	MAR-26	APR-26	MAY-26	JUN-26
		\$0.00	\$0.00												
		\$0.00	\$0.00												
		\$0.00	\$0.00												
		\$0.00	\$0.00												
		\$0.00	\$0.00												
		\$0.00	\$0.00												
		\$0.00	\$0.00												
B. TOTAL OPERATING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL DIRECT EXPENSES (A+B)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C. INDIRECT COSTS		\$0.00	\$0.00												
TOTAL EXPENSES (A+B+C)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Example, please use the one provided by the State

Board of Finance and City Council Submission ChecklistDepartment: CEDO/CJC Submitter: Rachel JollyTitle/Subject: DOC "Safer Communities" FY26 Grant Amendment Approval

	Approval:	Meeting Date:
☒	Board of Finance	9/8/2025
☒	City Council	9/29/2025
☐	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	8/18/2025	Kara Alnasrawi
Mayor's Office informed and approved memo	Yes	8/26/2025	Erin Jacobsen
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	8/20/2025	Emmett Wood
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/20/2025	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	8/29/2025	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?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401

(802) 865-7144 • (802) 865-7024 (FAX)

www.burlingtonvt.gov/cedo

MEMORANDUM

To: Board of Finance/City Council
From: Kara Alnasrawi, CEDO Director
Rachel Jolly, Assistant Director, Community Justice Center
CC: Mayor Emma Mulvaney-Stanak
Katherine Schad, Chief Administrative Officer
DATE: August 15, 2025
RE: Department of Corrections Grant: “Safer Communities” (Grant # 03520-1609)

This is a request from CEDO’s Community Justice Center (CJC) for Board of Finance and City Council approval of a Safer Communities Grant in the amount of \$864,063.34 to be expended between July 1, 2025 and June 30, 2027. The purpose of this grant is to develop and provide local restorative and reentry services as well as bring restorative justice work into the women’s prison. This funding supports 3.53 FTEs, spread over 13 staff members, to deliver restorative justice reparative panels, the Circles of Support and Accountability program, and various reentry services, as well as building a new restorative justice program in the women’s facility, CRCF. This is a continuation of our oldest contract, dating back to 1999, and now brings a regionalized approach for the county, per a new RFP from the VT Department of Corrections.

The projected operating budget is \$432,031.67 for the fiscal year, which allows for the creation of one new Reentry Coordinator position, funded 100% by this contract, and approved by City Council on March 10, 2025.

Please see the attached grant for more information. Please do not hesitate to contact me with any questions.

Board of Finance Motion: Move to approve and recommend that the City Council approve and: 1) authorize the CEDO Director to accept and execute a second amendment to State Grant #03520-1609 in the amount of \$864,063.34 for FY26 and FY27, subject to review and approval of the City Attorney and to take such further actions and execute such further instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the transactions contemplated hereby, and 2) authorize the CAO or their designee to effectuate any budget amendments necessary to reflect the necessary changes to the FY26 budget lines associated with the grant.

City Council Motion: Move to approve and 1) authorize the CEDO Director to accept and execute a second amendment to State Grant #03520-1609 in the amount of \$864,063.34 for FY26 and FY27 subject to review and approval of the City Attorney and to take such further actions and execute such further instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the transactions contemplated hereby, and 2) authorize the CAO or their designee to effectuate any budget amendments necessary to reflect the necessary changes to the FY26 budget lines associated with the grant.

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 03520-1609		² Original ☒ Amendment # ☐	
³ Grant Title: Community and Restorative Justice Services			
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$864,063.34	
		⁶ Total Award Amount: \$864,063.34	
⁷ Award Start Date: 07/01/2025		⁸ Award End Date: 06/30/2027	
		⁹ Subrecipient Award: YES ☐ NO ☒	
¹⁰ Supplier #: 0000040096		¹¹ Grantee Name: City of Burlington	
¹² Grantee Address: 149 Church Street			
¹³ City: Burlington		¹⁴ State: VT	
		¹⁵ Zip Code: 05401	
¹⁶ State Granting Agency: AHS/ Department of Corrections		¹⁷ Business Unit: 03520	
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: 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: % (Approved rate or current Federal de minimis)		²³ FFATA: YES ☐ NO ☐	
²⁴ Grantee Fiscal Year End Month (MM format):				²⁵ R&D: YES ☐ NO ☐	
²⁶ UEI Registered Name (if different than VISION Supplier Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS					Required Federal Award Information		
Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions			
General Fund		\$864,063.34	\$864,063.34				
Special Fund			\$0.00				
Global Commitment (non-subrecipient funds)			\$0.00				
Other State Funds			\$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 Fed Award Date	³⁸ Total Federal Award
				\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$864,063.34	\$864,063.34			

SECTION IV - CONTACT INFORMATION

^{nm} STATE GRANTING AGENCY	^{nm} GRANTEE
NAME: Chris Barton, VT Department of Corrections	NAME: Brian Pine
TITLE: Restorative System Administrator	TITLE: CEDO Director
PHONE: (802) 505-0993	PHONE:
EMAIL: chris.barton@vermont.gov	EMAIL: bpine@burlingtonvt.gov

PART 2 – GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between the State of Vermont, Agency of Human Services, Vermont Department of Corrections Office (hereinafter called “State”), and the City of Burlington (hereinafter called “Grantee”), with principal place of business at Burlington, VT. 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 purpose of this grant is to Community and Restorative Justice Services Detailed services to be provided 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 Agreement 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 thirty (30) days in advance.
6. **Attachments:** This Grant consists of 22 pages.

Attachments that are Incorporated Herein

Grant Agreement – Part 1 – Grant Award Detail
Grant Agreement – Part 2 – Grant Agreement
Attachment A – Scope of Work to be Performed
Attachment B – Payment Provisions
Attachment C – Standard State Provisions for Contracts and Grants
Attachment D – Modification of Insurance (n/a)
Attachment E – Business Associate Agreement (n/a)
Attachment F – AHS Customary Contract/Grant Provisions
Click here to enter text.

Order of Precedence for Grant Documents

Grant Agreement – Part 1 and Part 2
Attachment D – Modification of Insurance (n/a)
Attachment C – Standard State Provisions for Contracts and Grants
Attachment A – Scope of Work to be Performed
Attachment E – Business Associate Agreement (n/a)
Attachment F – AHS Customary Contract/Grant Provisions
Attachment B – Payment Provisions
Click here to enter text.

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

STATE OF VERMONT

GRANTEE

By: _____
Kristin Calver, Deputy Commissioner
Vermont Department of Corrections

By: _____
Brian Pine, CEDO Director
City of Burlington

APPROVED AS TO FORM:

By: _____
Lauri Fisher, Attorney General’s Office

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

In conjunction with the State, the Grantee will utilize restorative justice practices that strive to enhance community safety, repair harm to victims and communities, and increase volunteer participation in the justice process. All volunteers and grantee staff providing direct services within this scope of work must be approved, as necessary, in accordance with VTDOC clearance policies and directives. Service delivery should reflect commitments to Diversity, Equity Inclusion, trauma-informed and gender-responsive practices. The Grantee is expected to provide the following restorative services and capacities:

- **Post-adjudication Reparative Panels**
- **Circles of Support and Accountability (COSA)**
- **Reentry Navigation**
- **Correctional Facility based Restorative Practices**

Post-adjudication Reparative Panels

The grantee will provide reparative panels for cases referred by the Court as a sentencing condition with or without Probation, and/or referred by the local Probation & Parole Office as a condition of Corrections supervision.

Process Steps of a Reparative Panel Meeting:

- Establish Common Ground
- All Understand the Impact of the Harm
- Responsible Party Accepts Responsibility
- All Develop a Collective Plan to Address the Harm

Reparative activities shall address each of the following goal areas:

- To learn about the impact of crime on victims and the community.
- To repair the harm to the victim(s) when possible.
- To repair the harm to the community.
- To learn ways to avoid re-offense and understand community responsibility and obligations.

The goal is for the responsible party to complete the activities within a 90-day period after the initial panel meeting. If necessary, a 120-day period for completion is acceptable.

Circles of Support and Accountability (COSA)

Incarcerated individuals who are pending release to DOC community supervision during the grant period and assessed as moderate to high risk to reoffend will constitute the broad pool from which COSA referrals are chosen by DOC. COSAs should be reserved for core members presenting the highest levels of risk/need, including individuals convicted for sexual and/or violent offenses.

When a case is referred, grantee staff meet with prospective candidates and with DOC to identify supervision requirements, victim's needs, community issues and other concerns that need to be considered. Participation by the potential core members is voluntary.

If the case is accepted, grantee staff recruit volunteers to serve as the core member's COSA. The COSA includes at least three volunteers who commit to meeting regularly with the core member for at least one year. Volunteers are required to attend State approved COSA volunteer training prior to meeting with the core member.

Once established, the COSA volunteers may receive targeted training that reflects the specific needs and strengths of the core member, and if possible, meet with the potential core member at the correctional facility or video

conference prior to their release.

The basic COSA operating structure is comprised of weekly team meetings with the core members and periodic larger group meetings to ensure the core members' progress with reintegration, compliance with reentry conditions and other expectations, to deal with changing conditions and new opportunities, and to keep community partners adequately informed. It is expected that the grantee COSA Coordinator communicate with the local P&P office at a minimum of once per week to provide and receive relevant case information. Any violations of release conditions, and any concerns regarding the behavior and/or attitudes of the core member are to be brought to the immediate attention of Probation and Parole.

Reentry Navigation

This may include referrals to relevant service agencies and identifying resources that promote community reintegration. It is intended to serve individuals for a short-term period with the greatest intensity during the first three months following the release from incarceration. Reentry navigation should not duplicate or supplant the case management services of the State. Grantee staff should apply effective relational approaches, integrate citizen volunteers, as appropriate, to assist with issues such as transportation and a variety of life skills. Navigation services provided to formerly incarcerated individuals may last up to six months.

Facility Based Restorative Practices

The grantee will develop restorative practices inside the correctional facility located within its service region. Restorative practices will be developed and delivered collaboratively between the grantee, facility personnel, and incarcerated individuals. Activities may include but are not limited to:

- Training in restorative practices with incarcerated individuals and facility staff
- Establishing restorative circles/counsels within living units
- Educating incarcerated individuals on services available in the community to support reentry
- Facilitation of restorative processes to:
 - build relationships
 - address conflicts and/or grievances
 - deepen empathy for harmed/affected parties

Grantee Services Provided:

- The Grantee will provide Restorative Panels for cases referred under Reparative Probation, Reparative Without Probation (Reparative Direct), and by Probation and Parole. Grantee will offer Panels for a minimum of 150 cases annually.
- The Grantee will provide formerly incarcerated individual reentry resource navigation services as referred by the Probation and Parole Office for formerly incarcerated individuals reentering the community.
- The Grantee will provide new COSAs referred by the Probation and Parole Office for a minimum of 12 formerly incarcerated individuals annually, reentering the community.
- The Grantee will develop Restorative Practices within the local correctional facility in collaboration with the local Facility administration and incarcerated individuals.

Quality Assurance Reporting Requirements Schedule:

For all Reparative Panels, the Grantee will report the following measure monthly by the 15th of each month for the preceding month:

- Number of open cases on the 1st of the month
- Number of new referrals during the month
- Number of total cases (sum of open and new cases)
- Number of referrals rejected due to case conditions
- Number of other negative closures (fail to appear or complete)
- Number positive closures
- Number of other closures (transfer, deceased)
- Number of cases open at the end of the month

For all individuals under State custody and supervision who receive services from the Grantee, the Grantee will obtain a Personal Identification Number (PID) from the State. The Grantee will report the following monthly information by the 15th of each month for the preceding month:

- PID Number
- Date services started by Grantee
- Type of service received (e.g., Reparative Panel, COSA, Reentry Navigation, Facility RJ)
- Date of case closure when applicable
- Reason for case closure

The grantee will additionally provide written program updates detailing the development and/or delivery of restorative practices with the corresponding correctional facility as part of monthly reporting.

Grantee may be required to use the State's Offender Management System (OMS) as a tool to manage referrals, collect data related to the performance measures, and monthly reporting requirements, as well as additional electronic reports as requested by the State.

Within 30 days of the grant award or a new fiscal year, the Grantee is required to prepare an annual operating plan and budget that serves to achieve the intended results specified in this Attachment. The operating plan is expected to generally address the categories of service and the specific services identified in this section of this Attachment. The operating plan and budget must be approved by the State Grant Administrator.

Within 30 days of the grant award the Grantee is required to submit a Staff Hiring and Volunteer Approval Policy. This policy must be approved by the State Grant Administrator.

All Grantees will provide a copy of the following documents within 45 days of the start of the fiscal year, and will provide updates when changed:

- The written agreement (protocol, procedure, etc.) between the Grantee and the Court, and other community partners as appropriate, for handling Reparative Without Probation cases.
- The current mission or purpose statement.
- The current strategic plan for prioritizing the Grantee's work, promoting its growth and advancing restorative principles.
- A list and brief description of its collaborative relationships with pertinent community partners such as the community, referring agencies, etc.
- By-Laws or governance rules.

Program-Specific Monitoring and Reporting

The following table identifies how performance measures and other data will be reported, monitored, and improved. This section meets State of Vermont Bulletin 5.0 requirements for grant monitoring.

Monitoring Activities	Format	Frequency/ Due Date	Recipient/ Attendees	Purpose / Information Required
<i>Performance measure reporting</i>	<i>Electronic Report</i>	<i>Monthly</i>	<i>DOC Restorative Systems Administrator</i>	<i>Performance monitoring</i>
<i>Site Visit</i>	<i>In person or virtual meeting</i>	<i>Bi-Annually</i>	<i>DOC Community & Restorative Justice Executive or DOC Restorative Systems Administrator, P&P and Program Staff</i>	<i>Review of general program operations</i>
<i>Financial Reports</i>	<i>Electronic</i>	<i>Quarterly*</i>	<i>DOC Restorative Systems Administrator</i>	<i>Performance monitoring</i>
<i>Annual Report</i>	<i>Electronic Report</i>	<i>Annually</i>	<i>DOC Restorative Systems Administrator</i>	<i>Performance monitoring</i>

***Reporting Period**

July 1 - September 30
October 1 - December 31
January 1 – March 31
April 1 – June 30

***Report Due Date**

October 15
January 15
April 15
July 15

Payment Provisions:

Payment Provisions are specified in Attachment B.

Other Requirements and Provisions:

The Grantee's operating plan, budget, other quality assurance reporting requirements as specified above, and any additional pertinent information will serve as a basis for reviewing the Grantee's operating status, performance, and progress.

Grantee is required to attend all meetings convened by the State.

The State will assume responsibility for scheduling the bi-annual quality assurance progress review meetings.

Upon assessing performance and progress at the bi-annual quality assurance review meetings, failure by the grantee to achieve the stipulated level of performance as specified in the Requirements and Services Provided and in the Quality Assurance Reporting Requirements sections of this Attachment may result in a penalty being imposed (loss of funding). The penalty for each infraction of inadequate performance or non-compliance will be a \$100.00 reduction in the total grant amount or participate in a restorative process. The State will provide written notice of the penalty assessment. Penalties are due to the State as specified in Attachment B of this grant.

Changes in the work to be completed by the Grantee require State Grant Administrator approval and will require the grant to be amended.

It is understood that the proposed budget may change during the grant period. Changes totaling more than five (5) % of the total grant budget require State Grant Administrator approval.

The Grantee will cooperate with the State to establish and follow procedures and protocols to evaluate the effectiveness of its restorative initiatives, to include keeping files, data collection and sharing of such data. All files, reports, work products, and documents associated with this grant must be retained for a minimum of 3 years after the closure of the grant.

Grantees must submit an accounting for the use of grant funds within 30 days of the end of the fiscal year or end of the grant.

All work products, reports, and invoices should be sent to Grant Administrator:

Chris Barton
Vermont Department of Corrections
NOB2 South
280 State Drive
Waterbury, VT 05671-2000

Or as e-mail attachments to:

chris.barton@vermont.gov

Reporting Misconduct

Grantee will require all staff, contractors and volunteers to report immediately any knowledge, suspicion or information of any grantee staff, contractor or volunteer misconduct. Grantee shall give notice of the requirement to report misconduct to all staff, contractors and volunteers in a form and manner approved by DOC. The Grantee shall document all reports of misconduct and shall immediately notify the DOC Central Office of any reported misconduct. Grantee shall not retaliate against residents, staff, contractors or volunteers who report such misconduct or any neglect or violation of responsibilities that may have contributed to an incident.

Misconduct is defined as the following: Any conduct that discredits the Grantee and/or the DOC. Examples include, but not limited to, violations of any state or federal law, violations of any VTDOC Work Rules, any activity that endangers the safety or well-being of another person, and any verbal or physical behavior that is malicious, demeaning, harassing or insulting.

Prison Rape Elimination Act (PREA)

Grantee will comply with the Prison Rape Elimination Act of 2003 (28 C.F.R. Part 115, Docket No. OAG-131, R1N1005-AB34- Dated May 17, 2012), and with all applicable PREA Standards, VTDOC Policies and Directives related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within VTDOC. Grantee acknowledges that, in addition to "self-monitoring requirements" VT State staff will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and VTDOC Directives and Policies, may result in termination of the grant.

Link to the Final PREA Standards:

<http://www.prearesourcecenter.org/library/488/standards/departement-of-justice-national-prea-standards>

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Grantee will be paid for products or services specified in Attachment A, or services actually performed, up to the maximum allowable amount specified in this agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. Grant funding will not be released until Grantee has provided State with certificates of insurance to show that the required insurance coverage, detailed on Attachment C, is in effect. It is the responsibility of the Grantee to maintain current certificates of insurance on file with the State throughout the term of this agreement. Grantee shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this agreement.
2. Grantee will submit monthly invoices which must include the following: an authorized signature, name, and address for remittance of payment by the state, the current grant number, a unique invoice number, dates of performance and a brief description of the service or product provided. The Grantee may request \$36,002.64 as an initial advance upon execution of the grant agreement. The grantee will submit detailed actual financial expenditures per monthly invoice. The State will pay Grantee for actual expenses based on financial statements. The grant ceiling is a maximum of \$432,031.67 for State Fiscal Year 2026, and \$432,031.67 for State Fiscal Year 2027.
3. Funded Activities: eligible expenses are based on the Grantee's final budget as approved by the Grant Manager. Up to 10% of each activity amount listed below may be modified with permission, however funding may not exceed the total budget amount.
4. Should the Grantee be subject to a penalty for non-performance as detailed in Attachment A of this agreement, penalties assessed are due to the State within 15 days of written notification.
5. Should the Grantee not deplete the entire grant award prior to the end of the fiscal year, the unexpended funds will be returned to the State within 30 days of the end of the grant.

Grantee will return Grant Agreement, and Certificate of Insurance to:

AHS.DOCInvoicesBusinessOffice@vermont.gov

AHS/Dept. of Corrections
Business Office
NOB2 South
280 State Drive
Waterbury, VT 05671-2000
And Submit Invoices to:
Chris.barton@vermont.gov

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) 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>.

**ATTACHMENT E
BUSINESS ASSOCIATE AGREEMENT**

SOV CONTRACTOR/GRANTEE/BUSINESS ASSOCIATE: City of Burlington

SOV GRANT NO. 03520-1609

GRANT EFFECTIVE DATE: JULY 1, 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 Corrections (“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 PHI*” 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*” (“*PHI*”) 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 made timely 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.

Rev. 05/22/2020

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 though (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 ensure 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 childcare 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

State of Vermont Grant Agreement Part 1

Instructions

Section I – General Grant Information

1. Grant number: The grant number should begin with a five-digit business unit number prefix. Grant numbers may contain alpha-numeric characters and are limited to 30 total characters.
2. Check the Original box if the award is the original grant award. If it is an amendment, indicate the number of the amendment.
3. Grant title: This is the title of the award or project. It will usually correspond with the Grant Description entered in the Grant Tracking module.
4. Previously Awarded: If this is the original award, it will be \$0. Otherwise, it is the value of Box 6 in the previous grant agreement for this award. It should equal the cumulative total of all previous awards for this grant number.
5. Amount Awarded This Action: For the original award document, this will be the total grant award. If this award is an amendment, it is the current amendment amount. If this award is an amendment that does not affect the amount, it will be \$0.
6. Total Award Amount: This is the total funds obligated for this grant award to-date. If this award is an amendment, it is the new total authorized amount, including the current amendment. For the original award, this amount will be the same as the amount in Box 5.
7. Start Date: This is the beginning date of the performance period covered by this award.
8. End Date: This is the ending date of the performance period covered by this award.
9. Subrecipient Award: Check Yes or No to indicate whether or not this award is considered a subrecipient agreement. If No is checked, the Subrecipient Award Information section may be left blank. Check No for grants funded only with State funds. **Note:** Only one box may be checked. *A grant agreement cannot be both a subrecipient award and a contractual relationship.*
10. Supplier number: The VISION Supplier number for the grantee.
11. Grantee Name: The name of the grantee. This should correspond with the name of the VISION Supplier entered in Box 10.
12. – 15. Grantee address information: If the Grantee has multiple addresses, this should be the address associated with the performance of the award. Enter the Zip+4 if available and if required for FFATA reporting.
16. State Granting Agency: This is the name of the State of Vermont Department that is granting the funds. The Division name may also be included, if desired.
17. Business Unit: This is the five-digit VISION General Ledger Business Unit associated with the Granting Agency.
18. Performance Measures: Check Yes or No to indicate whether or not the award contains performance measures.
19. Match/In-Kind \$ and Description: Enter the amount of match/in-kind required, or enter \$0. If a dollar value has been entered, enter a brief description of what is required. The narrative sections of the award may also contain additional information pertaining to required match or in-kind. If desired, this box may also be used to identify funding from other sources involved in the project that will not be covered by this award, such as projects where multiple organizations are contributing funding.
20. Amendment Information: If the award is an amendment, check Yes or No to each type of amendment in this box. If the award is not an amendment, this box may be left blank.

Section II – Subrecipient Award Information

This section is only required to be completed for Subrecipient awards.

21. Grantee Identifier [UEI] #: This is the subrecipient's Universal Entity Identification number.
22. Indirect Rate: Enter the approved indirect rate, or the current Federal de minimis rate. If the subrecipient chooses not to request indirect costs for this award, enter 0%.
23. FFATA: Check Yes or No to indicate if the award is subject to FFATA reporting.
24. Grantee Fiscal Year End Month: Enter the two-digit month in which the subrecipient's fiscal year ends.
25. R&D: Check Yes or No to indicate if this award is a Research and Development award.
26. UEI Registered Name: If the UEI registered name is different than the VISION Supplier name in Box 11, enter the official UEI registered name here; otherwise, this box may be left blank

Section III – Funding Allocation

Detailed funding information is divided into two sections: State funds and Federal funds. The shaded boxes contain required information for subawards which comes from the original award from the Federal Granting Agency to the State Granting Agency. The funding allocation should correspond to the funding entered in the VISION Grant Tracking module. The totals will automatically be displayed in boxes 4 through 6 in Section I.

Global Commitment Funds: Global Commitment funds that are not being awarded as subrecipient funds may be reported in the State Funds section. Global Commitment funds that are being awarded as subrecipient funds should be reported in the Federal Funds section using the appropriate ALN information. If an award with Global Commitment funds is being split between Federal and State, the State share should be entered in the State Funds section and the Federal share in the Federal Funds section with the appropriate ALN information.

27. **Awarded Previously:** Enter the amount previously awarded for each fund type in the State Funds section. If this is the original grant agreement, enter \$0. The total of this column (State and Federal) will appear in Box 4.
28. **Award This Action:** Enter the amount of the current award. If this is the original award, enter the full amount of the award. If this is an amendment, enter the amount of the amendment. Negative amendments are allowed. If the amendment does not affect the funding, enter \$0. The total of this column (State and Federal) will appear in Box 5.
29. **Cumulative Award:** Enter the total of the award, including all amendments. The total of this column (State and Federal) must tie to Box 6.
30. **Special and Other Fund Descriptions:** If the award contains Special or Other funds, enter a brief description of the funding source.
31. **ALN #:** Enter the ALN number for all Federally funded awards.
32. **Program Title:** Enter the ALN program title.
33. **Awarded Previously:** Enter the amount previously awarded for each ALN #. If this is the original grant agreement, enter \$0 or leave this column blank. The total of this column (State and Federal) will appear in Box 4.
34. **Award This Action:** Enter the amount of the current award for each ALN #. If this is the original award, enter the full amount of the award. If this is an amendment, enter the amount of the amendment. If the amendment does not affect the funding of this ALN #, enter \$0 on that row. The total of this column (State and Federal) will appear in Box 5.
35. **Cumulative Award:** Enter the total of the award, including all amendments for each ALN #. The total of this column (State and Federal) must tie to Box 6.

The following information is required *only for federal subrecipient awards*. The information recorded in Boxes 36 through 40 is found on the Federal grant award to the State Granting Agency from which funds are being subawarded. If an award is being issued from multiple Federal awards to the State under the same ALN #, it may be necessary to enter multiple rows in this section in order to enter the appropriate information in Boxes 36 through 40.

36. **FAIN:** This is the Federal Award Identification Number assigned by the Federal granting agency.
37. **Federal Award Date:** This is the date that the Federal Granting Agency official signed the award to the State Granting Agency.
38. **Total Federal Award:** This is the total amount of the Federal award to the State Granting Agency.
39. **Federal Awarding Agency:** This is the Federal Agency that issued the award to the State Granting Agency.
40. **Federal Award Project Description:** This is the title/description of the Federal award to the State Granting Agency.

Section IV – Contact Information

- Enter a contact person for the State Granting Agency. This individual should be the State's main point of contact for the award and is not required to be the Appointing Authority.
- Enter a contact person for the Grantee. This individual should be the Grantee's main point of contact for the award and is not required to be the official who signed the award.



TO: Mayor Emma Mulvaney-Stanak and City Council

FROM: Bethany Whitlock, Housing Program Specialist, Community & Economic Development Office (CEDO)
Christine Curtis, Senior Community Development Specialist, CEDO
Will Clavelle, Assistant Director, Business Development, CEDO
Kara Alnasrawi, Director, CEDO

DATE: September 29, 2025

RE: **Communication: Program Year 2024 Consolidated Annual Performance & Evaluation Report (CAPER) Submission**

Summary

Each year CEDO reports on the City of Burlington's annual utilization of federal funds received from the U.S. Department of Housing & Urban Development (HUD) to address community needs. The enclosed Consolidated Annual Performance & Evaluation Report (CAPER) describes what was accomplished with expenditures of \$2,229,512.71 during the most recently completed program year, July 1, 2024 – June 30, 2025.

Background

The Council authorized submission of the annual HUD Action Plan on June 3, 2024 for program year beginning July 1, 2024 through June 30, 2025. The CAPER reports on the accomplishments during that time period. The report is due to HUD ninety days after the program year is complete. This Performance Report covers the first year of the City's 2024-2028 Consolidated Plan for Housing & Community Development.

Public Comments

On September 10, 2025, the CAPER was posted online at www.burlingtonvt.gov/CEDO for public review and comment. There was a Public Hearing on the CAPER draft on September 17, 2025 at the Community Development and Neighborhood Revitalization Committee meeting. CEDO will accept public comments on the CAPER draft through September 25, 2025.

Fiscal Summary:

- From July 1, 2024 through June 30, 2025, the following was expended to address community needs:
 - \$1,099,242.26 in Community Development Block Grant (CDBG)
 - \$216,406.45 in HOME Investment Partnership Act (HOME)
 - \$913,864 in Lead Hazard Reduction and Healthy Homes programs

Highlights of Accomplishments:

Affordable Housing – Priority Area #1

- One HOME-funded affordable housing construction project was completed this program year:
 - COTS completed construction of a multifamily affordable rental building known as Main Street Family Housing, which has 16 units of housing for families exiting homelessness. This project was supported with a \$150,000 HOME award from the City.
- Two affordable housing renovation projects were completed this program year:
 - Champlain Housing Trust completed renovations to 10 units at an affordable housing cooperative in the Old North End. The project received a \$150,000 HOME Community Housing Development Organization award from the City.
 - An affordable housing development serving low-income seniors in the New North End received a \$13,000 CDBG award to upgrade lighting throughout the property.
- Two affordable housing construction projects are in progress. Both have received significant investment from the City, including HOME, HOME-ARP, Burlington Housing Trust Fund, and City ARPA awards.
 - Post Apartments, located at the Veterans of Foreign Wars (VFW) site on South Winooski, will provide 38 affordable units, with 9 set aside for households experiencing homelessness. The project was supported by a \$361,000 HOME award and a \$750,000 HOME-ARP award from the City. The new building will also provide commercial space for the VFW and a new home for the Burlington Community Justice Center.
 - Construction is underway on a new Champlain Housing Trust building at Cambrian Rise, known as 100 Cambrian, which will provide 40 affordable units including 10 dedicated for households exiting homelessness. The project received a \$650,000 HOME award and a \$491,847.90 HOME-ARP award from the City.
- The Burlington Lead Program (BLP) completed lead hazard control activities and Healthy Homes interventions in 21 rental housing units, 16 in Burlington and 5 in Winooski.

Suitable Living Environment – Priority #2

- Pathways Vermont was awarded \$25,000 to provide Housing First services to 45 extremely low-income individuals experiencing or with histories of homelessness.
- Safe Tonight received a \$25,000 grant to provide emergency housing and support services to 523 adults and children fleeing domestic violence.
- Champlain Place provided emergency housing and services to 96 adults experiencing homelessness. The project was supported with a \$95,000 grant.
- Vermonters for Criminal Justice Reform supported 76 persons through programs focused on community re-entry for persons exiting incarceration. The project received a \$20,000 grant.
- Capital improvements to three public facilities. The Winooski Valley Park District's Ethan Allen Homestead received \$54,800 to support renovations at the property, Champlain Place received

\$75,000 to support renovations at the shelter, and Steps received a \$175,000 grant to fund HVAC upgrades at their women's shelter.

Economic Opportunity – *Priority Area #3*

- 200 Burlington-based business owners and budding entrepreneurs were assisted by the City and community non-profits, through 1:1 coaching, classes, and workshops. Projects led by the City's Business and Workforce Department, CVOEO, and Mercy Connections respectively received \$40,000, \$70,642, and \$75,000 CDBG awards.
- Lund's Residential and Community Treatment Services provided childcare services, treatment, and family support for 30 vulnerable children and families. The project received a \$24,890 grant.
- Assistance with tax preparation and other income tax related assistance was provided to 918 households by The Volunteer Income Tax Assistance (VITA) program. The project received a \$15,000 award.

2024 Consolidated Annual Performance and Evaluation Report City of Burlington, Vermont

Prepared by
Community and Economic Development Office
Room 32 – City Hall
Burlington, Vermont 05401
(802)-865-7232
www.burlingtonvt.gov/cedo

CAPER

[1](#)

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Burlington's Community and Economic Development Office's mission is engaging the community to build a vibrant, healthy, and equitable city. The City allocates resources received from the U.S. Department of Housing and Urban Development (HUD), including Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds, in support of this overarching goal. To guide spending, every five years the City prepares a Consolidated Plan for Housing and Community Development, which outlines housing and community development needs and priorities. An annual Action Plan specifies how the City will spend funds to meet the needs and priorities identified in the Consolidated Plan. The City reports on its progress towards meeting these goals in the Consolidated Annual Performance and Evaluation Report (CAPER).

Strategic Plan achievements

The City of Burlington is making progress towards achieving the goals identified in its 2024-2028 Consolidated Plan and 2024 Action plan. Over the past year, the City has made significant progress in many priority areas. Highlights include:

- The construction of a multiunit rental building with one HOME-assisted unit and 16 total units; in addition, two buildings with a total of 78 mostly affordable housing units have received HOME and/or CDBG funding awards and are under construction
- The rehabilitation of 39 affordable rental units to improve comfort and safety for residents
- Microenterprise support to numerous local businesses
- Support for programs such as early childhood education and tax assistance that help to remove barriers to economic opportunity
- The provision of services to vulnerable households and persons, including emergency overnight shelter
- Improvements to public infrastructure that benefit the entirety of the city's population

Action Plan achievements

The 2024 Action Plan identified specific goals for this program year in support of the priorities identified in the Consolidated Plan. The City achieved the majority of these goals and made significant progress towards the goals not achieved this program year, i.e., the construction of new affordable rental housing units.

Affordable Housing:

- Acquire/Rehab Rental or Owner units - goal: 55 rental units rehabilitated; progress: 39 rental units rehabilitated, and the City is engaged in conversation with the local housing trust to expand their existing rehabilitation program to include the City of Burlington
- Create New Affordable Housing - goal: construct six rental housing units; accomplished: the City closed out one HOME-assisted new construction project this year, which created one HOME-assisted unit and a total of 16 affordable units. In addition, the City has committed funds to two new construction projects that together will provide 5 HOME- and 6 HOME-ARP-assisted units and an additional 67 mostly affordable units.

Economic Opportunity:

- Support Microenterprises - goal: assist 205 businesses through two microenterprise programs and technical assistance; accomplished: 200 businesses assisted.
- Reduce Economic Barriers - Early Childhood - goal: support 62 persons through early childhood education programs that support vulnerable children and families; progress: 30 persons assisted.
- Reduce Economic Barriers - Access Resources - goal: reduce barriers to economic resources and opportunities for 525 persons from low-moderate income households; accomplished: 918 persons assisted.

Suitable Living Environment:

- Provide Public Services - Homeless - goal: provide services to 45 households experiencing or with histories of homelessness; accomplished: 47 households assisted.
- Provide Public Services - Homeless person overnight shelter - goal: provide emergency housing and support services to 370 adults and children fleeing domestic violence; accomplished: 523 persons assisted; goal: provide services to 40 adults at Champlain Inn, a low-barrier shelter; accomplished: 96 persons assisted.
- Provide Public Services - Non-homeless - goal: provide services to 100 persons belonging to at risk or vulnerable populations; progress:

76 persons assisted.

- Improve Public Facilities and Infrastructure - goal: 42,645 persons assisted (city-wide); accomplished: city-wide benefit through capital improvements to three public facilities.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Create New Affordable Housing	Affordable Housing Homeless	CDBG: \$ / HOME: \$1,227,091	Rental units constructed	Household Housing Unit	35	1	3%	6	1	17.0%
Economic Development	Non-Housing Community Development	CDBG: \$185,642 / HOME: \$0	Businesses assisted	Businesses Assisted	515	200	39%	205	200	98%
Improve Economic Opportunities	Non-Housing Community Development	CDBG: \$59,980 / HOME: \$0	Public service activities other than Low/Moderate Income	Persons Assisted	435	30	7%	87	30	34%

			Housing Benefit							
Improve Existing Affordable Housing	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$13,000 / HOME: \$226,050	Rental units rehabilitated	Household Housing Unit	145	39	27%	55	39	71%
Improve Existing Affordable Housing	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$0 / HOME: \$0	Homeowner Housing Rehabilitation	Household Housing Unit	15	0	0.00%	0	0	N/A
Improve Public Facilities and Infrastructure	Non-Housing Community Development	CDBG: \$329,550 / HOME: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	42645	42,645	100%	700	42,645	6,092%

Planning and Administration	Administration	CDBG: \$146,520 / HOME: \$34,705	Other	Other	1	1	100%	1	1	100%
Public Services	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$85,000 / HOME: \$0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5075	1,660	33%	1015	1,660	164%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Burlington directs HOME and CDBG funds towards activities and areas identified as high priority in its Consolidated Plan. The 2024-2028 Consolidated Plan and 2024 Action Plan determined that the creation and preservation of affordable housing should be the City’s top priority. In the first year of the current Consolidated Plan, HOME funds were used to support the construction of a 16-unit rental apartment building that has one HOME-assisted unit. HOME funds have been committed to an additional two rental construction projects, once with 38

units and one with 40 units, which are under construction. HOME and CDBG funds have also been used to rehabilitate existing affordable properties, including those reserved for older community members, thus improving safety and comfort for residents. In addition, CDBG funds have been used to support programs that provide services to persons experiencing homelessness and to support the operation of emergency overnight shelters in the city. Overall, HOME and CDBG funds have been used to support projects and programs that are addressing both short- and long-term housing needs in the city.

The City of Burlington has also allocated funds towards meeting the other goals and priorities identified in the Consolidated and Action Plans. The second priority, ensuring a suitable living environment, was addressed through activities that improved public infrastructure and provided services and support to vulnerable persons in the city. The City's third priority, economic opportunity, was addressed through programs that provided financial support and technical assistance to microbusinesses, as well as through activities such as early childhood education provision and tax assistance that aimed to lessen barriers to economic opportunity for city residents.

Beyond this, the City has prioritized directing funds towards projects that support residents with the greatest financial need; approximately 94% of CDBG beneficiaries this program year had low to moderate incomes, including over 70% who had extremely low incomes. Finally, the City has established a Neighborhood Revitalization Strategy Area (NRSA), that identifies the areas of greatest need within the city. Funding is targeted towards projects located in the NRSA; the NRSA was revised and updated with the 2024-2028 Consolidated Plan and 2024 Action Plan. In Program Year 2024, 28% of HOME and CDBG funding was allocated to projects and programs based in the NRSA. Many projects located outside of the NRSA still serve residents who live within the NRSA.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG	HOME
White	1,704	11
Black or African American	464	3
Asian	122	2
American Indian or American Native	22	0
Native Hawaiian or Other Pacific Islander	5	0
Total	2,317	16
Hispanic	177	0
Not Hispanic	2330	16

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City of Burlington requires that all programs, projects, and housing units developed are open and available to households of all racial and ethnic identities. CDBG awards prioritize projects that provide resources and supports to Burlington residents who have very limited financial means, live in areas of the city with fewer economic opportunities, and/or have experienced marginalization.

The data above demonstrates that racial and ethnic minorities are represented among those assisted. Comparing the racial identity of beneficiaries with Burlington's total population shows high program participation among persons of various racial and/or ethnic identities. Nearly 20% of HOME and CDBG beneficiaries were Black or African American, compared to approximately 5% for the city as a whole. Approximately 7.5% of beneficiaries were Hispanic or Latino, compared to 4% for the city. (Comparative data points based on 2020 Decennial Census data.) The numbers in the table above do not reflect the

total number of beneficiaries, because some beneficiaries reported their race as multi-racial, which is not shown in the table.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$819,602	\$1,099,242.26
HOME	public - federal	\$1,487,845.88	\$216,406.45

Table 3 - Resources Made Available

Narrative

The City of Burlington draws on a variety of resources to serve residents with limited financial income, including funds from federal, state, local, and private sources. In this program year, the City expended \$1,099,242.26 in CDBG funds, \$216,406.45 in HOME funds, and \$273,443.27 in HOME-ARP funds, which were allocated in accordance with the goals and priorities identified in the Consolidated and Action Plans.

Identify the geographic distribution and location of investments

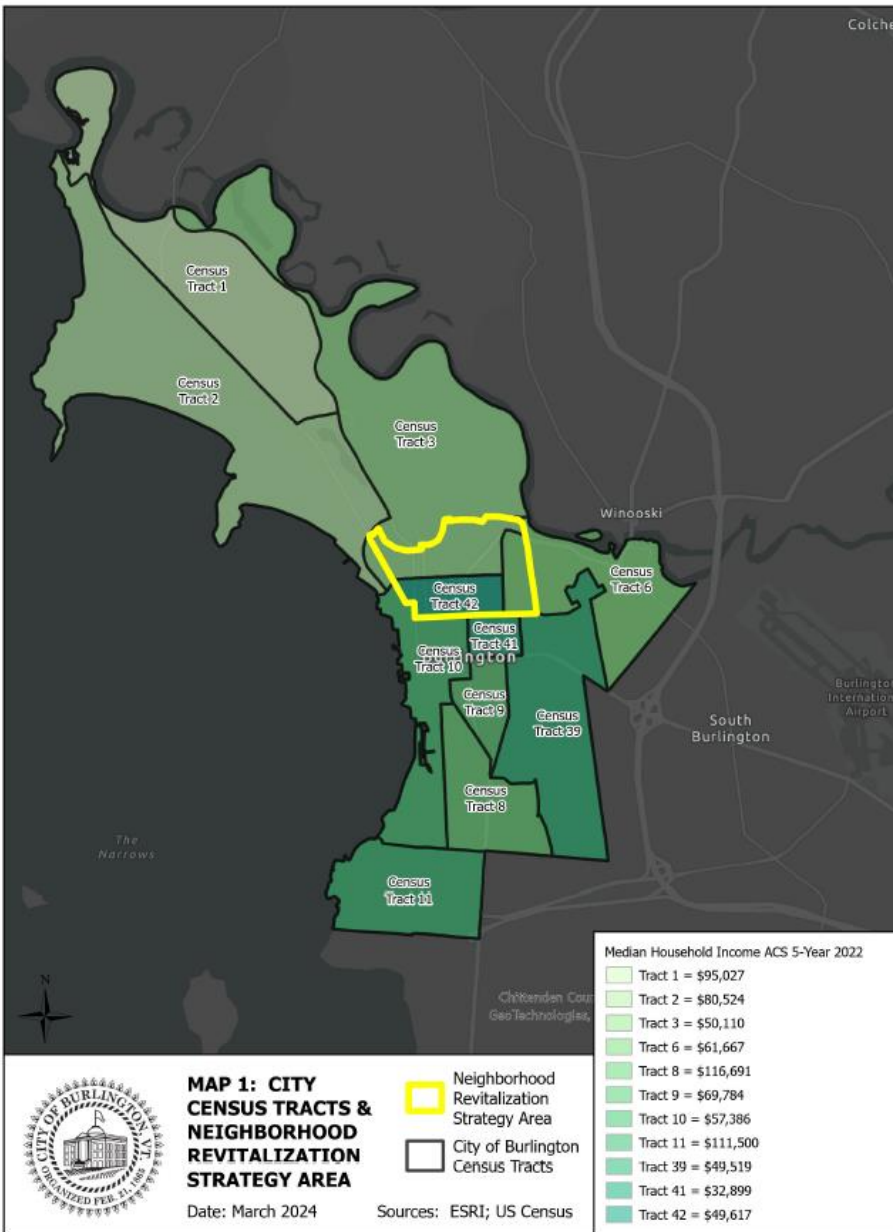
Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City-Wide	56	72	
NEIGHBORHOOD REVITALIZATION STRATEGY AREA	44	28	

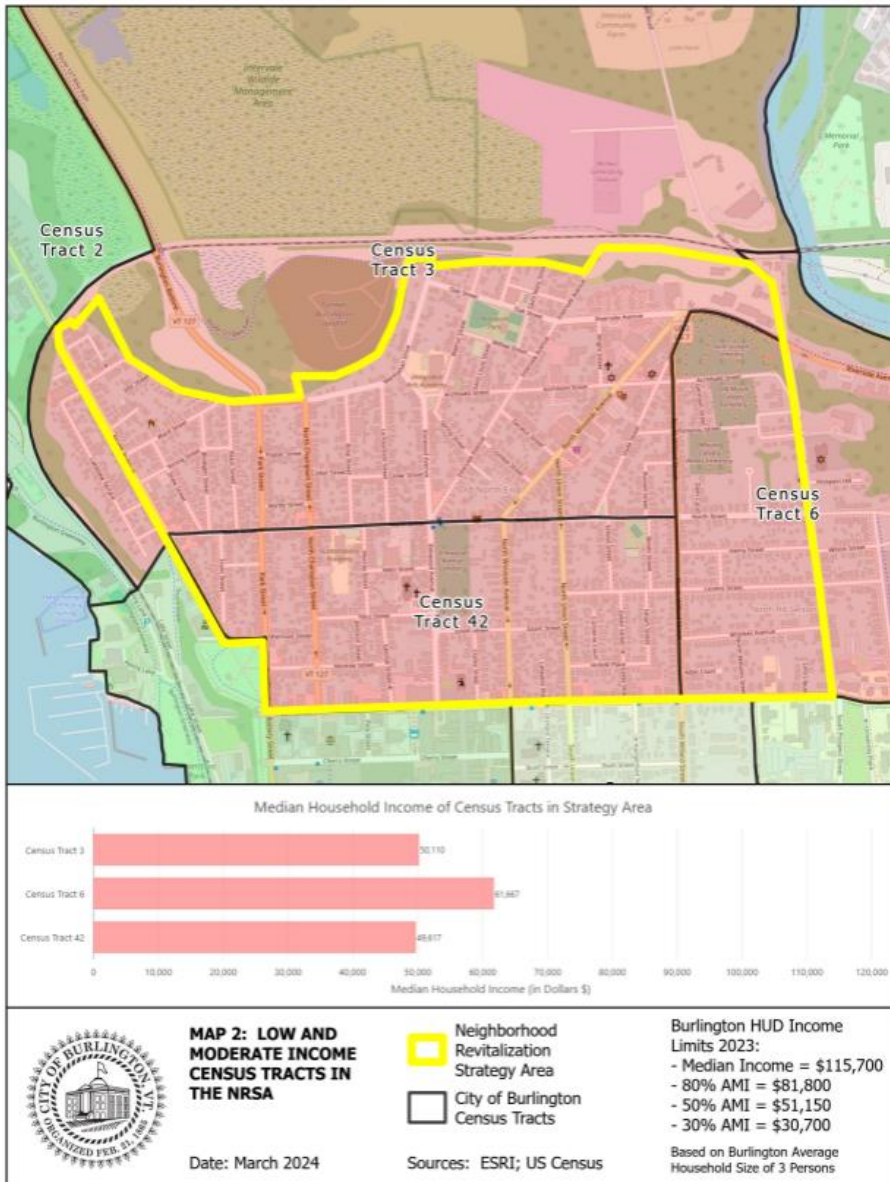
Table 4 – Identify the geographic distribution and location of investments

Narrative

Burlington targets its CDBG and HOME funds to projects in the City's Neighborhood Revitalization Strategy Area (NRSA). The NRSA includes census tract 42, the western portion of census tract 6, and the southern portion of census tract 3, which encompasses the City's Old North End neighborhood. The NRSA is shown on the attached map. The NRSA was revised with the 2024-2028 Consolidated Plan and 2024 Action Plan.

This program year, the City closed out two projects located in the NRSA. One program led by the City's Business and Workforce Development department provided technical assistance to small businesses and entrepreneurs. A HOME-funded project rehabilitated ten units at an existing affordable rental building known as the Rose Street Artists Cooperative. Many other projects served NRSA residents, even though the projects were not themselves located in the NRSA.





Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

This program year, the City leveraged over \$20 million in support of public service, economic development, and housing construction and/or rehabilitation activities. These include funds raised by the City and its subgrantees, as well as funds invested by other entities. For instance, developers of affordable housing projects leverage multiple sources to fund projects, including LIHTC tax credit allocations, other state and local funds, including the City's Housing Trust Fund which is primarily funded through a property tax allocation and short-term rental tax, Section 8 Project-Based Vouchers, and, in some cases, municipally donated land. The Elmwood Temporary Shelter continued on City property this year. CDBG grant recipients leverage similarly diverse resources to fully fund projects.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	\$739,428.46
2. Match contributed during current Federal fiscal year	\$1,200,000
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	\$1,939,428.46
4. Match liability for current Federal fiscal year	\$17,240.97
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	\$1,922,187.49

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
100 Cambrian	03/06/25	\$1,200,000						\$1,200,000

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
0	0	0	0	0

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period

	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	

Contracts						
Dollar Amount	\$6,061,636	0	0	0	0	\$6,061,636
Number	2	0	0	0	0	2

Sub-Contracts						
Number	19	0	0	0	0	19
Dollar Amount	\$3,211,716. 15	0	0	0	0	\$3,211,716. 15

	Total	Women Business Enterprises	Male
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Contracts			
Dollar Amount	\$6,062,636	\$5,786,636	\$275,000
Number	2	1	1

Sub-Contracts			
Number	19	1	18
Dollar Amount	\$3,211,716. 15	\$6,588	\$3,205,128. 15

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted

	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition

	Number	Cost
Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

Narrative on Program Year 2024 HOME spending

The City of Burlington closed out two HOME-funded projects during the 2024 program year. Main Street Family Housing, a new affordable rental project, has 16 total units with one HOME-assisted units. HOME

funds were also used to rehabilitate ten units at an existing affordable rental property, Rose Street Artists Cooperative. In addition, HOME funds have been committed to two affordable rental projects, Post Apartments and 100 Cambrian, that together will provide 78 mostly affordable units, including 5 HOME- and 6 HOME-ARP assisted units. Both buildings are under construction.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	1
Number of Non-Homeless households to be provided affordable housing units	16	10
Number of Special-Needs households to be provided affordable housing units	45	29
Total	61	40

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	6	1
Number of households supported through Rehab of Existing Units	55	39
Number of households supported through Acquisition of Existing Units	9	0
Total	61	40

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

As described above, the City closed out two HOME-funded affordable housing development and rehabilitation projects this year. HOME funds were used to support the creation of 16 affordable rental units at Main Street Family Housing and to support the renovation of 10 existing affordable units at Rose Street Artists Cooperative. The City and its partners have made progress on an additional two affordable rental projects, which together will provide 78 units. Both are under construction. CDBG funds were used to fund renovations at one existing project that provides affordable housing to older adults. In addition, CDBG funds were used to provide services and emergency shelter to vulnerable households.

Development projects have been hindered and/or slowed by a number of factors, including high construction costs, limited opportunities for new construction and development within the City, extensive regulatory requirements, and limited funding availability through HOME and CDBG. Nonetheless, the City is making progress towards meeting the housing goals identified in the 2024-2028 Consolidated Plan.

Discuss how these outcomes will impact future annual action plans.

The challenges the City has faced in meeting its annual goal of affordable housing unit creation have not detracted from its dedication to ensuring that all Burlingtonians have access to affordable, decent housing. The factors discussed above, including limited funding availability, increased cost of construction, and persistent construction labor shortages are expected to continue to impact affordable housing development in the city. In future years, the City intends to adjust production goals to better reflect the current timeline and costs of affordable housing production. The City anticipates continuing to work in partnership with community organizations, including affordable housing developers, to support the development and sustainability of affordable housing in the city. The City also anticipates that future developments, including those already in the pipeline, will prioritize the creation of greater numbers of units dedicated to households experiencing homelessness, in response to the rapid rise in rates of homelessness in the city.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	25	3
Low-income	4	8
Moderate-income	0	0
Total	29	11

Table 13 – Number of Households Served

Narrative Information

Several HOME- and/or CDBG-funded residential new construction and rehabilitation were closed out this year. All households served by these projects were low-income, and 70% had extremely low incomes.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Burlington has seen an exceptional increase in the number of unhoused community members in the last few years. The local strategy to address homelessness includes: financial investments in new permanent and emergency housing, the strengthening of Chittenden County's Coordinated Entry system, and the establishment of a position to coordinate community efforts to end chronic homelessness. Much of this work is done in coordination with the Chittenden County Homeless Alliance (CCHA), a HUD-recognized Continuum of Care that aims to make homelessness rare and brief for persons in Burlington and throughout Chittenden County. CCHA is a partnership of multiple stakeholders that includes persons who have experienced homelessness, the City of Burlington, nonprofit entities, faith-based organizations, housing developers, government agencies, and the Burlington Housing Authority. The CCHA, working in collaboration with partner agencies, coordinates outreach and needs assessment efforts among persons experiencing homelessness in Burlington and maintains responsibility for the county's Coordinated Entry System (see below for more information about the CES).

The City has a number of specialty service providers who work with individuals experiencing homelessness to assess and address their needs. Providers include community outreach and advocacy teams, daytime warming and/or cooling centers, the Community Health Centers of Burlington Homeless Healthcare Program, the Salvation Army, veteran's outreach team, school district liaison, and others. Services provided include access to safe, warm or cool spaces, access to food shelves/pantries and, in some cases, hot meals, telephone, internet, and computer access, mental and physical health care, and connection with housing supports and advocacy.

CCHA operates a Coordinated Entry System (CES) that models a no-wrong-door approach to accessing the CES; service providers and community partners throughout Chittenden County are Access Points to the CES (including Vermont 211 as a virtual access point), allowing individuals and families experiencing a housing crisis to be directly engaged and linked to the CES. The CES matches households experiencing homelessness with eligible services based on vulnerability, sustainability, and length of homelessness through a standardized, scored assessment. Each eligible household will be assigned a housing navigator and added to a master list of homeless households which is reviewed weekly by CES partners for housing opportunities. Currently, eligible households include HUD-defined "literally homeless" and "imminent risk" households. In the 2024 program year, the Coordinated Entry system placed 264 households into permanent housing. Many housing projects funded by the City, including through the use of HOME and CDBG funds, include units dedicated for households exiting homelessness. These units are usually filled in coordination with the Coordinated Entry system and are paired with supportive

services.

Addressing the emergency shelter and transitional housing needs of homeless persons

The lack of permanent housing in Burlington necessitates facilities in Burlington and neighboring communities for the emergency shelter and transitional housing needs of persons experiencing homelessness. While several temporary shelters operate within the community, the need for such shelter greatly exceeds current capacity.

COTS Waystation and the City's Elmwood Community Emergency Shelter both serve single adults. COTS also operates the Firehouse and Main Street Family Shelters for households with children. Steps to End Domestic Violence (known as Steps) operates a 21-room emergency shelter serving women and children experiencing homelessness. Survivors are also served through the Safe Tonight program in partnership with Economic Services. Spectrum Youth and Family Services operates a shelter for young persons experiencing homelessness. Participants are offered case management and housing search assistance to facilitate moving into transitional or permanent housing. Champlain Housing Trust (CHT) operates a shelter in a neighboring town that provides some medical respite beds. ANEW Place offers a longer-term sober shelter in Burlington that provides guests with case management and community supports.

In the 2024 program year, several new shelters (re-)opened. Renovations, partly funded by City CDBG funds, were completed at Champlain Place, which is a low-barrier shelter operated by Champlain Valley Office of Economic Opportunity (CVOEO) and CHT. COTS operated a seasonal shelter in a newly purchased building close to the downtown transit center, which will ultimately serve to expand their permanent shelter capacity. Finally, the City, in collaboration with partners, operated an emergency cold weather shelter when weather conditions required.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

There are several agencies operating in Burlington that administer programs and provide services to help prevent households from becoming homeless. These include both programs that provide general assistance and those designed to support members of specific populations, such as youth exiting foster care.

Chittenden Community Action (CCA), operated by CVOEO, works with households to provide back rent, first month's rent, security deposits, or short-term rental subsidies. They also provide housing navigation services, including advocacy and referral to other support services. In addition, CVOEO offers workshops to support tenants with finding and maintaining their housing, their rights and responsibilities, and financial literacy, which all help households to remain housed. Programs operated by the State and by CVOEO provide assistance with utilities and other basic household needs. In Burlington, additional assistance with utility bills is provided by the water resources division and Burlington Electric Department. These programs were bolstered by pandemic-era funds which have now been wound down.

Youth exiting foster care in Vermont have access to several supports, including the Youth Development Program, Act 74 Youth in Transition Extended Care Program, and programming run directly by the Vermont Department for Children and Families (DCF). These programs provide case management services and connect youth formerly in foster care with long-term rental assistance through local housing authorities, including a Vermont State Housing Authority (VSHA) Section 8 HCV waitlist preference for youth aging out of foster care. Additional case management provision is available through the Compass Program, which offers prevention and stabilization supports for youth and their families that have a DCF history.

Vermont Department of Corrections (VDOC) funds transitional housing programs for individuals re-entering the community from incarceration. VDOC funds several projects in Chittenden County, including one with the public housing authority that assists with housing search and retention, and access to Housing Choice Vouchers, and Pathways Vermont's Housing First program, which supports individuals with serious mental health challenges and previous experiences of homelessness.

Persons discharged from a mental health treatment program or community bed receive state-funded assistance through programs operated by the Vermont Department of Mental Health (VDMH). VDMH funds housing subsidies through a long-term Subsidy and Care Program, a Housing Contingency Fund, and a Housing Recovery Fund. In addition, state agencies collaborate with local housing authorities to use voucher programs to house persons discharged from treatment. Within Burlington, persons with serious mental health challenges are routinely discharged to Howard Center transitional or step-down programs.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Chittenden County Homeless Alliance (CCHA), the designated Continuum of Care (CoC) for Burlington and neighboring communities, coordinates the implementation of a housing and service system (from outreach to housing to services) that meets the needs of individuals and families experiencing homelessness in the county. Street outreach teams, Vermont 211, and daytime shelter providers all work to connect with those experiencing homelessness and to identify their needs and required services. Housing providers aim to rapidly rehouse, stabilize, or provide housing to persons in need, while supportive services agencies provide case management and additional services. Providers serve chronically homeless persons, families with children, veterans, unaccompanied youth, and those at risk of homelessness. In response to low vacancy rates in its jurisdiction, the CoC increasingly emphasizes the importance of housing retention services, including case management. Partner agencies are also actively working with local landlords to reduce the barriers to renting to chronically homeless persons.

CoC partners work to serve specific subpopulations. For instance, each CoC program that serves children has children's advocates or specially trained staff to ensure that children's needs are met. Other partner agencies provide emergency services to youth ages 16-22 who are experiencing or at risk of homelessness, including emergency shelter and transitional housing, counselling, case management, medical services, educational planning, and employment support, among other things.

The CoC partners work with local, state, and federal organizations to combat homelessness among veterans and continues to prioritize bringing veterans homelessness to functional zero through Coordinated Entry. Increased outreach to veterans at shelters resulted in an uptick in enrollment in VA care, and many veterans are now housed through VA housing programs. CDBG funds have been targeted to address emerging needs identified through the CoC. Public service funds were used to fund housing navigation for permanent supportive housing programs.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Burlington Housing Authority (BHA) has successfully converted all of its housing properties to the HUD Rental Assistance Demonstration (RAD) program, meaning that there is no public housing in Burlington. Nonetheless, the City of Burlington has taken steps to support the success of BHA-owned properties in Burlington; for instance, in the last year the City has leveraged monies from its Housing Trust Fund to support security improvements at a BHA-owned property downtown.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

As noted, the City no longer has any public housing units. However, staff at BHA continue to support residents in various ways. They support Resident Advisory Board meetings, have sponsored a number of on- and off-site health and wellness events, and support tenant organizational initiatives at LIHTC properties.

Actions taken to provide assistance to troubled PHAs

Burlington Housing Authority is designated as a High Performer.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Since the adoption of Burlington's Housing Action Plan in 2015, which was updated with the Mayor's Action Plan to End Homelessness in 2021, the City and its partners have been working to implement the strategies outlined in the plans. Recent achievements include:

- Burlington Housing Trust Fund: The Burlington Housing Trust Fund is managed by CEDO and allocates funding towards the creation and maintenance of affordable housing within the city through a yearly award process.
- Short-term rentals: In 2022, the City adopted an ordinance to regulate short-term rentals operating within the city. The ordinance also established a tax on short-term rentals that provides further funding for the Housing Trust Fund.
- Inclusionary Zoning: In 2023, the City Council approved updates to Burlington's Inclusionary Zoning ordinance, which applies to all new market-rate developments of five or more units and mandates that between 15-25% of units are designated as affordable, depending on the average cost of the market-rate units. The ordinance also provides incentives include density and lot coverage bonuses.
- ADUs: In 2020, the City Council adopted zoning reforms aimed at making it easier for residents to construct ADUs (Accessory Dwelling Units). Reforms included the elimination of ADU parking requirements, an increase in the maximum ADU size, and changes to lot coverage restrictions.
- Neighborhood Code: In spring 2024, the City Council approved the BTV Neighborhood Code, which aims to increase housing opportunities in the city through neighborhood-scale solutions. The Code aims to facilitate the construction of a greater variety of housing types, including duplexes, fourplexes, cottage courts, townhouses, and small multi-unit buildings which previously were prohibited in residential areas due to zoning regulations.

Together, these actions are helping to mitigate the negative impacts policies have historically had on the availability of affordable housing in Burlington.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Funding: The greatest obstacle to meeting underserved needs is insufficient resources. To help address this, the City has leveraged additional resources – including American Recovery Plan Act (ARPA) funding and its own Housing Trust Fund – to support priority projects, including the creation of new,

permanently affordable housing units. The 100 Cambrian project, for instance, which will result in the construction of 40 new permanently affordable housing units, received HOME, HOME-ARP, ARPA, and Housing Trust Fund commitments from the City of Burlington.

Persons experiencing homelessness: The Covid-19 pandemic abruptly reversed progress Burlington had made in reducing the number of people experiencing homeless in the city, and the number of people experiencing homelessness in Burlington continues to rise. The City has taken several steps to help address this. The City convenes the Chittenden County Homeless Alliance (CCHA), which is the designated Continuum of Care in the region and operates a Coordinated Entry system. In addition, the City has provided funding to support the development and continued operations of a number of shelters within the city, including low-barrier shelters at Champlain Place and the Elmwood Community Emergency Shelter. During the past winter, the City operated a low-barrier emergency cold weather shelter when conditions necessitated. The City also supports a year-round Community Resource Center, which provides access to daytime warming or cooling space, a food shelf, and supportive services. Finally, the City recognizes the lack of affordable housing in the city impacts the recent rise in rates of homelessness as well. To that end, the City is focused on supporting the development of new affordable housing units. For example, the Post Apartments project, which is currently under construction, will result in the addition of 38 new permanently affordable housing units, including nine dedicated for persons experiencing homelessness, and was supported by a variety of City funds, including HOME, HOME-ARP, and CDBG.

Equity: Although Burlington is still largely white, it is becoming increasingly diverse as people of color, often New Americans, move to the city. Recent data, such as the Point-in-Time count, has shown that people of color, especially Black residents, are disproportionately represented among people experiencing homelessness in the city. They are also significantly less likely than white residents to be homeowners. CEDO and its partners, including the City's Department of Racial Equity, Inclusion, and Belonging (REIB) and local nonprofits such as the Champlain Housing Trust and Richard Kemp Center, are engaged in conversations and research around how best to address persistent racial gaps in homeownership rates, access to decent, affordable housing, and experiences of homelessness. REIB recently held a series of workshops for Burlington residents of color that aimed to demystify the homebuying process. These workshops were well attended. CEDO also coordinated a Personal Care Assistant (PCA) Plus Training Program, which trained persons from Burlington's underserved communities (low-income, unemployed, underemployed, women, and persons of color, including immigrants and refugees) to become PCAs.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

In December 2024, the City of Burlington's Lead Program received \$4,301,890 in lead hazard control funds to reduce lead-based paint hazards in homes and \$529,000 in healthy homes supplemental funding to improve indoor air quality and reduce health hazards found in homes, such as asbestos, tripping, and fire egress. The goal of the Burlington Lead Program (BLP) is to reduce rates of childhood lead poisoning and improve the overall health of young children and their families through mitigating lead-based paint hazards in eligible homes. The BLP's previous grant ended in July 2024.

BLP accomplishments during the reporting period of July 1, 2024 - June 30, 2025 including the following:

- Successfully applied for and was awarded the City of Burlington's seventh Office of Lead Hazard Control and Healthy Homes grant.
- Closed out the Lead2020 grant award having completed lead hazard reduction in 87 units over the course of the grant.
- Performed Lead Hazard Control activities in 21 rental housing units
- Performed Healthy Homes interventions in 21 housing units
- Trained two individuals on the EPA Renovate, Repair, and Painting (RRP) Rule
- Trained 128 individuals on the VT Lead Law, Inspection, Repair, and Cleaning Practices.
- Conducted 21 Outreach and Education events that reached over 2,800 individuals
- Utilized in excess of \$913,864 for the administration, implementation, and completion of Lead Hazard Control work and Healthy Homes activities.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Burlington takes a holistic approach to reducing the number of poverty-level families in the city by directing funding and other resources both towards programs that support residents experiencing poverty, and also to programs that aim to prevent financial poverty in the first place.

CDBG and HOME funds: All activities funded through the City's CDBG and HOME programs are directed at reducing the number of persons experiencing financial poverty, preventing financial poverty, and assisting persons with limited financial means to meet their basic needs. Poverty is a national issue that is exacerbated by social injustices and historic and ongoing racism. Unfortunately, the percentage of Burlington residents experiencing financial poverty exceeds national, state, and county rates. Almost one in four Burlington residents experience financial poverty, compared to just over one in ten statewide. This figure is even higher in some parts of the city: for instance, over half of residents living in Census Tract 5 experience financial poverty.

Correspondingly, the City invests virtually all of its CDBG and HOME funds in projects that address the effects and causes of financial poverty through supporting financial solvency and growth. Projects supported have provided, amongst other things, childcare for working parents that also promotes early childhood development, affordable housing options, income tax assistance, assistance with job training

and construction certifications, and small business development assistance.

Approximately 28% of funding expenditures were focused in the Neighborhood Revitalization Strategy Area (NRSA) this year. Accomplishments include:

- One completed multi-unit HOME rental rehabilitation project in the NRSA.
- One microenterprise technical assistance program provided assistance to small businesses and entrepreneurs primarily located in the NRSA.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Burlington has worked to develop and sustain institutional structure through coordination, empowerment, and communication among the public, private, and nonprofit organizations working in the city. Overall, there is strong local coordination of services. Over the past year, the City has strengthened partnerships and programs in several key areas, specifically those related to equity.

Continuum of Care/Chittenden County Homeless Alliance (CCHA): The Chittenden County Homeless Alliance is the Continuum of Care for Burlington and the rest of Chittenden County. The CCHA collaborates with nonprofits, local and state government, and private partners to manage a coordinated system that aims to improve outcomes for persons experiencing homelessness. Over the past year, the Coordinated Entry system managed by the CCHA has placed 264 households into permanent housing across properties managed by nonprofits and market-rate landlords.

Language Access Policy: The Language Access Policy allows the City to provide translation and interpretation services through third party vendors to City departments looking to make their public-facing materials more accessible. For example, CEDO used the City's language access resources to make its survey on needs and priorities around housing and community development, conducted as part of the development of our 2024-2028 Consolidated Plan, available in multiple languages. This helped to ensure the survey was accessible to a diverse range of community members. The City has also developed a Language Access training module, which is available to all City employees and is intended to ensure that employees have an understanding of their ethical and legal responsibilities, current best practices, and City-provided resources around serving residents who have limited or no English proficiency.

Trusted Community Voices: In April 2020, seeking to enhance its equity and inclusion efforts, the City launched the Trusted Community Voices (TCVs) program, which aimed to expand outreach to Burlington's immigrant and refugee populations. Over the past year, work has continued to strengthen TCV capacity on a number of key topics, including affordable housing, public safety, climate change, and workforce development, and TCVs continue to serve as a critical link between City government and

immigrant and refugee populations.

Burlington Community Justice Center: The Burlington Community Justice Center (CJC) worked closely with the Burlington Police Department (BPD) in FY25 to update its MOU (Memorandum of Understanding) to be in accordance with the recently passed Act 180, expanding access to restorative justice statewide and deepening our ability to work swiftly after a crime has occurred, for the benefit of all involved. The CJC also created a new MOU with BPD to better formalize a long-standing partnership around our Parallel Justice program. This program has operated since 2006 in partnership with BPD to quickly provide information, resources, and support to victims of crime and harm in Burlington.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Collaboration between public and private housing and social service agencies operating within Burlington has become increasingly important over the past several years as the City and its partners seek to respond to the increasingly high numbers of residents experiencing homelessness. These efforts have been spearheaded by the local Continuum of Care, the Chittenden County Homeless Alliance, for which the City is Collaborative Applicant. In response to the increased challenges faced by affordable housing providers in the city in particular, CEDO, and the City of Burlington more broadly, has convened meetings that bring together housing and other service providers to discuss best practices in ensuring the sustainability and safety of affordable housing in the city.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In 2017 the City of Burlington, in partnership with Burlington Housing Authority and Winooski Housing Authority, completed an Assessment of Fair Housing (AFH) for the jurisdiction. The assessment identified a number of impediments to fair housing choice, including segregation/integration, disparities in access to opportunity, disproportionate housing needs, publicly supported housing, disability and access issues, and fair housing enforcement, outreach capacity, and resources. The report did not identify any racially or ethnically concentrated areas of poverty (R/ECAPs), defined as a geographic area with a significant concentration of poverty and minority populations. As noted in the City's 2024-2028 Consolidated Plan, current data shows that this remains the case.

In collaboration with partner organizations, the City has taken several approaches to addressing identified impediments to fair housing choice. First, the City ensures that City-funded housing projects follow guidelines on accessibility and affordability and that they are located close to transport links and

other services. Second, partner organizations operating in the city provide services to residents who may be experiencing discrimination or other impediments to fair housing choice. For instance, the Champlain Valley Office of Economic Opportunity (CVOEO) provides education on housing rights and responsibilities to both tenants and landlords. They also operate the Vermont Tenants Hotline, which is a phone and email service that provides guidance to tenants experiencing various kinds of housing challenges. Vermont Legal Aid (VLA) undertakes numerous activities to combat discriminatory practices by housing providers, including providing legal advice to people who have been discriminated against, conducting investigations of fair housing violations, and reviewing housing advertisements for discriminatory language. Together, these actions have helped to address discriminatory practices that impede fair housing choice through education and enforcement.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring activities are carried out by City staff who collaborate with community partners to ensure long-term compliance with program requirements, including minority business outreach and comprehensive planning requirements.

The State of Vermont maintains a DBE registry for grant recipients and subrecipients. Grant agreements require HOME and CDBG recipients to prioritize the utilization of Minority Business Enterprises (MBE) and/or DBE contractors. City staff also ensure projects comply with Davis-Bacon labor standards and Section 3, along with City and State ordinances.

CDBG: All CDBG subrecipient activities are subject to a desk monitoring on a quarterly basis through detailed reports submitted by subrecipients with each reimbursement request. The quarterly monitoring consists of reviewing detailed financial reports, beneficiary race/ethnicity and income data, and other applicable documentation as requested by the City. Additionally, the City has implemented a new policy that all CDBG subrecipients submit a detailed general ledger at the end of the program year to monitor for financial compliance.

HOME: At project completion, HOME funds recipients are required to provide detailed beneficiary information to CEDO that includes information on beneficiary income and rent charged, household composition, and racial and ethnic identity. Units are inspected to ensure they meet housing quality standards. Annually during the affordability period, the incomes and rents of tenants living in HOME-assisted units are monitored to ensure they continue to meet HOME requirements. Periodic review of tenant files ensures that applications and leases follow HOME guidelines. A representative sample of units is inspected every three years to ensure that HOME-assisted units continue to meet housing quality standards.

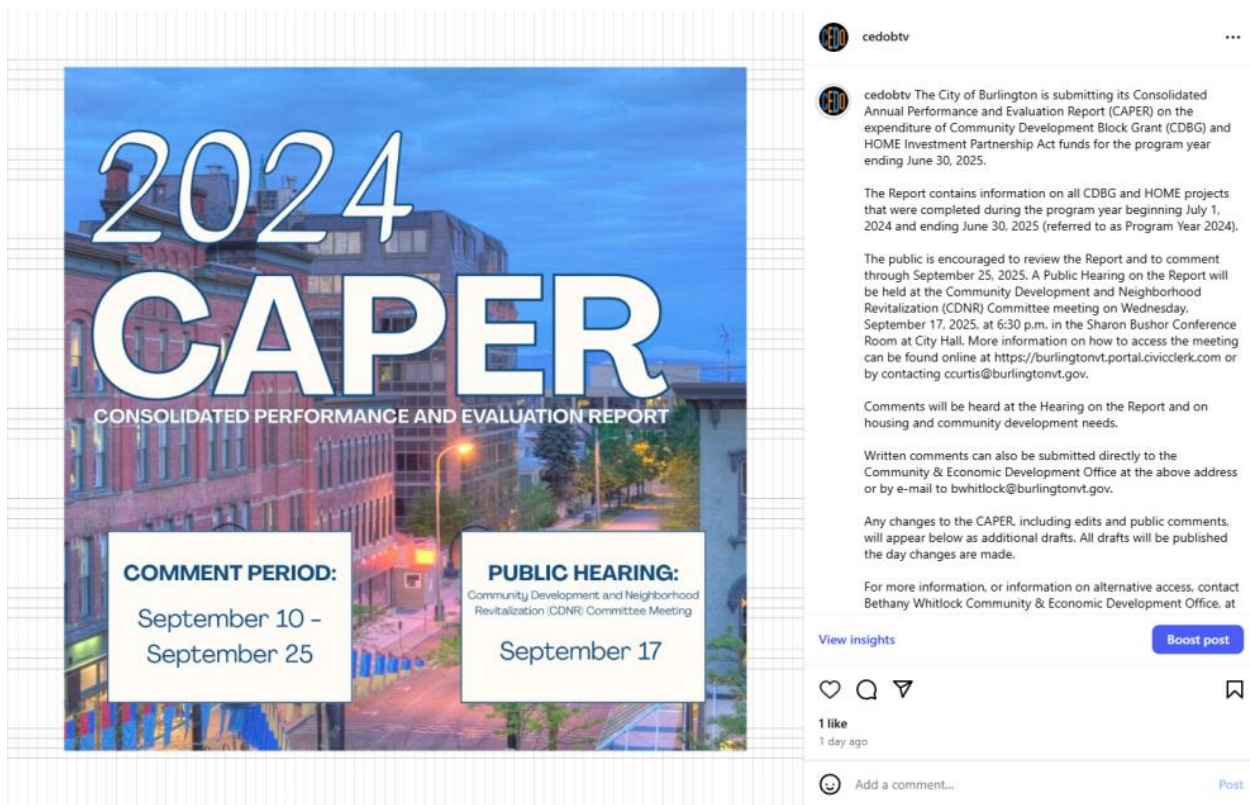
Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of Burlington is committed to citizen participation and incorporating residents' feedback on plans and reports. Notification of the public comment period and public hearing for the Program year 2024 (PY2024) CAPER was published in print and online in one of Vermont's top-ranking news resources, Seven Days, on September 3, 2025. The notice was also shared on CEDO's social media accounts (see below), CEDO's CDBG listserv, and the mailing list for the CCHA. The public comment period for the CAPER started on September 10 and ended on September 25, for a total of 15 days. CEDO held a public hearing regarding the CAPER and presented on outcomes during the Community Development and Neighborhood Revitalization Committee (CDNR) meeting on September 17, 2025. Comments and questions are noted below. Comments were accepted at the Public Hearing, in-person at the CEDO office, via an online link, and via email through September 25, 2025. The CAPER was included as a communication to the Burlington City Council on September 29, 2025.

No written comment was received. We received the following comments during the public hearing:

- One attendee asked clarifying questions about the Neighborhood Revitalization Strategy Area (NRSA) and why we opted to have one. They also asked us to include a second map of the NRSA that includes street names. *We explained the purpose and rationale behind our decision to update the NRSA and the area it covers. We will include a second map with the CAPER that includes street names to better show the area encompassed by the NRSA.*



Social media post advertising the CAPER public comment period and public hearing.

Community and Economic Development Office

Posted on: September 9, 2025 | Last Modified on: September 9, 2025

CAPER 2024 Public Comment Draft - Open Until 9/25

The City of Burlington is submitting its Consolidated Annual Performance and Evaluation Report (CAPER) on the expenditure of Community Development Block Grant (CDBG) and HOME Investment Partnership Act funds for the program year ending June 30, 2025. The Report contains information on all CDBG and HOME projects that were completed during the program year beginning July 1, 2024 and ending June 30, 2025 (referred to as Program Year 2024).

The public is encouraged to review the Report and to comment through September 25, 2025. A Public Hearing on the Report will be held at the Community Development and Neighborhood Revitalization (CDNR) Committee meeting on Wednesday, September 17, 2025, at 6:30 p.m. in the Sharon Bushor Conference Room at City Hall. More information on how to access the meeting can be found online at <https://burlingtonvt.portal.civicclerk.com> or by contacting ccurtis@burlingtonvt.gov. Comments will be heard at the Hearing on the Report and on housing and community development needs. Written comments can also be submitted directly to the Community & Economic Development Office at the above address or by e-mail to bwhitlock@burlingtonvt.gov.

Any changes to the CAPER, including edits and public comments, will appear below as additional drafts. All drafts will be published the day changes are made. For more information, or information on alternative access, contact Bethany Whitlock Community & Economic Development Office, at (802) 865-7021.

[Click here to view the 2024 CAPER draft](#)

Post about the CAPER public comment period and public hearing on the City of Burlington website.

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PLACE AN AFFORDABLE NOTICE AT:
SEVENDAYSVT.COM/LEGAL-NOTICES
OR CALL 802-865-1020, EXT. 142

[CONTINUED]

before the sale, in which case the sale may not occur.

STATE OF VERMONT SUPERIOR COURT PROBATE DIVISION FRANKLIN UNIT DOCKET NOS. 24-JV-746

In re: M.J.

NOTICE OF HEARING
TO: CALVIN JIRON, father of M.J. (dob 06/06/2020),
you are hereby notified that a hearing to consider
the termination of all your parental rights to M.J.
will be held on October 21, 2025 at 10:00 a.m. at
the Franklin Superior Court, 36 Lake Street, St.
Albans, Vermont. You are notified to appear at
this hearing. Your failure to appear and defend will
result in a judgment being entered against you and
your parental rights will be terminated.

Other parties to this case are the child, M.J., his
guardian ad litem, M.J.'s mother, and the Vermont
Departments for Children and Families. DCF is represented
by the Attorney General's Office, 280 State
Drive-HC2N, Wardsbury, Vermont 05671-2080.

8/21/2025
Electronically signed pursuant to V.R.E.F. §(d)
(s) Elizabeth Novocny
Elizabeth Novocny
Franklin Superior Court Judge

STATE OF VERMONT SUPERIOR COURT PROBATE DIVISION CHITTENDEN UNIT DOCKET NO. 25-PR-02261 IN RE: ESTATE OF JANET M. FRANK

NOTICE TO CREDITORS

To the creditors of Janet M. Frank, late of
Colchester, Vermont

I have been appointed to administer this estate. All
creditors having claims against the decedent or the
estate must present their claims in writing within
four (4) months of the date of this publication of
this notice. The claim must be presented to me at
the address listed below with a copy sent to the
Court. The claim may be barred forever if it is not
presented within the four (4) month period.

Dated: August 19, 2025
s/ Jennifer F. Gamage, Executor
c/o Harry C. Parker, Esq.
Parker Law, PLLC
38 Community Lane, Suite 4
South Hero, VT 05486
harry@parkerlaw.com

Name of Publication: Seven Days
Publication Date: 9/3/25

Probate Court: Chittenden Probate Court
175 Main Street, Burlington, VT 05401

PUBLIC HEARING NOTICE - CITY OF BURLINGTON ANNUAL REPORT TO HUD

The City of Burlington is submitting its
Consolidated Annual Performance and Evaluation
Report on the expenditure of Community
Development Block Grant and HOME Investment
Partnership Act funds for the program year ending
June 30, 2025 to the U.S. Department of Housing
& Urban Development (HUD).

A draft report will be available on September 10,
2025, at the Community & Economic Development
Office (CEDO), 140 Church Street, Room 32, City
Hall, Burlington, and online at www.burlingtonvt.gov/cedo. The public is encouraged to review the
Report and to comment through September 25,
2025. A Public Hearing on the Report will be at the
Community Development and Neighborhood
Revitalization (CDNR) Committee meeting on
Wednesday, September 17, 2025, at 6:30 p.m. More
information on how to access the meeting can
be found online at <https://burlingtonvt.gov/portal>,
cityclerk.com or by contacting courtis@burlingtonvt.gov. Comments will be heard at the
Hearing on the Report and on housing and com-
munity development needs. Written comments

can also be submitted directly to the Community
& Economic Development Office at the above
address or by e-mail to bwhitlock@burlingtonvt.gov.

For more information, or information on alternative
access, contact Bethany Whitlock, Community &
Economic Development Office, at (802) 865-7021.

STATE OF VERMONT SUPERIOR COURT PROBATE DIVISION CHITTENDEN UNIT DOCKET NO. 25-PR-04728 IN RE: ESTATE OF JAMES LUISI

NOTICE TO CREDITORS

To the Creditors of James Luisi, late of Burlington

I have been appointed to administer this estate.
All creditors having claims against the decedent
or the estate must present their claims in writing
within four (4) months of the first publication of
this notice. The claim must be presented to me at
the address listed below with a copy sent to the
Court. The claim may be barred forever if it is not
presented within the four (4) month period.

Dated: 26/08/2025
Signature of Fiduciary:
s/ Kimberly Luisi

Executor/Administrator: Kimberly Luisi
12 Poplar Street, Burlington, VT 05401
Phone Number: 610-790-9777
Email: kimberlyluisi@gmail.com

Name of Publication: Seven Days
Publication Date: 9/3/25

Name of Probate Court: VT Superior Court,
Chittenden Unit - Probate Division
Address of Probate Court: 175 Main St, Burlington,
VT 05401

CITY OF BURLINGTON IN THE YEAR TWO THOUSAND TWENTY-FIVE AN ORDINANCE IN RELATION TO ESTABLISHING CITY CIRCLE 800 CHAPTER 1, SECTION 10

ORDINANCE 4.4

Sponsor: Office of the City Attorney,
Ordinance Committee

Public Hearing Dates:
First reading: 09/14/25
Referred to: Ordinance Committee
Rules suspended and placed in all
Stages of passage:
Second reading: 09/25/25
Action: adopted
Date: 09/25/25
Signed by Mayor: 09/28/25
Published: 09/03/25
Effective: 09/23/25

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

That Chapter 1, General Provisions, of the Code
of Ordinances of the City of Burlington be and
is hereby amended by amending Section 10,
Prosecution Where Different Penalties Exist
for Same Offense, to include a new subsection
regarding City Circle to read as follows:

1-10 Prosecution and City Circle where different
penalties exist for same offense.

(a) Prosecution where different penalties exist for
same offense. In all cases where the same offense
may be made punishable, or shall be created by
different clauses or sections of the ordinances of
the city, the city attorney may elect under which to
proceed; but not more than one recovery shall be
had against the same person for the same offense.

(b) City Circle. The Office of the City Attorney, in
consultation with the Community Justice Center,
shall create a restorative justice program to ad-
dress criminal and civil ordinance violations in the
city of Burlington. This program shall be referred to
as the "City Circle."

(1) Rules and Regulations. The Community Justice

Center shall consult with the City Attorney's Office
to establish the rules and regulations which will
govern this restorative justice program. Such
rules and regulations, and any future amendments
thereto, shall be subject to approval by the City
Council. Once approved, the rules and regulations
shall be posted on the webpage maintained by the
Community Justice Center.

(2) Citations. A person who is found by a Law
Enforcement Officer to be in violation of Burlington
Code of Ordinances 1-14, 2-1, 2-2, 2-3, 2-4, 2-5,
2-6, 2-7, 2-8, 2-9, 2-10, 2-11, 2-12, 2-13, 2-14, 2-15, 2-16, 2-17,
2-18, 2-19, 2-20, 2-21, 2-22, 2-23, 2-24, 2-25, 2-26, 2-27,
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2-116, 2-117, 2-118, 2-119, 2-120, 2-121, 2-122, 2-123, 2-124,
2-125, 2-126, 2-127, 2-128, 2-129, 2-130, 2-131, 2-132, 2-133,
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2-161, 2-162, 2-163, 2-164, 2-165, 2-166, 2-167, 2-168, 2-169,
2-170, 2-171, 2-172, 2-173, 2-174, 2-175, 2-176, 2-177, 2-178,
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2-215, 2-216, 2-217, 2-218, 2-219, 2-220, 2-221, 2-222, 2-223,
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2-242, 2-243, 2-244, 2-245, 2-246, 2-247, 2-248, 2-249, 2-250,
2-251, 2-252, 2-253, 2-254, 2-255, 2-256, 2-257, 2-258, 2-259,
2-260, 2-261, 2-262, 2-263, 2-264, 2-265, 2-266, 2-267, 2-268,
2-269, 2-270, 2-271, 2-272, 2-273, 2-274, 2-275, 2-276, 2-277,
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2-305, 2-306, 2-307, 2-308, 2-309, 2-310, 2-311, 2-312, 2-313,
2-314, 2-315, 2-316, 2-317, 2-318, 2-319, 2-320, 2-321, 2-322,
2-323, 2-324, 2-325, 2-326, 2-327, 2-328, 2-329, 2-330, 2-331,
2-332, 2-333, 2-334, 2-335, 2-336, 2-337, 2-338, 2-339, 2-340,
2-341, 2-342, 2-343, 2-344, 2-345, 2-346, 2-347, 2-348, 2-349,
2-350, 2-351, 2-352, 2-353, 2-354, 2-355, 2-356, 2-357, 2-358,
2-359, 2-360, 2-361, 2-362, 2-363, 2-364, 2-365, 2-366, 2-367,
2-368, 2-369, 2-370, 2-371, 2-372, 2-373, 2-374, 2-375, 2-376,
2-377, 2-378, 2-379, 2-380, 2-381, 2-382, 2-383, 2-384, 2-385,
2-386, 2-387, 2-388, 2-389, 2-390, 2-391, 2-392, 2-393, 2-394,
2-395, 2-396, 2-397, 2-398, 2-399, 2-400, 2-401, 2-402, 2-403,
2-404, 2-405, 2-406, 2-407, 2-408, 2-409, 2-410, 2-411, 2-412,
2-413, 2-414, 2-415, 2-416, 2-417, 2-418, 2-419, 2-420, 2-421,
2-422, 2-423, 2-424, 2-425, 2-426, 2-427, 2-428, 2-429, 2-430,
2-431, 2-432, 2-433, 2-434, 2-435, 2-436, 2-437, 2-438, 2-439,
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2-467, 2-468, 2-469, 2-470, 2-471, 2-472, 2-473, 2-474, 2-475,
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2-494, 2-495, 2-496, 2-497, 2-498, 2-499, 2-500, 2-501, 2-502,
2-503, 2-504, 2-505, 2-506, 2-507, 2-508, 2-509, 2-510, 2-511,
2-512, 2-513, 2-514, 2-515, 2-516, 2-517, 2-518, 2-519, 2-520,
2-521, 2-522, 2-523, 2-524, 2-525, 2-526, 2-527, 2-528, 2-529,
2-530, 2-531, 2-532, 2-533, 2-534, 2-535, 2-536, 2-537, 2-538,
2-539, 2-540, 2-541, 2-542, 2-543, 2-544, 2-545, 2-546, 2-547,
2-548, 2-549, 2-550, 2-551, 2-552, 2-553, 2-554, 2-555, 2-556,
2-557, 2-558, 2-559, 2-560, 2-561, 2-562, 2-563, 2-564, 2-565,
2-566, 2-567, 2-568, 2-569, 2-570, 2-571, 2-572, 2-573, 2-574,
2-575, 2-576, 2-577, 2-578, 2-579, 2-580, 2-581, 2-582, 2-583,
2-584, 2-585, 2-586, 2-587, 2-588, 2-589, 2-590, 2-591, 2-592,
2-593, 2-594, 2-595, 2-596, 2-597, 2-598, 2-599, 2-600, 2-601,
2-602, 2-603, 2-604, 2-605, 2-606, 2-607, 2-608, 2-609, 2-610,
2-611, 2-612, 2-613, 2-614, 2-615, 2-616, 2-617, 2-618, 2-619,
2-620, 2-621, 2-622, 2-623, 2-624, 2-625, 2-626, 2-627, 2-628,
2-629, 2-630, 2-631, 2-632, 2-633, 2-634, 2-635, 2-636, 2-637,
2-638, 2-639, 2-640, 2-641, 2-642, 2-643, 2-644, 2-645, 2-646,
2-647, 2-648, 2-649, 2-650, 2-651, 2-652, 2-653, 2-654, 2-655,
2-656, 2-657, 2-658, 2-659, 2-660, 2-661, 2-662, 2-663, 2-664,
2-665, 2-666, 2-667, 2-668, 2-669, 2-670, 2-671, 2-672, 2-673,
2-674, 2-675, 2-676, 2-677, 2-678, 2-679, 2-680, 2-681, 2-682,
2-683, 2-684, 2-685, 2-686, 2-687, 2-688, 2-689, 2-690, 2-691,
2-692, 2-693, 2-694, 2-695, 2-696, 2-697, 2-698, 2-699, 2-700,
2-701, 2-702, 2-703, 2-704, 2-705, 2-706, 2-707, 2-708, 2-709,
2-710, 2-711, 2-712, 2-713, 2-714, 2-715, 2-716, 2-717, 2-718,
2-719, 2-720, 2-721, 2-722, 2-723, 2-724, 2-725, 2-726, 2-727,
2-728, 2-729, 2-730, 2-731, 2-732, 2-733, 2-734, 2-735, 2-736,
2-737, 2-738, 2-739, 2-740, 2-741, 2-742, 2-743, 2-744, 2-745,
2-746, 2-747, 2-748, 2-749, 2-750, 2-751, 2-752, 2-753, 2-754,
2-755, 2-756, 2-757, 2-758, 2-759, 2-760, 2-761, 2-762, 2-763,
2-764, 2-765, 2-766, 2-767, 2-768, 2-769, 2-770, 2-771, 2-772,
2-773, 2-774, 2-775, 2-776, 2-777, 2-778, 2-779, 2-780, 2-781,
2-782, 2-783, 2-784, 2-785, 2-786, 2-787, 2-788, 2-789, 2-790,
2-791, 2-792, 2-793, 2-794, 2-795, 2-796, 2-797, 2-798, 2-799,
2-800, 2-801, 2-802, 2-803, 2-804, 2-805, 2-806, 2-807, 2-808,
2-809, 2-810, 2-811, 2-812, 2-813, 2-814, 2-815, 2-816, 2-817,
2-818, 2-819, 2-820, 2-821, 2-822, 2-823, 2-824, 2-825, 2-826,
2-827, 2-828, 2-829, 2-830, 2-831, 2-832, 2-833, 2-834, 2-835,
2-836, 2-837, 2-838, 2-839, 2-840, 2-841, 2-842, 2-843, 2-844,
2-845, 2-846, 2-847, 2-848, 2-849, 2-850, 2-851, 2-852, 2-853,
2-854, 2-855, 2-856, 2-857, 2-858, 2-859, 2-860, 2-861, 2-862,
2-863, 2-864, 2-865, 2-866, 2-867, 2-868, 2-869, 2-870, 2-871,
2-872, 2-873, 2-874, 2-875, 2-876, 2-877, 2-878, 2-879, 2-880,
2-881, 2-882, 2-883, 2-884, 2-885, 2-886, 2-887, 2-888, 2-889,
2-890, 2-891, 2-892, 2-893, 2-894, 2-895, 2-896, 2-897, 2-898,
2-899, 2-900, 2-901, 2-902, 2-903, 2-904, 2-905, 2-906, 2-907,
2-908, 2-909, 2-910, 2-911, 2-912, 2-913, 2-914, 2-915, 2-916,
2-917, 2-918, 2-919, 2-920, 2-921, 2-922, 2-923, 2-924, 2-925,
2-926, 2-927, 2-928, 2-929, 2-930, 2-931, 2-932, 2-933, 2-934,
2-935, 2-936, 2-937, 2-938, 2-939, 2-940, 2-941, 2-942, 2-943,
2-944, 2-945, 2-946, 2-947, 2-948, 2-949, 2-950, 2-951, 2-952,
2-953, 2-954, 2-955, 2-956, 2-957, 2-958, 2-959, 2-960, 2-961,
2-962, 2-963, 2-964, 2-965, 2-966, 2-967, 2-968, 2-969, 2-970,
2-971, 2-972, 2-973, 2-974, 2-975, 2-976, 2-977, 2-978, 2-979,
2-980, 2-981, 2-982, 2-983, 2-984, 2-985, 2-986, 2-987, 2-988,
2-989, 2-990, 2-991, 2-992, 2-993, 2-994, 2-995, 2-996, 2-997,
2-998, 2-999, 2-1000, 2-1001, 2-1002, 2-1003, 2-1004, 2-1005,
2-1006, 2-1007, 2-1008, 2-1009, 2-1010, 2-1011, 2-1012, 2-1013,
2-1014, 2-1015, 2-1016, 2-1017, 2-1018, 2-1019, 2-1020, 2-1021,
2-1022, 2-1023, 2-1024, 2-1025, 2-1026, 2-1027, 2-1028, 2-1029,
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2-1102, 2-1103, 2-1104, 2-1105, 2-1106, 2-1107, 2-1108, 2-1109,
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2-

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes in the jurisdiction's objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Per CFR §92.504(d), on-site inspections for units with no issues will be conducted every three years. The City and/or third-party partners, including the HUD Real Estate Assessment Center (REAC), Burlington Housing Authority, Winooski Housing Authority, and Vermont State Housing Authority, have conducted inspections of all HOME properties in the city within the last three years. No inspections are outstanding.

Inspections were conducted this monitoring year (8.1.24 - 7.31.25) at the following projects:

- Salmon Run
- Avenue Apartments
- City Neighborhoods
- Bright Street Co-op
- Laurentide Apartments
- 95 North Avenue

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

CEDO considers the effectiveness of the City's affirmative marketing actions for HOME units a success based on the characteristics of households living in HOME-funded units. Overall, HOME-funded units provide housing to a higher percentage of households in protected classes than the general housing stock of Burlington. CEDO actively encourages affirmative marketing of HOME-funded units. During the development process, as well as during ongoing monitoring, each project with 5+ HOME-assisted units is required to submit an affirmative marketing plan that is reviewed by CEDO staff. Recipients of HOME funds must endeavor to provide information to and otherwise attract eligible persons in the housing market area. Future actions will change based on the data gathered each year.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

For the period 7.1.24 to 6.30.25, CEDO received \$0 in HOME program income and expended \$0 in HOME program income.

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 24 CFR 91.320(j)

The City of Burlington continues to take action, with regard to both funding and advocacy, to foster and maintain affordable housing. Actions taken include:

- City and state policies ensure that affordable housing is maintained as affordable in perpetuity through permanent housing subsidy covenants. This is in contrast to much of the country, where affordable units are often converted to market rate when affordability periods expire, and thus lost.
- Burlington's Inclusionary and Replacement Housing ordinance establishes requirements for including affordable housing units within certain residential developments and ensures the replacement of housing units that may be lost to redevelopment. The rents for inclusionary units are set at those affordable to households earning 65% of Area Median Income (AMI).
- The Burlington Housing Trust Fund is funded through a property tax allocation, a short-term rental tax, and payments made by housing developers in lieu of providing affordable units within new developments. The fund is used to provide grants and loans for the promotion, retention, and creation of long-term affordable housing for very low, low, and moderate-income households.
- In recent years, the City Council has taken action to reduce regulatory barriers to (affordable) housing construction. Most recently, the Council passed the Neighborhood Code, which aims to ameliorate the impact of restrictive zoning policies on housing development in the city.
- Finally, the City has an approved Assessment of Fair Housing.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	2	0	0	0
Total Labor Hours	0	35,105			
Total Section 3 Worker Hours	0	10,972			
Total Targeted Section 3 Worker Hours	0	1,652			

Table 14 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers		1			
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.		1			
Direct, on-the job training (including apprenticeships).		1			
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.		1			
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.		1			

Table 15 – Qualitative Efforts - Number of Activities by Program

Narrative

Efforts to engage Section 3 workers and contractors is an ongoing priority for the City and its funding partners. There were two Section 3 eligible HOME-funded projects; one met the Safe Harbor benchmark for Section 3 worker hours. Bidding documents for both projects included invitations for Section 3 eligible contracts and outreach efforts to secure bids from Section 3 businesses.

Appendix A
City of Burlington CAPER 2024

Fair Housing Goals Including Fair Housing Issues they Address and the Contributing Factors:

1) Increase Affordable Housing Options- Neighborhood Stabilization Plan

Create a neighborhood plan to convert residential units used for student housing by private landlords to individual/family households.

Fair Housing Issues Addressed: Protected classes lack neighborhood options due to market limitations

Contributing Factors: Impediments to mobility, lack of affordable units

Actions taken this year:

Work continued to implement various aspects of The Neighborhood Project (TNP) report, following its acceptance by the City Council in April 2019. In keeping with the quality of life goal, work continued between city staff and academic institutions, particularly the University of Vermont (UVM) to track quality of life issues for all renters and to analyze housing trends related to students. UVM and Champlain College are looking at options for expanding housing options for students, staff, and faculty. UVM, for example, recently constructed an apartment building in neighboring South Burlington with occupancy restricted to UVM-affiliated households.

2) Increase Affordable Housing Opportunities – New Construction

The City of Burlington continues to prioritize the provision of safe, decent and affordable housing within its Housing Action Plan as well as its Five Year Consolidated Plan. To that end, federal resources such as CDBG and HOME, along with municipal resources of the City of Burlington Housing Trust Fund are allocated to nonprofit developers for the construction of deeply subsidized affordable units. The City also enforces an Inclusionary Zoning Ordinance which produces several IZ units annually. An increase of units provides access to protected classes in new neighborhoods, close to transportation, with supportive services and close to amenities.

Fair Housing Issues Addressed: Disproportionate housing needs, disability and access, segregation

Contributing Factors: Location and type of affordable housing, availability of affordable units in range of sizes, lack of affordable units, integrated housing for individuals who need supportive services, private discrimination

Actions taken this year:

- The City has devoted significant staff resources in support of Burlington CityPlace, a large-scale private redevelopment of a downtown mall. Once complete, the project is

expected to add a minimum of 350 units, including 70 permanently affordable units through Inclusionary Zoning.

- Work was completed at one HOME-funded apartment building, a 16-unit building dedicated to families experiencing homelessness
- Work progressed at two HOME-funded apartment buildings, including a 38-unit building with 9 units designated for households experiencing homelessness and a 40-unit building with 10 units dedicated for households experiencing homelessness.
- The City works proactively to ensure that our HOME funded projects comply with the requirements of Section 504 and 24 CFR part 8 Subpart C.

3) Increase Affordable Housing Opportunities

Following adoption of Burlington's Housing Action Plan in October 2015, the City has moved forward with implementing a number of initiatives to help reduce the cost of housing for all Burlington residents and more broadly, support affordable housing. Additionally, in order to address the housing availability and affordability problem and to give greater impetus to the gains since the adoption of the Housing Action Plan, in June 2019, the city hosted the BTV Housing Summit to kick-off a community conversation about housing policy reform. This was followed in September 2019, by a second public meeting to share those initial recommendations and ask for more input.

Fair Housing Issues Addressed: Segregation/Integration

Contributing Factors: Location/type of affordable housing, private discrimination

Actions taken this year:

This year, the City has continued to build upon housing policy reforms enacted in past years. Most impactful, in Spring 2024 the City Council approved the BTV Neighborhood Code, which aims to increase housing opportunities in the city through neighborhood-scale solutions. Subsequent updates in recent months have sought to clarify and extend Neighborhood Code provisions. The Code aims to facilitate the construction of a greater variety of housing types, including duplexes, fourplexes, cottage courts, townhouses, and small multi-unit buildings which previously were prohibited in residential areas due to zoning regulations.

4) Maintain/Preserve affordable housing units

The City of Burlington prioritizes maintaining and preserving affordable housing within the City and allocates federal and local resources to partners to keep housing with expiring subsidies, renovate housing, provide energy efficiencies and lead remediation. Given that the cost of creating a new affordable unit has risen to over \$500,000, it makes economic sense to rehabilitate existing affordable housing at a significantly lower cost.

Fair Housing Issues Addressed: Cost of housing – disproportionate housing needs, disparities in access to opportunities

Contributing Factors: Lack of affordable units, location and type of units, displacement of residents due to economic pressures, inaccessible private infrastructure

Actions taken this year:

- The Burlington Lead Program completed Lead Hazard Control activities in 38 housing units and performed Healthy Homes interventions in 36 housing units. All units were occupied by tenants or homeowners with household incomes of less than 80% of area median income (AMI).
- Renovations of an affordable housing co-op in the city are in progress, and will increase the safety and comfort of low-mod income residents.

5) Provide housing resources to low income renters and homeowners, and increase homeownership opportunities

While the City invests resources in building new housing units and preserving affordable housing, resources are also used to assist low-income/protected class renters to remain in safe, affordable housing. With specific census tracts low in homeownership opportunities, the City will identify homeownership trends and partnerships/programs that can encourage and expand owner-occupied housing for underrepresented households including Persons of Color. Additionally, the City will continue to assist persons who are elderly and/or disabled with accessory modifications and age in place housing options. Overall, the City will explore other housing options such as ADU's and homesharing.

Fair Housing Issues Addressed: Segregation/Integration, disparities to access to opportunities, disproportionate housing needs, publicly supported housing, disability and access

Contributing Factors: Lack of assistance for housing accessibility modifications, displacement of residents due to economic pressure, availability type, frequency and type of public transportation, impediments to mobility, private discrimination

Actions taken this year:

- The City devoted considerable staff resources to activities related to the Cambrian Rise development, which is a mixture of market-rate and affordable units. The next affordable phase will provide a further 40 affordable rental units and 30 shared equity homeownership units. In total, the development is anticipated to create 950 units, of nearly 240 of which will be permanently affordable through the City's Inclusionary Zoning ordinance.
- Through Champlain Housing Trust's Shared Equity program several dozen low/mod income households were provided direct financial assistance to purchase their first home.

- Through its Housing Trust Fund, the City of Burlington awarded capacity and development grants to organizations working on innovative solutions to expand housing opportunities in the City, including Champlain Housing Trust, Cathedral Square Corporation, Pathways Vermont, North Avenue Co-op, and others.

6) Increase employment opportunities for protected classes

By providing access to better jobs, livable wages or business creation/expansion, protected classes have more housing options and access to opportunities.

Fair Housing Issues Addressed: Disparities to access to opportunities, disproportionate housing needs, publicly supported housing, disability and access

Contributing Factors: Lack of affordable units, location and type of units, impediments to mobility, availability, type, frequency, and reliability of public transportation.

Actions taken this year:

- The City and non-profit partners provided technical assistance to over 200 business-owners and budding entrepreneurs through 1:1 coaching and class and workshop provision.

7) Increase educational opportunities with a focus on protected classes

Programs that increase educational opportunities for BIPOC youth and other protected classes, improve access to opportunities, integration, and provide a pathway out of poverty. Classes that prepare tenants to be successful renters and homeowners, create new opportunities for housing, improve housing retention, and educate persons in protected classes about their rights and resources to combat discrimination.

Fair Housing Issues Addressed: Segregation, disparities to access to opportunities, disability and access

Contributing Factors: Location and type of units, impediments to mobility, availability, type, frequency, and reliability of public transportation, community opposition

Actions taken this year:

- CHT offers Ready Set Rent, a program designed to remove credit and other barriers to renting an apartment. The program serves rental applicants who have been denied a CHT apartment because of poor credit or no credit history. Once an applicant completes their education and develops an action plan to address their credit. Many vulnerable tenants who were previously denied an apartment are now developing solid rental histories through this program.
- CVOEO's Preferred Renters Certificate Program is designed to provide participants the skills, materials, and confidence necessary to find and maintain stable housing. The program includes three workshop modules, followed by a one-on-one financial coaching session. The four modules are Tenant Skills, Finding Housing, and Sustaining the Rent. Upon completion of the program, participants receive a Preferred Renter Certificate as a way to demonstrate their readiness for sustaining housing. When a landlord receives an application or has a current tenant with this certificate, they will know the applicant or

tenant is invested in being a successful renter, knowledgeable about resources, and connected to service providers, such as a financial coach. Experienced teaching teams from CVOEO's Vermont Tenants and Financial Futures programs collaborate to offer these free workshops and coaching experiences. Workshops are offered as live, 60-90 minute webinars and as fully self-paced, online classes, and can be taken in any order. Interpreted recordings of the Tenant Skills and Finding Housing workshops are available in American Sign Language, Arabic, Burmese, French, Nepali, Somali, Spanish, and Swahili.

- CVOEO also offers community-based in-person Know Your Rights workshops providing the basics of tenants and fair housing rights and responsibilities. These are available upon request, with interpretation as needed.
- The Fair Housing Project of CVOEO provides in-person and webinar fair housing trainings for housing and service providers and municipal officials. These workshops covers the history of the Fair Housing Act and the resulting protections under Federal and Vermont law; how and when fair housing law applies in Vermont, exemptions, the complaint and investigation process, and remedies; access requirements for people with disabilities, including reasonable accommodations and reasonable modifications; municipal strategies for affirmatively furthering fair housing, and best practices.
- CHT announced their Homeownership Equity Program (HEP) down payment assistance program in June 2022 to enhance and encourage homeownership for households of color. The program provides 0% interest loans of up to \$25,000 for qualified shared equity homebuyers. In the first year of the program, fifteen (15) households of color became homeowners using this program, representing almost half of CHT's shared equity sales in the same time period.

8) Support Fair Housing Education and Equitable Outreach

Burlington has two agencies within the City doing fair housing outreach and education. Both agencies are dependent on grant funding to sustain their important work. Demographics of the City show how diverse our community has become in the past 30 years. However, not all of our new community members feel welcome during standard engagement efforts like neighborhood planning assemblies, City Council meetings and committee meetings or public hearings. Learning to engage diverse populations in non-traditional techniques, while creating safe and inclusive spaces for equitable engagement is critical for the City to reach underserved and underrepresented communities. The very populations who may be facing displacement pressures, segregation, and disproportionate housing needs are those who need to be reached and heard.

Fair Housing Issues: Discrimination or violations of civil rights law or regulations, segregation
Contributing Factors: Lack of resources for fair housing agencies, private discrimination, need for expanded policies for inclusion, community opposition

Actions taken this year:

- The Burlington Lead Program encourages program participants to follow Fair Housing Laws and provides educational materials regarding protected classes to landlords who are seeking loan forgiveness.
- VLA provides fair housing education through outreach/education events, media interviews, maintaining a website, writing newsletter articles and sharing information on Facebook.
- CEDO provides Fair Housing booklets to landlords during inspections of registered rental properties.
- With ongoing City funding, the Champlain Housing Trust's Homeownership Center is providing interpreters for its homeownership classes.



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2024
BURLINGTON , VT

DATE: 09-24-25
TIME: 9:32
PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	1,228,417.60
02 ENTITLEMENT GRANT	732,602.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	78,125.63
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	(78,125.63)
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,961,019.60

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	1,029,382.72
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	1,029,382.72
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	143,461.95
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	1,172,844.67
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	788,174.93

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	13,000.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	1,016,382.72
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	1,029,382.72
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	248,271.18
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	36,057.87
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	(106,981.26)
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	105,232.05
32 ENTITLEMENT GRANT	732,602.00
33 PRIOR YEAR PROGRAM INCOME	100,045.49
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	(74,954.51)
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	757,692.98
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	13.89%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	143,461.95
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	3,058.05
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	146,520.00
42 ENTITLEMENT GRANT	732,602.00
43 CURRENT YEAR PROGRAM INCOME	78,125.63
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	(78,125.63)
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	732,602.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	20.00%



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2024
BURLINGTON , VT

DATE: 09-24-25
TIME: 9:32
PAGE: 2

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Plan Year	IDIS Project	IDIS	Activity	Activity Name	Matrix Code	National Objective	Drawn Amount
2024	1	1661		Ethan Allen Residence Lighting Upgrade	14B	LMH	\$13,000.00
					14B	Matrix Code	\$13,000.00
Total							\$13,000.00

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2023	2	1647	7003695	Champlain Inn Privacy and Security Fence Project	03C	LMC	\$67,500.00
2023	2	1647	7066148	Champlain Inn Privacy and Security Fence Project	03C	LMC	\$7,500.00
					03C	Matrix Code	\$75,000.00
2024	2	1664	7019437	Community Resource Center/Feeding Chittenden Addition	03E	LMA	\$23,645.86
2024	2	1664	7066148	Community Resource Center/Feeding Chittenden Addition	03E	LMA	\$158,718.73
					03E	Matrix Code	\$182,364.59
2023	2	1644	6937292	Moran FRAME	03F	LMA	\$2,083.04
2023	2	1644	6937365	Moran FRAME	03F	LMA	\$4,161.04
2023	2	1646	7061514	Ethan Allen Homestead Renovation	03F	LMA	\$52,586.00
					03F	Matrix Code	\$58,830.08
2023	4	1649	6937365	Housing First Services in Chittenden County	03T	LMC	\$7,308.60
2023	4	1655	6996212	Champlain Inn Services & Management	03T	LMC	\$50,691.62
2023	4	1655	7061514	Champlain Inn Services & Management	03T	LMC	\$5,733.02
2023	4	1655	7066148	Champlain Inn Services & Management	03T	LMC	\$31,832.06
2024	4	1666	6996212	Housing First Services in Chittenden County	03T	LMC	\$5,596.00
2024	4	1666	7003695	Housing First Services in Chittenden County	03T	LMC	\$7,521.13
2024	4	1666	7061514	Housing First Services in Chittenden County	03T	LMC	\$7,757.00
2024	4	1666	7066148	Housing First Services in Chittenden County	03T	LMC	\$4,125.87
					03T	Matrix Code	\$120,565.30
2023	2	1648	6937356	Steps Shelter HVAC Improvements	03Z	LMC	\$48,650.00
2023	2	1648	6937365	Steps Shelter HVAC Improvements	03Z	LMC	\$10,514.05
2023	2	1648	7003808	Steps Shelter HVAC Improvements	03Z	LMC	\$115,835.95
					03Z	Matrix Code	\$175,000.00
2023	4	1653	6937365	VCJR Re-Entry and Recovery Center with Contingency Management	05F	LMC	\$5,000.00
2024	4	1667	6996212	VCJR Re-Entry and Recovery Center with Contingency Management	05F	LMC	\$5,000.00
2024	4	1667	7003695	VCJR Re-Entry and Recovery Center with Contingency Management	05F	LMC	\$5,000.00
2024	4	1667	7061514	VCJR Re-Entry and Recovery Center with Contingency Management	05F	LMC	\$5,000.00
2024	4	1667	7066148	VCJR Re-Entry and Recovery Center with Contingency Management	05F	LMC	\$5,000.00
					05F	Matrix Code	\$25,000.00
2023	4	1654	6937365	Safe Tonight	05G	LMC	\$4,539.60
2024	4	1668	6996212	Safe Tonight	05G	LMC	\$5,176.88
2024	4	1668	7014412	Safe Tonight	05G	LMC	\$4,599.14
2024	4	1668	7061514	Safe Tonight	05G	LMC	\$4,066.50
2024	4	1668	7066148	Safe Tonight	05G	LMC	\$11,157.48
					05G	Matrix Code	\$29,539.60
2023	4	1638	6937292	PCA Plus Program	05H	LMC	\$600.00
2023	4	1638	6970080	PCA Plus Program	05H	LMC	\$3,754.55
2023	4	1638	6977296	PCA Plus Program	05H	LMC	\$29.54
2023	4	1651	6937365	ReSOURCE Construction Trades Training	05H	LMC	\$6,275.86
2024	4	1671	7011682	Personal Care Assistant (PCA) Plus Workforce Training Program	05H	LMC	\$641.98
2024	4	1671	7014412	Personal Care Assistant (PCA) Plus Workforce Training Program	05H	LMC	\$1,587.16
2024	4	1671	7061514	Personal Care Assistant (PCA) Plus Workforce Training Program	05H	LMC	\$8,390.91
2024	4	1671	7066148	Personal Care Assistant (PCA) Plus Workforce Training Program	05H	LMC	\$3,720.42
					05H	Matrix Code	\$25,000.42
2023	4	1652	6937365	Lund's Early Childhood Education Program	05L	LMC	\$2,516.00
					05L	Matrix Code	\$2,516.00
2023	4	1650	6937365	Volunteer Income Tax Assistance Program (VITA)	05Z	LMC	\$5,759.86
2024	4	1669	7003695	Volunteer Income Tax Assistance Program (VITA)	05Z	LMC	\$4,099.11
2024	4	1669	7061514	Volunteer Income Tax Assistance Program (VITA)	05Z	LMC	\$10,900.89
2024	4	1670	6996212	Lund's Residential and Community Treatment Services	05Z	LMC	\$6,222.50



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2024
BURLINGTON , VT

DATE: 09-24-25
TIME: 9:32
PAGE: 3

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2024	4	1670	7014412	Lund's Residential and Community Treatment Services	05Z	LMC	\$6,222.50
2024	4	1670	7061514	Lund's Residential and Community Treatment Services	05Z	LMC	\$6,222.50
2024	4	1670	7066148	Lund's Residential and Community Treatment Services	05Z	LMC	\$6,222.50
2022	1	1658	7003695	CHT Post Apartments CDBG	12	LMH	\$68,970.00
					12	Matrix Code	\$45,649.86
2023	3	1642	6937356	Small Business Equity Project	18C	LMC	\$20,917.00
2023	3	1643	6937356	Micro Business Development Program	18C	LMC	\$8,558.63
2024	3	1662	7014412	Small Business Equity Project	18C	LMC	\$47,992.00
2024	3	1662	7066148	Small Business Equity Project	18C	LMC	\$27,008.00
2024	3	1663	6996212	Micro Business Development Program	18C	LMC	\$25,795.37
2024	3	1663	7003695	Micro Business Development Program	18C	LMC	\$17,408.25
2024	3	1663	7061514	Micro Business Development Program	18C	LMC	\$20,496.66
2024	3	1663	7066148	Micro Business Development Program	18C	LMC	\$6,941.72
2024	3	1665	6970080	Microenterprise Technical Assistance	18C	LMCMC	\$3,608.74
2024	3	1665	6977296	Microenterprise Technical Assistance	18C	LMCMC	\$4,749.11
2024	3	1665	6996212	Microenterprise Technical Assistance	18C	LMCMC	\$3,799.07
2024	3	1665	7011103	Microenterprise Technical Assistance	18C	LMCMC	\$3,418.81
2024	3	1665	7011622	Microenterprise Technical Assistance	18C	LMCMC	\$2,276.61
2024	3	1665	7011682	Microenterprise Technical Assistance	18C	LMCMC	\$3,604.64
2024	3	1665	7014412	Microenterprise Technical Assistance	18C	LMCMC	\$3,641.07
2024	3	1665	7061514	Microenterprise Technical Assistance	18C	LMCMC	\$7,731.19
Total					18C	Matrix Code	\$207,946.87
							\$1,016,382.72

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2023	4	1649	6937365	No	Housing First Services in Chittenden County	B23MC500001	EN	03T	LMC	\$7,308.60
2023	4	1655	6996212	Yes	Champlain Inn Services & Management	B19MC500001	EN	03T	LMC	\$50,691.62
2023	4	1655	7061514	Yes	Champlain Inn Services & Management	B19MC500001	EN	03T	LMC	\$5,733.02
2023	4	1655	7066148	Yes	Champlain Inn Services & Management	B19MC500001	EN	03T	LMC	\$31,832.06
2024	4	1666	6996212	No	Housing First Services in Chittenden County	B24MC500001	EN	03T	LMC	\$5,596.00
2024	4	1666	7003695	No	Housing First Services in Chittenden County	B24MC500001	EN	03T	LMC	\$7,521.13
2024	4	1666	7061514	No	Housing First Services in Chittenden County	B24MC500001	EN	03T	LMC	\$7,757.00
2024	4	1666	7066148	No	Housing First Services in Chittenden County	B24MC500001	EN	03T	LMC	\$4,125.87
								03T	Matrix Code	\$120,565.30
2023	4	1653	6937365	No	VCJR Re-Entry and Recovery Center with Contingency Management	B23MC500001	EN	05F	LMC	\$5,000.00
2024	4	1667	6996212	No	VCJR Re-Entry and Recovery Center with Contingency Management	B24MC500001	EN	05F	LMC	\$5,000.00
2024	4	1667	7003695	No	VCJR Re-Entry and Recovery Center with Contingency Management	B24MC500001	EN	05F	LMC	\$5,000.00
2024	4	1667	7061514	No	VCJR Re-Entry and Recovery Center with Contingency Management	B24MC500001	EN	05F	LMC	\$5,000.00
2024	4	1667	7066148	No	VCJR Re-Entry and Recovery Center with Contingency Management	B24MC500001	EN	05F	LMC	\$5,000.00
								05F	Matrix Code	\$25,000.00
2023	4	1654	6937365	No	Safe Tonight	B23MC500001	EN	05G	LMC	\$4,539.60
2024	4	1668	6996212	No	Safe Tonight	B24MC500001	EN	05G	LMC	\$5,176.88
2024	4	1668	7014412	No	Safe Tonight	B24MC500001	EN	05G	LMC	\$4,599.14
2024	4	1668	7061514	No	Safe Tonight	B24MC500001	EN	05G	LMC	\$4,066.50
2024	4	1668	7066148	No	Safe Tonight	B24MC500001	EN	05G	LMC	\$11,157.48
								05G	Matrix Code	\$29,539.60
2023	4	1638	6937292	Yes	PCA Plus Program	B20MC500001	EN	05H	LMC	\$600.00
2023	4	1638	6970080	Yes	PCA Plus Program	B20MC500001	EN	05H	LMC	\$3,754.55
2023	4	1638	6977296	Yes	PCA Plus Program	B20MC500001	EN	05H	LMC	\$29.54
2023	4	1651	6937365	No	ReSOURCE Construction Trades Training	B23MC500001	EN	05H	LMC	\$6,275.86
2024	4	1671	7011682	Yes	Personal Care Assistant (PCA) Plus Workforce Training Program	B20MC500001	EN	05H	LMC	\$641.98
2024	4	1671	7014412	Yes	Personal Care Assistant (PCA) Plus Workforce Training Program	B20MC500001	EN	05H	LMC	\$1,587.16
2024	4	1671	7061514	Yes	Personal Care Assistant (PCA) Plus Workforce Training Program	B20MC500001	EN	05H	LMC	\$8,390.91
2024	4	1671	7066148	Yes	Personal Care Assistant (PCA) Plus Workforce Training Program	B20MC500001	EN	05H	LMC	\$3,720.42
								05H	Matrix Code	\$25,000.42
2023	4	1652	6937365	No	Lund's Early Childhood Education Program	B23MC500001	EN	05L	LMC	\$2,516.00
								05L	Matrix Code	\$2,516.00
2023	4	1650	6937365	No	Volunteer Income Tax Assistance Program (VITA)	B23MC500001	EN	05Z	LMC	\$5,759.86
2024	4	1669	7003695	No	Volunteer Income Tax Assistance Program (VITA)	B24MC500001	EN	05Z	LMC	\$4,099.11
2024	4	1669	7061514	No	Volunteer Income Tax Assistance Program (VITA)	B24MC500001	EN	05Z	LMC	\$10,900.89
2024	4	1670	6996212	No	Lund's Residential and Community Treatment Services	B24MC500001	EN	05Z	LMC	\$6,222.50
2024	4	1670	7014412	No	Lund's Residential and Community Treatment Services	B24MC500001	EN	05Z	LMC	\$6,222.50
2024	4	1670	7061514	No	Lund's Residential and Community Treatment Services	B24MC500001	EN	05Z	LMC	\$6,222.50

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2024	4	1670	7066148	No	Lund's Residential and Community Treatment Services	B24MC500001	EN	05Z	LMC	\$6,222.50
								05Z	Matrix Code	\$45,649.86
				No	Activity to prevent, prepare for, and respond to Coronavirus					\$141,289.92
				Yes	Activity to prevent, prepare for, and respond to Coronavirus					\$106,981.26
Total										\$248,271.18

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2024	5	1659	6949262	Admin and Planning	21A		\$9,242.45
2024	5	1659	6960897	Admin and Planning	21A		\$13,082.67
2024	5	1659	6970080	Admin and Planning	21A		\$12,555.99
2024	5	1659	6977296	Admin and Planning	21A		\$14,289.50
2024	5	1659	6996212	Admin and Planning	21A		\$12,741.77
2024	5	1659	7011103	Admin and Planning	21A		\$10,827.35
2024	5	1659	7011622	Admin and Planning	21A		\$12,441.64
2024	5	1659	7011682	Admin and Planning	21A		\$9,061.34
2024	5	1659	7014412	Admin and Planning	21A		\$11,456.67
2024	5	1659	7039042	Admin and Planning	21A		\$11,340.08
2024	5	1659	7061514	Admin and Planning	21A		\$24,230.34
2024	5	1659	7066630	Admin and Planning	21A		\$2,192.15
					21A	Matrix Code	\$143,461.95
Total							\$143,461.95

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: CEDO Submitter: Bethany Whitlock
Title/Subject: Consolidated Annual Performance and Evaluation Report (CAPER) memo and materials

Approval Requested: Meeting Date:
☐ Board of Finance Click or tap to enter a date.
☒ City Council 9/24/2025
☐ 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	9/19/2025	Kara Alnasrawi
Mayor's Office	Yes	9/24/2025	Erin Jacobsen
Board/Commission	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	9/22/2025	Emmett Wood; just the memo – no contract or legal documents
City Attorney's Office for memo and motion(s) or resolution(s)	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	9/23/2025	Katherine Schad
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.



To: Burlington City Council
From: Kara Alnasrawi, Director, CEDO
CC: Will Clavelle, Assistant Director, Business Development, CEDO
Johanna Schneider, Small Business Support Specialist, CEDO

Re: City staff appointment to the Intervale Center Board

Background:

On October 27, 2006 the City of Burlington entered into a memorandum of agreement (MOA) with the Intervale Center (IC) that laid out the intent to sell 199 acres of City property to the non-profit while retaining 1% ownership. This purchase and sale agreement was executed on June 19, 2007.

Amongst the terms of the MOA between the two entities was a stipulation that the Burlington City Council may select a member of the Intervale Center Board. This term is referenced in the attached Summary of Intervale Purchase and Sale Agreement and Memorandum Agreement.

The City Council-appointed board position has historically been held by an employee of the Community and Economic Development Office (CEDO). However, as of May 2025, the board seat is currently vacant.

Recommendation:

The CEDO Director recommends the appointment of Johanna Schneider, CEDO Small Business Support Specialist, to the Intervale Center Board. Johanna's work supporting Burlington's small businesses aligns closely with the Intervale Center's programs to support Intervale farm businesses. For the past year, she has been collaborating closely with IC staff on a needs assessment for farm and food businesses. Johanna's knowledge of the Intervale Center, experience working with the IC team, and mandate to support small businesses, including Burlington's farm businesses, will make her a valuable member of the Intervale Center Board.

The Director of the Intervale Center, as well as a representative of the IC board, has interviewed Johanna for the board position and is in full support of this appointment.

Additional Documents

Summary of Intervale Purchase and Sale Agreement and Memorandum Agreement

City Council Motion:

To approve the appointment of Johanna Schneider, CEDO Small Business Support Specialist, to serve as a member of the Intervale Center Board.

Summary of Intervale Purchase and Sale Agreement and Memorandum of Agreement

Description of Property

The property consists of 199 acres comprised of two parcels: 179 acres of land and buildings located adjacent to Intervale Road (known as the Intervale Parcel) and a 20-acre non-contiguous parcel located easterly of North Avenue and bounded on the east by Vermont Route 127 (known as the Beltline Parcel).

Purchase Price

Two Hundred Thousand Dollars (\$200,000.00).

Closing Contingencies

- The approval and receipt of a grant or grants totaling not less than \$200,000.00 from the Vermont Housing and Conservation Board (VHCB).
- Buyer is satisfied with any environmental inspection of the Property.
- Buyer is acquiring the Property in its present “as is” condition.

City Retains Partial Ownership

City agrees to sell to Intervale Center (IC) an undivided 99% interest in the Property. The remaining 1% interest in the Property shall be retained by the City’s Department of Parks and Recreation. City’s goals in retaining a small interest are to assure that IC engages in uses of or improvements to the Property which are reasonably appropriate to support IC’s mission to develop farm- and land-based enterprises that generate economic and social opportunity while protecting natural resources.

Land Transfer

In the event IC decides to sell the property or the dissolution of IC, the City will have the first opportunity to take title to the property. If the City does not avail itself of the opportunity to take title, City must approve land transfer, which shall not be unreasonably denied and shall show cause for disapproval.

Community Gardens

There will be a perpetual easement for current community garden area, with the City retaining ownership of the improvements. The City may add new improvements subject to approval by the IC (which shall not unreasonably withhold approval). There will be the ability to expand community garden area if use expands beyond capacity of current area, subject to approval of IC (which shall not unreasonably withhold approval).

Farmland Easement and Management Plan

IC and the City will execute a perpetual farmland conservation easement. In addition, every ten years, IC will develop a management plan for the Property identifying the uses of and proposed improvements to the Property. The plan will fulfill the requirements set forth in the Farmland Easement, and will be submitted to the City for its approval. IC agrees that the uses of and proposed improvements to the Property shall comply with the City-approved management plans.

The process for City approval will be as follows: IC will work with appropriate City staff in the early stages of the development of the Management Plan. The Plan will be submitted to the City's Conservation Board prior to the submission to the City Council for their review and comment. The Plan will be made available to the public 15 days prior to presentation to the City Council. IC will present the Plan to the City Council and questions and comments from the Council, City staff, the Conservation Board and the public will be provided to the IC immediately thereafter. IC will provide responses to the questions and comments to the City Council within 30 days and the City Council shall then expeditiously determine whether to approve the Plan.

The Management Plan will include but not necessarily be limited to: a map of the property; property description and purposes of conservation; proposed land uses; plans for public access and interactions with the public; plans for dealing with problems (trash, prohibited uses, motorized vehicles, off trail uses); existing and proposed improvements, structures, infrastructure, and trails (kiosks, platforms, boardwalks, recreation structures, etc); gates and boundary marking and/or posting, parking areas and access - both existing and proposed; managing natural resources - vegetation, water ways, ponds, natural communities etc.

Clean Fill Storage

The City will seek alternative locations, both on the Property and other sites in Burlington, for the temporary storage of clean fill. If an off-site location is not identified, the City shall have the right to continue to utilize the current on-site.

BED

- IC will provide BED access to well #1 used for back-up cooling for the McNeil electric generating plant to which BED currently has access.
- Property shall be conveyed subject to restriction on IC agreeing to not contest, dispute or protest McNeil activity by virtue of their ownership of this property.
- IC will provide BED the right to lease back 4+/- acres adjacent to the existing waste wood lot to expand the wood depot for wood storage.
- IC will provide BED a fifty (50') foot wide utility corridor easement over the Property in a location to be mutually agreed-to by the parties prior to Closing.

Taxes

BED and IC will pro rate taxes at closing based on the Payment In Lieu of Taxes (PILOT) liability of BED for the fiscal year 2007. Upon sale, the land will be fully taxable. IC has right to contest valuation of Property, with determination by Board of Civil Authority being final.

Miscellaneous Items

- The IC will maintain public access to Intervale Road and foot and bike paths (allow reasonable protective measures for safety, security and environmental protection).
- City and IC agree that City Council may select one member of IC Board.
- IC agrees to participate in Archeological assessment and protection of historic sites in the development of the property.

September 11, 2006

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: CEDO Submitter: Johanna Schneider

Title/Subject: City staff appointment to the Intervale Center Board

Approval Requested:

☐ Board of Finance

☒ City Council

☐ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

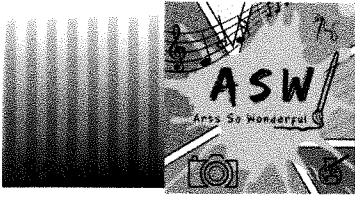
9/29/2025

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	9/18/2025	Kara Alnasrawi
Mayor's Office	Yes	9/22/2025	Erin Jacobsen
Board/Commission	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	9/22/2025	Emmett Wood
CAO for budget, financing, and memo	N/A	Click or tap to enter a date.	Click or tap here to enter text.
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.



September 7, 2025

To: Burlington Vermont City Council
ATTN: Becca Brown McKnight

From Arts So Wonderful
ATTN: Bruce Wilson
242 College Street
Burlington Vermont
05401 UNIT D

Dear Becca,

Thank you for helping us to complete Thorsen Way with graffiti removal and 5 Murals. Please make check payable to Arts So Wonderful \$3125. We will use these funds to help pay for supplies, graffiti removal, Muralist for 5 Murals at Thorsen Way.

Thank you.

Bruce Wilson

Arts So Wonderful

242 College Street

UNIT D

Burlington VT 05401

802 304 37775

www.ArtsSoWonderdful.com

@artssowonderful.com

www.peg.tv.com Rutland Channel 1

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

Lori Olberg

From: Chittenden County Regional Planning Commission <evaughn-ccrpcvt.org@shared1.ccsend.com>
Sent: Thursday, September 4, 2025 4:22 PM
To: Lori Olberg
Subject: September Newsletter

FOR INFORMATION ONLY
 2025-09-04 16:44:00
 OPENED BY CITY CLERK

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

CCRPC Regional Notes | September 2025

Good afternoon,

As summer winds down and students are back at school, we hope you're taking some time to enjoy the cooler temperatures and change of seasons. At CCRPC, we're settling into our fall routines: preparing annual reports and scheduling visits to each of our member municipality's selectboard or city council to provide updates on our work, engaging in many projects within our communities, and, this year, continuing to work on the 2026 ECOS Regional Plan and Future Land Use map, which will be released for another round of public engagement soon. Throughout this newsletter, you'll find many regional and statewide event opportunities, project updates, and news.

We'd like to direct your attention to an excellent event coming up next month: **CATMA's fourth annual Transportation Summit**, taking place on Tuesday, October 14, 2025 at the UVM Davis Center in Burlington. Registration is open through September 30. Learn more and register [here](#).

CATMA's 2025 Transportation Summit will focus on advancing transportation in housing and economic growth. Together, attendees will explore how collaborative sustainable mobility solutions can drive housing and economic development. Join local, regional and state leaders, peers, industry experts, policy makers and community members to explore how sustainable transportation shapes housing, the economy, and Vermont's future.

Please register and plan to attend this excellent event on October 14!

Wishing you a safe, healthy, and enjoyable end of summer.

Best regards,

Charlie Baker
 Executive Director, CCRPC

TRANSLATION

The CCRPC newsletter can be translated into many languages using Google Translate. Visit the [newsletter webpage](#) for more information.

QUICK LINKS

[CCRPC Website »](#)

[CCRPC Calendar »](#)

[Cultural and Religious Days of Significance Calendar »](#)

[CCRPC Traffic Alert Program »](#)

[Vermont League of Cities & Towns Resources »](#)

[Vermont Open Meeting Law Updates and FAQ »](#)

CALENDAR

Please Note: All meetings are hybrid unless otherwise specified. Information needed to join remotely is included in every meeting agenda, which is posted in advance to each committee webpage.

Find all CCRPC committee webpages [here](#).

SEPTEMBER

25 SEP 8 AM 8:35

Lori Olberg

From: VLCT <info@vlct.org>
Sent: Monday, September 8, 2025 7:38 AM
To: Lori Olberg
Subject: TF25 Keynote: Strategies and Skills for Bridging Political and Cultural Divides

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

FOR INFORMATION ONLY



Strategies and Skills for Bridging Political and Cultural Divides

Tami Pyfer | Co-Creator of The Dignity Index

As tensions rise across the country, local government leaders are increasingly on the front lines of navigating political and cultural divides. In this timely and inspiring keynote, Tami Pyfer – former city council member, state school board member, and senior advisor to Utah's governor – will share how dignity can be a powerful tool to help leaders ease divisions and solve problems in our communities and our country.

With insight and deep experience in both policy and community leadership, Tami will explore how embracing dignity in our discourse can help build communities that are stronger, more connected, and more resilient.

REGISTER

Pricing

Standard Registration: **\$119**
Online Registration Deadline: **Friday, 9/26**



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

September 3, 2025

SEP 3 12:58

TO: Recipients Entitled to Advance Notice under Vermont Public Utility Commission Rule 5.402

RE: University of Vermont's Proposed Battery Energy Storage Project in Burlington, VT -
45-Day Notice of §248(j) Petition to be filed with Vermont Public Utility Commission

Dear Persons and Entities Entitled to Notice:

Pursuant to 30 V.S.A. § 248(f) and (u) and Public Utility Commission Rule 5.402(A), the University of Vermont and State Agricultural College ("UVM") hereby submits pre-application notice concerning its proposed addition of a 125 kW battery electric storage project to the site of an existing solar generation test facility in Burlington, Vermont. UVM is preparing to file an application for a Certificate of Public Good ("CPG") with the Vermont Public Utility Commission ("PUC" or "Commission") under 30 V.S.A. § 248(j), requesting approval to install the battery energy storage system ("BESS" or "Project"). The Project will serve as an educational test facility for UVM and is supported by a grant from the U.S. Department of Education.

This 45-day notice letter briefly describes UVM's plans for the Project, including (1) plans for construction and operation; (2) preliminary assessment of aesthetic and environmental impacts; (4) the expected date a Section 248(j) petition will be filed with the PUC; and (5) the rights of the local and regional planning commissions to comment on the Project plans in accordance with PUC Rule 5.402(A). A Location Map and Preliminary Site Layout are provided with this letter in *Attachment A*.

I. Project Description and Construction Plans

The Project will have a very small footprint and will be located within the fence line of an existing 50 kW test solar facility owned by UVM near the Joseph C. McNeil Generating Station off Intervale Road in Burlington. The Project will consist of one 110kWh battery unit, Isolation Transformer, a switchgear, and a 125kW inverter unit, and HVAC equipment, all located on an approximately 6-foot x 12-foot concrete pad. See *Attachment A*. The Project is being located adjacent to the solar equipment for purposes of locational efficiency in using a previously disturbed site that UVM is already occupying for studying renewable energy generation, but the Project will be separately interconnected and studied from the solar facility. For this reason, UVM is seeking an individual permit for the BESS.



Lori Olberg

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Monday, September 8, 2025 5:14 PM
To: burlingtontownclerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

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

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

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

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

Regards,
ENB Support
Vermont Agency of Natural Resources

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status
Air Pollution Control Title V 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	The public comment period for this activity has been extended. Please visit the ENB to review the new comment period.	2025-09-08	Draft Decision - Public Comment Period

Lori Olberg

From: Act250.Essex@vermont.gov
Sent: Tuesday, September 9, 2025 11:35 AM
To: Martin Lee; jacob.shactman@wright-pierce.com; Martin Lee; Halle.Harklau@vermont.gov; 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; Stephanie.Monaghan@vermont.gov
Subject: JO 4-476 Jurisdictional Opinion -- 53 Lavalley Lane / 1 Maple Street
Attachments: JO 4-476.pdf

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

Hello,

Please see attached Jurisdictional Opinion.

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

25 SEP 9 PM 1:31

From: Brackin, Stephanie <Stephanie.Brackin@vermont.gov>
Sent: Tuesday, September 9, 2025 1:11 PM
Subject: USFS / FPR Press Release: Forest Agencies Urge Caution with Campfires

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

Forest Agencies Urge Caution with Campfires

Release Date: September 9th, 2025

Contact Information: Public Affairs Officer: Ethan M. Ready (802) 747-6760 ethan.ready@usda.gov

Secondary Contact: Forest Protection Program Manager: Kathy Decker (802) 473-0007 Kathy.Decker@vermont.gov

MENDON, VT (September 9, 2025) The U.S. Forest Service and the Vermont Department of Forests, Parks and Recreation are urging the public to be extremely careful with all types of outdoor fires. Fire danger conditions and fuels are significantly elevated, with most of the state being under moderate or severe drought. Though daily fire danger ratings may fluctuate, the overall situation is significantly elevated beyond what is typical for the area at this time of year.

The State and Federal agencies are working together to educate local and visiting forest users in hopes of reducing potential wildfire risk. Elevated wildfire conditions are expected to continue through the month of September and may persist through October. With the fall foliage season just around the corner the agencies are expecting increased visitation in the coming weeks and encourage situational awareness and for people to report all unattended fires by calling 911.

In recent weeks fire officials have been patrolling campsites and other recreation areas and are concerned with what they have found. Local fire resources have responded to at least 13 wildfires since August 1. In addition, firefighters have responded to dozens of abandoned campfires that were left burning after campers departed. People often think that a fire has been extinguished, but the hot embers deep in the ash bed can smolder for hours, days or even weeks if not properly extinguished.

Due to high fire danger and extended drought conditions campers are discouraged from having campfires outside of established campgrounds, including dispersed campsites and backcountry trail campsites. If you feel strongly that you must have a campfire, please keep them smaller and be extremely diligent when extinguishing them. Campers should always pour water on their campfires, stir any remaining coals thoroughly and make sure that the fire is cool to the touch before leaving it.

Over the next week, warm and dry conditions continue to be projected in the forecast. Warm afternoon temperatures, low relative humidity and gusty, dry winds encourage the spread of wildfire. Many people believe that lightning starts most wildfires. In fact, nine out of ten wildfires nationwide are started by humans.

Some helpful wildfire prevention tips include:

Lori Olberg

From: Blondin, Cindy <Cindy.Blondin@vermont.gov>
Sent: Friday, September 12, 2025 11:46 AM
To: Blondin, Cindy; Kroll, AnnKarlene
Subject: Seeking Comment on 2025 Consolidated Annual Performance and Evaluation Report (CAPER) for FY24 Program Year to HUD
Attachments: 2025 CAPER Newspaper Notice.doc

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NO UNCLASSIFIED
NO UNCLASSIFIED

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

Dear Town Clerks,

FOR OFFICIAL USE ONLY

Each year the State of Vermont - Agency of Commerce and Community Development, Agency of Human Services and Vermont Housing and Conservation Board receives funding for HUD programs through the Consolidated Plan or Annual Plan update process which identifies priorities based on needs from the housing needs assessment, market analysis, citizen and stakeholder input. At the end of the program year the state is required to report on the performance outcomes outlined from those plans in their Consolidated Annual Performance and Evaluation Report (CAPER). We have completed our FY24 Program Year DRAFT CAPER which includes the outcomes for the following programs:

- Community Development Block Grant (CDBG)
- HOME Investment Partnership Program (HOME)
- Housing Trust Fund (HTF)
- Emergency Solutions Grant Program (ESG); and
- Community Development Block Grant CARES Act (CDBG-CV)
- Emergency Solutions Grant Program CARES Act (ESG-CV).

As a representative for a unit of general local government, please share the attached notice with your selectboard, local residents including minorities, non-English speaking persons and people with disabilities population in your community. We are seeking comments by September 29, 2025, as indicated in the notice.

Cindy Blondin | Grants Management Analyst
Agency of Commerce and Community Development
Department of Housing and Community Development
Vermont Community Development Program
One National Life Drive
Deane C. Davis Building, 6th Floor
Montpelier, VT 05620-0501
802-828-5219

Website: accd.vermont.gov/community-development/funding-incentives/vcdp
GEARS (Tree banner FY24 and prior year Grants & Environmental Reviews): egrants.vermont.gov
NEW GEARS (Boat banner FY25 Grants & Environmental Reviews): grants.vermont.gov

Lori Olberg

25 SEP 15 4:10

From: Stroik, Noelle <Noelle.Stroik@vermont.gov>
Sent: Friday, September 12, 2025 1:39 PM
To: David McQuade
Cc: burlingtontownclerk; William Ward; Johnson-Terk, Denise; Jeremy Roberts
Subject: Initial Release Notification Letter for Champlain Farms Shell
Attachments: 2025.09.12.IRL Letter.pdf

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

Good afternoon.

FOR INFORMATION ONLY

Attached is the Initial Release Notification Letter for the Champlain Farms Shell located at 219 Main Street, Burlington, Vermont. Please let me know if you have any questions.

Thanks,

Noelle Stroik | Environmental Analyst
Vermont Agency of Natural Resources
1 National Life Dr, Davis 1, Montpelier, VT 05620-3704
802-522-4627 | noelle.stroik@vermont.gov
anr.vermont.gov

Lori Olberg

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Monday, September 15, 2025 5:11 PM
To: burlingtontownclerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

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

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

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

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

Regards,
 ENB Support
 Vermont Agency of Natural Resources

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status
Federal Pretreatment Individual Permit	Rhino Foods, Inc.	3-1585.2408	Rhino Foods, Inc.	Burlington	A final action for this activity has been reached and may be reviewed by visiting the ENB. The appeal period is open for 30 days following the final decision date.	2025-09-15	Final Decision Reached - Appeal Period
Flood Hazard Area and River Corridor General Permit- Authorization	Accessory Structure	FP-8-0039-2025-GP	Intervale Center	BURLINGTON	The administrative record set for this activity has been modified. Please visit the ENB to view the activity profile.	2025-09-15	Draft Decision - Public Comment Period

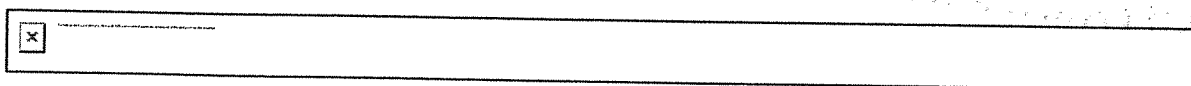
Lori Olberg

From: VLCT <info@vlct.org>
Sent: Wednesday, September 17, 2025 8:05 AM
To: Lori Olberg
Subject: Don't Miss Out on Town Fair 2025

For a complete list of training sessions,
visit the VLCT website at
www.vlct.org

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

FOR OFFICIAL USE ONLY



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.

REGISTER

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.

Pricing

 Outlook

City of Burlington
Burlington, VT 05401
Contact the City Clerk's Office

12 Day Countdown

'25 SEP 18 PM 3:28

From Emily, Vermont Women's Fund <emily@vermontwomensfund.ccsend.com>

Date Thu 9/18/2025 3:21 PM

To burlingtontownclerk <burlingtontownclerk@burlingtonvt.gov>

FOR INFORMATION ONLY

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

Hello,

The countdown is on for our biggest event of the year! More than a celebration, this is a powerful night dedicated to forging connections and building a stronger future for women and girls in Vermont.

The Women's Fund Annual Celebration on September 30th closes a series of women-centered events across the state, starting with the Women's Economic Opportunity Conference (9/.27 in Randolph), VCET's Female Founders 10th Anniversary (9/29 in Burlington), and the Women Business Owners' Network (9/30 in Burlington, discount code below).

Don't miss these opportunities to be part of a community that is truly empowering change. Find all of the details below, or [click to our ticket page now](#) to save your seats.

Onward,

Emily Bush, Director

PS: You are welcome to share this invitation with your colleagues and team to celebrate with the Women's Fund.

Join the celebration

Tuesday, September 30

4:30 lobby doors open

5:30 show begins

The Flynn Center, 153 Main Street,
Burlington, VT

Re: 4C0122-12 Hearing Recess Order

From John Summa <heterodoxguy@gmail.com>

Date Mon 9/22/2025 4:22 PM

To Act250.Essex@vermont.gov <Act250.Essex@vermont.gov>

Cc David Mullin <dmullin@vermonthabitat.org>; Kinnick, Christopher <Christopher.Kinnick@vermont.gov>; astout@legvt.com <astout@legvt.com>; Benjamin Traverse <btraverse@burlingtonvt.gov>; Andrew Montroll <amontroll@burlingtonvt.gov>; permitting@ccrpcvt.org <permitting@ccrpcvt.org>; burlingtontownclerk <burlingtontownclerk@burlingtonvt.gov>; Sarah Montgomery <smontgomery@burlingtonvt.gov>; Lori Olberg <lolberg@burlingtonvt.gov>; anr.act250@vermont.gov <anr.act250@vermont.gov>; barry.murphy@vermont.gov <barry.murphy@vermont.gov>; PSD.VTDPS@vermont.gov <PSD.VTDPS@vermont.gov>; AOT.Act250@vermont.gov <AOT.Act250@vermont.gov>; AGR.Act250@vermont.gov <AGR.Act250@vermont.gov>; ACCD.ProjectReview@vermont.gov <ACCD.ProjectReview@vermont.gov>; Monaghan, Stephanie <Stephanie.Monaghan@vermont.gov>

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

Pursuant to your HRO of August 29, 2025, I submit the following:

1. Enhanced plan for stormwater runoff.
2. Arborist docs (would like to request a 2-day extension for these docs).

Enhanced plan

1. As the attached video file shows, stormwater is and has been channeled to our property and is doing damage (see video link below).

[runoff zone 72 Temple.mp4](#)

- a. The stormwater depicted in the video should be addressed by redirecting water to the driveway of 72 Temple, to their drainage system there.
- b. Because other stormwater threats exist along the driveway wall built up along our West side property line (stormwater has nowhere to go but directly to our property given the steep slope of ~ 60 degrees at most relevant sections), there needs to be more done to remediate this.
- c. This area was supposed to be a tree buffer zone but it was eliminated in violation of the city's tree clearing permit.

 Outlook

For more information, please
contact the City Clerk's Office

FPR Press Release: Vermont Issues Statewide Ban on Debris Burning

From Brackin, Stephanie <Stephanie.Brackin@vermont.gov>

Date Mon 9/22/2025 9:30 AM

FOR INFORMATION ONLY

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

PRESS RELEASE

For Immediate Release – September 22, 2025

Contact:

Kathy Decker, Forest Protection Program Manager
Department of Forests, Parks and Recreation
kathy.decker@vermont.gov, 802-473-0007

25 SEP 23 09:21

Vermont Issues Statewide Ban on Debris Burning *No Burning Permits Shall Be Issued*

Montpelier, Vt. - The Vermont Department of Forests, Parks and Recreation (FPR) has issued an order for all Town Forest Fire Wardens to cease issuing burning permits from noon on September 22, 2025, until this order is revoked. This order may be revoked on a statewide basis or on a county-by-county basis, depending upon the fire danger and weather conditions.

Abnormally dry summer conditions have persisted throughout Vermont and the Northeast. The US Drought Monitor reports 78% of Vermont is experiencing severe drought. Neighboring states are also in similar drought conditions, with 73% of New Hampshire experiencing severe drought, 23% of which is in extreme drought.

"Persistent dry conditions coupled with dry falling leaves create a high risk for rapid fire spread," said Dan Dillner, Forest Fire Supervisor. "With ground water deficits, fires will burn into the soil, consuming dried organic matter as fuel. These fires require considerable resources to contain and extinguish."

"Falling leaves are providing abundant dried fuels," said FPR Commissioner Danielle Fitzko. "Many towns have proactively imposed burning restrictions, and we are working with our local and regional partners to raise awareness and increase preparedness." The current fire danger forecast and further information on fire safety and prevention are available on the FPR website.

###

This institution is an equal opportunity provider. To file a discrimination complaint, for questions, free language services, or requests for reasonable accommodations, please contact ANR's Nondiscrimination Coordinator at ANR.CivilRights@vermont.gov or visit [ANR's online Notice of Nondiscrimination](#).

Lori Olberg

From: Act250.Essex@vermont.gov
Sent: Tuesday, September 23, 2025 12:37 PM
To: dmullin@vermonthabitat.org; dmullin@vermonthabitat.org;
dmullin@vermonthabitat.org; Christopher.Kinnick@vermont.gov; astout@legvt.com;
heterodoxguy@gmail.com; Act250.Agenda@vermont.gov; Benjamin Traverse; Andrew
Montroll; permitting@ccrpcvt.org; Act250.Essex@vermont.gov; burlingtontownclerk;
Sarah Montgomery; Lori Olberg; James.eikenberry@usda.gov; info@winooskinrcd.org;
john.gobeille@vermont.gov; toni.mikula@vermont.gov;
josh.castonguay@greenmountainpower.com; efficiency@vermontgas.com;
pics@veic.org; anr.act250@vermont.gov; barry.murphy@vermont.gov;
PSD.VTDPs@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov;
ACCD.ProjectReview@vermont.gov; Stephanie.Monaghan@vermont.gov
Subject: 4C0122-12 New Exhibits Added

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

Hello,

Exhibits 017–031 have been added to the Act 250 database. File of Record:
<https://anrweb.vt.gov/ANR/Act250/Details.aspx?Num=4C0122-12>

To access the exhibits, scroll down on page, hit "document" on top of the table, and that will sequentially order the exhibits. Alternatively - scroll down, above the table is a search bar, enter an exhibit number, e.g. "017", hit search, and it will filter to the document.

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 News <info@vlct.org>
Sent: Tuesday, September 23, 2025 4:17 PM
To: Lori Olberg
Subject: Listers Track, Health Plan Rates, Finance Flexibility, Grants, and more

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

[News](#)

[Resources](#)

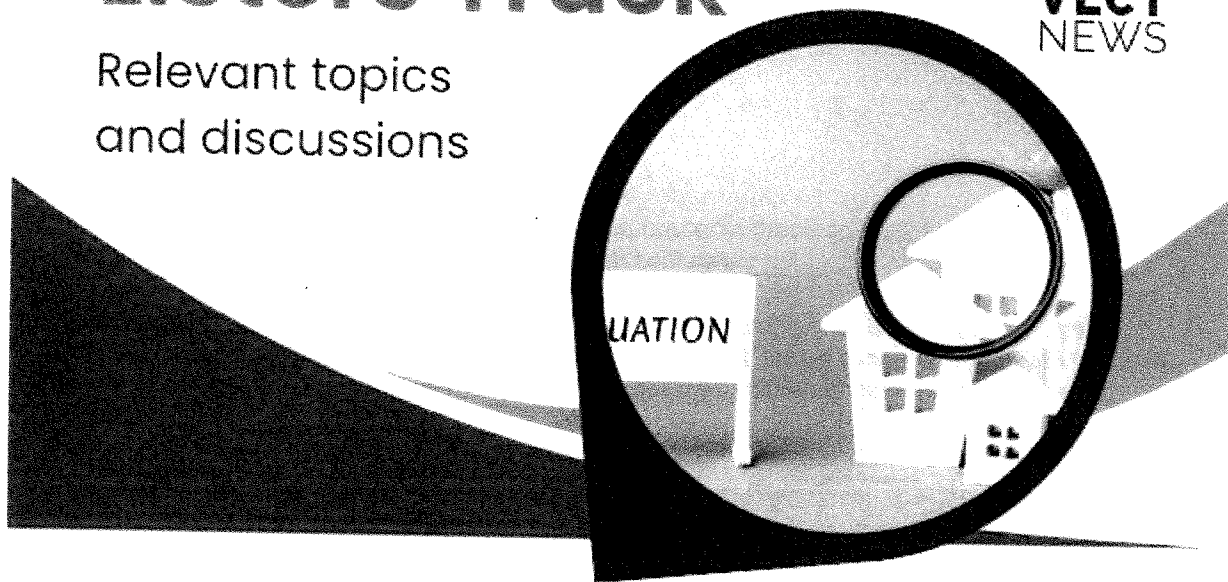
[Events](#)

[Advocacy](#)

[Jobs](#)

At Town Fair '25 Listers Track

Relevant topics
and discussions



Listers and assessors who attend Town Fair can get energized with a productivity workshop, explore the future of assessing, and connect with the Vermont Department of Taxes.

Announcements & Updates

Has Your Municipality Applied for Its PACIF Grant This Year?

Funds are still available for 2025! Ask all of your questions and submit your complete application well before 10/31.

Small Groups: Find Plan-Level 2026 Health Insurance Rates!

Both of Vermont's health insurance carriers recently released their rates for these specific plans.

25 SEP 24 PM 8:22

Lori Olberg

From: John Summa <heterodoxguy@gmail.com>
Sent: Wednesday, September 24, 2025 3:10 PM
To: Monaghan, Stephanie
Cc: Act250 - Essex; David Mullin; Kinnick, Christopher; astout@legvt.com; Benjamin Traversè; Andrew Montroll; permitting@ccrpcvt.org; burlingtontownclerk; Sarah Montgomery; Lori Olberg; ANR - Act 250; Murphy, Barry; PSD - VTDPs; AOT - Act 250; AGR - Act 250; ACCD - Project Review
Subject: Re: 4C0122-12 Hearing Recess Order

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

Re 72 Temple project property damage to 3 Rockland St, please see one attached certified arborist estimate/comments.

Sincerely,

John Summa

FOR OFFICIAL USE ONLY

PS, A second arborist, Bill Devos of Tree Works, will be visiting the Temple St project again and updating his assessment. He first visited before the driveway was completed and this needs to be addressed. But he hasn't been able to get out here yet. I plan to submit this update as soon as possible.

 3 Rockland St Updated Proposal.pdf

On Wed, Sep 24, 2025, 11:16 AM Monaghan, Stephanie <Stephanie.Monaghan@vermont.gov> wrote:

John –

A 2-day extension for the arborist documents is fine.

Thank you,

Stephanie H. Monaghan | District Coordinator

Land Use Review Board

District 4 Environmental Commission

175 SEP 25 AM 9:34

Lori Olberg

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Wednesday, September 24, 2025 5:16 PM
To: burlingtontownclerk
Subject: Vermont Environmental Notice Bulletin Stakeholder Update by Location

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

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

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

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

Regards,
ENB Support
Vermont Agency of Natural Resources

New Activities

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Status
Wastewater Discharge Individual Permit	Burlington Electric Dept	3-1219.2509	Burlington Electric Dept	Burlington	In Review

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status
Wastewater Discharge Individual Permit	Burlington Electric Dept	3-1219.2509	Burlington Electric Dept	Burlington	The administrative record set for this activity has been modified. Please visit the ENB to view the activity profile.	2025-09-24	In Review

Resolution Relating to

RE-APPOINTMENT OF DR. SPENCER BLACKMAN TO
THE CITY OF BURLINGTON’S BOARD OF MEDICAL
EXAMINERS

RESOLUTION_____

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

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty Five

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

That WHEREAS, the City and Code of Ordinance Section 24-59, Designation of Medical examiners,
explains that the City Council shall appoint members to the Board of Medical Examiners; and
WHEREAS, Dr. Spencer Blackman has agreed to and is qualified to serve as Medical Examiner; and
WHEREAS, the Interim Human Resource Director recommends re-appointing Dr. Spencer Blackman
to the City of Burlington Board of Medical Examiners for a two-year term expiring on September 30, 2027;
NOW, THEREFORE, BE IT RESOLVED that the City Council hereby appoints Dr. Spencer
Blackman to the City of Burlington Board of Medical Examiners. This appointment is effective September 30,
2025 and expires on September 30, 2027.

LR/HR/Resolution 2025/Appointment of Dr. Spencer Blackman to the City of Burlington’s Board of Medical Examiners
09.29.25

To: City Council
From: Lynn Reagan, Interim Director of Human Resources
Sponsor: Councilor Sarah Carpenter, Ward 4
Date: September 19, 2025
RE: Designation of Medical Examiner



The City of Burlington Code of Ordinance Section #24-59, Designation of Medical Examiners, explains that the City Council shall appoint members of the Board of Medical Examiners.

The Human Resources office is recommending the re-appointment of Dr. Blackman to the Board of Medical Examiners for the City. We are seeking approval for a two-year appointment expiring on September 30, 2027. Dr. Blackman has agreed to continue serving as a Medical Examiner for the City, if approved. Curriculum Vitae for him is attached and the expectations of a Medical Examiner are listed below. Contact information for the physician:

Dr. Spencer Blackman, M.D.
Champlain Medical Urgent Care
150 Dorset Street
South Burlington, VT 05403
Phone: (802) 448-9370

Medical Examiner Expectations:

The City of Burlington relies on its Medical Examiners for support and resources relating to Fit for Duty Exams and Pre-Employment examinations. Below are the primary ways in which the Board of Medical Examiners has been utilized by the City of Burlington Human Resources Department in the past:

- Pre-employment exams:
 - Review medical history and job description to determine if the candidate is medical qualified for the position
- Medical Exams supported by City Ordinance Section 24-1:
 - Fit for Duty Exams for the purpose of determining the need for continuation of leave under the City of Burlington's Short-Term Disability and Workers' Compensation policies.
 - Fit for Duty Exams required under Burlington City Ordinance, Personnel Section 24.
- Disability Retirement:
 - Medical exam and records review for the purpose of providing an opinion regarding disability for the City of Burlington Retirement Board.

Thank you for your consideration

Motion: Waive the reading and adopt the resolution as presented.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Human Resources Submitter: Lynn Reagan

Title/Subject: Reappointment of City Medical Examiner

Approval Requested:

☐ Board of Finance

☒ City Council

☐ Both BOF and Council

Meeting Date:

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

9/29/2025

[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	9/19/2025	Lynn Reagan
Mayor's Office	Yes	9/24/2025	Erin Jacobsen
Board/Commission	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	9/24/2025	Hayley McClenahan
CAO for budget, financing, and memo	Yes	9/23/2025	Katherine Schad
Human Resources, if personnel action or policy	Yes	9/19/2025	Lynn Reagan
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Resolution Relating to

RE-APPOINTMENT OF DR. SPENCER BLACKMAN TO
THE CITY OF BURLINGTON'S BOARD OF MEDICAL
EXAMINERS

RESOLUTION 5.16

Sponsor(s): Councilor Carpenter

Introduced: 09/29/25

Referred to:

Action: adopted

Date: 09/29/25

Signed by Mayor: 09/30/25

CITY OF BURLINGTON

In the year Two Thousand Twenty Five

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

1 That WHEREAS, the City and Code of Ordinance Section 24-59, Designation of Medical examiners,
2 explains that the City Council shall appoint members to the Board of Medical Examiners; and

3 WHEREAS, Dr. Spencer Blackman has agreed to and is qualified to serve as Medical Examiner; and

4 WHEREAS, the Interim Human Resource Director recommends re-appointing Dr. Spencer Blackman
5 to the City of Burlington Board of Medical Examiners for a two-year term expiring on September 30, 2027;

6 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby appoints Dr. Spencer
7 Blackman to the City of Burlington Board of Medical Examiners. This appointment is effective September 30,
8 2025 and expires on September 30, 2027.

9
10
11 LR/HR/Resolution 2025/Appointment of Dr. Spencer Blackman to the City of Burlington's Board of Medical Examiners
12 09.29.25

* * * * *

DISTRIBUTION:

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

HR

ORIGINAL

RESOLUTION RELATING TO

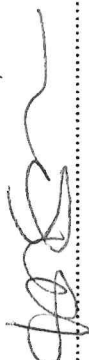
Re-Appointment Of Dr. Spencer Blackman To The City Of Burlington's Board Of Medical
Examiners

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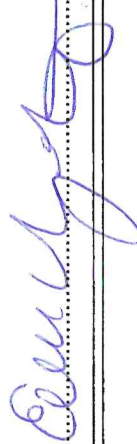
.....

Adopted by the City Council

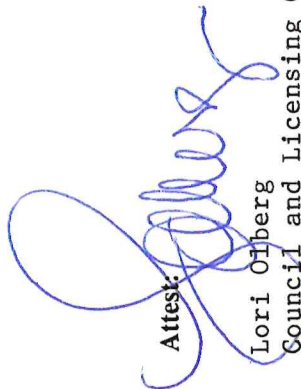
.....September 29....., 20.....25.....

..... Clerk

Approved.....Sept 30....., 20.....25.....

..... Mayor

Vol. Page

Attest:

Lori Olberg
Council and Licensing Coordinator

* * * * *

Resolution Relating to

RELEASE OF CERTAIN GLEBE AND PERPETUAL
LEASE-LAND INTERESTS AND REVISION OF THE CITY
OF BURLINGTON PERPETUAL LEASE LAND
INTERESTS LIST

RESOLUTION_____

Sponsor(s): Councilor Traverse
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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

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

That WHEREAS, on December 7, 2020, the City Council adopted a City of Burlington Retained Perpetual
Lease Interests List (hereafter Retained Interests List) pursuant to Act 152 (codified in 24 V.S.A. 2409); and
WHEREAS, the City Council requested that if City staff identified properties on the Retained Interests
List as appropriate for release in the future—for example, because outstanding issues are resolved,—those
properties should be brought forward to the Council and the Retained Interests List should be updated; and
WHEREAS, City staff have identified a number of properties that are appropriate for release since the
last release in June, 2025;
NOW, THEREFORE, BE IT RESOLVED that the City Council hereby releases the glebe/perpetual
leased land interests it may have in the following City of Burlington properties pursuant to 24 V.S.A. §2401
and requests that the City of Burlington Retained Perpetual Lease Interests List be revised accordingly:

- 50 Meridian Street (024-3-023-000)
- 49 Oakland Terrace (027-3-001-000)
- 27 Starr Farm Beach (027-1-061-130)
- 54 Venus Avenue (024-1-086-000)
- 99 North Cove Road (000-0-000-000)

R: Glebe or Lease Lands/City Council Action-Resolutions/Resolution re Release of Certain Glebe Lands 9/29/25
9/24/25

CITY OF BURLINGTON RETAINED PERPETUAL LEASE LAND INTERESTS

LIST Last Revised 6/23/25

PropertyRSN	PIN	TaxID	Property Type	Assessor Use	Address	Address Numeric	Street	Street Type	Owner List
	313278722004	044-4-033-000	Land and Building	C	130	130	Bank	ST	Cityplace Partners, LLC
536	301961736648	024-1-002-000	Land and Building	R1	36	36	Barley	RD	Matthew J. Bombard Emily K Bombard
768	302140736242	024-2-009-000	Land and Building	R1	77	77	Barley	RD	Ugljesa Vujanovic Draginja Vujanovic
7156	312422721841	049-1-143-001	Land and Building	C	60	60	Battery	ST	Diamond Rock Burlington Owner LLC
809	303377735322	024-2-052-000	Land and Building	R1	41	41	Birch	CT	Huy Vo
806	303452735586	024-2-049-000	Land and Building	R1	64	64	Birch	CT	Phet Sayamouangkhuu Bouavanh Sayamouangkhuu
1067	303515735610	024-4-001-000	Land and Building	R1	70	70	Birch	CT	Janice L Lovejoy
12228	303595735701	024-4-003-000	Land	RL	82	82	Birch	CT	Champlain Housing Trust Inc.
1073	303811735694	024-4-009-000	Land and Building	R1	99	99	Birch	CT	Joseph R. Guay Wendy M. Guay
1186	303921735755	024-4-133-000	Land and Building	R1	111	111	Birch	CT	Michael F. McGarghan Kelly J McGarghan
1174	304108736082	024-4-120-000	Land and Building	R1	128	128	Birch	CT	Robert J Larue Marjorie W Larue
1175	304175736141	024-4-121-000	Land and Building	R1	132	132	Birch	CT	Muna Gurung Mann Gurung
1178	304397736312	024-4-124-000	Land and Building	R1	144	144	Birch	CT	Nadia A. Mitchell Alexander V Mitchell
8554	314400717640	053-3-195-000	Land and Building	R1	20	20	Caroline	ST	Carolyn Lamoreaux Bates Revocable Trust
8500	314463717393	053-3-140-000	Land and Building	R2	65	65	Catherine	ST	Ruby L. Thibault Jed H Thibault Aurelien G. Thibault
8498	314560717370	053-3-138-000	Land and Building	R1	75-77	75	Catherine	ST	Bruce W. Bierbaum Kari Lynn Bierbaum
8497	314614717427	053-3-137-000	Land and Building	R3	83	83	Catherine	ST	Hugo Martinez-Cazon Keith S Levenson
818	303247735059	024-2-063-000	Land and Building	R1	14	14	Cayuga	CT	Cynthia B. Button Jon B. Button
826	303382734959	024-2-071-000	Land and Building	R1	17	17	Cayuga	CT	Scott S. Smith Stacey R. Smith
821	303375735162	024-2-066-000	Land and Building	R1	30	30	Cayuga	CT	Mary Logan Lockwood
823	303452735227	024-2-068-000	Land and Building	R1	40	40	Cayuga	CT	Mark P. Moye and Joyce Ann Howard Trust
1083	303587735324	024-4-019-000	Land and Building	R1	56	56	Cayuga	CT	Theresa M. Lacroix
1109	303757735252	024-4-050-000	Land and Building	R1	65	65	Cayuga	CT	Kevin Healy Arlene Healy
1107	303858735329	024-4-048-000	Land and Building	R1	75	75	Cayuga	CT	Burns Wilson Dartt III Francoise Magdalena Dartt
1105	303936735400	024-4-046-000	Land and Building	R1	81	81	Cayuga	CT	Jeffrey S Clements Lynne C. Clements
1103	304024735477	024-4-044-000	Land and Building	R1	101	101	Cayuga	CT	James F. Burt Vera Burt
1092	304083735699	024-4-028-000	Land and Building	R1	120	120	Cayuga	CT	Charles Eric Nichols Anne Williams
1098	304336735722	024-4-038-000	Land and Building	R1	129	129	Cayuga	CT	Jeffrey Desautels Tina Desautels
5329	313344722058	044-4-033-000	Land and Building	CL	75	75	Cherry	ST	Cityplace Partners, LLC
762	302209736468	024-2-003-000	Land and Building	R1	9	9	Clover	LN	Thanh Dang Son Tran
543	302189736725	024-1-009-000	Land and Building	R1	37	37	Clover	LN	Christine M. Thompson
542	302183736792	024-1-008-000	Land and Building	R1	45	45	Clover	LN	Timothy D. Thayer Debra Anne Thayer
4424	311724721578	043-4-001-000	Land	E	2-Jan	2	College	ST	City of Burlington - Parks Dept.
2361	302490731951	028-2-220-000	Composite	EL	8	8	College	ST	City Of Burlington - Department of Public Works
6994	311877721538	049-1-085-000	Land	EL	10	10	College	ST	City of Burlington
838	302344735027	024-2-088-000	Land and Building	R1	50	50	Cottage	GRV	Griffin Wert Joanna Wert
1934	301926734747	028-1-004-000	Land and Building	R2	98	98	Cottage	GRV	Elmira Aliyev
1675	301706734578	027-3-058-000	Land and Building	R1	128	128	Cottage	GRV	Susan Flanders Hoxie
1674	301656734537	027-3-057-000	Land and Building	R1	134	134	Cottage	GRV	Raymond F Benoit Jr
1668	301388734295	027-3-051-000	Land and Building	R1	170	170	Cottage	GRV	James Douglas Daigle
2050	303032734650	028-1-126-000	Land and Building	R1	22	22	Cross	PKWY	Robert P. Proulx Kelli P. LaPlant Jennifer P. Tremblay Joanne P. Ihlefeld
2048	302922734562	028-1-124-000	Land and Building	R1	38	38	Cross	PKWY	Levi Maynard Kimberly Maynard
2039	302426734175	028-1-115-000	Land and Building	R1	102	102	Cross	PKWY	S. Brown Richardson Jane D. Richardson
2038	302400734124	028-1-114-000	Land and Building	R1	108	108	Cross	PKWY	Elizabeth H. Burns Alan Gladstone
2037	302315734089	028-1-113-000	Land and Building	R1	116	116	Cross	PKWY	Jasmin Pobric Gordana Pobric
2035	302197734005	028-1-111-000	Land and Building	R1	130	130	Cross	PKWY	Paul Held Susan Held
1457	300018734177	027-1-010-000	Land and Building	R1	34	34	Curtis	AVE	Tara Sullivan Brian J. Sullivan
1468	299891734057	027-1-021-000	Land and Building	R1	35	35	Curtis	AVE	George W. Buker Laurie A. Buker
1467	299928734018	027-1-020-000	Land and Building	R1	43	43	Curtis	AVE	Paul E Sumner Jr Laura L. Sumner
1799	300335733791	027-3-164-000	Land and Building	R1	86	86	Curtis	AVE	Fred C Forehand Cynthia J Forehand
1800	300214733553	027-3-172-000	Land and Building	R1	121	121	Curtis	AVE	Debra Holonitch
1485	300308733403	027-3-170-000	Land and Building	R1	124	124	Curtis	AVE	Hans H. Heikel Kathryn W. Heikel
1486	300245733355	027-3-171-000	Land and Building	R1	130	130	Curtis	AVE	Travis M. Clairmont Gregory P. Clairmont
1487	300144733512	027-1-038-000	Land and Building	R1	135	135	Curtis	AVE	Jacqueline A. Dame Firley David S. Firley, Jr.
1480	300013733408	027-1-040-000	Land and Building	R1	156	156	Curtis	AVE	Joshua Perrin
1479	299950733765	027-1-034-000	Land and Building	R1	187	187	Curtis	AVE	Kendrick J. Forguites
1497	299865733875	027-1-032-000	Land and Building	R2	201	201	Curtis	AVE	BPAWG, LLC

1498	299708733787	027-1-047-000	Land and Building	R1	206	206	Curtis	AVE	John P Gipson Carolyn R Gipson
147	299532734008	027-1-051-000	Land and Building	R2	232-234	232	Curtis	AVE	Francois Nsibienakou Nyame Nti A. Nsibienakou-Fawoho
12335	299647739370	021-2-046-000	Land and Building	R1	4	4	Derway	DR	Elizabeth V. O'Kane Kelly J Boudreau
1095	299541739169	021-2-080-000	Land and Building	R2	21-23	21	Derway	DR	Casey J. D. Lyon Maho Takahashi
35	304264735867	024-4-034-000	Land and Building	R1	14	14	Dorset	LN	Mary E. Barr
13	298394739590	020-4-002-000	Land and Building	R1	93	93	Elbow	ST	2751 North Miami Avenue LLC
372	298411739635	020-4-003-000	Land and Building	R1	95	95	Elbow	ST	2751 North Miami Avenue LLC
376	298305739917	020-3-004-000	Land	RL	107	107	Elbow	ST	Anthony Pellegrino Eva M. Pellegrino
4975	300926737766	023-3-068-000	Land and Building	R1	32	32	Forest	ST	Elizabeth S. Wood
1968	301176737941	023-3-072-000	Land and Building	R1	66	66	Forest	ST	Raul Perez Kathleen Perez
1999	313148722869	044-2-117-000	Land and Building	R1	23	23	George	ST	Rachel Green
1989	302740734591	028-1-041-000	Land and Building	R1	45	45	Green Acres	DR	Rebecca Marie Roy Mark Edward Montalban
1980	302613734726	028-1-073-000	Land and Building	R1	46	46	Green Acres	DR	Lauren Weiner
1982	302067734294	028-1-063-000	Land and Building	R1	116	116	Green Acres	DR	Steven Smith Kristin Smith
1659	302075734077	028-1-053-000	Land and Building	R1	129	129	Green Acres	DR	Allison Curran
1707	301791734404	027-3-042-000	Land and Building	R1	176	176	Green Acres	DR	Antonia W Simpson Robert V Simpson
1711	301467735094	027-3-104-005	Land and Building	R1	5	5	Grey Meadow	DR	Jeffrey P Gendron Kathleen B Gendron
1706	301314735234	027-3-104-002	Land and Building	R1	6	6	Grey Meadow	DR	Tyce C. Foltz Kara S. Foltz
1713	301405735041	027-3-104-006	Land and Building	R1	7	7	Grey Meadow	DR	Nelson R Vargas Susan E Beil
1739	301294734953	027-3-104-008	Land and Building	R1	15	15	Grey Meadow	DR	Scott T Fusare Dagmar Zentrichova
1737	301235734904	027-3-104-009	Land and Building	R1	21	21	Grey Meadow	DR	James J. Chagnon Lita M Chagnon
1735	301064735046	027-3-104-034	Land and Building	R1	24	24	Grey Meadow	DR	Arthur J. Dusablon Barbara Dusablon
1731	300815734862	027-3-104-030	Land and Building	R1	38	38	Grey Meadow	DR	Bernard V. Bora Denise C Bora
1724	300572734602	027-3-104-026	Land and Building	R1	56	56	Grey Meadow	DR	Sanford W. Phillips Stephanie L. Phillips
1722	300742734398	027-3-104-023	Land and Building	R1	62	62	Grey Meadow	DR	Victor Menard Tami Menard
67	301064734018	027-3-104-017	Land and Building	R1	74	74	Grey Meadow	DR	Catherine C. Wheeler Trust
73	299876738164	023-1-014-000	Land and Building	R1	21	21	Hardy	AVE	Lawrence A. Tulkop Lisa M. Tulkop
74	299829738223	021-2-001-000	Land and Building	R1	29	29	Hardy	AVE	Patra S Vail
75	299647738606	021-2-007-000	Land and Building	R1	71	71	Hardy	AVE	Richard E. Dion Faith B. Dion
77	299622738667	021-2-008-000	Land and Building	R1	77	77	Hardy	AVE	Philip Hinckley Rosalie A. Covey
79	299594738740	021-2-009-000	Land and Building	R1	85	85	Hardy	AVE	Katherine Schumpf Douglas J Schumpf
8426	299530738887	021-2-011-000	Land and Building	R1	101	101	Hardy	AVE	Robert K Young Janice Young
8425	299630739037	021-2-013-000	Land and Building	R1	112	112	Hardy	AVE	Lawrence L. Blanchard Judie A. Kreamer
8383	314404717736	053-3-067-000	Land and Building	R3	117-119	117	Howard	ST	117-119 Howard Street LLC
3617	314463717730	053-3-066-000	Land and Building	R1	121	121	Howard	ST	Jeffrey G. Schneider Michelle C. Keegan
9016	307471727364	037-3-005-000	Land and Building	E	60	60	Institute	RD	City of Burlington - Parks Dept.
4948	308628728125	034-2-001-000	Land and Building	EL	75	75	Institute	RD	City of Burlington School Dept.
12168	315714716402	054-2-087-000	Land and Building	R1	9	9	Iranistan	RD	Karl W. Doerner Judith M. Doerner
4859	312926723089	044-2-090-000	Land and Building	RA	17	17	Johnson	ST	1-7 Johnson Street, LLC
7196	312027721599	049-1-086-000	Land and Building	C	60	60	Lake	ST	Lake And College LLC
9011	311913721837	044-2-003-000	Land and Building	C	86	86	Lake	ST	Lake Street Associates Inc
9013	312327719230	049-2-039-000	Land and Building	E	101	101	Lavalley	LN	State of Vermont Building & General Services Dept. Vermont State Agency of Transportation Rail Unit
9014	315258716371	054-2-082-000	Land and Building	R1	16	16	Ledge	RD	L. Josette Noll
8579	315639716371	054-2-085-000	Land and Building	R1	56-58	56	Ledge	RD	Catherine A. C. MacLachlan Trust
8575	314728717088	053-3-221-000	Land and Building	R1	38	38	Ledgemere	ST	Ila A. Abramson Joseph A. Bluestein
8576	314724717147	053-3-220-000	Land and Building	R1	44	44	Ledgemere	ST	Margaret E Joyal
8577	314578717211	053-3-216-000	Land and Building	R1	49	49	Ledgemere	ST	Austin D. Sumner Jennifer C. Sumner
832	314576717268	053-3-217-000	Land and Building	R1	55	55	Ledgemere	ST	Kevin S Cundiff Charles D. Kopplin
842	314723717268	053-3-218-000	Land and Building	R1	56	56	Ledgemere	ST	Gretchen E. Hogan Brendan P. Hogan
833	302688735119	024-2-078-000	Land and Building	R1	17	17	Loaldo	DR	Eric Gulfield
841	302581735213	024-2-096-000	Land and Building	R1	18	18	Loaldo	DR	Richard H. Yee, Jr. Mary B. Harkin
1963	302484735139	024-2-094-000	Land and Building	R1	32	32	Loaldo	DR	Gabriel Courage Holly Courage
1962	302377735178	024-2-092-000	Land and Building	R1	36	36	Loaldo	DR	Kenneth A Hebert Christine A. Hebert
1960	302527734886	028-1-036-000	Land and Building	R1	51	51	Loaldo	DR	Leo P. Campbell M. Eileen Campbell
1959	302521734809	028-1-035-000	Land and Building	R1	57	57	Loaldo	DR	Martha J Ledoux Robert E. Ledoux
1958	302425734726	028-1-033-000	Land and Building	R2	69	69	Loaldo	DR	Patricia Anne Hollinger
1943	302376734687	028-1-032-000	Land and Building	R1	75	75	Loaldo	DR	Harvey Family Revocable Trust
1954	302333734649	028-1-031-000	Land and Building	R1	81	81	Loaldo	DR	William A. Carlson
1953	302203734748	028-1-014-000	Land and Building	R1	84	84	Loaldo	DR	Alan LeBlanc
1950	302142734498	028-1-027-000	Land and Building	R1	105	105	Loaldo	DR	Sherri L McCoy

7198	302097734461	028-1-026-000	Land and Building	R1	111	111	Loaldo	DR	Kathryn A. Newton
8583	312070720020	049-2-041-000	Land and Building	E	1	1	Maple	ST	City of Burlington - Parks Dept.
693	313297720085	049-2-001-000	Land and Building	RA	113	113	Maple	ST	Maple Street Properties, LLC
967	314811716959	053-3-224-000	Land and Building	R1	16	16	Marian	ST	Jane Merola McKenzie
964	303439736520	024-1-116-000	Land and Building	R1	4	4	Meridian	ST	Jessica Savage Damon Savage
4920	303607736669	024-3-026-000	Land and Building	R1	28	28	Meridian	ST	Mustafa Jusupovic Amira Jusupovic
3619	312865723126	044-2-062-000	Land and Building	RA	58-64	58	Monroe	ST	Marijos Properties
2004	312876722913	044-2-070-000	Land and Building	R4	61-63	61	Monroe	ST	Carl F. Albarelli
827	308917726980	038-1-002-000	Cemetery	E	455	455	North	AVE	Burlington City Cemetery Dept. Lake View Cemetery
814	303250734902	028-1-078-000	Land and Building	R1	1464	1464	North	AVE	Migmar Dolma
830	303068734920	024-2-072-000	Land and Building	R2	1477	1477	North	AVE	John Whitehouse Revocable Trust
899	303097735140	024-2-058-000	Land and Building	R1	1490	1490	North	AVE	Sharon L. Fosbrook
831	302757734982	024-2-075-000	Land and Building	RA	1501	1501	North	AVE	Salamin Handy Mountaha Handy
848	302760735193	024-2-077-000	Land and Building	R1	1519	1519	North	AVE	Elizabeth Jane Fitzpatrick
792	302609735366	024-2-100-000	Land and Building	C	1541	1541	North	AVE	Thunderbolt Garage LLC
791	302538735400	024-2-102-000	Land	RL	1547	1547	North	AVE	Jolley Associates
789	303094735926	024-2-033-000	Rental Land	E	1554	1554	North	AVE	BHA Franklin Square
870	302612735734	024-2-030-000	Rental Land	E	1562	1562	North	AVE	Burlington Housing Authority
786	302372735591	024-2-127-000	Land and Building	C	1563	1563	North	AVE	Sisters & Brothers Investment Group, LLP
885	302280735657	024-2-128-000	Land and Building	R2	1571	1571	North	AVE	Lisa McLamb
783	302362735872	024-2-027-000	Land and Building	R1	1586	1586	North	AVE	Erin Cushing Joshua Cushing
12273	302163735806	024-2-143-000	Land and Building	R1	1595	1595	North	AVE	John R Fisher Kathleen C. Fisher
779	302235735997	024-2-024-000	Land and Building	R1	1604	1604	North	AVE	Ginger J. Santor
778	302193736040	024-2-023-000	Land	RL	1610	1610	North	AVE	Champlain Housing Trust Inc.
511	302070736171	024-2-020-000	Land and Building	R1	1628	1628	North	AVE	Mary Lariviere
775	302029736215	024-2-019-000	Land and Building	R1	1634	1634	North	AVE	Simone M. Felty
529	301474736078	023-4-038-000	Land and Building	E	1645	1645	North	AVE	City of Burlington School Dept.
528	301904736343	024-2-016-000	Land and Building	R1	1652	1652	North	AVE	Hien Nguyen Phuong Chung
369	301761736459	023-4-056-000	Land and Building	R1	1670	1670	North	AVE	Francis J Fagga Jr Anne G Fagga
354	301722736500	023-4-055-000	Land and Building	R1	1676	1676	North	AVE	Terrence G. Moore Carol J. Moore
368	300740737598	023-3-065-000	Land and Building	R1	1922	1922	North	AVE	Elizabeth S. Lewis
353	300361737619	023-3-049-000	Land and Building	RA	1925	1925	North	AVE	New Northgate Housing, LLC
366	300696737649	023-3-064-000	Land and Building	R1	1928	1928	North	AVE	Kenneth Gokey
362	300549737529	023-3-048-000	Land and Building	R1	1929	1929	North	AVE	Leah A. Oklan Ezra Oklan
360	300604737753	023-3-062-000	Land and Building	R1	1942	1942	North	AVE	Denny Lee Johnson Christine H. Johnson
359	300537737842	023-3-057-000	Land and Building	R1	1954	1954	North	AVE	Brent Huff Nicole Huff
123	300432738027	023-3-054-000	Land and Building	R1	1976	1976	North	AVE	Jeannine Kneeland
99	300168738517	021-2-058-000	Land and Building	R1	2040	2040	North	AVE	Amylynn Streeter David H. Streeter
121	300154738592	021-2-057-000	Land and Building	R1	2044	2044	North	AVE	Rama Lakshmi Courcy Charles P. Courcy
101	299972738571	021-2-033-000	Land and Building	R1	2047	2047	North	AVE	Thomas M Leclair Jody A Leclair
118	300132738657	021-2-056-000	Land and Building	R1	2048	2048	North	AVE	Robert Lapointe
103	299905738701	021-2-035-000	Land and Building	R1	2061	2061	North	AVE	Gary D. Dion Linda D. Dion
114	300064738860	021-2-053-000	Land and Building	R1	2070	2070	North	AVE	Alfred Cyr III Cherie K Cyr
64	299852738831	021-2-037-000	Land and Building	R1	2075	2075	North	AVE	Tory-Ann Torres Luis Torres
11	298595739779	021-2-065-000	Land and Building	R1	3130	3130	North	AVE	P Maria Spadanuda
41	298501739747	021-2-066-000	Land	RL	3135	3135	North	AVE	2751 North Miami Avenue LLC
25	298438739892	020-3-001-000	Land and Building	R1	3139	3139	North	AVE	Sandra A Labombard Todd M Labombard
22	298528739922	021-1-002-000	Land and Building	ML	3140	3140	North	AVE	Todd M Labombard Tina M. Tofani Irena H Labombard
4702	298469740063	020-3-019-000	Land and Building	R1	3152	3152	North	AVE	Tor D. Bortz Lorena K. Bortz
4701	298378740302	020-3-015-000	Land and Building	R1	3174	3174	North	AVE	Treehouse Garage LLC
4700	312299724080	044-1-255-000	Land and Building	R2	87	87	North	ST	PHE, INC
4699	312335724076	044-1-254-000	Land and Building	E	89	89	North	ST	Burlington Emergency Shelter Inc
32	312380724053	044-1-253-000	Land and Building	CR	93-97	93	North	ST	3G LLC
4776	298293740997	020-3-029-000	Land	EL	0	0	North Avenue	EXT	City of Burlington - Parks Dept.
4782	312713722677	044-2-019-000	Rental Land and Building	E	20-Oct	10	North Champlain	ST	Burlington Housing Authority
59	312439723683	044-1-310-000	Land and Building	CR	99	99	North Champlain	ST	Erkson Real Estate LLC
60	312478723958	044-1-316-000	Land and Building	R1	125	125	North Champlain	ST	Martha J. Caswell Seth Wolcott-MacCausland
61	298854740073	021-1-027-000	Land and Building	R1	40	40	North Cove	RD	Robert Bristow-Johnson Phyllis Bristow-Johnson
12123	298848740167	021-1-030-000	Land and Building	R2	50	50	North Cove	RD	Gabriel Handy
53	298852740449	021-1-031-000	Land	RL	52	52	North Cove	RD	Timothy A. Muir Frances D. Muir

50	298633740466	021-1-019-000	Land and Building	ML	94	94	North Cove	RD	Jessica Hamel Perry Owens
461	298509740501	000-0-000-000	Land	X	99	99	North Cove	RD	Guy L. Southwell
2085	300949737976	023-3-160-001	Land and Building	R1	67	67	North View	DR	David C Francis Donna Powell
4900	301950733803	028-1-165-000	Land and Building	R1	50	50	Oakland	TER	George H Cootey Gail M Cootey
4753	301788733928	027-3-039-000	Land and Building	R1	74	74	Oakland	TER	Joanne Kalisz
4747	312264723375	044-2-043-000	Land and Building	R1	66	66	Park	ST	Malcolm M. Sanders
4745	312288723481	044-1-307-000	Land and Building	R2	76	76	Park	ST	James Design Build (John J. Burns)
4744	312278723743	044-1-301-000	Land and Building	RA	102	102	Park	ST	102 Park Street LLC
12282	312268723841	044-1-299-000	Land and Building	R1	112	112	Park	ST	Stephen Smith Carmen Smith
12283	312265723882	044-1-298-000	Land and Building	R2	116	116	Park	ST	Adam H. Holmes
4878	312267723949	044-1-296-000	Land	RL	124	124	Park	ST	Champlain Housing Trust Inc.
4879	312262723992	044-1-295-000	Land	RL	128	128	Park	ST	Champlain Housing Trust Inc.
4881	312963722733	044-2-021-000	Land and Building	CR	68	68	Pearl	ST	68 Pearl Street LLC
4942	313046722741	044-2-022-000	Land	EL	70	70	Pearl	ST	City Of Burlington - Department of Public Works
12732	313106722710	044-2-023-000	Rental Land and Building	CR	80-90	80	Pearl	ST	Josephine Bernardini Bove Richard J. Bove Jr.
7166	312857723305	044-2-084-000	Land and Building	R2	21	21	Peru	ST	BPJS Management LLC
7168	313163721587	049-1-125-000	Condo Land and Building	CC	84	84	Pine	ST	84 Pine Street Association
7169	313229719975	049-2-007-000	Land and Building	R2	220	220	Pine	ST	Nicholas S. Papaseraphim Deanna Papaseraphim
7171	313222719880	049-2-009-000	Land and Building	R3	230	230	Pine	ST	Chris Khamnei
892	313233719823	049-2-010-000	Land and Building	R1	234	234	Pine	ST	Diana L Doll
893	313253719593	049-2-013-000	Land and Building	C	266	266	Pine	ST	Pine Properties LLC
546	302324736305	024-2-150-000	Land and Building	R1	68	68	Plattsburg	AVE	Mariah Ogden
547	302314736369	024-2-151-000	Land and Building	R1	76	76	Plattsburg	AVE	Abi N. Chamlagi Mon M. Chamlagai
1788	302293736626	024-1-013-000	Land and Building	R1	100	100	Plattsburg	AVE	Michael E. Cornell Mary E. Cornell
1744	302288736683	024-1-014-000	Land and Building	R1	104	104	Plattsburg	AVE	Kristina Wood Tyler Rouille
1787	300280734501	027-3-159-000	Land and Building	R1	21	21	Pleasant	AVE	Merima Elkaz
1784	300386734578	027-3-109-000	Land and Building	R1	22	22	Pleasant	AVE	Maureen K. Linsenmeir
1781	300336734438	027-3-158-000	Land and Building	R1	29	29	Pleasant	AVE	Margaret B Bombard Stephen Hadeka
1751	300502734240	027-3-154-000	Land and Building	R1	55	55	Pleasant	AVE	Boris Katsnelson Marina Katsnelson
1778	300762734134	027-3-117-000	Land and Building	R1	80	80	Pleasant	AVE	David P Devoid Jacqueline C. Devoid
1761	300699733692	027-3-124-000	Land and Building	R1	134	134	Pleasant	AVE	Cynthia A Warwick Jason F. Seiler
1766	300523733869	027-3-127-000	Land and Building	R1	156	156	Pleasant	AVE	Thomas O. Ross Mary M. Ross
1771	300389734256	027-3-140-000	Land and Building	R1	195	195	Pleasant	AVE	Meghan Fay-McCaffrey Liam P McCaffrey
288	300267734171	027-3-133-000	Land and Building	R1	198	198	Pleasant	AVE	Deborah L. Clemons
7227	300334734323	027-3-139-000	Land and Building	R1	203	203	Pleasant	AVE	Richard W. Hanzel Trust (Richard W. Hanzel)
7563	300444738520	021-4-001-000	Land and Building	R1	40	40	River View	DR	Karen J Anderson
7562	313396721479	049-3-017-000	Land and Building	C	95	95	Saint Paul	ST	Investors Corporation of Vermont
8403	313439719772	049-4-045-000	Land	RL	237-241	237	Saint Paul	ST	Stephen W. Conant Margaret C. Conant
8401	313497719645	049-4-044-000	Land and Building	C	249	249	Saint Paul	ST	Carrie Ann Rockwood Todd M. Rockwood
8400	314532717779	053-3-044-000	Land and Building	CR	463-465	463	Saint Paul	ST	Alan R. Longe Pamela B. Longe
8386	314572717680	053-3-042-000	Land and Building	RA	469	469	Saint Paul	ST	Gisele J. Fontaine Family Trust (Gisele J. Fontaine)
8397	314606717643	053-3-041-000	Land and Building	R3	475-477	475	Saint Paul	ST	Yee Properties LLC
8391	314805717706	053-3-027-000	Land and Building	R4	484-486	484	Saint Paul	ST	Four Eighty Four St Paul St, LLC
8395	314700717391	053-3-038-000	Land and Building	R3	507	507	Saint Paul	ST	Amanda H. Goossen Daniel Goossen
8755	314973717440	053-3-032-000	Land and Building	R1	516	516	Saint Paul	ST	Mathew Viens Johnnie McLaughlin
8392	314811717342	053-3-036-000	Land and Building	R1	517	517	Saint Paul	ST	Bryan A. Mihok
8754	314880717150	053-3-033-000	Land and Building	R1	539	539	Saint Paul	ST	David M. Buffington Meriedith A. Coeyman
8841	315081717216	054-1-004-000	Land and Building	R3	540	540	Saint Paul	ST	LBC 515 & 540, LLC
8843	314915717029	054-1-001-000	Land and Building	RA	567	567	Saint Paul	ST	Sisters & Brothers Investment Group, LLP
8844	315211717046	054-1-077-000	Land and Building	R1	4	4	Shelburne	ST	Terrance A. McGrath Timothy L. McGrath
4892	315224716923	054-1-080-000	Land and Building	R1	14	14	Shelburne	ST	Kevin F. Quirino James J. Elias
675	315177716626	054-2-014-000	Land and Building	C	44	44	Shelburne	ST	Mary S. Burns Trust
10100	303097737144	024-1-098-000	Land and Building	R1	12	12	Sky	DR	Earl J. Babcock, Jr.
8768	303251737123	024-1-100-000	Land and Building	R1	24	24	Sky	DR	Sylvia J Bernardina
8763	318700717168	058-3-001-000	Land and Building	C	568	568	South Prospect	ST	Burlington Country Club Corp.
8762	314984717720	054-1-015-000	Land and Building	R1	467	467	South Union	ST	Rachel L. Morton Trust
8835	315058717420	054-1-010-000	Land and Building	R1	493	493	South Union	ST	Peter Keating Kathleen Keating
8760	315072717368	054-1-009-000	Land and Building	R1	499	499	South Union	ST	George L. Shelley IV Rachel W. Shelley
8836	315281717323	054-1-071-000	Land and Building	R3	508-510	508	South Union	ST	506-510 S Union LLC
8837	315226717276	054-1-072-000	Land and Building	R2	512	512	South Union	ST	Mary B. Hennessy

8758	315094717225	054-1-006-000	Land and Building	R1	515	515	South Union	ST	515 South Union Street-540 Saint Paul Street, LLC
7935	315220717219	054-1-073-000	Land and Building	R2	516-518	516	South Union	ST	William T. McGrath Jr. Mcgrath Income Only Trust
8865	315108717174	054-1-005-000	Land and Building	RA	525-527	525	South Union	ST	Alain W. Brunet
8862	315665718448	054-1-102-000	Land and Building	R1	405	405	South Willard	ST	Northeastern Family Institute Of Vermont Inc.
8869	315581718256	054-1-100-000	Land and Building	R1	425	425	South Willard	ST	Ann Kelly Kristin Kelly
8871	315540718188	054-1-099-000	Land and Building	R1	429	429	South Willard	ST	William Mares Christine Hadsel
8850	315795718100	054-1-106-000	Land and Building	R1	436	436	South Willard	ST	Jane A. Smith 2011 Revocable Trust
8848	315726717952	054-1-108-000	Land and Building	R1	452	452	South Willard	ST	Guido Mase Anne Kathleen Dougherty
8946	315291717084	054-1-084-000	Land and Building	R2	543	543	South Willard	ST	Michael L. Richards
1507	315300716530	054-2-015-000	Land and Building	E	600	600	South Willard	ST	Greek Orthodox Church
1535	297948733336	027-1-061-035	Land and Building	S1	2	2	Starr Farm	BC	Daniel M. Boardman Trust
1534	298064733663	027-1-061-050	Land and Building	S1	5	5	Starr Farm	BC	Edward H. Starr Robin Robertson Starr
1503	298679733994	027-1-061-175	Land and Building	S1	9	9	Starr Farm	BC	Thomas W Dowe Jr Leslie E. Twitchell Elizabeth A. Dowe Kelly Dowe Engelman
1518	298928734405	027-1-056-000	Land and Building	S1	13	13	Starr Farm	BC	W. Philip Wagner Revocable Trust Barbara E. Wagner Revocable Trust
1520	298245734244	027-1-061-065	Land and Building	S1	15	15	Starr Farm	BC	Katherine P. Pond Patrick S. Robins
1523	298537734316	027-1-061-090	Land and Building	S1	19	19	Starr Farm	BC	Gerald L Curley Laura C Curley
1522	298786734414	027-1-061-100	Land and Building	S1	21	21	Starr Farm	BC	Paul R. Sisson
1526	298981734539	027-1-061-115	Land and Building	S1	23	23	Starr Farm	BC	Richard H. Wiemann
1536	298899734639	027-1-061-110	Land and Building	S1	24	24	Starr Farm	BC	Kenneth R. Lee Kathleen P. Lee
501	299373735397	027-1-061-180	Land and Building	S1	34	34	Starr Farm	BC	Denis O'Brien Isela M O'Brien
502	301479735575	023-4-026-000	Land	CL	43	43	Starr Farm	RD	John J. Flynn Estate
506	300858735154	023-4-029-000	Land and Building	R1	151	151	Starr Farm	RD	Marina C. Collins
507	300777735004	023-4-032-000	Land and Building	R1	167	167	Starr Farm	RD	Allen L. Barr Jr. Mary E. Barr
508	300679735022	023-4-033-000	Land and Building	R1	173	173	Starr Farm	RD	Daniel Elliott Joanna Elliott
1705	300625734986	023-4-034-000	Land and Building	R1	179	179	Starr Farm	RD	Neal Bernard Hayes Jr Nikki Lee Hayes
1741	300562734939	023-4-035-000	Land and Building	R1	187	187	Starr Farm	RD	Caroline M. Rudd
595	300477734780	027-3-103-000	Land and Building	R1	201	201	Starr Farm	RD	Ted Jacobites
592	300430734716	027-3-105-000	Land and Building	R1	207	207	Starr Farm	RD	Maurice A. Paquette Karen M Paquette
589	302949736960	024-1-063-000	Land and Building	R1	87	87	Sunset	DR	Norma C. Brunelle
689	303070736795	024-1-061-000	Land and Building	R1	109	109	Sunset	DR	Thaddeus Zabiegalski Frances Zabiegalski
898	303109736727	024-1-060-000	Land and Building	R1	117	117	Sunset	DR	Andrew E. Potter Meagan G. Potter
850	303315736735	024-1-112-000	Land and Building	R1	126	126	Sunset	DR	Mary A. Perry Joan G. Perry Judith B. Bailey
851	303299736401	024-2-157-000	Land and Building	R1	151	151	Sunset	DR	Yolanda Flores
853	302428735423	024-2-104-000	Land and Building	R1	13	13	Tracy	DR	Neil Guilmette Michelle Guilmette
1681	302371735380	024-2-105-000	Land and Building	R1	19	19	Tracy	DR	Michelle Valiquette John J. Valiquette Jr.
1683	301514734657	027-3-069-000	Land and Building	R1	131	131	Tracy	DR	Hue Thi Nguyen Tuan Nguyen
1684	301438734640	027-3-071-000	Land and Building	R1	139	139	Tracy	DR	Liam N. Page
1688	301386734597	027-3-073-000	Land and Building	R1	145	145	Tracy	DR	Debra A. LeBlanc
553	301107734379	027-3-083-000	Land and Building	R1	181	181	Tracy	DR	Margaret Poulin Kirk Poulin Robin A. Smith Laura J. Blaise Rebecca L. Richardson
12655	302040736842	024-1-020-000	Land and Building	R1	37	37	Turf	RD	Jay P. Bessette Diem T. Ha
662	303063737772	024-1-078-000	Condo Land	RC	1	1	Valade	ST	Valade Park Condo Association
663	303195737405	024-1-084-000	Land and Building	R1	42	42	Venus	AVE	Harvey C. Allard Jr. Margaret M Allard
665	303276737383	024-1-085-000	Land and Building	R1	46	46	Venus	AVE	Ziyu Fang
950	303507737147	024-3-012-000	Land and Building	R1	77	77	Venus	AVE	Macie Sicard Brian Sicard
873	303733737206	024-3-016-000	Land and Building	R1	94	94	Venus	AVE	John F K Rouille Mary R Rouille
881	303700737029	024-3-009-000	Land and Building	R1	101	101	Venus	AVE	Muaz Omanovic Kija Omanovic
492	302132735650	024-2-131-000	Land and Building	R1	19	19	West	RD	Richard Sener Karen J. Sener
491	301910735636	024-2-139-000	Land and Building	R1	38	38	West	RD	Gina A. Scafa
1631	301501735308	023-4-018-000	Land and Building	R1	90	90	West	RD	Joshua Farley Andrea Farley
12221	301575735164	023-4-015-000	Land and Building	R1	95	95	West	RD	Heinrich Savelberg Christina T. Savelberg Casandra C. Savelberg
12222	301521733604	027-3-014-000	Land and Building	R1	66	66	Western	AVE	Kimberly Ann Hunt Alexander T. Messinger
463	300746737816	023-3-061-000	Land	RL	19	19	Woods	ST	Champlain Housing Trust Inc.
1626	300686738042	023-3-164-000	Land and Building	R1	40	40	Woods	ST	First United Methodist Church of Burlington VT
1625	301216733969	027-3-031-000	Land and Building	R1	10	10	York	DR	Roland A Dion Gail A Dion
1650	301364733886	027-3-009-000	Land and Building	R1	15	15	York	DR	Kim M. Palasits
	301438733948	027-3-008-000	Land and Building	R1	29	29	York	DR	Steven R. Benoit Jean M. Benoit
*Properties on	301447734149	027-3-033-000	Land and Building	R1	38	38	York	DR	Kendra Barber Israel Smith

LEGEND:

	Department of Permitting & Inspections--Trades Division
	Department of Permitting & Inspections--Housing Division

	Department of Permitting & Inspections--Zoning Division
	Burlington Public Works--Water Resources
	Burlington Electric Department
	Department of Public Works

Resolution Relating to

RELEASE OF CERTAIN GLEBE AND PERPETUAL
LEASE-LAND INTERESTS AND REVISION OF THE CITY
OF BURLINGTON PERPETUAL LEASE LAND
INTERESTS LIST

RESOLUTION 5.17

Sponsor(s): Councilor Traverse

Introduced: 09/29/25

Referred to: _____

Action: adopted

Date: 09/29/25

Signed by Mayor: 09/30/25

CITY OF BURLINGTON

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

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

That WHEREAS, on December 7, 2020, the City Council adopted a City of Burlington Retained Perpetual Lease Interests List (hereafter Retained Interests List) pursuant to Act 152 (codified in 24 V.S.A. 2409); and

WHEREAS, the City Council requested that if City staff identified properties on the Retained Interests List as appropriate for release in the future—for example, because outstanding issues are resolved,—those properties should be brought forward to the Council and the Retained Interests List should be updated; and

WHEREAS, City staff have identified a number of properties that are appropriate for release since the last release in June, 2025;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby releases the glebe/perpetual leased land interests it may have in the following City of Burlington properties pursuant to 24 V.S.A. §2401 and requests that the City of Burlington Retained Perpetual Lease Interests List be revised accordingly:

- 50 Meridian Street (024-3-023-000)
- 49 Oakland Terrace (027-3-001-000)
- 27 Starr Farm Beach (027-1-061-130)
- 54 Venus Avenue (024-1-086-000)
- 99 North Cove Road (000-0-000-000)

R: Glebe or Lease Lands/City Council Action-Resolutions/Resolution re Release of Certain Glebe Lands 9/29/25
9/24/25

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

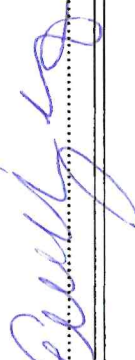
Release Of Certain Glebe Lands And Perpetual Lease-Land Interests And Revision Of
The City Of Burlington Perpetual Lease Land Interests List

Adopted by the City Council

September 29....., 20..... 25.....

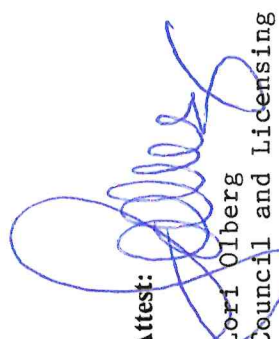
..... Clerk

Approved..... Sept 30....., 20..... 25.....

..... Mayor

Vol. Page

Attest:


Lori Olberg
Council and Licensing Coordinator

* * * * *

Property/MSN	PIN	TaxID	Property Type	Assessor	Address	Address Numeric	Street	Type	Owner List
31327272004	31327272004	044-033-000	Land and Building	C	130	130	Bank	ST	Cityplace Partners, LLC
301961796648	301961796648	044-002-000	Land and Building	R1	36	36	Barley	RD	Matthew J. Bombard Emily K. Bombard
302140736242	302140736242	024-2-009-000	Land and Building	R1	77	77	Barley	RD	Ulfesa Vujanovic Draginja Vujanovic
756	756	049-1-143-001	Land and Building	C	60	60	Battery	ST	Diamond Rock Burlington Owner LLC
809	809	024-2-052-000	Land and Building	R1	41	41	Barley	CT	Huy Vo
806	806	024-2-049-000	Land and Building	R1	64	64	Barley	CT	Phet Sayamouangkhua Bouvareh Sayamouangkhua
1067	303452735586	024-001-000	Land and Building	R1	70	70	Barley	CT	James L. Loveloy
12228	303585735701	024-003-000	Land and Building	R1	82	82	Barley	CT	Champion Housing Trust Inc.
1073	303811735649	024-009-000	Land and Building	R1	99	99	Barley	CT	Joseph R. Guay Wendy M. Guay
1186	303921735755	024-133-000	Land and Building	R1	111	111	Barley	CT	Michael F. McGarrhan Kelly J. McGarrhan
1174	304108736082	024-120-000	Land and Building	R1	128	128	Barley	CT	Robert Larue Marjorie W. Larue
1175	304197736141	024-121-000	Land and Building	R1	132	132	Barley	CT	Muna Gurung Mann Gurung
1178	304397736312	024-124-000	Land and Building	R1	144	144	Barley	CT	Nadia A. Mitchell Alexander V. Mitchell
6554	314407737140	053-9-195-000	Land and Building	R1	20	20	Caroline	ST	Carolyn Lamoreaux Bates Revocable Trust
6500	314407737193	053-9-140-000	Land and Building	R2	65	65	Caroline	ST	Ruby L. Thibault Jed H. Thibault Aurélien G. Thibault
6498	314560717370	053-9-138-000	Land and Building	R1	75-77	75-77	Catherine	ST	Bruce W. Bierbaum Karl Lynn Bierbaum
8497	314647717427	053-9-137-000	Land and Building	R3	83	83	Catherine	ST	Ringo Martinez-Cazon Keith S. Laveaun
818	303247735059	024-2-063-000	Land and Building	R1	14	14	Cayuga	CT	Cynthia B. Burton Jon B. Burton
826	303382735362	024-2-071-000	Land and Building	R1	17	17	Cayuga	CT	Scott S. Smith Stacey R. Smith
821	303457735162	024-2-066-000	Land and Building	R1	30	30	Cayuga	CT	Mary Logan Lockwood
833	303457735227	024-2-068-000	Land and Building	R1	40	40	Cayuga	CT	Mark P. Moye and Joyce Ann Howard Trust
1083	303587735324	024-019-000	Land and Building	R1	56	56	Cayuga	CT	Theresa M. Lacroix
1109	303587735324	024-050-000	Land and Building	R1	65	65	Cayuga	CT	Kevin Healy Arlene Healy
1107	303858735329	024-048-000	Land and Building	R1	75	75	Cayuga	CT	Burns Wilson Darrill III Francisco Magdalena Darrill
1105	303936735400	024-046-000	Land and Building	R1	81	81	Cayuga	CT	Jeffrey S. Clements Lynne C. Clements
1092	304024735477	024-044-000	Land and Building	R1	101	101	Cayuga	CT	James F. Burt Vera Burt
1098	304387735722	024-038-000	Land and Building	R1	129	129	Cayuga	CT	Jeffrey Desautels Tina Desautels
5329	313347732058	044-033-000	Land and Building	CL	75	75	Cherry	ST	Cityplace Partners, LLC
762	303209734578	024-2-003-000	Land and Building	R1	9	9	Clover	LN	Thinh Dang Son Tran
549	303218973675	024-1-009-000	Land and Building	R1	37	37	Clover	LN	Christine M. Thompson
542	303218973675	024-1-008-000	Land and Building	R1	45	45	Clover	LN	Timothy D. Thayer Debra Anne Thayer
4424	3117247212178	043-001-000	Land	E	2-Jan	2-Jan	College	ST	City of Burlington - Department of Public Works
2361	302490731951	028-2-220-000	Composite	EL	10	10	College	ST	City of Burlington
6994	311877721538	049-1-085-000	Land	EL	10	10	College	ST	Griffin West Joanna West
838	303247735027	024-2-088-000	Land and Building	R1	50	50	Cottage	GRV	Limira Aliver
1934	30319734747	028-1-004-000	Land and Building	R2	98	98	Cottage	GRV	Griffin West Joanna West
1675	3031706734578	027-3-058-000	Land and Building	R1	128	128	Cottage	GRV	Susan Sanders Hoxie
1674	3031656734537	027-3-057-000	Land and Building	R1	134	134	Cottage	GRV	Raymond F. Benoit Jr
168	303188734595	027-3-051-000	Land and Building	R1	170	170	Cottage	GRV	James Douglas Dagle
2050	303032734650	028-1-124-000	Land and Building	R1	22	22	Cross	PKWY	Robert P. Froulx Kelli P. Laplant Jennifer P. Tremblay Joanne P. Helefeld
2048	302922734562	028-1-124-000	Land and Building	R1	38	38	Cross	PKWY	Levi Maynard Kimberly Maynard
2039	302426734175	028-1-115-000	Land and Building	R1	102	102	Cross	PKWY	S. Brown Richardson Jane D. Richardson
2038	302315734089	028-1-114-000	Land and Building	R1	108	108	Cross	PKWY	Elizabeth H. Burns Alan Gladstone
2037	302197734005	028-1-113-000	Land and Building	R1	116	116	Cross	PKWY	Jamie Polite Gordana Polite
2035	302197734005	028-1-111-000	Land and Building	R1	130	130	Cross	PKWY	Paul Held Susan Held
1457	300018734018	027-1-010-000	Land and Building	R1	34	34	Curtis	AVE	Tara Sullivan Brian J. Sullivan
1468	299891734018	027-1-021-000	Land and Building	R1	35	35	Curtis	AVE	George W. Buker Laurie A. Buker
1799	300308733953	027-3-172-000	Land and Building	R1	86	86	Curtis	AVE	Paul E. Summer Jr Laura L. Summer
1485	30024733953	027-3-172-000	Land and Building	R1	121	121	Curtis	AVE	Debra Heintz Cynthia J. Forehand
1486	30024733953	027-3-171-000	Land and Building	R1	124	124	Curtis	AVE	Hans H. Heikel Kathryn W. Heikel
1487	30014733953	027-3-038-000	Land and Building	R1	135	135	Curtis	AVE	Jacqueline A. Dame-Friley David S. Friley, Jr.
1480	300013733408	027-1-040-000	Land and Building	R1	156	156	Curtis	AVE	Joshua Perrin
1479	299950733765	027-1-034-000	Land and Building	R1	187	187	Curtis	AVE	Kendrick J. Forjules
1497	299865733875	027-1-032-000	Land and Building	R2	201	201	Curtis	AVE	BPAWS, LLC

CITY OF BURLINGTON RETAINED IN PERPETUAL LEASE LAND INTERESTS
LIST Last Revised 6/23/25

[illegible]

7198	30209774461	02-8-1-026-000	Land and Building	RL	111	111	111	Loado	DR	Kathryn A. Newton
6583	31207070000	04-2-041-000	Land and Building	E	1	113	113	Maple	ST	City of Burlington - Parks Dept.
693	31297700085	04-2-001-000	Land and Building	RA	1	113	113	Maple	ST	Maple Street Properties, LLC
967	31481776959	05-3-224-000	Land and Building	RL	16	16	16	Marian	ST	Jane Merola McKenzie
964	303439736520	04-3-116-000	Land and Building	RL	4	4	4	Marian	ST	Jessica Savage Damon Savage
4920	30360778669	02-4-026-000	Land and Building	RA	28	28	28	Marian	ST	Mustafa Jusupovic Amir Jusupovic
3619	31286571316	04-3-062-000	Land and Building	RA	58-64	58	58	Morroe	ST	Marjorie Properties
2004	312876722913	04-4-070-000	Land and Building	RA	61-63	61	61	Morroe	ST	Carl F. Albarelli
827	30891776980	03-8-1-002-000	Cemetery	E	455	455	455	North	AVE	Burlington City Cemetery Dept. Lake View Cemetery
814	303250734902	02-8-1-078-000	Land and Building	RL	1464	1464	1464	North	AVE	Milgram Dolma
830	303068734920	02-4-072-000	Land and Building	RL	1477	1477	1477	North	AVE	John Whitehouse Revocable Trust
899	303097735140	02-4-058-000	Land and Building	RA	1490	1490	1490	North	AVE	Sharon L. Foster
891	3027734982	02-4-075-000	Land and Building	RA	1501	1501	1501	North	AVE	Salman L. Foster
848	302760735193	02-4-077-000	Land and Building	RL	1519	1519	1519	North	AVE	Elizabeth Jane Fitzpatrick
792	302609735366	02-4-100-000	Land and Building	C	1541	1541	1541	North	AVE	Thunderbolt Garage LLC
791	30258735400	02-4-102-000	Land	RL	1547	1547	1547	North	AVE	Jolley Associates
789	303094735926	02-4-033-000	Rental Land	E	1554	1554	1554	North	AVE	BHA Franklin Square
870	302612735734	02-4-030-000	Rental Land	E	1562	1562	1562	North	AVE	Sisters & Brothers Investment Group, LLP
788	302362735872	02-4-127-000	Land and Building	C	1563	1563	1563	North	AVE	Burlington Housing Authority
885	302280735657	02-4-128-000	Land and Building	R2	1571	1571	1571	North	AVE	Lisa McLamb
779	302235735997	02-4-024-000	Land and Building	RL	1604	1604	1604	North	AVE	Erin Cushing Joshua Cushing
12273	302163735806	02-4-143-000	Land and Building	RL	1595	1595	1595	North	AVE	John R. Fisher Kathleen C. Fisher
511	302079736040	02-4-023-000	Land	RL	1610	1610	1610	North	AVE	Ginger J. Santor
511	302079736171	02-4-020-000	Land and Building	RL	1628	1628	1628	North	AVE	Mary Lantieri
775	302029736215	02-4-019-000	Land and Building	RL	1634	1634	1634	North	AVE	Simone M. Fally
529	301474736078	02-4-038-000	Land and Building	E	1645	1645	1645	North	AVE	City of Burlington School Dept.
528	301904736439	02-4-056-000	Land and Building	RL	1652	1652	1652	North	AVE	Hien Nguyen Phuong Chung
369	301761736459	02-4-056-000	Land and Building	RL	1670	1670	1670	North	AVE	Francis J. Faggia Jr. Anne G. Faggia
354	301727736500	02-4-055-000	Land and Building	RL	1676	1676	1676	North	AVE	Terrence G. Moore Carol L. Moore
368	300740737598	02-3-065-000	Land and Building	RL	1922	1922	1922	North	AVE	Elizabeth S. Lewis
353	300961737619	02-3-049-000	Land and Building	RA	1925	1925	1925	North	AVE	New Northgate Housing, LLC
366	300661737579	02-3-064-000	Land and Building	RL	1928	1928	1928	North	AVE	Kenneth Gokley
362	300604737753	02-3-048-000	Land and Building	RL	1929	1929	1929	North	AVE	Leah A. Orlan Ezra Orlan
360	300604737753	02-3-062-000	Land and Building	RL	1942	1942	1942	North	AVE	Denny Lee Johnson Christine H. Johnson
359	300547738027	02-3-057-000	Land and Building	RL	1954	1954	1954	North	AVE	Brent Huff Nicole Huff
123	300447738027	02-3-054-000	Land and Building	RL	1976	1976	1976	North	AVE	Jeanine Kneeland
99	30018738593	02-1-058-000	Land and Building	RL	2040	2040	2040	North	AVE	Amylin Street David H. Street
121	30014738593	02-1-057-000	Land and Building	RL	2044	2044	2044	North	AVE	Rama Lakshmi Coudry Charles P. Coudry
101	30012738571	02-1-039-000	Land and Building	RL	2047	2047	2047	North	AVE	Thomas M. Leduc Jody A. Leduc
118	30012738567	02-1-056-000	Land and Building	RL	2048	2048	2048	North	AVE	Robert Lapointe
109	299905738701	02-1-035-000	Land and Building	RL	2061	2061	2061	North	AVE	Gary D. Dion Linda D. Dion
114	30004738860	02-1-037-000	Land and Building	RL	2070	2070	2070	North	AVE	Alfred Cyr III Charles K. Cyr
64	29855738861	02-1-037-000	Land and Building	RL	2075	2075	2075	North	AVE	Tony Ann Torres
11	29855739779	02-1-065-000	Land and Building	RL	3130	3130	3130	North	AVE	P. Maria Spadouda
41	298501739747	02-1-066-000	Land	RL	3135	3135	3135	North	AVE	2751 North Miami Avenue LLC
25	298436739822	02-0-001-000	Land and Building	RL	3139	3139	3139	North	AVE	Sandra A. Labombard Tina M. Tolan Irena H. Labombard
22	298456739922	02-1-002-000	Land and Building	ML	3140	3140	3140	North	AVE	Todd M. Labombard Tina M. Tolan Irena H. Labombard
4702	298469740069	02-0-019-000	Land and Building	RL	3152	3152	3152	North	AVE	Tor D. Bortz Lorena K. Bortz
4701	298469740302	02-0-015-000	Land and Building	RL	3174	3174	3174	North	AVE	Treehouse Garage LLC
4700	31229974080	04-1-255-000	Land and Building	R2	87	87	87	North	AVE	PHE, INC
4699	3123574076	04-1-254-000	Land and Building	E	89	89	89	North	ST	Burlington Emergency Shelter Inc
32	31238074053	04-1-253-000	Land and Building	CR	93-97	93	93	North	ST	3G LLC
476	298293740997	02-0-029-000	Land	EL	0	0	0	North Avenue	EXT	City of Burlington - Parks Dept.
4782	31271732677	04-4-019-000	Rental Land and Building	E	20-01	20	20	North	ST	Burlington Housing Authority
59	312439733683	04-4-310-000	Land and Building	CR	99	99	99	North	ST	Erison Real Estate LLC
60	312478733958	04-4-316-000	Land and Building	RL	125	125	125	North	ST	Martha J. Caswell Seth Wolcott-MacCausland
61	298848740073	02-1-027-000	Land and Building	RL	40	40	40	North	RD	Robert Britow-Johnson Phyllis Britow-Johnson
12123	298848740167	02-1-030-000	Land and Building	R2	50	50	50	North	RD	Gabriel Handy
53	298852740449	02-1-031-000	Land	RL	52	52	52	North	RD	Timothy A. Muir Frances D. Muir

Lori Olberg

From: Christopher Haessly <haessly@burlingtontelecom.net>
Sent: Thursday, September 25, 2025 8:42 PM
To: Lori Olberg
Cc: 'Ward 3 NPA Steering Committee'
Subject: RE: Ward 3 NPA Resolution - Overdose Prevention Center

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

Hi Lori,

Would you please include the Ward 3 NPA resolution referenced below on the upcoming City Council agenda? I looked earlier this evening and didn't see it listed on the consent agenda or under the communications section.

Thanks!
Chris

Christopher Haessly
Ward 3 NPA Steering Committee

From: Christopher Haessly <haessly@burlingtontelecom.net>
Sent: Monday, September 22, 2025 11:01 AM
To: 'Mayor Mulvaney-Stanak' <mayor@burlingtonvt.gov>; 'Burlington City Council' <citycouncil@burlingtonvt.gov>
Cc: 'Ward 3 NPA Steering Committee' <ward-3-npa-sc@googlegroups.com>; 'Lori Olberg' <lolberg@burlingtonvt.gov>
Subject: Ward 3 NPA Resolution - Overdose Prevention Center

Greetings Madam Mayor and Members of the City Council:

The Ward 3 Neighborhood Planning Assembly (NPA) adopted a "Resolution related to the Location of the Proposed Overdose Prevention Center" at our meeting on May 7, 2025, and we ask that the NPA Resolution be taken into consideration when the City Council begins deliberations on the location of the proposed Overdose Prevention Center.

Respectfully,
Chris

Christopher Haessly
Ward 3 NPA Steering Committee

Resolution Relating to

RESOLUTION_____

THE LOCATION OF THE PROPOSED
OVERDOSE PREVENTION CENTER

Sponsor(s): _____
Date: _____

WARD 3 NEIGHBORHOOD PLANNING ASSEMBLY

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

Resolved by the Ward 3 Neighborhood Planning Assembly, as follows:

1 That WHEREAS, there are a number of individuals currently living within the City of Burlington who
2 are struggling with an untreated substance use disorder; and

3 WHEREAS, a number of service providers for individuals struggling with substance use disorder
4 are located in or within close proximity to downtown Burlington; and

5 WHEREAS, there exists a syringe distribution program located near the Church Street
6 Marketplace which provides free syringes to individuals struggling with substance use disorder; and

7 WHEREAS, the accumulation of syringe litter has created a public health and safety issue that
8 has been identified as a major problem for city residents and business alike; and

9 WHEREAS, downtown residents and businesses have been adversely impacted by the behaviors
10 of individuals struggling with substance use disorder; and

11 WHEREAS, the public use and consumption of illegal drugs and narcotics has contributed to
12 negative perceptions about downtown Burlington; and

13 WHEREAS, an Overdose Prevention Center may help to reduce the public use and consumption
14 of illegal drugs and narcotics and the accumulation of syringe litter; and

15 WHEREAS, an Overdose Prevention Center may help to prevent overdose deaths and provide a
16 safe space for individuals to seek treatment and receive medical care; and

17 WHEREAS, Substance Use Disorder is a medical condition that requires medical treatment; and

18 WHEREAS, the delivery of medical treatment is best achieved at a designated medical facility;

19 NOW, THEREFORE, BE IT RESOLVED that the Ward 3 Neighborhood Planning Assembly
20 hereby supports the establishment of an overdose prevention center; and

21 BE IT FURTHER RESOLVED that the Ward 3 Neighborhood Planning Assembly believes that
22 the best location for the proposed overdose prevention center is on the campus of the UVM Medical
23 Center; and

BE IT FURTHER RESOLVED that the Ward 3 Neighborhood Planning Assembly vigorously opposes the establishment of an overdose prevention center within the downtown core or the Central Business District; and

BE IT FURTHER RESOLVED that the Ward 3 Neighborhood Planning Assembly calls upon the City Council to establish a local ordinance that prohibits the public use and consumption of illegal drugs and narcotics; and

BE IT FURTHER RESOLVED that the Ward 3 Neighborhood Planning Assembly calls upon the State Legislature to increase the number of treatment beds available for individuals who wish to receive treatment for substance use disorder but are unable to do so due to the lack of resources; and

FINALLY, BE IT RESOLVED that the Ward 3 Neighborhood Planning Assembly calls upon the State Legislature to establish a compulsory program for compassionate custodial care for individuals engaged in the public use and consumption of illegal drugs and narcotics.

Lori Olberg

From: Melo Grant
Sent: Friday, September 26, 2025 8:26 AM
To: Lori Olberg
Subject: 9/29/25 Consent Agenda item
Attachments: Front Porch Forum Post September 17th.docx

Good Morning Lori,

Please add the attachment to the Consent agenda for 9/29/25. Thank you.

Sincerely,

Melo Grant (she/her)
Central District City Councilor (Wards 2 and 3)
megrant@burlingtonvt.gov
802.310.0962

Mayor's weekly community meet-ups: Find out where you can meet and ask Mayor Mulvaney-Stanak questions directly. The schedule is located [here](#).

What is the Mayor working on: Mayor's Community Safety Forums and Press Conferences are located [here](#).

Know who to call: [Safety and Security Guide](#)

Be Alert: Visit [SeeClickFix](#) or download the app to submit a wide variety of service needs around our city including street or sidewalk pavement issues, graffiti on public property, greenbelt violations, and dozens of other community concerns. Select "Parks Department Issue" to report encampments, down trees, or other issues in city parks.

Stay informed about city meetings: Visit [CivicClerk](#) to view all public meetings and associated documents for City Council, boards, and committees. Once logged in, click the "Manage Subscriptions" button in the upper-right hand corner to get email alerts for any committee or board you are interested in when they post their agenda! Learn more about our various [Boards, Commissions, and Committees](#) and how to apply to join one.

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.

Front Porch Forum Post September 17th, 2025

Burlington Democrats

Antonio Golán • N. Union St, Burlington

Discussion

Burlington Democrats seem to believe that communities are homogeneous places where everyone politely agrees with each other except for the occasional, and ultimately meaningless, difference of opinion that under no circumstances should involve actual conflict. This idealized fantasy undermines civil discourse because it frames (genuine) dissent as a threat to the community rather than as something intrinsic to democracy. Burlington Democrats engage in an anti-politics where civic engagement is reduced to meaningless debates and choices (i.e. Rue Canada) rather than tackling tough sociopolitical issues (i.e. Palestine).

Real communities, however, are made up of citizens that have varying interests, attitudes, and sensibilities. Real communities are places, not only of unity, but also of division. Healthy communities value diversity and thus recognize that there are legitimate divisions within it. People who are serious about building community, understand that "politeness" and "being nice" are not the same as "civility" and "being respectful."

Calls for "unity" and "civility" are Burlington Democrats' tactic for silencing those that dare disagree with them. It is always a call for "unity" on their terms and for their adversaries to be more "civil." Every time someone challenges them on an issue of substance, the Burlington Democrats paternalistically tell them that they are threatening the community. You want a ballot measure on Israeli genocide... they tell you that "you are being divisive." You support Food Not Cops... they claim that you're making people "feel unsafe." You question the validity of a statistic that they completely fabricated... they say you are "attacking" them.

In a recent Front Porch Forum post, Councilor Allie Schachter, provided examples of violence and instances of violent rhetoric that have plagued, not only our nation, but our community (Charlie Kirk, Paul Pelosi, a recent social media post, etc.). However, she failed to mention the three Palestinians who were shot on our own streets. Indeed, the Burlington Democrats never mention them when talking about people in Burlington "feeling unsafe."

The Burlington Democrats don't engage in civil discourse, they engage in gaslighting... and we shouldn't fall for it.



Office of Mayor Emma Mulvaney-Stanak

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

September 29, 2025

Dear Councilors,

I am pleased to bring forward for your consideration the appointment of Dr. Kelli Perkins to the position of Director of the Office of Racial Equity, Inclusion, and Belonging.

Dr. Perkins has 20 years of professional experience at the intersection of educational administration, DEI, and human resources, most recently serving as the Human Resources and Justice, Equity, Diversity and Inclusion (JEDI) Director for Vital Communities, an Upper Valley nonprofit focused on community and economic development. Dr. Perkins's work at Vital Communities included implementing an equity-based, results-based accountability tool and coordinating their corporate council DEI community of practice program with several large employers in the area.

Prior to that, Dr. Perkins worked at the University of Vermont as the Associate Director of Residential Education where she designed training programs for 150+ employees in the department. She earned her Doctor of Education from Northeastern University, as well as a Master of Science in Adult Education from North Carolina Agricultural & Technical State University. Kelli is also a restorative justice practitioner and has trained others in restorative approaches.

Dr. Perkins also has close ties to the community, and she brings the necessary skills, compassion, and acumen to continue the strong work stewarded by many community members, prior REIB Directors and Interim Directors, and city staff who have all dedicated great care in the evolution of the REIB department and the precursor work prior to 2019.

The City engaged in a national search for the REIB Director position and conducted two rounds of interviews. The Interview Panel included representatives from multiple City departments, current and former City Councilors, AALV, and the Mayor's Office. I extend my gratitude to the staff, councilors, and community members who were generous with their time during this process.

Upon confirmation, Kelli will begin serving as the REIB Director one week from today on Monday, October 6.

I have full confidence that Dr. Perkins will serve the City of Burlington well as our next REIB Director, and I thank you for your consideration of this appointment.

With gratitude,

Emma Mulvaney-Stanak
Mayor

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

Kelli A. Perkins, Ed.D., SHRM-CP

STRATEGY AND EXECUTION ■ INCLUSION AND EQUITY ■ HUMAN AND ORGANIZATIONAL DEVELOPMENT

Winooski, VT | www.linkedin.com/in/kelli-ann-perkins

Interculturally competent, human-centered, dynamic and highly accomplished educational administrator turned human resources leader with 20 years of professional experience and a proven track record across of supporting stakeholders in various capacities and with expertise in staff development; intercultural development; leadership development; budget management; crisis management; health promotion; developing and implementing learning to advance diversity, equity, and inclusion initiatives; restorative practices; managing complex change and leading organizational change initiatives; project implementation and management; developing strategies to support community health, well-being, belonging, and care.

CORE COMPETENCIES

Strategic Leadership & Execution
DEIB Program Development
Human Resources Management
Intercultural Competence

Change Management
Organizational Development
Public Speaking and Presentation
Crisis Management

Budget Management
Conflict Resolution
Stakeholder Collaboration
Data-Driven Decision Making

PROFESSIONAL EXPERIENCE

Human Resources & JEDI (Justice, Equity, Diversity, Inclusion) Director

Vital Communities: White River Junction, VT | April 2024 – Present

- ◆ Develop and implement a full cycle HR strategy from attraction to offboarding that reflects promising practices
- ◆ Develop and improve internal HR policies and practices ensuring they are equitable, transparent and informed by staff input
- ◆ Refine compensation and benefits strategy to provide motivation, incentives, and rewards for effective performance and to increase retention, including regular analysis of competitiveness in the regional labor market
- ◆ Moved organization from group insurance to an ICHRA plan, creating \$81,840 organizational savings in the current fiscal year and expanded health care offerings from only individual employees to employees plus family
- ◆ Ensure compliance with state and federal employment laws and regulations, including filing required reports
- ◆ Chair JEDI Team and in coordination with them develop and execute strategies to implement organizational JEDI goals, create projects plans, benchmarks, and deliverables for JEDI initiatives while establishing and tracking measurements for success
- ◆ Implement yearly organization-wide DEI audits and develop strategies to address findings
- ◆ Lead DEI Community of Practice within Vital Communities' Corporate Council and increased participation from 8 to 14 corporate and higher education partners
- ◆ Led Vital Communities to becoming the first Vermont organization to complete the Disability Friendly Workplace Certification through the Special Needs Support Center
- ◆ Analyze staff and organizational training needs related to JEDI and create and execute a plan to address them
- ◆ Serve as staff liaison for Board JEDI Committee and assisted with development of Board DEI policy

Dean of Student Life & Culture

The Madeira School: McLean, VA | July 2021 – April 2024

- ◆ Supported student development, learning, health, and safety by working to curate a joyful, equitable, and inclusive community while developing and managing social policies, protocols, and practices as a member of the School's senior administrative team
- ◆ Provided oversight, leadership, and leadership for the Dean of Student Life & Culture Office and Health & Wellness Center which includes student activities, engagement, and leadership, residential life, the campus resident program, 9th grade student life and health promotion course, advisory, community standards & discipline, physical & mental health, the dining program, on-call response during the academic year and summer programs, and administration of an approximately \$2.9 million dollar budget
- ◆ Provided direct supervision, training, and support to 3 associate/assistant deans, Director of Counseling, Director of Nursing, 2 Dining Hall Operations Managers, and 1 administrative coordinator; indirect supervision of 4 nurses, 2 mental health counselors, 4 class deans and 37 campus resident life staff members
- ◆ Led 12-member Equity Team to develop and implement professional DEI learning for faculty, staff, and students and provide support for multicultural student organizations and affinity groups
- ◆ Provided direct supervision, training, and support to 3 associate/assistant deans, Director of Counseling, Director of Nursing, 2 Dining Operations Managers, and an executive assistant; indirect supervision of 4 nurses, 2 counselors, 4 class deans and 37 campus residents
- ◆ Led planning and implementation of school-wide events and programming including New Student Orientation, Move-In, Community Meetings, All- School Assemblies, Opening and Closing Convocation, Flu Clinic, and Speakers Series
- ◆ Ensured the appropriate onboarding, training and mentoring of all dorm related faculty and campus residents by leading professional development and learning for campus residential staff and others as they participate in the Residential Life Program and allocate campus housing by working collaboratively with the Head of School, the Dean of Faculty & Academics, and HR
- ◆ Led Covid Response Team through May 2023, and led Safety and Security & Culture Committee; Served as member of 2022-2027

Assistant Director for North Campus

University of Maryland, College Park: College Park, MD | November 2020 – June 2021

- ◆ Provided general oversight, leadership, and vision for a 5500-bed North Campus residential community including oversight for North Campus unit budget of approximately \$800,000 as a member of the Residence Life leadership team
- ◆ Managed day-to-day functions of North Campus staff including overseeing the recruitment, selection, training, and direct supervision to 3 mid-level Community Directors and a Residential Mental Health Case Manager and indirect supervision of 10 master's level Resident Directors and 150 resident assistants, including unionized staff
- ◆ Coordinated administrative processes and develop interventions to respond to student behavioral concerns on North Campus in conjunction with the Office of Rights & Responsibilities
- ◆ Instructor of record for 2 sections of HESI 470: Introduction to College Personnel for aspiring resident assistants
- ◆ Served in Resident Life senior leadership crisis response on-call duty rotation and organized North Campus on-call response team
- ◆ Facilitated implementation of community development strategy and Restorative Practices in residence

Associate Director for Residential Education

University of Vermont: Burlington, VT | June 2017 – January 2020

- ◆ Provided general oversight, leadership, and vision for a 5800-bed residence hall system including administering & tracking budget for Residential Education Team and other departmental budgets in excess of \$500,000 as a member of the executive leadership team
- ◆ Managed day-to-day functions of Residential Education team including overseeing the recruitment, selection, training, and direct supervision to 3 Assistant Directors and 1 Community Coordinator and indirect supervision of 6 Area Coordinators, 1 Residence Director, 17 graduate residence directors, and 136 resident assistants, including unionized staff
- ◆ Led team that developed UVM's first residential curriculum
- ◆ Participated in central management of the Residential Life program including, budgeting, long-range strategic planning, policy development, and assessment and evaluation of programs
- ◆ Responded to student crises, student conduct issues, and parental concerns and led residential on-call response team
- ◆ Served as Residential Life liaison to Counseling and Psychiatry Services, Police Services, Center for Health and Well-Being, Women's Center, Mosaic Center for Students of Color, Title IX, Admissions, First-Year Experience, and other campus offices
- ◆ Led steering committee to develop and implement a residential curriculum
- ◆ Served on Departmental Diversity Group to plan trainings for the full Residential Life staff

Director of First Year Experiences

Illinois Wesleyan University: Bloomington, IL | January 2016 – June 2017

- ◆ Coordinated Turning Titan: New Student Orientation, transfer orientation, and pre-orientations for over 500 incoming students each year on campus and lead Office of Orientation Services as a member of the Student Affairs Leadership Team
- ◆ Selected and trained 70 Titan Orientation Leaders implementing parent orientation program
- ◆ Served on Advising and Summer Reading Committee, Retention Committee, Alcohol Task Force, Sexual Assault Task Force, and other transitions-related committees
- ◆ Coordinated residential first year experience programmatic efforts, Academic Skills Series, and other offerings for first-year students
- ◆ Directed departmental advertising, recruiting, and staff selection processes for 5 resident directors, 47 resident assistants, and over 100 residential desk aides
- ◆ Supervised 2 master's level residence directors, 2 graduate resident directors, and an orientation graduate assistant while organizing housing and roommate selection process for first-year students
- ◆ Developed, administered, and tracked orientation and FYE budgets, and residential life programming budgets in excess of \$80,000.
- ◆ Assisted first year students in getting acclimated to the collegiate life through a series of academic, educational, and social programs by creating and implementing the 1850 Project, a signature first year experience platform that initially engages them in the summer prior to and the first 50 days (approximately 6 weeks) of the start of their first year at Illinois Wesleyan University to facilitate a sense of belonging and familiarize incoming students with University resources
- ◆ Served on various institutional level committees including 2017-2023 Strategic Planning Committee, University Marketing & Communications committee, and as an Admissions reviewer
- ◆ Supported resident assistants with developing community norms in these areas by adding Multicultural and Sustainability Peer Educators to first year residence halls

Assistant Director of Residential Life & Student Conduct

University of Louisiana at Monroe: Monroe, LA | August 2014 – December 2015

- ◆ Performed human resources functions including recruitment, selection, training, supervision, and evaluation of 7 hall directors while providing indirect supervision for 32 resident assistants, including
- ◆ Offered 24-hour live-on on-call support for residential students while managing all residential crisis protocol; imposing sanctions, disengagements, suspensions, and no contact orders based on incidents and judicial hearings
- ◆ Oversaw, advised, and assessed Residence Hall Council's programming efforts

- ◆ Managed residential services for summer conferences, including marketing, housing assignments, billing for in excess of \$500,000, and managing summer hall staff
- ◆ Instructor of record for 2 sections of Counseling 4033: Resident Assistant Training Course
- ◆ Implemented Safe Zone certification offering for resident assistants, a first offered at the University
- ◆ Expanded Sophomore Discovery Learning Community by offering student participants the opportunity to be linked with an alumni mentor through collaboration with Alumni Affairs Office

Assistant Director of High School Life

UNC School of the Arts: Winston Salem, NC | September 2010 – June 2014

- ◆ Recruited, selected, trained, and supervised 4 residence hall coordinators, a graduate assistant, an administrative associate, and 7-10 work study desk assistants
- ◆ Managed and allocated approximately \$250,000 programming budget
- ◆ Planned and implemented fall, spring, and summer training for professional residence life staff
- ◆ Chaired University Judicial Hearing Board cases for administrative judicial cases for the most serious infractions of the student code of conduct. Implemented training for judicial board members

EDUCATION

Doctor of Education - Northeastern University: Boston, MA

Concentration: Organizational Leadership

Dissertation: Beyond #BlackGirlMagic: Persistence of Black Women to Executive Level Careers in Higher Education Administration

Master of Science in Adult Education - North Carolina Agricultural & Technical State University: Greensboro, NC

Concentration: College Leadership and Administration

Certificate: Community College Teaching—English

Bachelor of Arts in Educational Studies - Trinity College: Hartford, CT

Concentration: Urban Educational Policy: Race, Class, and Economics

Award: The Jonathan Levin Prize in Education

CERTIFICATIONS

Intercultural Development Inventory (IDI) Qualified Administrator— since October 2017

Intercultural Conflict Styles Inventory (ICS) Qualified Administrator— since October 2017

Diversity, Equity, and Inclusion in the Workplace (USF Corporate Training and Professional Education) – June 2021

Restorative Practices for Educators Train-the-Trainer (International Institute of Restorative Practices)— since December 2021

Society of Human Resources Management Certified Professional— July 2024-July 2027

Adult Mental Health First Aid (Fairfax County Community Services Board)—through July 2025

Youth Mental Health First Aid (Fairfax County Community Services Board)—through July 2026

SELECTED PUBLICATIONS & PRESENTATIONS

Engram, Jr., F. V., **Perkins, K. A.**, & Williams, M. R. (2019). Find a way or make one: Navigating an intersectional experience while being your authentic self as a new professional of color. In M. G. Burke & U. M. Robinson (Eds.), *No Ways Tired: The Journey for Professionals of Color in Student Affairs* (Vol. 2, pp. 53-61). Charlotte, NC: Information Age Publishing.

Mrowka, K.A., Rodriguez, R., Baker-Meno, E., Bhatt, R., Godowski, J. P., **Perkins, K.** (2024). Using restorative practices to build stronger and more inclusive communities. *Journal of College and University Student Housing*, 50(3), 70-83.

Perkins, K. A., & Herring, G. (2021). Generational perspectives and influence within student affairs workplaces. *New Directions for Student Services*, 2021, 73-82. <https://doi.org/10.1002/ss.20398>.

Perkins, K. A. & Rodriguez, R. (2021). Lead self first: Leadership and social justice self-actualization from within the system. In E. Parker (Ed.), *Becoming a Diversity Leader on Campus: Navigating Identity and Situational Pressures*. Abingdon, Oxon: Routledge.

Perkins, K. A., Shannon, N. R., & White, A., (2018, March). “Emerging Adulthood and Identity: Supervising and Supporting New Professionals.” Applied research presented at the annual meeting of ACPA: College Student Educators International, Houston, TX.

PROFESSIONAL AWARDS

- ◆ American College Personnel Association’s (ACPA) Coalition for Women’s Identities’ Mid-Level Professional Award—March 2021
- ◆ UVM Police Services Civilian Service Award—May 2019

SOFTWARE EXPERTISE

Microsoft Office Suite, Google Suite, Qualtrics, NVivo, SPSS, Canvas, ADP, Peoplesoft, Slack, Trello, Paycor, Blackbaud

CITY OF BURLINGTON

In the Year Two Thousand Twenty-Five

An Ordinance in Relation to

PROHIBITING INDECENT EXPOSURE

ORDINANCE _____
Sponsor: *Councilor Traverse,*
Ordinance Committee
Public Hearing Dates: _____

First reading: _____
Referred to: _____
Rules suspended and placed in all
stages of passage: _____
Second reading: _____
Action: _____
Date: _____
Signed by Mayor: _____
Published: _____
Effective: _____

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

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

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

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

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

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

21-25 Public indecent exposure.

16
17
18
19 (a) Authority. This section is enacted pursuant to the specific authority granted municipalities under 24
20 V.S.A. § 2291 to promote public health, safety, welfare, and convenience. It is the purpose of this
21 article to regulate public indecent exposure, which is deemed to be a public nuisance.
22

(b) Definitions.

“Public indecent exposure” is defined as a person exposing their genitals or anus on any street, sidewalk, or other public place.

“Public place” is defined as any location frequented by the public, or where the public is present or likely to be present, or where a person may reasonably be expected to be observed by members of the public, and where nudity or exposure is not necessarily and customarily expected. Public places include, but are not limited to streets, sidewalks, parks, beaches, business and commercial establishments (whether for profit or not-for-profit and whether open to the public at large or where entrance is limited by a cover charge or membership requirement), bottle clubs, hotels, motels, restaurants, night clubs, country clubs, cabarets and meeting facilities utilized by any religious, social, fraternal or similar organizations. Premises used solely as a private residence whether permanent or temporary in nature and other places where an individual would not reasonably be expected to be observed by members of the public or where nudity or exposure is necessarily and customarily expected, shall not be deemed a public place.

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

(d) Enforcement. A person who violates this section commits a first offense of indecent exposure punishable by a civil penalty of one hundred dollars (\$100.00) (with a waiver penalty of fifty dollars (\$50.00)) for the first offense. A person will be considered to have committed a second offense if it occurs less than six (6) months after a first offense, punishable by a civil penalty of two hundred dollars (\$200.00) (with a waiver penalty of one hundred dollars (\$100.00)). A person will be considered to have committed a third offense if it occurs less than six (6) months after a second offense, which is a criminal offense, pursuant to 24 V.S.A. § 1974, punishable by a criminal penalty of five hundred dollars (\$500.00). Any charges or citations shall be dismissed and the associated penalties shall be waived upon the successful completion of a restorative or reparative justice program through the Community Justice Center or City Circle. In addition to the enforcement procedures listed in this section, the city is authorized to commence a civil action to obtain injunctive and/or other appropriate relief, or to pursue any other remedy authorized by law.

(e) Exceptions.

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

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

iii. Persons operating an event or activity under authority of an entertainment permit, parade/street event permit, or parks special use permit are exempt from these provisions. Such persons shall comply with all conditions of such permits or licenses.

CITY OF BURLINGTON

In the Year Two Thousand Twenty-Five

An Ordinance in Relation to

PROHIBITING INDECENT EXPOSURE

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

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

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

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

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

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

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

21-25 Public indecent exposure.

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

(b) Definitions.

“Public indecent exposure” is defined as a person exposing their genitals or **anal region** on any street, sidewalk, or other public place.

“Public place” is defined as any location frequented by the public, or where the public is present or likely to be present, or where a person may reasonably be expected to be observed by members of

the public, and where nudity or exposure is not necessarily and customarily expected. Public places include, but are not limited to streets, sidewalks, parks, beaches, business and commercial establishments (whether for profit or not-for-profit and whether open to the public at large or where entrance is limited by a cover charge or membership requirement), bottle clubs, hotels, motels, restaurants, night clubs, country clubs, cabarets and meeting facilities utilized by any religious, social, fraternal or similar organizations. Premises used solely as a private residence whether permanent or temporary in nature and other places where an individual would not reasonably be expected to be observed by members of the public or where nudity or exposure is necessarily and customarily expected, shall not be deemed a public place.

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

(d) *Enforcement.* A person who violates this section commits a first offense of indecent exposure punishable by a civil penalty of one hundred dollars (\$100.00) (with a waiver penalty of fifty dollars (\$50.00)) for the first offense. A person will be considered to have committed a second offense if it occurs less than six (6) months after a first offense, punishable by a civil penalty of two hundred dollars (\$200.00) (with a waiver penalty of one hundred dollars (\$100.00)). A person will be considered to have committed a third offense if it occurs less than six (6) months after a second offense, which is a criminal offense, pursuant to 24 V.S.A. § 1974, punishable by a criminal penalty of five hundred dollars (\$500.00). Any charges or citations shall be dismissed and the associated penalties shall be waived upon the successful completion of a restorative or reparative justice program through the Community Justice Center or City Circle. In addition to the enforcement procedures listed in this section, the city is authorized to commence a civil action to obtain injunctive and/or other appropriate relief, or to pursue any other remedy authorized by law.

(e) *Exceptions.*

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

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

iii. Persons operating an event or activity under authority of an entertainment permit, parade/street event permit, or parks special use permit are exempt from these provisions. Such persons shall comply with all conditions of such permits or licenses.

CITY OF BURLINGTON

In the Year Two Thousand Twenty-Five

An Ordinance in Relation to

PROHIBITING INDECENT EXPOSURE

ORDINANCE 6.2

Sponsor: *Councilor Traverse,*

Ordinance Committee

Public Hearing Dates: _____

First reading: 06/23/25

Referred to: Ordinance Committee

Rules suspended and placed in all stages of passage: _____

Second reading: 09/29/25

Action: adopted as amended

Date: 09/29/25

Signed by Mayor: 09/30/25

Published: 10/08/25

Effective: 10/28/25

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

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

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

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

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

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

16
17 21-25 Public indecent exposure.

18
19 (a) Authority. This section is enacted pursuant to the specific authority granted municipalities under 24
20 V.S.A. § 2291 to promote public health, safety, welfare, and convenience. It is the purpose of this
21 article to regulate public indecent exposure, which is deemed to be a public nuisance.
22

ORIGINAL

AN ORDINANCE
IN RELATION TO

Introduced by

Councilor _____

Read in City Council first time

_____, 20_____.

Attest,

_____, Clerk.

Rules suspended, and ordinance placed in all stages of
passage.

_____, 20_____.

Attest,

_____, Clerk.

Read in City Council second time

_____, 20_____.

Attest,

_____, Clerk.

Passed in City Council at meeting held

_____, 20_____.

Attest,

_____, Clerk.

Approved

_____, 20_____.

_____, Mayor.

I, _____, City Clerk of the City of Burlington
and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has
been duly published according to Law and the Charter of the City, and in compliance with said
Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day,
namely the _____ day of _____, 20_____.

Adopted _____ Published _____ Effective _____
_____, City Clerk

Attest:

Distribution

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

* * * * *

* * * * *

(b) Definitions.

“Public indecent exposure” is defined as a person exposing their genitals or anus on any street, sidewalk, or other public place.

“Public place” is defined as any location frequented by the public, or where the public is present or likely to be present, or where a person may reasonably be expected to be observed by members of the public, and where nudity or exposure is not necessarily and customarily expected. Public places include, but are not limited to streets, sidewalks, business and commercial establishments (whether for profit or not-for-profit and whether open to the public at large or where entrance is limited by a cover charge or membership requirement), bottle clubs, hotels, motels, restaurants, night clubs, country clubs, cabarets and meeting facilities utilized by any religious, social, fraternal or similar organizations. Premises used solely as a private residence whether permanent or temporary in nature and other places where an individual would not reasonably be expected to be observed by members of the public or where nudity or exposure is necessarily and customarily expected, shall not be deemed a public place.

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

(d) Enforcement. A person who violates this section commits a first offense of indecent exposure punishable by a civil penalty of one hundred dollars (\$100.00) (with a waiver penalty of fifty dollars (\$50.00)) for the first offense. A person will be considered to have committed a second offense if it occurs less than six (6) months after a first offense, punishable by a civil penalty of two hundred dollars (\$200.00) (with a waiver penalty of one hundred dollars (\$100.00)) A person will be considered to have committed a third offense if it occurs less than six (6) months after a second offense, which is a criminal offense, pursuant to 24 V.S.A. § 1974, punishable by a criminal penalty of five hundred dollars (\$500.00). Any charges or citations shall be dismissed and the associated penalties shall be waived upon the successful completion of a restorative or reparative justice program through the Community Justice Center or City Circle. In addition to the enforcement procedures listed in this section, the city is authorized to commence a civil action to obtain injunctive and/or other appropriate relief, or to pursue any other remedy authorized by law.

(e) Exceptions.

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

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

iii. Persons operating an event or activity under authority of an entertainment permit, parade/street event permit, or parks special use permit are exempt from these provisions. Such persons shall comply with all conditions of such permits or licenses.

ORIGINAL

AN ORDINANCE
IN RELATION TO

Prohibiting Indecent Exposure

Introduced by

Councilor Traverse

Read in City Council first time

June 23, 20 25

Attest,

Traverse, Clerk.

Rules suspended, and ordinance placed in all stages of passage.

_____, 20 25

Attest,

_____, Clerk.

Read in City Council second time

September 29, 20 25

Attest,

Traverse, Clerk.

Passed in City Council at meeting held

September 29, 20 25

Attest,

Traverse, Clerk.

Approved

Sept 30, 20 25

Traverse, Mayor.

I, CAO Schad, City/Clerk of the City of Burlington and Clerk of the City Council of said City, do hereby certify that the within written Ordinance has been duly published according to Law and the Charter of the City, and in compliance with said Charter this certificate is hereto attached.

And the within Ordinance was ordered published for _____ day, _____ day of _____, 20 25.

Adopted _____ day of _____, 20 25. Published _____ day of _____, 20 25. Effective _____ day of _____, 20 25.

Distribution

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

Attest:

_____, _____

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.

CITY OF BURLINGTON

In the Year Two Thousand Twenty-Five

An Ordinance in Relation to

PARKING ENFORCEMENT

ORDINANCE _____

Sponsor: Public Works Commission
Public Hearing Dates: _____

First reading: _____

Referred to: _____

Rules suspended and placed in all
stages of passage: _____

Second reading: _____

Action: _____

Date: _____

Signed by Mayor: _____

Published: _____

Effective: _____

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

That Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 1, thereof to read as follows:

As written, with the following definitions inserted in alphabetical order:

Parking enforcement officer: Means any city employee designated by the director of public works or designee to enforce the parking restrictions of this code.

Traffic commission: Means the public works commission.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 23, thereof to read as follows:

(a) and (b), as written.

(c) The traffic commission may adopt regulations delegating its authority under this section to the director of public works or their designee, for the following purposes:

(1) To designate accessible street parking spaces when necessary or convenient to comply with federal and state disability access laws;

(2) To establish or change primary or secondary school zones or rules affecting school zones, or to establish or modify crossing guard placements, in response to requests from the school department or when warranted by changed circumstances or new data;

(3) To prohibit parking when necessitated based upon safety assessments, including to address line-of-sight issues at intersections or commercial driveways;

(4) To implement or modify restrictions on right turns at intersections when warranted by safety assessments; and

(5) To implement or modify restrictions that substantially conflict with published safety or engineering standards, including, without limitations, the city's own approved standard engineering specifications, the Public Right-of-Way Accessibility Guidelines and other relevant standards published by the United States Access Board, the Manual on Uniform Traffic Control Devices and other standards published by the Federal Highways Administration, binding regulations or safety guidelines published by the Vermont Agency of Transportation, and relevant guidelines published by the American Association of State Highway and Transportation Officials.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 41, thereof to read as follows:

The traffic commission is hereby authorized to establish school zones, and to authorize staff to establish primary or secondary school zones, consistent with subsection (c) of section 20-23 of this code, by causing the same to be designated by appropriate signs indicating the speed limit and erected not more than five hundred (500) feet in advance of a school ground or of a pedestrian crossing customarily used by primary or secondary school pupils.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 53, thereof to read as follows:

(a), as written.

(b) The traffic commission may conspicuously place, or authorize the public works director or designee to place, suitable signs in and near the areas affected by the parking regulations of this article, plainly indicating such regulations.

(c) Whenever the traffic commission's regulations identify an approximate location for signage to be placed, the actual placement chosen by the public works director or designee shall be entitled to a rebuttable presumption of correctness.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 55, thereof to read as follows:

(a) No operator or driver of any vehicle shall stop, stand or park the same in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or official traffic sign or except momentarily to pick up or discharge a passenger:

(1) to (7), as written.

(8) Any street or portion of a street closed pursuant to section 20-63;

(9), as written.

(10) ~~[Reserved]. In a metered parking space where the meter for such space is covered with a hood issued pursuant to Section 27-33. This prohibition shall not apply to vehicles engaged in the activities allowed by the permit issued pursuant to Section 27-33;~~

(11) to (16), as written.

(b) and (c), as written.

(d) No person shall park any vehicle in any parking space designated by the traffic commission for parking for ~~the handicapped individuals with disabilities~~ unless the vehicle displays ~~special handicapped~~ license plates or placards issued pursuant to 23 V.S.A. 304a, or any amendment or renumbering thereof.

(e) and (f), as written.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 61, thereof to read as follows:

No person shall leave a vehicle in the same place within the limits of a street for a period longer than three (3) days. This period starts when the police department or parking enforcement officer observes a vehicle in a space. From that time the vehicle must be moved within three (3) days. For the purposes of this section the term moved is defined as relocating a vehicle at least twenty-five (25) feet from its original location for a time period of thirty-six (36) hours.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 63, thereof to read as follows:

For the purpose of cleaning, clearing, oiling, repairing, surfacing a street, special events, parades, or pruning or removing trees, or for parking encumbered pursuant to Section 27-33, the street department, parks department, or police department may close such street or portion of a street to the parking of vehicles by causing signs to be posted thereon in conspicuous locations indicating the prohibition of parking thereon. The signs shall be posted by 6:00 p.m. and the prohibition shall be effective 12:00 a.m. the following day. Such prohibition shall remain in effect until such signs are removed, and during the period when parking is so prohibited, no person shall park a motor vehicle on any such street.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 66, thereof to read as follows:

(a), as written.

(b) Nonmetered Parking Offenses:

(1) ~~Handicapped-Accessible~~ parking. The penalty for ~~handicapped~~ parking violations as set forth in Section 20-55(d) shall be ~~one hundred twenty-five dollars (\$125.00)~~ as set forth in 23 V.S.A. § 304a(e)(1), as the same may be amended or renumbered from time to time.

(2) to (6), as written.

(7) Other nonmetered parking offense. "Nonmetered parking offense" means any parking offense set out in this Code, except violations related to metered parking. The penalty for violations of nonmetered parking offenses except ~~handicapped parking and idling as indicated~~ shall be seventy-five dollars (\$75.00).

(8) and (9), as written.

(c), as written.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 67, thereof to read as follows:

(a), as written.

(b) Any person who has violated any ordinance regarding parking in the city may within thirty (30) days from the date of such violation waive in writing the issuance of any process in a trial by jury or hearing and voluntarily pay ~~to the police department of the city~~ the penalty prescribed in Section 20-66. Payments may be made by cash, check, money order, credit card or online payment.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 71, thereof to read as follows:

(a) Under the provisions of this division, any police officer or parking enforcement officer shall cause a motor vehicle parked in violation of the following to be moved or removed to any public garage or other place designated by him within a five-mile radius from the boundaries of the city:

(1), as written.

(2) ~~Designated prohibited areas, as set forth in section 20-55 of this Code;~~ In any manner that violates any provision of this code if:

(i) The vehicle is interfering unreasonably with the free flow of traffic, including through, into, or out of any public or private parking area, driveway, or right of way;

(ii) The vehicle is parked in a manner that interferes unreasonably with any lawful construction activity;

(iii) The violation constitutes or includes a violation of Section 22-55(a)(3), (a)(8), or (d) of this code;

(iv) When allowed pursuant to Section 20-79 of this code;

(v) In any location where, in the opinion of the parking enforcement officer, such vehicle creates an immediate traffic hazard or otherwise endangers the public health, safety, or welfare; or

(vi) The violation continues for a period of not less than twenty-four (24) hours following ticketing.

(vii) The vehicle is parked in any space designated a special parking space pursuant to section 29 of Appendix C to this code, as the same may be renumbered or amended from time to time.

(3) to (5), as written.

(b) and (c), as written.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 72, thereof to read as follows:

The ~~chief of police~~parking enforcement officer and the owner of any public garage to which a vehicle is removed shall keep a record of each vehicle so removed by manufacturer's trade name or make, registration number or motor number if the vehicle is not registered, registered owner if the vehicle bears a Vermont registration, such other descriptive matter as may be necessary to identify such vehicle, and the name and address of any claimant thereof. The ~~chief of police~~parking enforcement officer shall, in addition, keep a record showing the date of such removal, the place to which such removal is made and the reason for such removal. All such records shall be open to public inspection at all times.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 73, thereof to read as follows:

Before the owner shall be permitted to reclaim a vehicle which has been removed pursuant to this division, he shall:

(a) Furnish satisfactory evidence to the ~~chief of police~~parking enforcement officer and to the owner or person in charge of such public garage of his identity and of his ownership of such vehicle;

(b) Pay ~~to the police department~~ all outstanding charges for violation of the offenses described in ~~section 20-79(a)~~this article, and all charges for removing said vehicle and all charges for the storing and parking thereof, and for publication of record of removal;[;] or

~~(1) p~~Post a bond, ~~certified by the chief of police or his duly authorized representative, which is~~ equal to the amount of charges ~~dueset forth in (b) above~~; and

(c) Sign a written receipt acknowledging delivery of said vehicle[;]

(d), as written.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 79, thereof to read as follows:

(a) Any motor vehicle parked in violation of city ordinance upon any public highway of the city or at the Burlington International Airport, including such ways, streets, alleys, lanes or other places as may be open to the public, the owner of which has accumulated unpaid parking violations totaling two hundred seventy-five dollars (\$275.00) or more, not including the amount attributable to the present violation, may be removed and stored pursuant to this division. Thereupon, the vehicle may be reclaimed pursuant to Section 20-73. In order to reclaim the impounded vehicle, the owner shall pay charges for outstanding violations such that the total amount owed in fines and fees pursuant to ordinance violations is reduced to less than two hundred seventy-five dollars (\$275.00), all outstanding removal charges previously assessed and the charges imposed by this division for such removal and storage or until the requirements of Section 20-73(b)(1) have been met. Fines shall not be avoided by the transference of title or registration, or the purchasing of a different vehicle.

(b) and (c), as written.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 83, thereof to read as follows:

The board of public works commissioners is hereby authorized to establish zones to be known as parking meter zones in all or part of such areas on the streets of the city as they may deem necessary. For greater clarity, the term "parking meter zone" includes all on-street paid parking within the city, whether a meter is physically present for each metered space. Nothing in this code or its appendices shall be construed

to prevent the city from using parking kiosks, other forms of multi-space metering, or web-based applications, to collect parking fees, whether in parking meter zones or other city owned or operated parking lots or garages.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 84, thereof to read as follows:

(a) ~~The public works commission shall cause parking meters to be installed in parking meter zones established under this division.~~ The public works commission shall ~~also~~ cause the installation of necessary curb and street markings for on-street paid parking, provide for the regulation and operation thereof, and maintain ~~said parking meters, including multi-space meters, instructions for online payment via web-based applications, kiosks, or similar apparatus and/or multi-space meters~~ in workable condition.

(b) ~~Meters and/or multi-space meters~~ Payment devices shall be placed upon the curb next to individual parking spaces or in proximity of designated parking spaces, and shall be so constructed as to accept payment as indicated by instructions upon the ~~meter~~ device.

(c) Except to the extent the city council has otherwise appropriated city funds to pay such charges for the fiscal year in question, whenever any payment processor charges a fee for the use of a credit card to pay for metered parking, the person responsible for payment for the parking shall also be responsible for the payment processor's charges.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 87, thereof to read as follows:

(a) When any vehicle is parked in any meter zone in accordance with the provisions of this division, the operator of the vehicle shall, upon entering the parking space, immediately pay in accordance with instructions on the ~~meter and/or multi-space meter~~ payment apparatus as indicated by the legend thereon, and failure to make such payment ~~or to operate the meter~~ shall constitute a misdemeanor. Upon payment, the parking space may be lawfully occupied by such vehicle for a period as set out in App. C, Section 19.

(b), as written.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 95, thereof to read as follows:

20-95 ~~Disabled persons~~Individuals with disabilities exempt from requirements.

~~Any person who is blind, who has an ambulatory handicap, or who is temporarily disabled with an ambulatory handicap shall be entitled to~~Any person who is blind, or who has a permanent or temporary ambulatory disability, may park without fee for an unlimited period in a parking zone which is restricted as to the length of time parking is permitted. This section shall not apply to zones in which parking, standing or stopping of all vehicles is prohibited, which are reserved for special vehicles, or where parking is prohibited by any parking ban. As a condition to this ~~privilege~~right, the vehicle shall display the ~~special handicapped~~ parking card, plate or placard issued by the state commissioner of motor vehicles as required in 23 V.S.A. 304a, or a ~~handicapped~~similar license plate, card or other identification issued by any other state.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 101, thereof to read as follows:

In each lot owned or leased by the city for the purpose of parking, ~~meters and/or multi-space meters~~payment apparatus shall be placed upon the curb or in proximity to parking spaces, and shall be so constructed as to accept payment as indicated by instructions ~~thereupon~~said meter.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by adding Sec. 110, thereof to read as follows:

The public works commission may, with the approval of the city council, authorize the mayor to execute leases for space within private parking facilities, wherein the city may charge for parking at rates the same or substantially the same as rates charged in public garages within the city, and wherein the parking enforcement officer shall have the same authority to ticket or tow vehicles as for public garages.

And that Chapter 27, Streets and Sidewalks, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 33, thereof to read as follows:

(a), as written.

(b) Permits for the obstruction of metered parking spaces may be issued for the following purposes only:

- (1) Construction, repair or maintenance work on abutting or nearby properties;
- (2) Loading or unloading goods, people, materials or equipment, or the use of such equipment, on abutting or nearby properties;

(3) Working in that immediate area of the street;

(4) The parking of vehicles used for events; or

(5) Any other uses as approved by city council.

The permit and the application for the permit shall state the nature of the obstruction, the purpose of the obstruction, and the time allowed for it to remain or continue. The permit shall specify the number of metered spaces to be obstructed. The permit shall be subject to reasonable conditions imposed by the director of public works or designee, including reasonable indemnification provisions approved as to form by the city attorney or designee.

(c) The department of public works shall upon issuance of the permit issue ~~an appropriate number of meter hoods to the applicant for each parking space to be obstructed. Upon the face of each hood shall be indicated in bold face "NO PARKING — TOW AWAY ZONE."~~ The applicant shall place the meter hood over the meter by 6:00 p.m. the preceding day signage to be placed as described in Section 20-63.

(d) to (f), as written.

* Material stricken out deleted.

** Material underlined added.

ER/ER/Ordinances 2025/*Parking Enforcement*
August 25, 2025

City Attorney

MEMORANDUM

TO: City of Burlington, Public Works Commission
City of Burlington, City Council
City of Burlington, Ordinance Committee

FROM: Erik Ramakrishnan, Esq., Assistant City Attorney
Christina Cangioli, Associate Public Works Engineer
Phillip Peterson P.E., Senior Transportation Engineer & Planner

CC: Chapin Spencer, Director of Public Works
Laura Wheelock P.E., Division Director of Tech Services/City Engineer
Jackie Rowland, Division Director for Parking & Traffic

DATE: September 17, 2025 (PW Commission)
September 29, 2025 (City Council – First Reading)
October 21, 2025 (City Council – Second Reading)

SUBJECT: Modernization of City Parking Ordinances

September 17, 2025 (PW Commission Approval)

The Public Works Commission reviewed the proposed ordinance amendments at its September 17, 2025 meeting and voted to recommend approval with one amendment. The original language in 20-84(c) stated: *“whenever any payment processor charges a fee for the use of a credit card to pay for metered parking, the person responsible for payment for the parking shall also be responsible for the payment processor’s charges.”* The Commission amended this provision to read: *“except to the extent the City Council has otherwise appropriated city funds to pay such charges for the fiscal year in question, whenever any payment processor charges a fee for the use of a credit card to pay for metered parking, the person responsible for payment for the parking shall also be responsible for the payment processor’s charges.”*

On behalf of the Parking Services Division and Technical Services Division of the Department of Public Works, the City Attorney’s Office is requesting the **City Council approval** of the First Reading to the following amendments to the Burlington Code of Ordinances (see Attachment-1):

Section 20-1: The code refers interchangeably to the Public Works Commission in its role as the City’s Traffic Commission as either the “traffic commission” or the “public works commission”. For clarity, the proposed amendment defines “traffic commission” to mean the “public works commission”. The code also refers in places to the “parking enforcement officer”, which term is undefined. Other proposed amendments update the code by replacing reference to the police department with reference to the “parking enforcement officer”. A definition is provided to clarify that the “parking enforcement officer” refers to appropriate personnel in the Department of Public Works.

Section 20-23: Appendix C delineates parking and traffic rules for every street in the City at a granular level. While ensuring community engagement and a public process, the requirement to go to the Public Works Commission to adopt rules by ordinance for a parking space, intersection, or street section to respond to changed circumstances or new information sometimes hampers staff's ability to respond to safety concerns or to meet the City's obligations under state and federal disability access laws. Staff will be presenting a proposal to the commission soon asking for delegated authority in Appendix C in the following circumstances:

(1) To designate accessible street parking spaces when necessary or convenient to comply with federal and state disability access laws;

(2) To establish or change school zones or to establish or modify crossing guard placements in response to requests from the school department or when warranted by changed circumstances or new data;

(3) To prohibit parking when necessitated based upon safety assessments, including to address line-of-sight issues at intersections or commercial driveways;

(4) To implement or modify restrictions on right turns at intersections when warranted by safety assessments; and

(5) To implement or modify restrictions that substantially conflict with published safety or engineering standards, including, without limitations, the city's own approved standard engineering specifications, the Public Right-of-Way Accessibility Guidelines and other relevant standards published by the United States Access Board, the Manual on Uniform Traffic Control Devices and other standards published by the Federal Highways Administration, binding regulations or safety guidelines published by the Vermont Agency of Transportation, and relevant guidelines published by the American Association of State Highway and Transportation Officials.

The proposed addition of new Section 20-23(c) would enable the delegation sought. Staff's intent would be to exercise delegated authority on a provisional basis until the City's traffic regulations are formally amended.

Section 20-41: This section pertains to school zones. A conforming change is proposed to be consistent with language proposed for Section 20-23.

Section 20-53(b): This subsection authorizes the Public Works Commission to place traffic and parking control devices on City streets. In reality, the commission adopts regulations, and the Department of Public Works posts signage consistent with those regulations. The distinction between the legal fiction and the reality will be material if staff is delegated authority in the future as described above in the discussion of proposed changes to Section 20-23. Thus, an amendment is proposed authorizing staff to post signage when allowed by the commission.

Section 20-53(c): A new subsection (c) is proposed to address circumstances where parking tickets have been dismissed by the Superior Court because Appendix C describes the approximate location of a no parking zone rather than the precise location. When this occurs, staff is given some discretion where to post signage, which leaves open the possibility that the signage has not been posted exactly as intended by the commission. The intent of the new language is to shift the burden in such circumstances to the person challenging the ticket to show that signage has not been posted in the correct location. The presumption behind this change is that when the Commission fails to specify an exact location for something, it intends to confer discretion.

Section 20-55(a): Clause (8) prohibits parking in areas closed pursuant to Section 20-63. Because Section 20-63 is also being proposed for amendment to address areas encumbered pursuant to Section 27-33, Clause (8) is amended to clarify that it applies even when only a portion of a street is closed, and Clause (10) is deleted as duplicative.

Section 20-55(d): An edit is proposed to eliminate pejorative language. A conforming edit is also proposed in anticipation of a future amendment to Appendix C. The language of subsection (d) currently prohibits parking in an accessible space designated by the traffic commission. Because the City has a historic practice of requiring that every accessible space be individually designated by the commission, the City often is not able to respond quickly to accommodations requests that it is required to grant under federal law. To address this concern, staff will soon be asking the public works commission to amend Appendix C to include a process to allow provisional designation of accessible spaces at a staff level. The proposed deletion in subsection (d) is a conforming change in anticipation of that process. Whether the commission accepts the proposed procedure, referencing the traffic commission in subsection (d) is unnecessary to render the subsection effective.

Section 20-61: An edit is proposed to reflect that the public works department now handles parking enforcement.

Section 20-63: Provisions of the code regarding encumbered parking assume the existence of individual parking meters for all on-street parking spaces in the City, in that historically spaces could be encumbered by placing locked hoods on individual parking meters. The City is moving away from individual parking meters because they are expensive to maintain, they complicate sidewalks maintenance, and they have the potential to make sidewalks less accessible by narrowing the path of travel. As such, encumbered spaces should be marked with temporary signs, as described for other street closures described in Section 20-63. Adding such closures within the coverage of Section 20-63 also simplifies Section 20-55, addresses towing consistent with changes proposed to Section 20-71, and clarifies the fine applicable to parking illegally in an encumbered space, pursuant to Section 20-66(b)(5). The changes to this section reflect current practice based on a teleological interpretation of the code, thereby eliminating any ambiguity.

Section 20-66: Changes are proposed to remove pejorative language from Clauses (1) and (7) of Subsection (b). A change is also made to Clause (1) to make the fine for

parking in an accessible space illegally the same as under state law, which currently is \$200.00. Changes to Clause (7) also remove an ambiguity in that Clause (7) states that the charge for nonmetered violations, except idling in accessible spaces and idling, is \$75.00. This conflicts with Clause (6) of the same Subsection, which applies a \$200.00 charge for removal of a vehicle being processed for towing.

Section 20-67: An edit is proposed to reflect that the public works department now handles parking enforcement.

Section 20-71: Currently, the code indicates that parking enforcement officers “shall” tow a vehicle anytime it is parked in violation of Section 20-55. Not every violation of Section 20-55 warrants towing, so that an amendment is proposed to state that a vehicle may be towed anytime it violates any provision of the code if the vehicle is: blocking access, interfering with construction activities, near a hydrant, in an accessible space, in an area closed to parking (including encumbered parking), parked in a manner that threatens public health or safety, or parked illegally for at least 24 hours; or if more than \$275.00 in outstanding fines has accumulated.

Section 20-72: An edit is proposed to reflect that the public works department now handles parking enforcement.

Section 20-73: An edit is proposed to reflect that the public works department now handles parking enforcement. Additionally, proposed amendments to this section and to Section 20-79 make clear that if a vehicle is towed upon accumulation of \$275.00 in outstanding fines, the owner must repay the entire fine to recover the vehicle. Currently, it is sufficient to pay down the accumulated fines to the \$275.00 limit. However, commonly, owners who pay down their fines to this limit quickly accrue additional fines and face towing again. The intent is to remove that possibility. An additional non-substantive amendment avoids the separate enumeration of Clause (1) of Subsection (b). Because there is no Clause (2), setting off Clause (1) from the remainder of the Subsection is unnecessary.

Section 20-79: the proposed edit relates to the \$275.00 limit described above for Section 20-73.

Sections 20-83, 20-84, 20-87, & 20-101: Edits are proposed that are declaratory of existing law to reflect that the City is moving away from individual parking meters. An edit is also proposed to clarify that credit card service fees are the responsibility of the parker. This is consistent with current City practice since the City provides the option to pay at kiosks with coin. In the future, providing that option may become less practical, so that clarification is warranted.

Section 20-95: Edits are proposed to eliminate pejorative language.

Section 20-110: A new code section is proposed to clarify the City’s authority to rent space in private parking facilities and to ensure that the City has appropriate ticketing and towing authority in such rented facilities.

Section 27-33: Edits are proposed regarding encumbered spaces, as discussed above with respect to other sections.

Purpose & Need:

The goal of these proposed Chapter 20 and Appendix C changes is to simplify and expedite the approval and enforcement of parking and traffic regulations, clarify roles and responsibilities, and update outdated provisions. These amendments will improve efficiency, enhance responsiveness to community needs, and support timely implementation of safety and accessibility improvements.

- **Improving Accessibility:** Streamlined processes will enable quicker responses to requests for changes that enhance accessibility, such as ADA parking spaces and school zones.
- **Efficiency in Safety-Related Amendments:** With an expedited approval process, safety-related changes can be implemented faster, reducing risks associated with delayed action on critical traffic issues.
- **Alignment with Current Guidelines:** These proposed amendments will ensure that our processes align with the latest recommendations from the Public Rights-of-Way Accessibility Guidelines (PROWAG) and the Manual on Uniform Traffic Control Devices (MUTCD).
- **Correcting Legal and Procedural Ambiguities:** The current code sometimes reflects a legal fiction rather than actual practice (for example, the Commission “posting signage”). Updating the language avoids confusion, reduces legal risk, and reflects how responsibilities are actually carried out.

Project Checklist:

	N/A	Yes	No	Reference
Aligns with MUTCD standards and/or established City Policy?		x		PROWAG, MUTCD, ADA, VTrans, Established DPW Policies
Aligns with City plans?		x		City Transportation Plan, planBTV Walk Bike, BSD School Travel Plan
Followed Public Engagement Plan?		x		These Traffic Regulation changes are defined as an INVOLVE project in the Public Engagement Plan (PEP).

Enhancing Efficiency While Preserving Oversight

These ordinance updates follow from discussions with the Public Works Commission in November 2024, where staff outlined a framework for modernizing the City’s traffic regulation amendment process. The Commission was informed at that time that the existing system, which requires Commission level action on even minor regulatory

adjustments, can delay implementation of important safety measures, accessibility accommodations, and compliance with state and federal standards.

The proposed amendments reflect staff's ongoing effort to align the City's practices with modern transportation standards such as the Manual on Uniform Traffic Control Devices (MUTCD), the Public Rights of Way Accessibility Guidelines (PROWAG), and applicable ADA requirements. By clarifying definitions, reducing procedural ambiguity, and delegating limited authority to staff, the City will be better able to respond promptly to changing conditions while maintaining transparency and community involvement.

This approach preserves the Commission's oversight role on broader policy and regulatory matters while ensuring that urgent or legally mandated adjustments such as accessible parking, school zones, or safety related signage can be addressed in a timely and consistent manner.

Upcoming Appendix C Amendments

Once the Chapter 20 ordinance changes are approved, Department of Public Works staff will bring forward proposed amendments to Appendix C. These amendments will implement the updated processes for staff-level traffic regulation adjustments, including accessible parking, school zones, and safety-related changes, see Attachment-2.

Staff anticipates presenting the Appendix C amendments to the Public Works Commission at the November 2025 meeting. A draft of the proposed changes is attached for review and consideration.

Timeline and Next Steps

- **Public Works Commission – September 17, 2025:** Approved of the ordinance updates with friendly amendment.
- **City Council – First Reading – September 29, 2025:** Waive the rules and approve the first reading of the proposed parking enforcement ordinance.
- **City Council – Second Reading – October 21, 2025:** Waive the rules and approve the second reading of the ordinance.
- **Public Works Commission – November 2025:** Staff will return to present specific Appendix C amendments for consideration, consistent with the updated process.
- **Implementation:** Following all Council, Commission, and Committee approvals, staff will update the Code of Ordinances, and Traffic Regulations communicate changes to enforcement and operations teams, and provide public notice.

Attachments:

1. Chapter 20 BCO Amendment
2. DRAFT Appendix C Amendment
3. Supplemental Response to Public Feedback

CITY OF BURLINGTON

In the Year Two Thousand Twenty-Five

An Ordinance in Relation to

PARKING ENFORCEMENT

ORDINANCE _____

Sponsor: Public Works Commission
Public Hearing Dates: _____

First reading: _____

Referred to: _____

Rules suspended and placed in all
stages of passage: _____

Second reading: _____

Action: _____

Date: _____

Signed by Mayor: _____

Published: _____

Effective: _____

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

That Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 1, thereof to read as follows:

As written, with the following definitions inserted in alphabetical order:

Parking enforcement officer: Means any city employee designated by the director of public works or designee to enforce the parking restrictions of this code.

Traffic commission: Means the public works commission.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 23, thereof to read as follows:

(a) and (b), as written.

(c) The board of traffic commissions may adopt regulations delegating its authority under this section to the director of public works or their designee, for the following purposes:

(1) To designate accessible street parking spaces when necessary or convenient to comply with federal and state disability access laws;

(2) To establish or change primary or secondary school zones or to establish or modify crossing guard placements in response to requests from the school department or when warranted by changed circumstances or new data;

(3) To prohibit parking when necessitated based upon safety assessments, including to address line-of-sight issues at intersections or commercial driveways;

(4) To implement or modify restrictions on right turns at intersections when warranted by safety assessments; and

(5) To implement or modify restrictions that substantially conflict with published safety or engineering standards, including, without limitations, the city's own approved standard engineering specifications, the Public Right-of-Way Accessibility Guidelines and other relevant standards published by the United States Access Board, the Manual on Uniform Traffic Control Devices and other standards published by the Federal Highways Administration, binding regulations or safety guidelines published by the Vermont Agency of Transportation, and relevant guidelines published by the American Association of State Highway and Transportation Officials.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 41, thereof to read as follows:

The traffic commission is hereby authorized to establish school zones, and to authorize staff to establish primary or secondary school zones consistent with subsection (c) of section 20-23 of this code, by causing the same to be designated by appropriate signs indicating the speed limit and erected not more than five hundred (500) feet in advance of a school ground or of a pedestrian crossing customarily used by primary or secondary school pupils.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 53, thereof to read as follows:

(a), *as written*.

(b) The traffic commission may conspicuously place, or authorize the public works director or designee to place, suitable signs in and near the areas affected by the parking regulations of this article, plainly indicating such regulations.

(c) Whenever the traffic commission's regulations identify an approximate location for signage to be placed, the actual placement chosen by the public works director or designee shall be entitled to a rebuttable presumption of correctness.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 55, thereof to read as follows:

(a) No operator or driver of any vehicle shall stop, stand or park the same in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or official traffic sign or except momentarily to pick up or discharge a passenger:

(1) to (7), as written.

(8) Any street or portion of a street closed pursuant to section 20-63;

(9), as written.

(10) ~~[Reserved]. In a metered parking space where the meter for such space is covered with a hood issued pursuant to Section 27-33. This prohibition shall not apply to vehicles engaged in the activities allowed by the permit issued pursuant to Section 27-33;~~

(11) to (16), as written.

(b) and (c), as written.

(d) No person shall park any vehicle in any parking space designated by the traffic commission for parking for ~~the handicapped~~ individuals with disabilities unless the vehicle displays ~~special handicapped~~ license plates or placards issued pursuant to 23 V.S.A. 304a, or any amendment or renumbering thereof.

(e) and (f), as written.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 61, thereof to read as follows:

No person shall leave a vehicle in the same place within the limits of a street for a period longer than three (3) days. This period starts when the police department or parking enforcement officer observes a vehicle in a space. From that time the vehicle must be moved within three (3) days. For the purposes of this section the term moved is defined as relocating a vehicle at least twenty-five (25) feet from its original location for a time period of thirty-six (36) hours.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 63, thereof to read as follows:

For the purpose of cleaning, clearing, oiling, repairing, surfacing a street, special events, parades, or pruning or removing trees, or for parking encumbered pursuant to Section 27-33, the street department, parks department, or police department may close such street or portion of a street to the parking of vehicles by causing signs to be posted thereon in conspicuous locations indicating the prohibition of parking thereon. The signs shall be posted by 6:00 p.m. and the prohibition shall be effective 12:00 a.m. the following day. Such prohibition shall remain in effect until such signs are removed, and during the period when parking is so prohibited, no person shall park a motor vehicle on any such street.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 66, thereof to read as follows:

(a), as written.

(b) Nonmetered Parking Offenses:

(1) ~~Handicapped-Accessible~~ parking. The penalty for ~~handicapped~~ parking violations as set forth in Section 20-55(d) shall be ~~one hundred twenty-five dollars (\$125.00)~~ as set forth in 23 V.S.A. § 304a(e)(1), as the same may be amended or renumbered from time to time.

(2) to (6), as written.

(7) Other nonmetered parking offense. "Nonmetered parking offense" means any parking offense set out in this Code, except violations related to metered parking. The penalty for violations of nonmetered parking offenses except ~~handicapped parking and idling as indicated~~ shall be seventy-five dollars (\$75.00).

(8) and (9), as written.

(c), as written.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 67, thereof to read as follows:

(a), as written.

(b) Any person who has violated any ordinance regarding parking in the city may within thirty (30) days from the date of such violation waive in writing the issuance of any process in a trial by jury or hearing and voluntarily pay to the police department of the city the penalty prescribed in Section 20-66. Payments may be made by cash, check, money order, credit card or online payment.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 71, thereof to read as follows:

(a) Under the provisions of this division, any police officer or parking enforcement officer shall cause a motor vehicle parked in violation of the following to be moved or removed to any public garage or other place designated by him within a five-mile radius from the boundaries of the city:

(1), as written.

(2) ~~Designated prohibited areas, as set forth in section 20-55 of this Code;~~ In any manner that violates any provision of this code if:

(i) The vehicle is interfering unreasonably with the free flow of traffic, including through, into, or out of any public or private parking area, driveway, or right of way;

(ii) The vehicle is parked in a manner that interferes unreasonably with any lawful construction activity;

(iii) The violation constitutes or includes a violation of Section 22-55(a)(3), (a)(8), or (d) of this code;

(iv) When allowed pursuant to Section 20-79 of this code;

(v) In any location where, in the opinion of the parking enforcement officer, such vehicle creates an immediate traffic hazard or otherwise endangers the public health, safety, or welfare; or

(vi) The violation continues for a period of not less than twenty-four (24) hours following ticketing.

(vii) The vehicle is parked in any space designated a special parking space pursuant to section 29 of Appendix C to this code, as the same may be renumbered or amended from time to time.

(3) to (5), as written.

(b) and (c), as written.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 72, thereof to read as follows:

The ~~chief of police~~ parking enforcement officer and the owner of any public garage to which a vehicle is removed shall keep a record of each vehicle so removed by manufacturer's trade name or make, registration number or motor number if the vehicle is not registered, registered owner if the vehicle bears a Vermont registration, such other descriptive matter as may be necessary to identify such vehicle, and the name and address of any claimant thereof. The ~~chief of police~~ parking enforcement officer shall, in addition, keep a record showing the date of such removal, the place to which such removal is made and the reason for such removal. All such records shall be open to public inspection at all times.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 73, thereof to read as follows:

Before the owner shall be permitted to reclaim a vehicle which has been removed pursuant to this division, he shall:

(a) Furnish satisfactory evidence to the ~~chief of police~~ parking enforcement officer and to the owner or person in charge of such public garage of his identity and of his ownership of such vehicle;

(b) Pay ~~to the police department~~ all outstanding charges for violation of the offenses described in ~~section 20-79(a)~~ this article, and all charges for removing said vehicle and all charges for the storing and parking thereof, and for publication of record of removal; ~~or (1) Post a bond, certified by the chief of police or his duly authorized representative, which is equal to the amount of charges due set forth in (b) above; and~~

(c) Sign a written receipt acknowledging delivery of said vehicle;

(d), as written.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 79, thereof to read as follows:

(a) Any motor vehicle parked in violation of city ordinance upon any public highway of the city or at the Burlington International Airport, including such ways, streets, alleys, lanes or other places as may be open to the public, the owner of which has accumulated unpaid parking violations totaling two hundred seventy-five dollars (\$275.00) or more, not including the amount attributable to the present violation, may be removed and stored pursuant to this division. Thereupon, the vehicle may be reclaimed pursuant to Section 20-73. In order to reclaim the impounded vehicle, the owner shall pay charges for outstanding violations such that the total amount owed in fines and fees pursuant to ordinance violations is reduced to less than two hundred seventy-five dollars (\$275.00), all outstanding removal charges previously assessed and the charges imposed by this division for such removal and storage or until the requirements of Section 20-73(b)(1) have been met. Fines shall not be avoided by the transference of title or registration, or the purchasing of a different vehicle.

(b) and (c), as written.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 83, thereof to read as follows:

The board of public works commissioners is hereby authorized to establish zones to be known as parking meter zones in all or part of such areas on the streets of the city as they may deem necessary. For greater clarity, the term “parking meter zone” includes all on-street paid parking within the city, whether a meter is physically present for each metered space. Nothing in this code or its appendices shall be construed to prevent the city from using parking kiosks, other forms of multi-space metering, or web-based

applications, to collect parking fees, whether in parking meter zones or other city owned or operated parking lots or garages.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 84, thereof to read as follows:

(a) ~~The public works commission shall cause parking meters to be installed in parking meter zones established under this division.~~ The public works commission shall also cause the installation of necessary curb and street markings for on-street paid parking, provide for the regulation and operation thereof, and maintain said parking meters, including multi-space meters, instructions for online payment via web-based applications, kiosks, or similar apparatus and/or multi-space meters in workable condition.

(b) ~~Meters and/or multi-space meters~~ Payment devices shall be placed upon the curb next to individual parking spaces or in proximity of designated parking spaces, and shall be so constructed as to accept payment as indicated by instructions upon the ~~meter device~~.

(c) Except to the extent the city council has otherwise appropriated city funds to pay such charges for the fiscal year in question, whenever any payment processor charges a fee for the use of a credit card to pay for metered parking, the person responsible for payment for the parking shall also be responsible for the payment processor's charges.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 87, thereof to read as follows:

(a) When any vehicle is parked in any meter zone in accordance with the provisions of this division, the operator of the vehicle shall, upon entering the parking space, immediately pay in accordance with instructions on the ~~meter and/or multi-space meter~~ payment apparatus as indicated by the legend thereon, and failure to make such payment ~~or to operate the meter~~ shall constitute a misdemeanor. Upon payment, the parking space may be lawfully occupied by such vehicle for a period as set out in App. C, Section 19.

(b), as written.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 95, thereof to read as follows:

~~20-95 Disabled persons~~ Individuals with disabilities exempt from requirements.

Any person who is blind, who has an ambulatory handicap, or who is temporarily disabled with an ambulatory handicap shall be entitled to Any person who is blind, or who has a permanent or temporary ambulatory disability, may park without fee for an unlimited period in a parking zone which is restricted as to the length of time parking is permitted. This section shall not apply to zones in which parking, standing or stopping of all vehicles is prohibited, which are reserved for special vehicles, or where parking is prohibited by any parking ban. As a condition to this ~~privilege right~~, the vehicle shall display the ~~special handicapped~~ parking card, plate or placard issued by the state commissioner of motor vehicles as required in 23 V.S.A. 304a, or a ~~handicapped~~ similar license plate, card or other identification issued by any other state.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 101, thereof to read as follows:

In each lot owned or leased by the city for the purpose of parking, ~~meters and/or multi-space meters~~ payment apparatus shall be placed upon the curb or in proximity to parking spaces, and shall be so constructed as to accept payment as indicated by instructions thereupon ~~said meter~~.

And that Chapter 20, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Burlington be and hereby is amended by adding Sec. 110, thereof to read as follows:

The public works commission may, with the approval of the city council, authorize the mayor to execute leases for space within private parking facilities, wherein the city may charge for parking at rates the same or substantially the same as rates charged in public garages within the city, and wherein the parking enforcement officer shall have the same authority to ticket or tow vehicles as for public garages.

And that Chapter 27, Streets and Sidewalks, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sec. 33, thereof to read as follows:

(a), as written.

(b) Permits for the obstruction of metered parking spaces may be issued for the following purposes only:

- (1) Construction, repair or maintenance work on abutting or nearby properties;
- (2) Loading or unloading goods, people, materials or equipment, or the use of such equipment, on abutting or nearby properties;
- (3) Working in that immediate area of the street;

(4) The parking of vehicles used for events; or

(5) Any other uses as approved by city council.

The permit and the application for the permit shall state the nature of the obstruction, the purpose of the obstruction, and the time allowed for it to remain or continue. The permit shall specify the number of metered spaces to be obstructed. The permit shall be subject to reasonable conditions imposed by the director of public works or designee, including reasonable indemnification provisions approved as to form by the city attorney or designee.

(c) The department of public works shall upon issuance of the permit issue ~~an appropriate number of meter hoods to the applicant for each parking space to be obstructed. Upon the face of each hood shall be indicated in bold face "NO PARKING — TOW AWAY ZONE."~~ The applicant shall place the meter hood over the meter by 6:00 p.m. the preceding day signage to be placed as described in Section 20-63.

(d) to (f), as written.

* Material stricken out deleted.

** Material underlined added.

CITY OF BURLINGTON

In the Year Two Thousand Twenty-Five

A Regulation in Relation to

Rules and Regulations of the Traffic
Commission—

- 7 No-parking areas.
- 7A Accessible spaces designated.
- 15 Designated school zones.
- 19 Parking rates.
- 20 Prohibition of turns on red signal.
- 21 School crossing guards.

Sponsor(s): Public Works Commission

Action: DRAFT

Date: XX/XX/XXXX

Attestation of Adoption:

Phillip Peterson, PE

Senior Transportation Engineer & Planner, Technical Services

Published: _____

Effective: _____

It is hereby Ordained by the Public Works Commission of the City of Burlington as follows:

That Appendix C, Rule and Regulations of the Traffic Commission, 7A Accessible spaces designated and 15 Designated school zones, designated of the Code of Ordinances of the City of Burlington is hereby amended as follows:

Section 7 No-parking areas.

(a) No person shall park any vehicle at any time in the following locations:

(1)-(591) As written.

(b) Notwithstanding subsection (a) or any other provision of this appendix, whenever necessary or convenient in response to a reasonable request from the public or when warranted by changed circumstances or new data, and whenever existing rules are substantially inconsistent with binding regulations or safety guidelines published by the U.S. Access Board, the Federal Highways Administration, the Vermont Agency of Transportation, or the American Association of State Highway and Transportation Officials, the public works director or designee may designate new no-parking areas, change or modify the locations of existing no-parking areas, or make other changes affecting no-parking areas, including, without limitation, removals that are necessitated by safety assessments. Such designations, changes, or modifications shall become effective and enforceable upon the posting of reasonable signage directing motorists accordingly. Within a reasonable time after making such designation, change, or modification, the public works director or designee shall propose to the traffic commission a formal amendment to subsection (a) of this section to reflect said designation, change, or modification; provided that the failure to do so shall not render an existing designation, change, or modification invalid or unenforceable.

Section 7A Accessible spaces designated.

(b) No person shall park any vehicle at any time in the following location, except automobiles displaying ~~special~~ ~~handicapped~~ license plates ~~or placards~~ issued pursuant to ~~18 V.S.A. § 1325~~ 23 V.S.A. § 304a, or any amendment or renumbering thereof:

(1)-(173) As written.

(b) Notwithstanding subsection (a) or any other provision of this appendix, whenever necessary or convenient to comply with federal and state disability access laws, and whenever existing parking rules are substantially inconsistent with the Public Right-of-Way Accessibility Guidelines, or other relevant standards published by the United States Access Board, the public works director or designee may designate new accessible spaces or change or modify the locations of existing accessible spaces. Such designations, changes, or modifications shall become effective and enforceable upon the posting of reasonable signage directing motorists accordingly. Within a reasonable time after making such designation, change, or modification, the public works director or designee shall propose to the traffic commission a formal amendment to subsection (a) of this section to reflect said designation, change, or modification; provided that the failure to do so shall not render an existing designation, change, or modification invalid or unenforceable.

Section 15 Designated school zones.

(a) The following streets are hereby designated as school zones. No person shall operate a vehicle at a rate of speed greater than twenty-five (25) miles per hour on the following streets:

(1)-(32) As written.

(b) Notwithstanding subsection (a) or any other provision of this appendix, whenever necessary or convenient in response to a reasonable request from the school department or when warranted by changed circumstances or new data, and whenever existing rules are substantially inconsistent with binding regulations or safety guidelines published by the U.S. Access Board, the Federal Highways Administration, the Vermont Agency of Transportation, or the American Association of State Highway and Transportation Officials, the public works director or designee may designate new school zones, change or modify the locations of existing school zones, or make other changes affecting school zones, including, without limitation, adjusting rules for student drop off and pick up. Such designations, changes, or modifications shall become effective and enforceable upon the posting of reasonable signage directing motorists accordingly. Within a reasonable time after making such designation, change, or modification, the public works director or designee shall propose to the traffic commission a formal amendment to subsection (a) of this section to reflect said designation, change, or modification; provided that the failure to do so shall not render an existing designation, change, or modification invalid or unenforceable.

Section 19 Parking rates.

(a), (b), (c), (d), (e), and (f) As written.

(g) With the commission's recommendation, the City Council may approve leases of private parking garages, lots, and other facilities, which the City shall lease and operate in the public interest. Parking rates for leased parking facilities shall be set by lease, and the City shall have the same power to enforce parking rules and regulations in leased facilities as for other city parking facilities, including the power to issue tickets and to tow vehicles. Parking facilities leases shall be approved as to form by the City Attorney and signed by the Mayor.

Section 20 Prohibition of turns on red signal.

Notwithstanding any general authorization otherwise contained in the statutes of the State of Vermont, the ordinances of the City of Burlington or the regulations of the board of traffic commissioners, it shall be unlawful at the following intersections within the City of Burlington for an operator of a motor vehicle to make a right-hand turn against a traffic signal which is indicating red:

(a) At all times at the following locations:

(1)-(51) As written.

(b) At times when an illuminated sign indications "No Turn On Red" is displayed to drivers at the following locations:

(1)-(21) As written.

(c) Notwithstanding

Section 21 School crossing guards.

(a) Motor vehicles shall be operated in conformance with directions given by adult school crossing guards, who are hereby given the authority to direct vehicular traffic at the following locations:

(1)-(33) As written.

(b) Notwithstanding subsection (a) or any other provision of this appendix, whenever necessary or convenient in response to a reasonable request from the school department or when warranted by changed circumstances or new data, the public works director or designee may designate new school crossing guard locations, change or modify the locations of existing school crossing guard locations, or make other changes affecting school crossing guard locations. Such designations, changes, or modifications shall become effective and enforceable upon the posting of reasonable signage directing motorists accordingly. Within a reasonable time after making such designation, change, or modification, the public works director or designee shall propose to the traffic commission a formal amendment to subsection (a) of this section to reflect said designation, change, or modification; provided that the failure to do so shall not render an existing designation, change, or modification invalid or unenforceable.

** Material stricken out deleted.

*** Material underlined added.

TD: BCO Appx.C, Sec 7, Sec 16



City of Burlington
Department of Public Works

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

Memo

Date: September 17th, 2025

To: September 17, 2025 (PW Commission)
September 29, 2025 (City Council – First Reading)
October 21, 2025 (City Council – Second Reading)

From: Erik Ramakrishnan, Esq., Assistant City Attorney
Christina Cangioli, Associate Public Works Engineer
Phillip Peterson P.E., Senior Transportation Engineer & Planner

CC: Chapin Spencer, Director of Public Works
Laura Wheelock P.E., Division Director of Tech Services/City Engineer
Jackie Rowland, Division Director for Parking & Traffic

Subject: Modernization of City Parking Ordinances – Supplemental Response to Public Feedback

Additional Proposed Language Changes

Following public comments on the ordinance amendments previously distributed, the following clarifying adjustments are proposed:

1. Change references to "schools" to "primary or secondary schools" to explicitly limit application to K-12 institutions.
2. Amend "other city owned or operated parking facilities" in Section 20-83 to read "city owned or operated parking lots or garages" to prevent misinterpretation regarding street parking.
3. Add B.C.O. 20-71(a)(2)(vii): "the vehicle is parked in any space designated a special parking space pursuant to Appendix C, section 29 of this code" to clarify towing authority for non-car share vehicles in designated spaces.

These amendments supplement the changes already proposed in the previous memo.

Purpose / Context

These additional clarifications address concerns raised by residents (see Attachment-1) without altering the intent of the original ordinance updates, which are intended to:

- Modernize Burlington's on-street parking program.
- Clarify enforcement of CarShare VT spaces.
- Maintain transparency and consistency in parking regulations.

The amendments do not expand metered parking into residential permit zones or authorize charging on residential streets.

Public Feedback and Supplemental Clarifications

Following public comments, the primary concerns raised were:

1. **Staff discretion** – some residents believe the ordinance allows DPW staff to add meters without Commission approval. The proposed language clarifies that all expansion of paid parking continues to require Commission approval and does not apply to residential streets.
2. **CarShare VT enforcement** – residents sought clarity on towing authority for non-car share vehicles in designated spaces. The new subsection addresses this directly, aligning ordinance language with current policy.

We will post an updated tracked-changes version on Civic Clerk to make these clarifications explicit. Residents have also been contacted with a clear explanation that:

- Resident parking zones are not affected.
- No authority is granted to charge on residential streets.
- The revisions focus on modernization of paid parking areas and enforcement clarity for car share spaces.

Attachments:

1. Public input correspondence

Front Porch Forum Resident Feedback

Pending Erosion of Resident Only Permit Parking

Barbara Headrick • S Prospect St, Burlington

Discussion

Dear neighbors,

There is a proposed ordinance revision in front of the Public Works Commission this Wednesday, September 17th, that if approved and adopted, will erode the "Resident Only Permit Parking program" by giving staff at DPW the authority to:

1) Install a parking-pay-station-box on every street in the city (with no further public input or approval from residents on that street), and no need for subsequent approvals from the Public Works Commission or City Council. (The DPW document does not exclude Resident Only Permit Parking streets from this.)

and

2) Increase public access to parking on streets near schools (K-12 but also UVM and Champlain College) when DPW staff thinks there is a need for more public parking access. Do you want public-parking-pay-stations / parking meters installed on your street? Do you want DPW to allow more public parking on our streets when UVM has overflow parking demand? Do you want to protect the Resident Only Permit Parking (RPP) program from erosion? Please let the people listed below know your thoughts on this.

IF we collectively voice our concerns, we might be able to convince DPW that the document going in front of the Public Works Commission needs to be pushed to a future meeting in order to allow time for revisions that will eliminate the public's concerns.

I'd like to see the following edits made to the DPW document:

1) Throughout the document, I'd like to see "K-12" inserted before the word "school" in order prevent DPW staff from obtaining authority to increase public access to parking on streets adjacent to and near UVM and Champlain College that have Resident Only Permit Parking.

2) I'd like to see the document revised to explicitly NOT grant DPW staff the authority to install parking pay stations/meters on every street in the city – and especially not Resident Only Parking Permit streets. Decisions regarding the installation of parking pay stations/meters should continue to go to the Public Works Commission for approval on a street-by-street basis. IMO, before such decisions go to the Public Works Commission, DPW should not even consider installing the parking pay station/meter equipment unless 80% or more of the residents along such street indicate via a signed petition that they want a parking-pay-station on their street.

3) Nor, in my opinion, should DPW have the authority to increase public access to parking on RPP streets and streets near or adjacent to UVM via any other means. For example, DPW staff should not be granted the authority to install temporary signage allowing public parking on streets adjacent to or near campus during UVM events. UVM, as required by City Ordinance, is supposed to be managing their parking demand to prevent it from overflowing onto nearby streets. They are also supposed to be reducing their commuter/student/visitor parking demand via effective Transportation Demand Management so that their parking and traffic doesn't impact our neighborhoods. Since parking ordinances are controlled by DPW, please don't rely on consensus from City Council to protect Resident Only Permit Parking and other nearby streets from UVM's ever-growing parking demand and overflow parking impacts.

If you're concerned about the authority that DPW staff is seeking, please send your comments to:

Director of DPW Chapin Spencer: cspencer@burlingtonvt.gov

City Attorney Erik Ramakrishnan: eramakrishnan@burlingtonvt.gov

Ward 6 City Councilor Becca Brown McKnight: bbrownmcknight@burlingtonvt.gov

South End City Councilor Buddy Singh: bsingh@burlingtonvt.gov

Provided below is a link to the agenda package for the Wednesday September 17th Public Works Commission meeting. The parking ordinance document that DPW staff wants approved begins on page 48. If the link doesn't work, just copy it into your browser or go the the Burlington VT Civic Clerk website and scroll to the 9/17/25 Public Works Commission meeting. The document is in their agenda package .

<https://burlingtonvt.portal.civicclerk.com/event/8482/files/agenda/14980>

Thank you for considering this information. If you write to the folks listed above, thank you for that too.

The Wednesday meeting starts at 6:30pm (DPW office on Pine Street) if you want to show up in person to talk during the public comment period at the beginning of the meeting.

The following response was provided by DPW on Front Porch Forum and to residents

Re: Pending Erosion of Resident Only Permit Parking

Customer Service • Dept. of Public Works, Department of Public Works, Burlington

Hello neighbors,

The proposed ordinance changes before the DPW Commission on Wednesday related to paid parking pertain only to areas where paid on-street parking is already in place and does not make changes to resident parking zones. Any changes to metered parking zones would still require Commission approval and is not actively being considered.

The proposed language reflects ongoing efforts to modernize on-street parking technology by phasing out single-spaced meters and installing kiosks, and does not propose to begin charging for parking on residential streets.

Due to the misunderstanding and all the subsequent questions we received, we will recommend a revised motion with clarifying language that will be posted to Civic Clerk shortly. You will find that at

<https://burlingtonvt.portal.civicclerk.com/event/8482/files/agenda/14979>.

In closing, we want to reiterate that transparency is our priority, and underscore again that these ordinance changes do not apply to resident parking zones nor do they grant staff the authority to charge for parking on residential streets. The proposed changes allow staff to quickly move to address a limited number of safety-related issues such as the location of accessible on-street parking spaces and school drop-off zones for primary and secondary schools. None of the changes are intended to apply to colleges or universities, and staff will be recommending proposed language to clarify this further.

Do not hesitate to reach out with questions at dpw-pinecustomerservice@burlingtonvt.gov or by calling 802-863-9094.

Emails submitted from public

From: Erik Trinkaus <eriktrinkaus1@gmail.com>
Sent: Tuesday, September 16, 2025 10:43 AM
To: Chapin Spencer <cspencer@burlingtonvt.gov>; Erik Ramakrishnan <eramakrishnan@burlingtonvt.gov>; Becca Brown McKnight <bbrownmcknight@burlingtonvt.gov>; Buddy Singh <bsingh@burlingtonvt.gov>
Subject: Resident Only Street Parking

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

I have become aware that there is a proposal to greatly reduce and/or eliminate resident only parking in the vicinities of K-12 schools, Champlain College and UVM. While this may make sense in the immediate areas of K-12 schools, it would be a major mistake with respect to the streets around UVM and Champlain College. Prior to the establishment of resident only parking around their campuses, those streets were inundated with student parking, taking up all of the legitimate spaces, extending onto driveway spaces and even completely blocking driveways. Given the limited off-street parking for most of the houses and apartments in those areas, access to some on-street parking by residents is essential, especially for the elderly, the disabled and families with small children. It is also absolutely essential for any service vehicles coming to those houses.

Therefore, eliminating or greatly reducing resident only parking in the vicinities of UVM and Champlain College would be a disaster. Both of those institutions have worked out systems for student cars, albeit ones that many students find inconvenient. Let those institutions and students find their parking solutions without causing a parking disaster for those who live near them.

From: Glenn Jarrett <Glenn@vtelaw.com>
Sent: Monday, September 15, 2025 12:02 PM
To: Erik Ramakrishnan <eramakrishnan@burlingtonvt.gov>
Subject: Proposed changes to ordinance re Parking

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

Erik—

I live on Robinson Parkway, a street which has long had Resident Permit Parking (RPP). I have concerns about some of the proposals coming before the Public Works Commission this Wednesday evening, and would like to discuss them with you prior to the meeting.

My afternoon today is busy and the best times for me tomorrow are 9-11:30 and 2-3:15. My work number is 802-864-5951 and my cell number is 802-238-4708. If you can reply to this email with a time that might work for you, I'd appreciate it.

Thank you.

Best regards,

Glenn Jarrett

From: Kim Holtan <kimholtan@usa.net>

Sent: Tuesday, September 16, 2025 12:04 AM

To: Chapin Spencer <cspencer@burlingtonvt.gov>; Erik Ramakrishnan

<eramakrishnan@burlingtonvt.gov>; Becca Brown McKnight <bbrownmcknight@burlingtonvt.gov>;

Buddy Singh <bsingh@burlingtonvt.gov>

Subject: Residents only parking

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

Hello. I will be unable to attend the meeting on this but want to voice my opinion about the parking ordinance document that DPW staff wants approved. I live near UVM and Champlain Colleges.

I do NOT want the possibility of parking-pay-station-box on every street in the city. Are we trying to make life hell? Please exclude Resident Only Permit Parking streets from this. Please do NOT increase public access to parking UVM and Champlain College. It gets congested enough already please protect us from UVM's ever-growing parking demand and overflow parking impacts.

Please insert "K-12" before the word "school" to prevent DPW staff from being able to increase public access to parking on streets adjacent to and near UVM and Champlain College that have Resident Only Permit Parking.

explicitly disallow DPW staff from installing parking pay stations/meters on every street in the city – and especially not Resident Only Parking Permit streets. Decisions regarding the installation of parking pay stations/meters should continue to go to the Public Works Commission for approval on a street-by-street basis. DPW should not even consider installing the parking pay station/meter equipment unless 80% or more of the residents along such street indicate via a signed petition that they want a parking-pay-station on their street.

UVM is required by City Ordinance to be managing their parking demand to prevent it from overflowing onto nearby streets. They are supposed to be reducing their commuter/student/visitor parking demand via effective Transportation Demand Management so that their parking and traffic doesn't impact our neighborhoods. DPW should NOT have the authority to increase public access to parking on RPP streets and streets near or adjacent to UVM via any other means.

Living near a college has enough issues already, please don't compound them!

Thank you for your attention,

From: Carolyn Hanson <carolyn@burlingtontelecom.net>
Sent: Monday, September 15, 2025 9:22 PM
To: Chapin Spencer <cspencer@burlingtonvt.gov>
Subject: I do not support metered parking in our neighborhood!

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

Dear Chapin

I just read that Public Works is considering reducing our "resident only" parking. We like the parking in our neighborhood the way it is! We do not want metered parking!

Best

Carolyn Hanson
118 spruce st

From: Ellen Howrigan <ellen@burlingtontelecom.net>

Sent: Monday, September 15, 2025 8:01 PM

To: Chapin Spencer <cspencer@burlingtonvt.gov>

Subject: Residential parking

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

Hello

I am deeply concerned with our city doing away with residential parking and being able to install pay stations.

I would like to understand why you think these changes are needed.

I just don't understand the erosion of our community.

From: Jacques Bailly <Jacques.Bailly@uvm.edu>

Sent: Monday, September 15, 2025 7:07 PM

To: Chapin Spencer <cspencer@burlingtonvt.gov>; Erik Ramakrishnan
<eramakrishnan@burlingtonvt.gov>; Becca Brown McKnight <bbrownmcknight@burlingtonvt.gov>;
Buddy Singh <bsingh@burlingtonvt.gov>

Subject: resident permit parking

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

Dear Burlington city folks,

I hear there's a move afoot that will affect resident permit parking only streets.

Streets in the hill section should **not** be resident permit parking only: they are all almost always empty. The residents don't need that parking at all. Those are public streets and there should be parking available on them just like all the other streets. I don't care if UVM students use them, and you should not either. We are simply subsidizing rich folks' property values by making those streets resident parking only.

The only place I would allow resident permit parking only is streets like King St which are high density near downtown and residents really need help finding parking, particularly since they are not as privileged as hill section folk and don't have multi-car garages.

Yours truly,

From: Robert Linder <robertlinderemail@gmail.com>

Sent: Tuesday, September 16, 2025 1:04 PM

To: Becca Brown McKnight <bbrownmcknight@burlingtonvt.gov>; Chapin Spencer <cspencer@burlingtonvt.gov>; Erik Ramakrishnan <eramakrishnan@burlingtonvt.gov>; Buddy Singh <bsingh@burlingtonvt.gov>

Cc: Robert Linder <robertlinderemail@gmail.com>

Subject: Resident Only Permit Parking

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

Dear Burlington City Government,

I am opposed to the proposed change in the parking regulations. We resolved a similar issue several years ago but it never seems to go away. Champlain College and UVM are responsible for the parking needs of their students and faculty. They have the capacity and funds to manage this. Flooding neighborhoods with student parking should be unnecessary. Doing that would significantly diminish the quality of life in the neighborhoods, turning them into active parking lots. The students should be provided with off campus parking and be bussed to the campuses or however else the schools choose to manage their student body automobile issue.

On my street, children play in the street. To improve this neighborhood, which I hope would be a goal of the city, I would suggest renewing the speed bumps that were put in years ago, were never robust and are worthless today. Cars speed down this street at 50 plus miles an hour endangering children, animals and everyone who might be on the street. Monitoring for speed would also be helpful. It would be wonderful to have a police force that was capable of being an occasional presence to assist in this.

One strength in Burlington has been the voice of the neighborhood and community in making decisions especially when the issues directly involve their neighborhood. Taking away the capacity for such input would be detrimental to the whole concept of a neighborhood. The neighborhood voice and input should remain a priority for this city.

The city has many very serious issues to deal with and should be prioritizing them. At the same time, improving the quality of life in the neighborhoods would improve the city's overall wellbeing, including regarding less serious matters. One such issue concerns an ordinance passed a few years ago limiting the dates when gas powered leaf blowers were allowed. The sound and gas pollution is well documented. This ordinance has been summarily ignored almost unanimously by the landscaping companies. Maybe the ordinance should not be date limited. While this is a minor matter, it again speaks to the quality of life in our city. Well intentioned but ignored and unenforced.

Thank you for listening to some of my concerns.

From: Chris Hadsel <chris.hadsel@gmail.com>
Sent: Tuesday, September 16, 2025 2:26 PM
To: Chapin Spencer <cspencer@burlingtonvt.gov>
Subject: Terrible Idea

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

Hello Chapin.

You know for years I organized petitions and fought to get the roundabout and yes, it's working well.

I also fought and worked with Leahy's office to get the 18-wheelers headed to Milton or points north or carrying lumber to the McNeil plant out of the downtown streets and onto 189 and yes, it's working.

But it feels like a never-ending battle to get the City to come up with a good plan to deal with parking.

This latest idea of putting meters or pay boxes in front of all our houses and doing away with the residential parking that so many of us fought so hard to get is a truly terrible idea. We have very limited residential parking south of Cliff St on S. Willard - a compromise carefully worked out with the city and Champlain College - it consists of no non-residential parking from midnight to 6:00am and we residents have to go to the police dept every year and pay for a special placard so we or guests can park overnight on the street if we need to. Before we got that, Champlain students would come early Monday morning and leave their cars all week without moving them. It made our life impossible and it was really hard for Champlain because there was no legal reason why students shouldn't avoid paying their fees and just leave their cars all down Willard.

So the possibility of the city undoing all that effort that actually works well for the neighborhood is....really discouraging. I hope it's just a rumor without substance.

Board of Finance and City Council Submission Checklist

Department: Department of Public Works Submitter: Phillip Peterson

Title/Subject: Modernization of City Parking Ordinances

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	9/29/2025
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	9/23/2025	Chapin Spencer
Mayor's Office informed and approved memo	Yes	9/24/2025	Erin Jacobsen
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	9/22/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	9/23/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



MEMORANDUM

To: Burlington Board of Finance and City Council
From: Darren Springer, General Manager
Date: 9/8/2025 and 9/29/2025
Subject: **Street Light Tariff Update**

Introduction

Burlington Electric Department ("BED") is seeking Board of Finance and City Council approval to file with the Vermont Public Utility Commission (PUC) the documents needed to update our municipal Street Lighting tariff to accommodate billing for the use of security cameras requested by Burlington Police Department and parking ban lights for the City. Currently such uses would require prohibitively expensive individual metering under the tariff. BED proposes instead, with the requested tariff update, to establish a per month charge for municipal use of a camera or parking ban light, and use the data from a small number of meters to monitor our consumption assumptions and provide for accurate system loss calculations. For cameras, this is how we bill and monitor the consumption of street lights (both street lights and 24/7 cameras have predictable hours of operation and known wattages). In the case of parking ban lights, the consumption is so low as to make detailed energy metering and billing unreasonable, but monitoring of use will still occur via a few representative meters.

BED has also taken the opportunity to make update other portions of the tariff to reflect current business practices.

A redlined copy of the Street Lighting tariff is attached to this memo. BED staff will be present at Board of Finance on 9.8.25 and the 9.29.25 Council meeting to answer any questions.

PLEASE NOTE: The rates shown in the proposed tariff are based on BED's currently approved rates without the 4.5% surcharge that went into effect on bills rendered after September 1, 2025. This proposed tariff, if approved, would be subject to that 4.5% surcharge while the FY26 rate case is pending at the PUC, and the proposed tariff would ultimately be increased by 4.5% after the FY26 rate filing is approved. The 4.5% rate change is subject to PUC review and approval and could be approved at different level than the 4.5% proposed.



Streetlight Tariff Filing Motions

Board of Finance: To approve and recommend that the City Council authorize the General Manager of the Burlington Electric Department or their designee to file the updated Street Lighting tariff with the Vermont Public Utility Commission and to take such actions as may be needed to secure its approval.

City Council: To approve and authorize the General Manager of the Burlington Electric Department or their designee to file the updated street lighting tariff with the Vermont Public Utility Commission and to take such actions as may be needed to secure its approval.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Burlington Electric Submitter: Darren Springer

Title/Subject: Streetlight Tariff Update

Approval Requested:

☒ Board of Finance

☒ City Council

☐ Both BOF and Council

Meeting Date:

9/8/2025

9/29/2025

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	9/2/2025	Darren Springer
Mayor's Office	Yes	9/4/2025	Erin Jacobsen
Board/Commission	Yes	9/10/2025	Electric Commission Voted 5-0 in favor
City Attorney's Office for memo and contracts or legal documents	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	9/2/2025	Jessica Brown, motions included
CAO for budget, financing, and memo	Yes	9/3/2025	Katherine Schad
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.

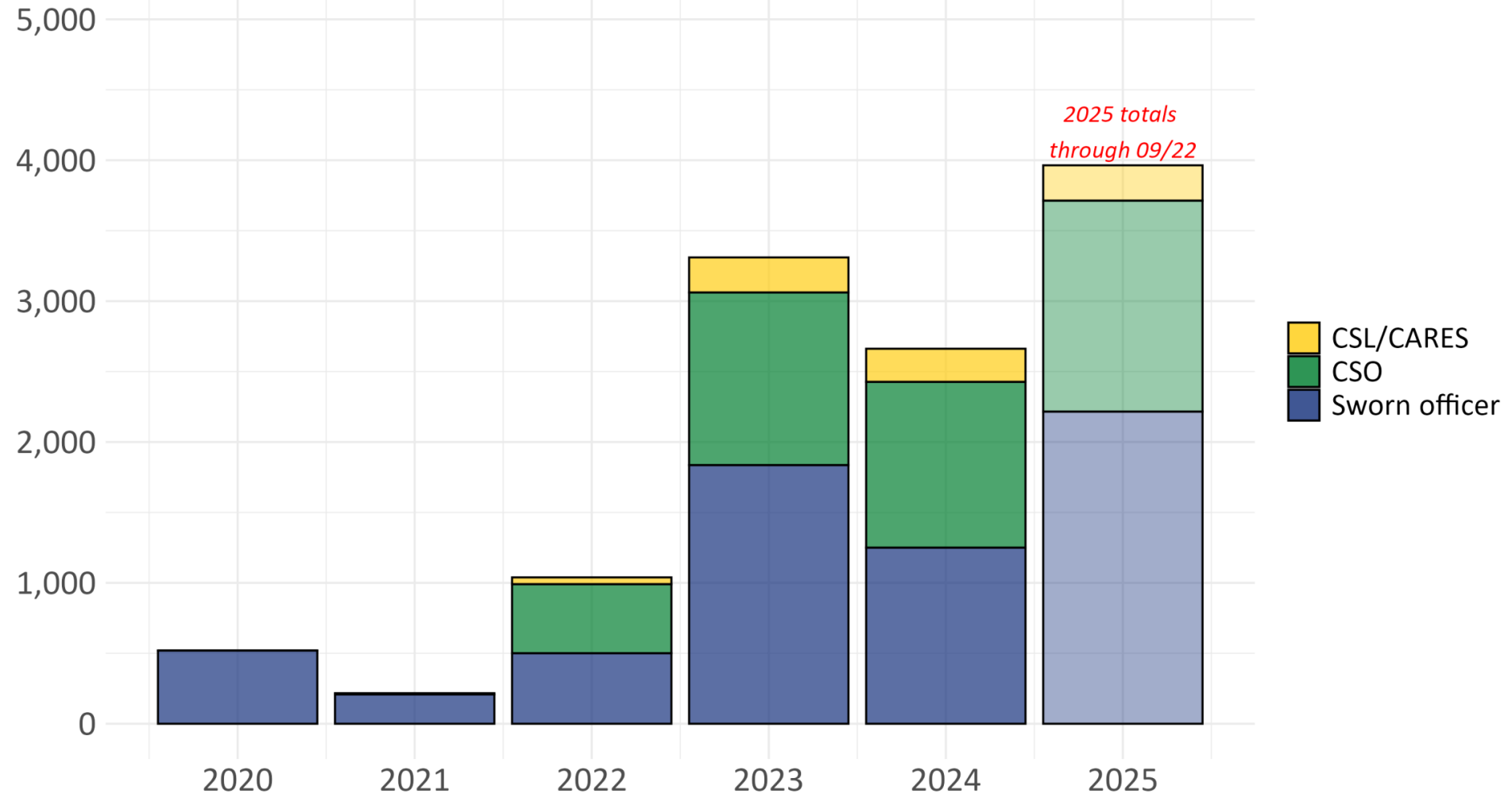
City Council – Downtown Police Data

SEPTEMBER 29TH, 2025

Downtown Foot Patrols

Downtown Foot/Directed Patrols

Downtown foot patrols & directed patrols have already surpassed the totals of any in the previous five years

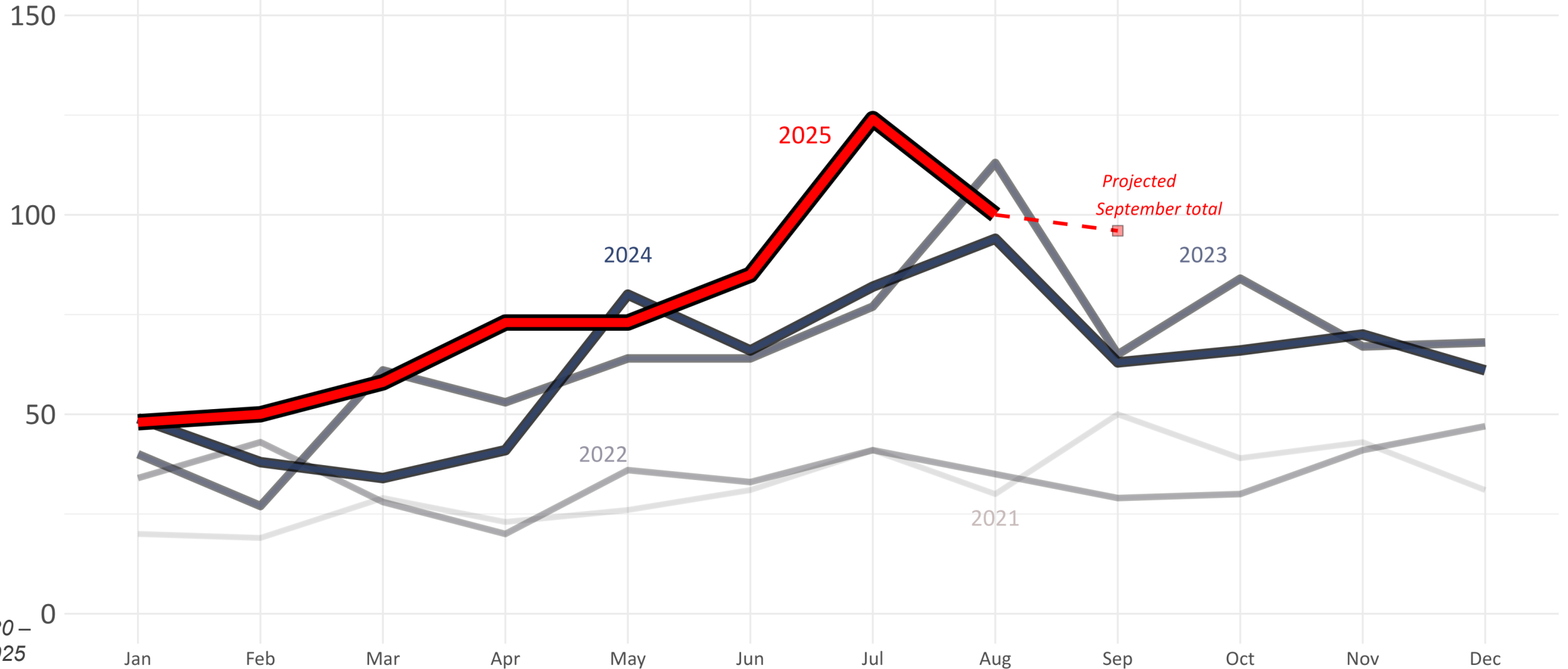


Data
1/1/2020 –
9/22/2025

Downtown Arrests

Downtown Arrests

Downtown arrests have been higher than the past four years – particularly the summer into September

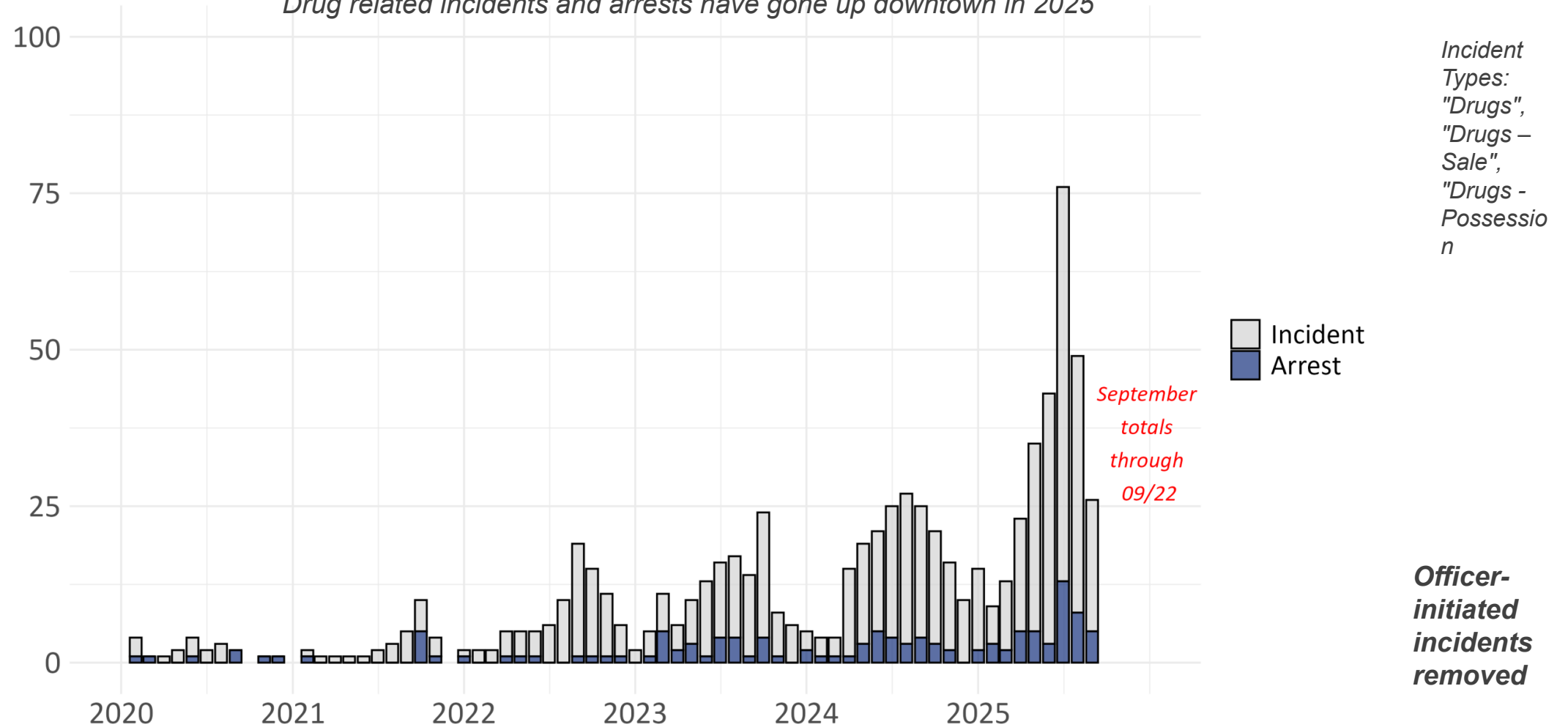


Data
1/1/2020 –
9/22/2025

Downtown Drug Incidents / Arrests

Downtown Drug Incidents / Arrests by Month

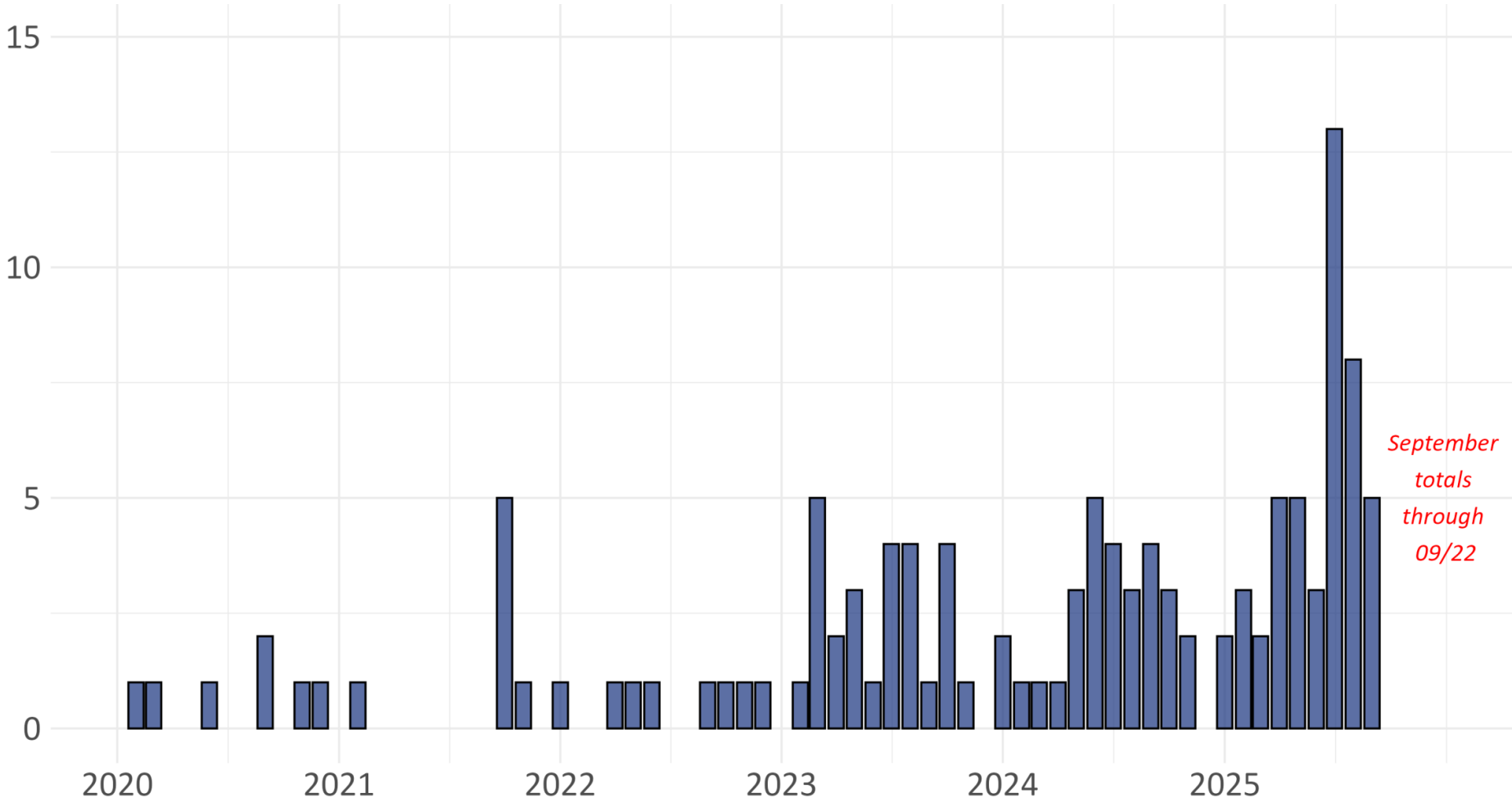
Drug related incidents and arrests have gone up downtown in 2025



Data
1/1/2020 –
9/22/2025

Downtown Drug Arrests by Month

July, August & September (projected) have the highest drug arrest totals in the last five years



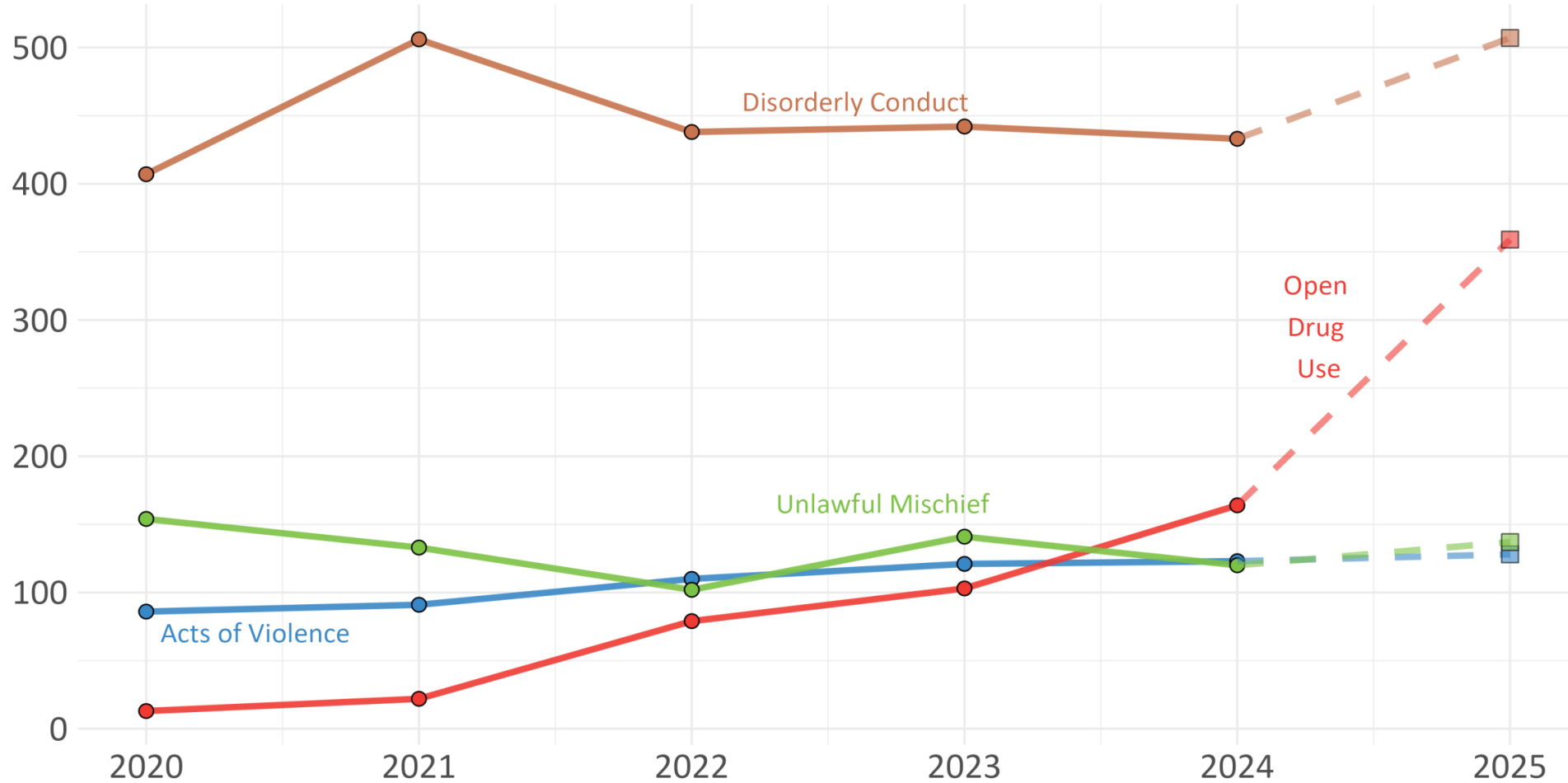
Data
1/1/2020 –
9/22/2025

Includes all
arrests that
have at
least one
drug-
related
charge

Violent Crime / Other Calls for Service

Downtown Calls For Service

Mapping Valcour incidents to resolution language



Acts of Violence:
Assault,
Domestic Assault,
Reckless
Endangerment,
Homicide

Disorderly Conduct:
Disorderly Conduct
Disturbance

Unlawful Mischief:
Vandalism
Vandalism - Graffiti

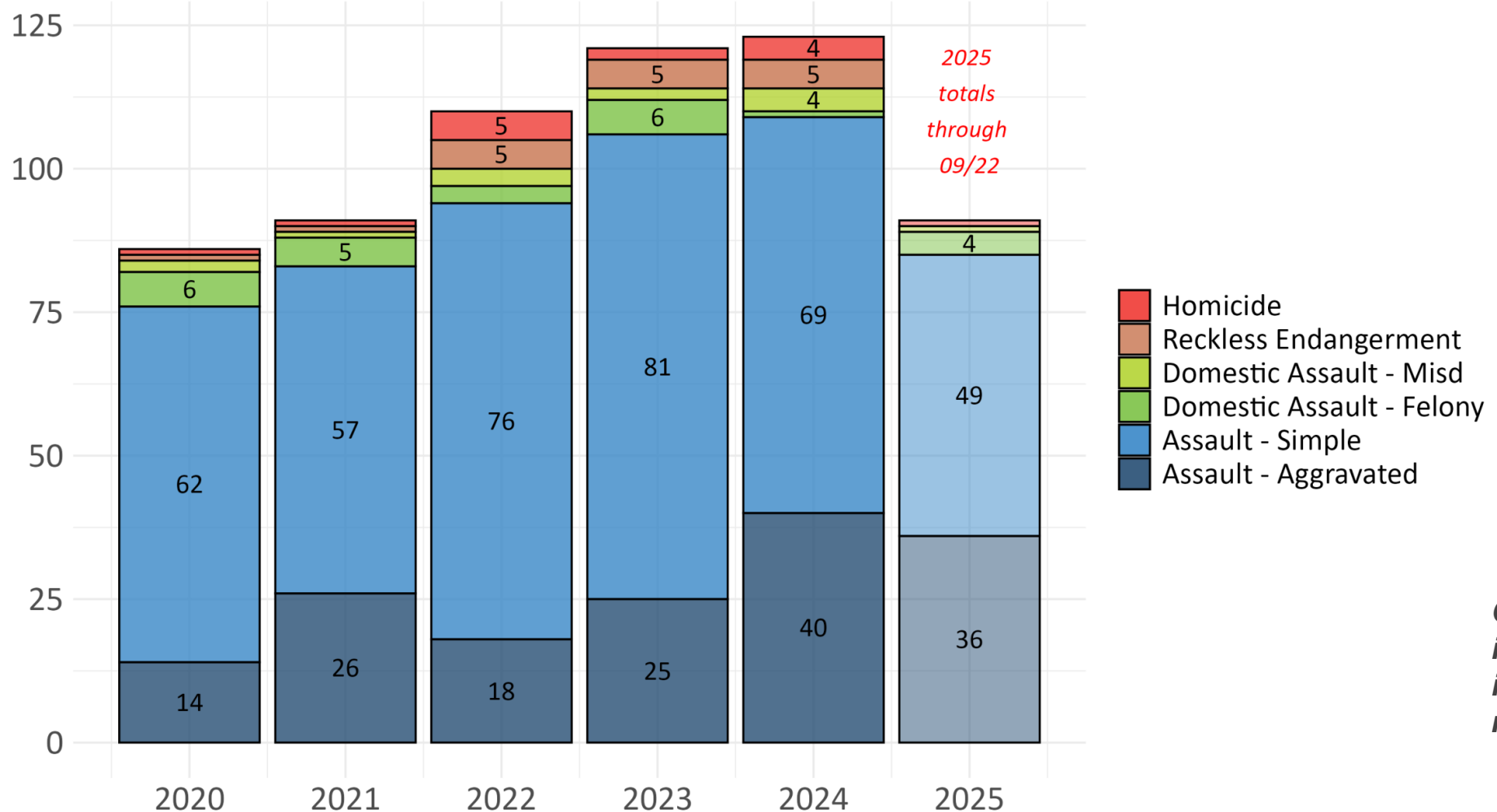
Open Drug Use:
Drugs
Drugs – Possession

**Officer-
initiated
incidents
removed**

Data
1/1/2020 –
9/22/2025

Downtown Acts of Violence

Downtown acts of violence have remained steady since 2023 – though Aggravated Assaults have increased

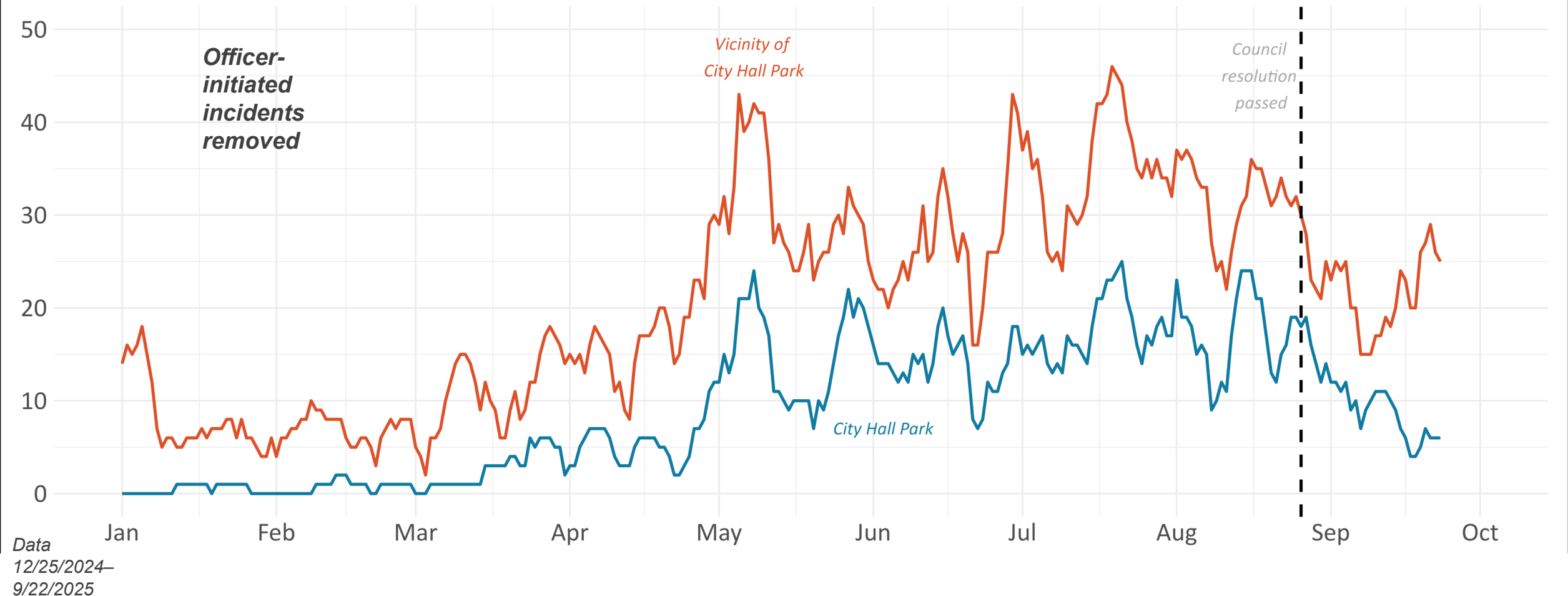


Data
1/1/2020 –
9/22/2025

Rolling Incident Counts – City Hall Park

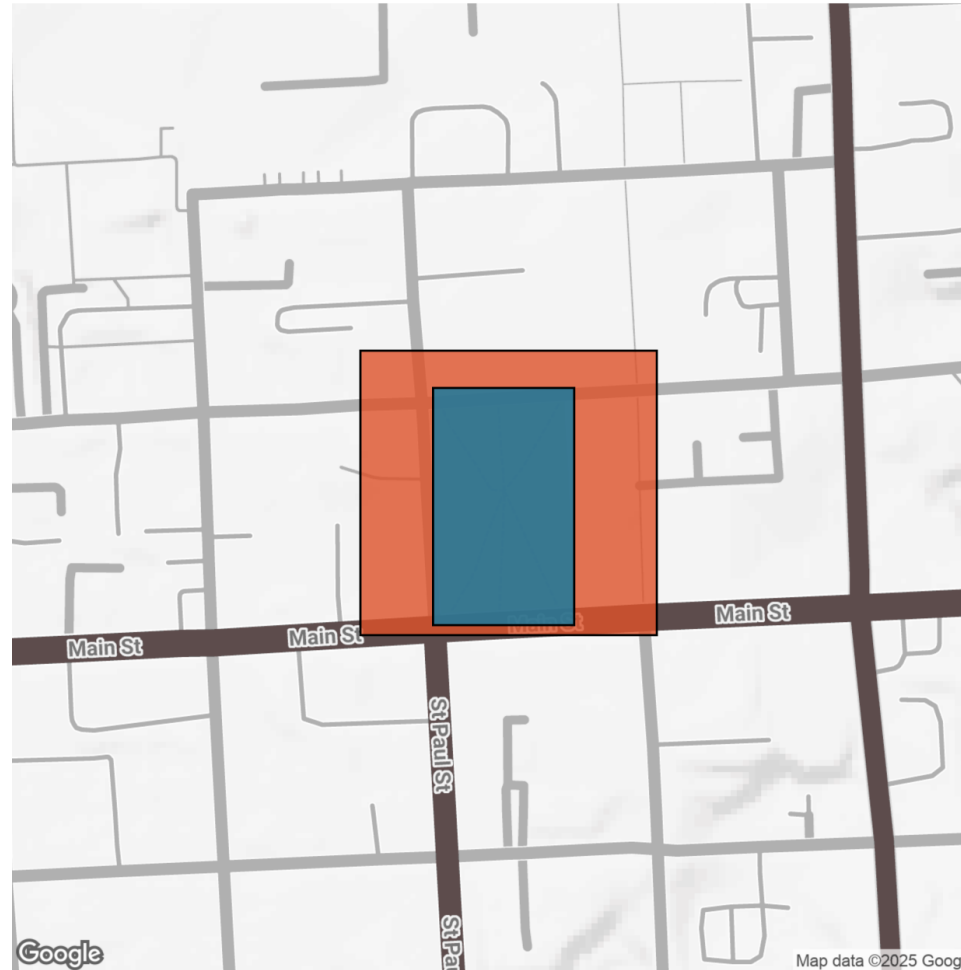
City Hall Park Incidents, 2025 Rolling Counts

BPD Incidents in and around City Hall Park, 2025
Incidents over the Past 7 Days



City Hall Park Incidents, 2025 Rolling Counts

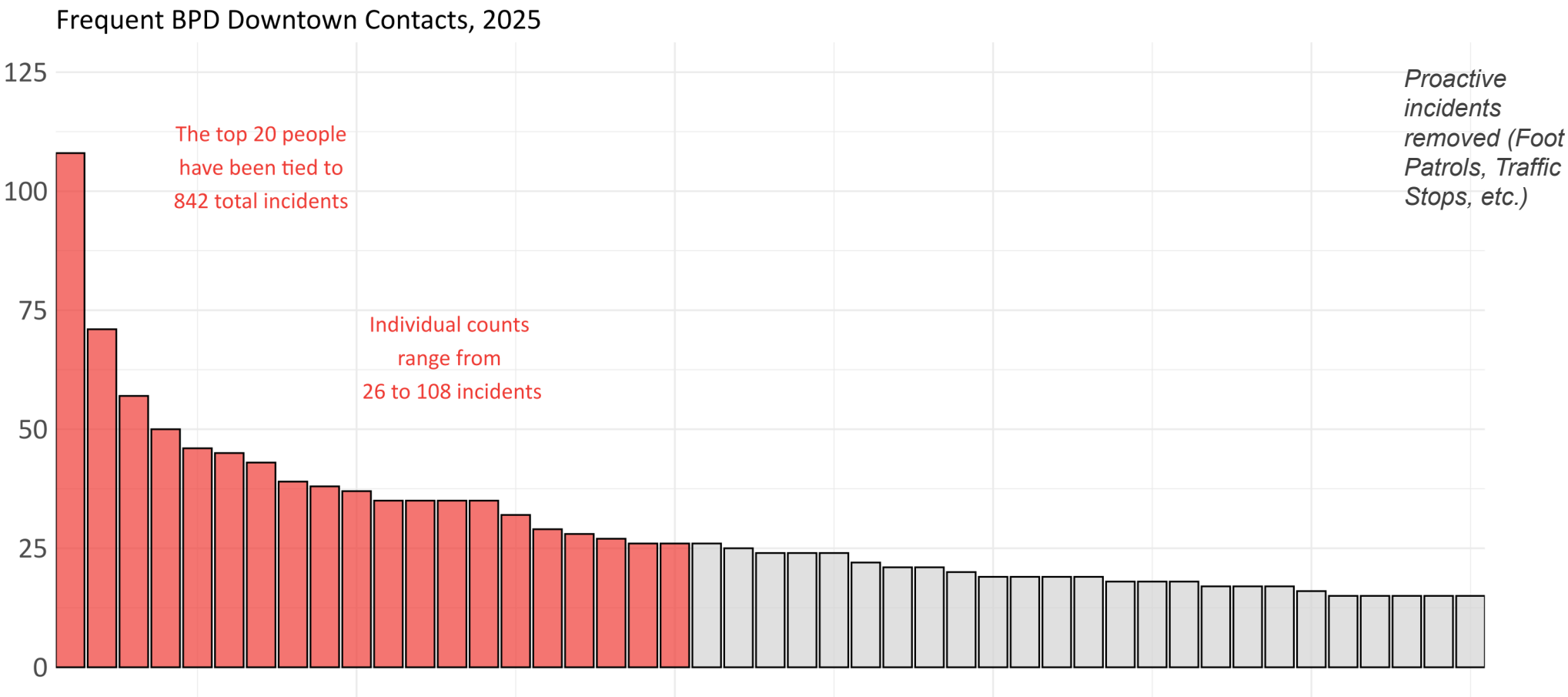
Officer-initiated incidents removed



Data
12/25/2024–
9/22/2025

Top People

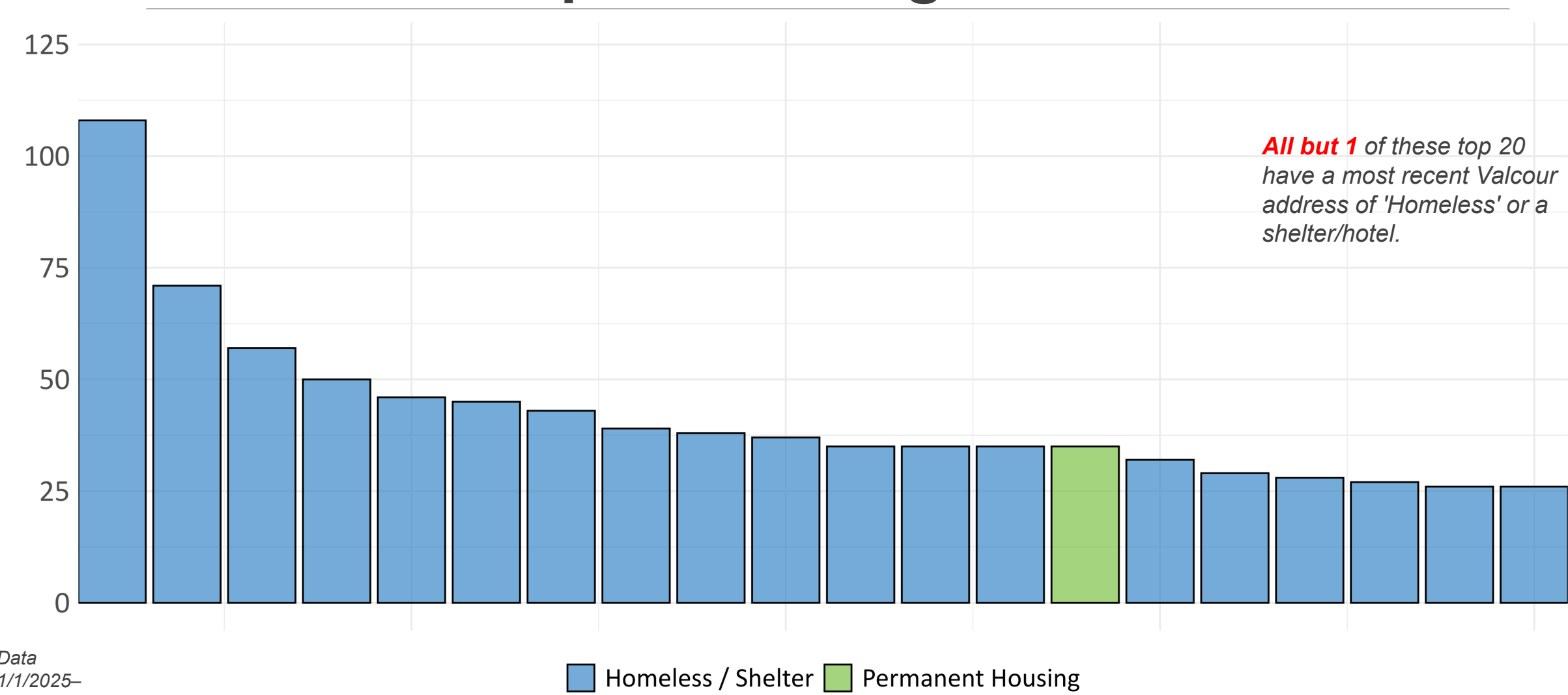
Top 20 People Downtown, 2025



Data
1/1/2025–
9/22/2025

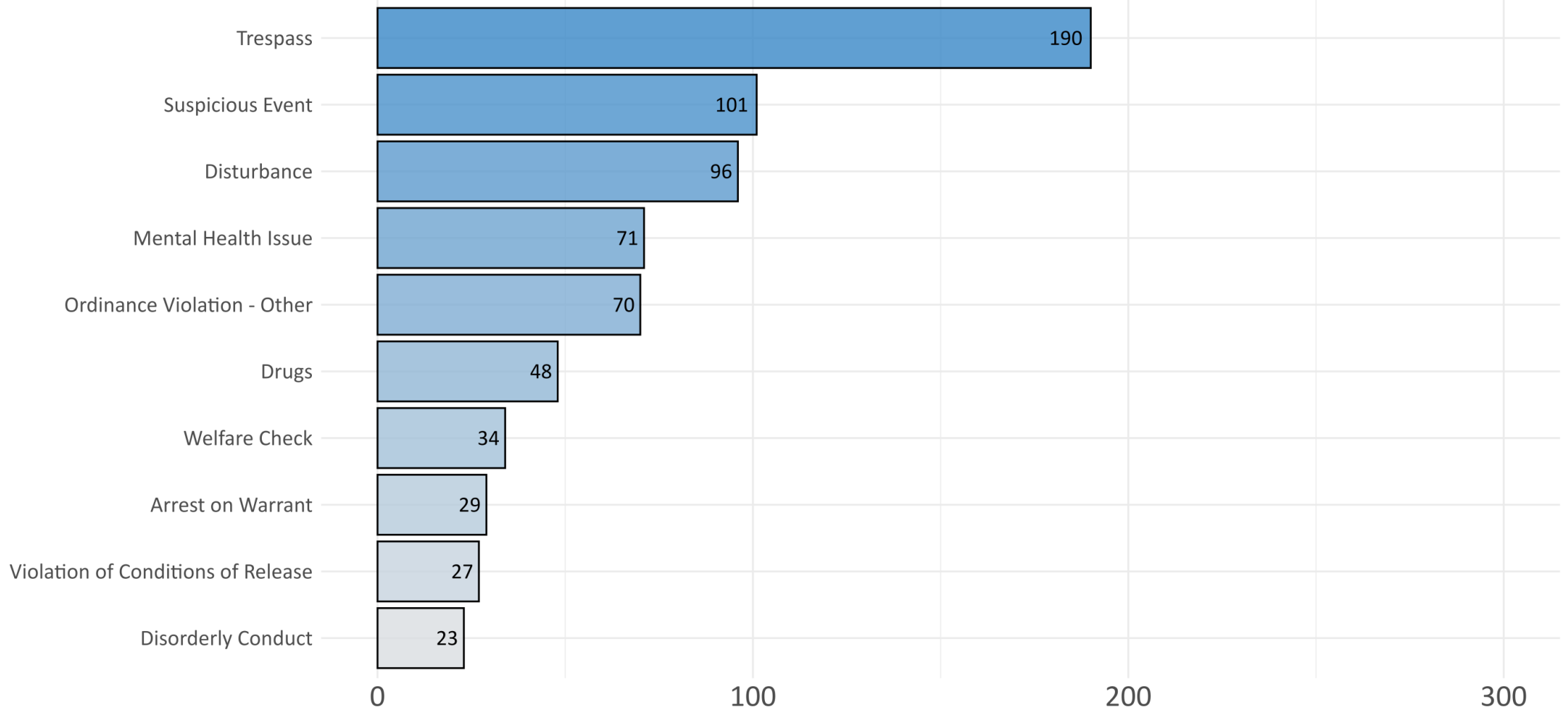
Data through 9/22/2025
Only counting relevant involvement types ('Person of Interest', 'Arrestee', etc.)

Top 20 Housing Status



Top 20 Top Incidents

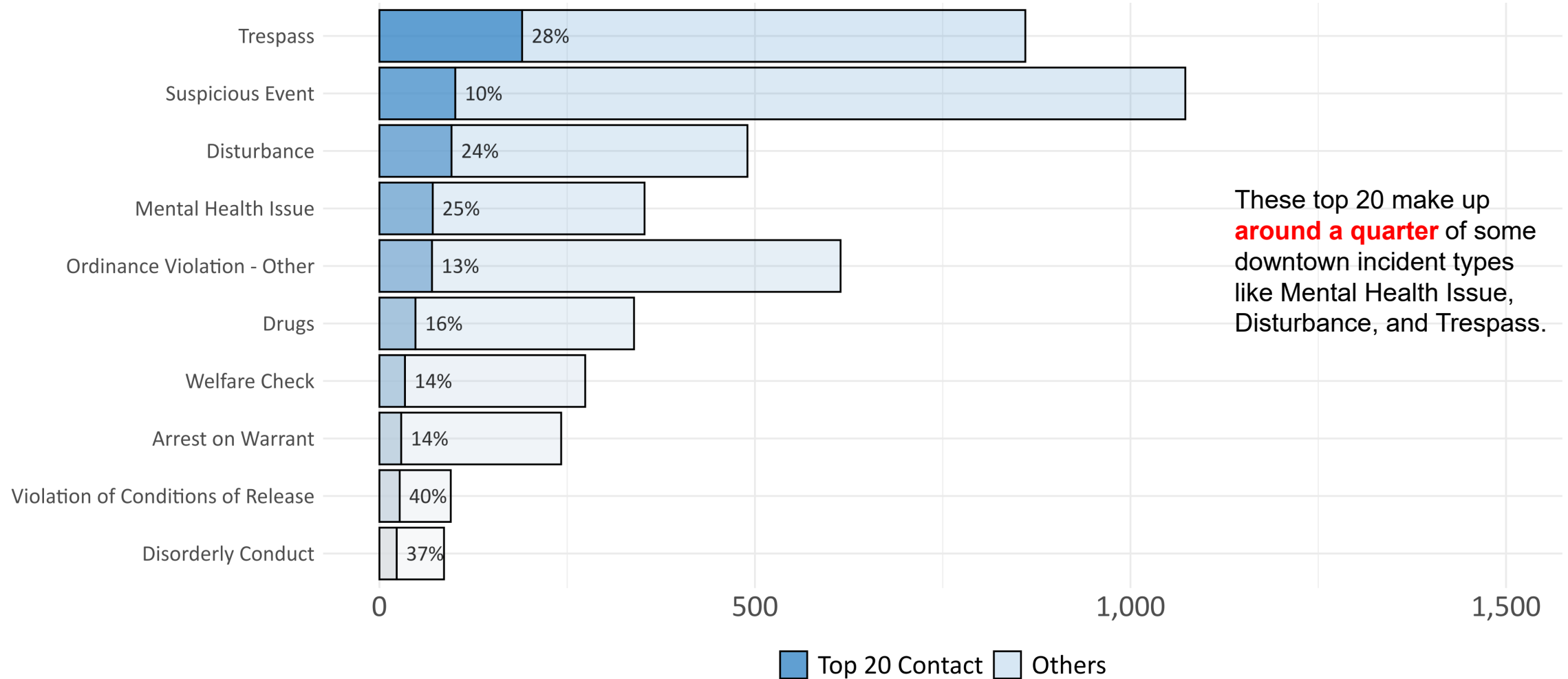
Top downtown incidents for the top 20 people



Data
1/1/2025–
9/22/2025

Top 20 Top Incidents

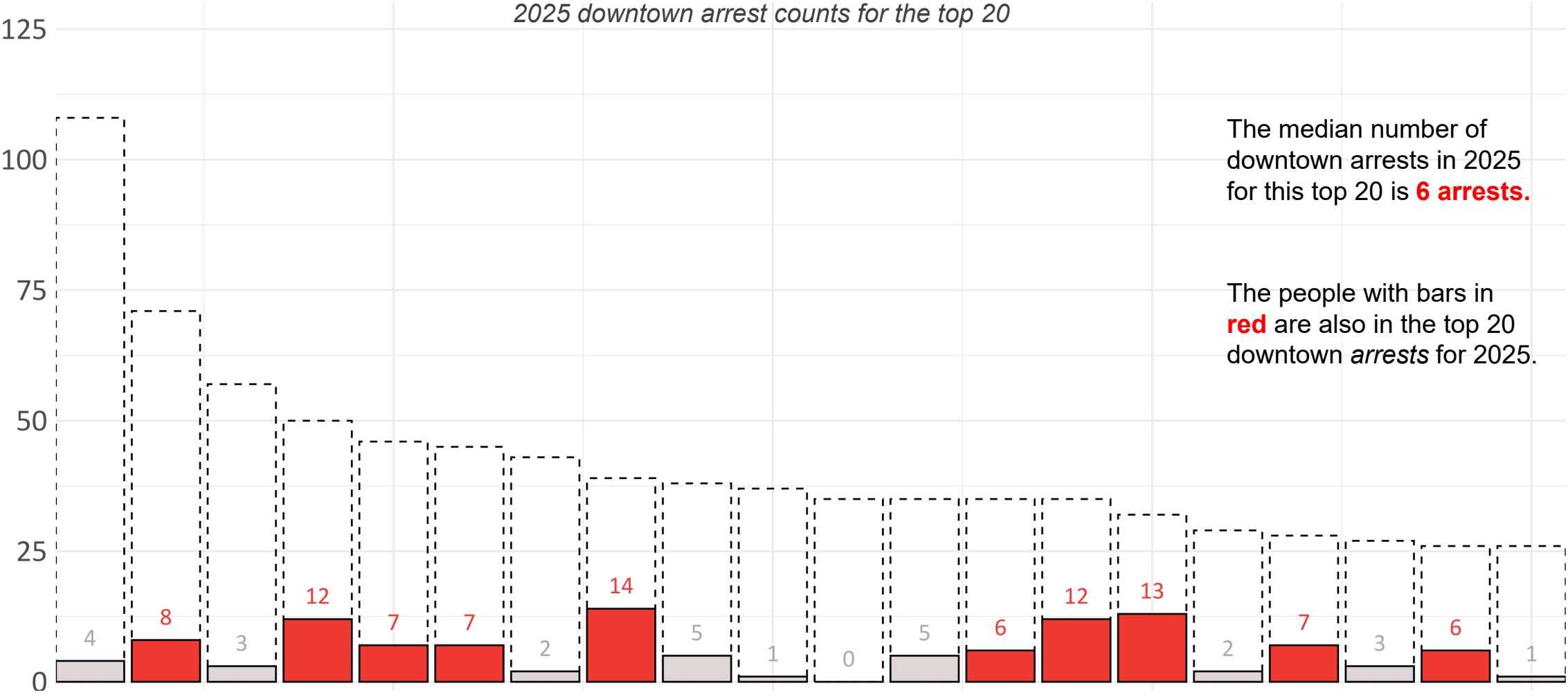
Top downtown incidents for the top 20 people & department-wide



Data
1/1/2025–
9/22/2025

Top 20 Arrests

2025 downtown arrest counts for the top 20



The median number of downtown arrests in 2025 for this top 20 is **6 arrests**.

The people with bars in **red** are also in the top 20 downtown arrests for 2025.

Data
1/1/2025–
9/22/2025

Resolution Relating to

RATIFICATION OF TENTATIVE AGREEMENT AND
AUTHORIZATION TO EXECUTE COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE CITY OF
BURLINGTON AND THE BURLINGTON FIREFIGHTERS’
ASSOCIATION (July 1, 2025 – June 30, 2028)

RESOLUTION _____

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

CITY OF BURLINGTON

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

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

That WHEREAS, the City and the Burlington Firefighters’ Association have been negotiating the terms
and conditions of a successor agreement to the Collective Bargaining Agreement that expired on June 30,
2025; and
WHEREAS, the negotiating teams of the parties have reached a Tentative Agreement for a new three
year agreement, retroactively effective July 1, 2025 (unless otherwise specified); and
WHEREAS, the Burlington Firefighters’ Association has ratified this Tentative Agreement on
September 4, 2025;
NOW, THEREFORE, BE IT RESOLVED that the City Council hereby ratifies and authorizes Mayor
Emma Mulvaney-Stanak to execute a Collective Bargaining Agreement between the City and the BFFA for a
three year period retroactively from July 1, 2025 to June 30, 2028, in substantially the form attached hereto,
subject to the final review and approval of the City Attorney and Chief Administrative Officer

JB/Resolutions 2025/RATIFICATION OF TENTATIVE AGREEMENT AND AUTHORIZATION TO EXECUTE COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE CITY OF BURLINGTON AND BFFA (July 1, 2025 – June 30, 2028)
09/26/2025

Final
MEMORANDUM OF AGREEMENT

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

ARTICLE IX – PROMOTIONS, TRANSFERS AND EDUCATIONAL OPPORTUNITIES

9.4 Lieutenant. For the rank of Lieutenant, to be eligible to take the examination, an applicant must have completed seven (7) consecutive years of service or the equivalent based on length of service credit and must have ~~obtained~~ served in the rank of senior firefighter with the Burlington Fire Department for at least one (1) year prior to November 1 of the year in which the examination is taken. Examinations will normally be given on even years in each biennial during the month of November.

9.11 Filling of Vacancies and Transfers

d. Upon execution of this agreement, ~~three- two~~ employees will be assigned to each ambulance per shift. ~~for the purpose of staffing an ambulance rotation.~~

9.11e

e. ~~“Notwithstanding any inconsistencies of provisions of the CBA, including those in Articles 9.3, 9.4, 9.5, and 10.3, both the City and Union agree to the following Lateral Hire Program. For all employees hired on or after July 1, 2025 with previous eligible firefighting experience, the following provisions shall apply:~~

1. ~~Lateral Candidates for open firefighter positions shall be eligible to have their prior firefighter-EMT service considered in determining their grade, title, and pay step upon hire, provided that the lateral transfer requirements are met. Such requirements shall be a minimum of one year of fulltime career fire service experience and the possession of NREMT EMT certification. Lateral Candidates meeting or exceeding these requirements shall be eligible to have such service credit applied upon hire as outlined in items 2 and 3. The Chief Engineer shall make the final~~

determination as to whether any Lateral Candidate's prior experience meets the lateral transfer requirements and shall not to be subject to appeal or CBA grievance process.

2. Lateral Candidates shall have their prior full-time firefighter-EMT experience assessed by a ratio of one year of service credit for every full year of prior firefighter-EMT experience, up to a maximum of six years of service credit upon entry. This formula will determine the Lateral Candidate's pay step upon entry to the according to the "New Employee Pay Scale" outlined in Appendix B of the CBA, as well as the employee's grade level and title according to Article 10.3 of the CBA. Thereafter, a Lateral Hire shall advance through the "New Employee Pay Scale" and grade level and title progression in accordance with Section 10.3. For example, a lateral candidate receiving credit for (1) full year will start on NEPS Step 2, while a lateral candidate receiving the maximum service credit of (6) years will start at NEPS Step 7.

3. A Lateral Hire shall be eligible to have their prior firefighter-EMT experience considered towards the service credit necessary for promotion pursuant to Article 9. The prior firefighter-EMT experience will be assessed by a ratio of one year of service credit for every two full years of prior fulltime firefighter-EMT experience, up to a maximum of 3 years of service credit upon the review and approval of the Chief Engineer.

4. Prior firefighter-EMT experience upon hire shall not be applied in consideration towards calculation of seniority; accrual of vacation, sick, or any other earned leave time; service credit towards the City's pension system; or any other provision of the CBA or the City's Comprehensive Personnel Policy Manual. Such credit for such items shall be calculated from the employee's date of hire.

9.14 – additional language to existing article

In the case of non-mandatory training programs, employees will be compensated only for the actual hours in class. Additionally, for courses that result in certification (~~AEMT, Fire Officer~~) (with the exception for AEMT), employee will not receive compensation for hours in class until certification is obtained. For employees attending the AEMT course, if the employee is unsuccessful in obtaining their certification and, as a result, their employment with the department is terminated, the Department shall be allowed to recoup overtime compensation the employee received through unused benefits (holiday, vacation, sick leave) of the employee.

ARTICLE X – RATES OF PAY

10.2 Covered employees who are on the City Fire Department payroll as of the date of execution of this Agreement shall receive the following increases to their base pay, as shown on Appendix B:

Annual cost of living adjustments (COLAs):

Retroactive to July 1, 202 5 ² for FY2 6 ³	4% ^{10%}
Effective July 1, 202 6 ³ for FY2 7 ⁴	7% ^{5.75%}
Effective July 1, 202 7 ⁴ for FY2 8 ⁵	7% ^{3.75%}

Full article not written – capturing change to final paragraph of 10.4

10.4 Wages paid pursuant to APPENDIX B shall include compensation for EMT certification, and will be considered earnings for purposes of determining average final compensation for retirement. The four (4%) percent incentive paid for AEMT certification ~~will not~~ shall be considered earnings for purposes of determining average final compensation for retirement.

10.5 Employees who maintain paramedic certification shall be compensated above their wages on APPENDIX B by an amount equal to six (6%) percent in addition to the AEMT pay, with such incentive paid on a weekly basis. Paramedic certification shall be voluntary, and the six (6%) percent paramedic pay will not be considered earnings for purposes of determining average final compensation for retirement.

Upon ratification of this CBA, labor and management will meet to develop a preceptor program to better facilitate training. When acting in a precepting capacity, a member will be paid on the following schedule.

0 to 12 hours - \$50

12+ to 24 hours - \$100

24+ to 36 hours - \$150

36+ to 48 hours - \$200

Outside students will be allowed to ride with a BFD preceptor from the hours of 8:00am to 4:00pm on Monday through Friday, not to include holidays. This program will be in effect no later than December 31, 2025. The preceptor program will be evaluated by both sides six months after implementation and, again, after one year.

10.5a Annual Retention Bonus

The parties will agree on an appropriate distribution system of annual retention bonuses based on tenure, in a total dollar amount of \$112,000 covering 84 members.

APPENDIX E

Retention Bonuses, as laid out in section 10.5a, will be paid out in accordance with the following chart, on the anniversary of an employee's respective employment with the City of Burlington, so long as they are still a covered employee under the Collective Bargaining Agreement between the City and the Union at the time of their anniversary date:

Years of Service	Retention Bonus Pay
22 Years or Greater	\$2,500
21 Years	\$10,000
18 Years	\$8,000
15 Years	\$7,000
12 Years	\$6,000
9 Years	\$5,000
6 Years	\$4,000
3 Years	\$3,000

The retention bonus payments made pursuant to this Agreement shall be added to eligible employee's next regular paycheck as reasonably practicable after the anniversary date of their employment with the City.

With the exception of the "22 years or greater tier", each retention bonus payout will be paid only on the respective milestone anniversary date. The intervening years between each milestone anniversary, before 22 years, do not qualify for any retention bonus payout. Starting at 22 years of service, annually thereafter, a covered employee shall be eligible for a \$2,500 retention bonus payout.

The retention bonus payments shall be subject to all necessary taxes and withholdings as determined by the City. Such sums are understood to be a gross amount and the Union understands and agrees that actual amounts remitted to eligible employees will be on a net basis.

ARTICLE XI – HOURS OF WORK

11.2 The BFD has fully switched over to the forty-eight/ninety-six (48/96) schedule. The Work Cycle will consist of continuous cycles of ~~twenty-one (21)~~ **twenty-eight (28)** consecutive days. Employees will work ~~scheduled one hundred sixty-eight (168) hours during each twenty-one (21) day cycle on a schedule~~ providing ~~twenty-four (24)~~ **forty-eight (48)** consecutive hours of work followed by ~~forty-eight (48)~~ **ninety-six (96)** consecutive hours off. The workday shall be a ~~twenty-four (24)~~ **forty-eight (48)** hour period

beginning at 7:30 a.m. ~~each day~~ on the first day of the shift. The Department will be responsible for all record keeping with respect to cycle hours/pay.

It is understood that this schedule is not equally divided amongst work cycles and will instead result in cycles where both two hundred and sixteen (216) hours and two hundred and forty (240) hours are scheduled throughout the year. Cycle pay is defined as the wages paid to a member for scheduled hours worked in excess of two hundred and twelve (212) in the twenty-eight (28) day cycle. Said wages will be paid at a rate of one and one half times the employee's regular wage, including the use of personal leave or vacation leave during the twenty-eight (28) day cycle in lieu of actually working scheduled hours. All other types of leave will be paid at an employee's regular hourly wage.

ARTICLE XI – HOURS OF WORK

11.4a Shift to Shift Transfer Time Allocation

1. Voluntary Transfers: To facilitate the transition, employees who voluntarily transfer to a new position or location will be granted one (1) transfer day, consisting of twenty-four (24) consecutive hours.

2. Mandated Transfers: Employees who are required to transfer due to an employee mandate will be granted two (2) transfer shifts, totaling forty-eight (48) consecutive hours, to complete the transition.

3. Scheduling: The transfer period shall commence at a time mutually agreed upon between the employee and the employer, ensuring minimal disruption to operations while allowing adequate time for relocation and adjustment.

4. Compensation and Leave: Transfer days are considered paid time and are not deducted from the employee's accrued leave balances.

ARTICLE XI – HOURS OF WORK

11.6 An employee called into work outside of a regularly scheduled shift shall be paid at time and one-half the employee's regular rate, for a period of not less than the following minimums:

<u>Emergencies</u>	<u>Hours</u>
Respond to emergencies (i.e. 2 nd alarm fires)	4 hours
Testify in Court or legal proceedings (except employee's own disciplinary proceedings) or for other purposes. For this purpose, an employee shall be considered to have testified if the employee arrives at the place of testimony	2 hours

at the time of a scheduled appearance,
or, in the event that an employee
receives less than two (2) hours
advance notice of the cancellation
of a scheduled appearance.

Departmental committee meetings

No minimum

An employee who is held over after a shift shall be paid for a minimum of ~~one~~ one-half (1/2) hour.

11.7 All unscheduled overtime shall be distributed and rotated equally as far as is reasonably practicable among qualified employees first by voluntary canvass in order of seniority, starting where the last canvass stopped, but excluding from the canvass those who are not qualified to perform the duties needed, and proceeding until a volunteer is found or until the list is exhausted. The details of any such system shall be agreed upon by the union and the fire department administration. Any overtime hiring that occurs after shift change shall be filled with a member to fill the same position as the member who created the vacancy. For instance, if a firefighter creates a vacancy, a firefighter will be hired to fill the vacancy, and an officer shall be hired to fill a vacancy created by an officer. In the event a full canvass of the list fails to produce the needed personnel on any occasion, mandatory call-in shall be used in inverse seniority, but excluding any employees who are on authorized leave, swap, and/or approved training time, or who have already been ordered in on a mandatory call-in once during a rotation through the roster. Leave time, excluding training leave, is inclusive of the approved shift off as well as the two days prior and two days after said shift. If less than 24 but more than or equal to 12 hours of approved leave are being used, only the two days adjacent to the approved leave are protected. Leave time less than 12 hours does not count as protective leave time. **Members completing clinical ride time, and who are riding with a preceptor, will be ineligible to be ordered in for the hours of their scheduled ride time and the twelve (12) hours immediately following it. However, in the event of an emergency event requiring recall, including but not limited to a multiple alarm fire, mass casualty, or similar type of event, these members may be required to respond in a firefighting/EMT capacity. In such cases, their recall shall be limited to the duration necessary to effectively manage the incident.** The City shall maintain a log, open to the Union for inspection at any time, showing the date and time of each members last date and time hired, the date and time they were hired for, and whether the overtime was voluntary or mandatory.

11.10 The Department agrees to maintain a minimum staffing level in operations of twenty-two (22) employees per shift. When staffing levels exceed twenty-two (22), the Department shall first assign such additional personnel to companies, where two (2) personnel are otherwise assigned. The City of Burlington and the Union agree to the tenets of safe staffing and are actively moving towards increasing the number of personnel assigned to each apparatus over the next three years.

- FY26 – no new firefighter positions will be created

- FY27 - Effective July 1, 2026 the Department shall create and hire two (2) new firefighter positions

- FY28 - Effective July 1, 2027 the Department shall create and hire two (2) new firefighter positions

For the purpose of this section, the term “employees” includes Battalion Chiefs and Deputy Chiefs (serving in the role of shift commander only), as well as any probationary employee who has successfully completed their basic training requirements. Such basic training requirement shall consist of those mutually agreed upon by the fire chief or designee and the union.

The Department shall ~~maintain~~ ~~create~~ the position of Cover Officer for all employees currently on the Lieutenant promotional list as of July 1, 2025. Once all employees on the promotional list as of July 1, 2025 have promoted or the lieutenant’s promotional list as of July 1, 2025 expires, the Cover Officer position shall be eliminated through attrition. Members promoted to the rank of Lieutenant, who are filling the cover officer role will retain their rank. Through attrition, the department will return to the practice of assigning (4) lieutenants per shift. ~~upon execution of a new CBA and~~ The Department shall assign one member to the cover officer position per shift. This shall be a floating Lieutenant position which will fill in as needed throughout the City. This position shall be included in the minimum staffing number above. Any vacancy in this position shall not trigger the requirements of Section 10.6 of this agreement.

~~11.12 Upon ratification of this Agreement, and if the BFFA indicates a desire to proceed by December 1, 2022, the parties agree to adopt a 48/96 schedule. Such trial period would begin with the start of the vacation schedule that is picked in January 2023. The parties will meet to work out the details of such plans, including potentially a change to the start of the shift time and the division of day and night tours. The parties will meet to evaluate the success of the new schedule every three months. The plan will be to continue the trial period for one year. But, after at least six months of the new schedule, either party has the right to end the 48/96 schedule by providing a good, business-related reason. If either party ends the 48/96 schedule, the parties will meet to determine the best time for the transition back to the terms in place prior to the trial period.~~

ARTICLE XII – HOLIDAYS

12.4 Employees who are eligible for holidays shall be compensated as follows:

a) For twelve (12) holidays per fiscal year, compensation shall, at the employee's option, be either an additional sum in the amount of one ~~fifth~~third (1/3) the employee's weekly rate (one-half for Christmas Day), or an additional day off. Holiday days elected as days off may be taken in twelve (12) hour segments.

12.5 An employee's name will be placed on a calendar requesting a day off for the use of holiday time, compensatory time, and one (1) day vacation time. This may be done up to ~~three (3) months~~ twelve (12) weeks in advance of the requested ~~day shift~~. Up to four (4) weeks prior to the day, three (3) guaranteed slots shall be given to those signing up for vacations of one week or more rather than holiday time, compensatory time, or one (1) day vacation time. If no employee, or only one or two employees have signed up for vacation time, then the employee whose name is on the calendar for holiday time, compensatory time, or one (1) day vacation time shall be guaranteed the day. Under no circumstances shall more than three (3) employees per shift be granted leave for either vacation, holiday, or compensatory time, or one (1) day vacation time, with one (1) additional employee being eligible for one (1) day leave time only if minimum staffing levels can be maintained, at the commencement of the given shift, for a maximum total of four (4) employees per shift approved for leave. except that, beyond the three (3) slots, holiday time, compensatory time or one (1) day vacation time may be granted provided minimum manning is met at the commencement of the given shift, and provided further, that these Requests for ~~such single day leave~~ time off must be made not later than twelve (12) hours prior to the start of the shift. Members are permitted to submit for and be awarded consecutive days off on a "first come—first served" basis, utilizing their leave time.

ARTICLE XIV – SICK LEAVE

~~BONUS FOR NON-USE OF SICK LEAVE~~

~~14.4 — Employees who use no sick leave in a quarter of a fiscal year and continue to use no sick leave in following quarters, shall be paid a bonus, which shall be calculated according to the following schedule:~~

- ~~1. — First full quarter of employment — \$50.00~~
- ~~2. — Next Quarter — \$75.00~~
- ~~3. — Next Quarter — \$100.00~~
- ~~4. — Next Quarter — \$125.00~~
- ~~5. — Successive Quarters — \$150.00~~

~~14.5 Use of sick leave in a quarter shall result in a reduction of the sick leave bonus for that quarter according to the following schedule:~~

- ~~1. One day of sick leave used in a quarter, quarterly bonus for that quarter decreases by \$25.00 from amount received in previous quarter;~~
- ~~2. Two days of sick leave used in a quarter, quarterly bonus for that quarter decreases by \$50.00 from amount received in previous quarter;~~
- ~~3. Three days of sick leave used in a quarter, quarterly bonus for that quarter decreases by \$75.00 from amount received in previous quarter;~~
- ~~4. More than three days of sick leave used in a quarter, quarterly bonus for that quarter is zero.~~

~~14.6 Employees who use sick leave and have their bonus reduced shall proceed each quarter through the schedule as set forth in paragraph 14.5. As an example, an employee who had progressed to the point of having received a \$100.00 bonus the previous quarter and who uses two days of sick leave in the current quarter shall be paid a bonus of \$50.00 for that quarter, and shall be eligible for a \$75.00 bonus the following quarter, etc. The use of not more than 2 hours of sick leave per quarter for doctor's appointments shall not count as non-work hours for purposes of eligibility for cycle pay for those otherwise eligible.~~

Wellness Bonus

Each employee (even those who do not receive their health benefits through the City and have accepted a cashout) will be eligible for up to \$400.00 per fiscal year as a wellness bonus. Wellness bonuses are available if an employee provides proof of participation through our medical providers web portal in the following wellness activities in the amounts stated:

- i) Annual physical examination with primary care physician or physician's assistant--\$100.
- ii) Annual or semi-annual dental examination (cleaning) with dentist or dental assistant--\$100.
- iii) Completion of annual online risk assessment by the stated deadline--\$100.00. Deadline will be identified each year no less than three months after start of fiscal year.
- iv) Participation in a list of approved wellness activities designated by Human Resources--\$50.00 each for up to total of \$100.00. For purpose of example only, these activities may include: proof of health club or gym membership, proof of enrollment in a weight management program, proof of completion of a smoking cessation program, proof of completion of any of the preventative care screenings included in the City's health plan, such as mammogram, annual gynecological exam,

colonoscopy, prostate exam, or proof of participation in any of the offerings included in the City's EAP program.

e. Proof of participation means a statement or receipt from a health care provider to the employee's insurance carrier for services provided or a receipt for payment to a wellness provider such as a health club or a sworn statement signed by a provider that the employee attended at least 80% of the sessions in a wellness program. Employees may be asked to submit the proof of participation to Human Resources; the City's medical administrator will provide a list of approved activities to the City's payroll department or provider on a monthly basis. Payment will be made to the employee at the next payroll following receipt of the administrator's list

Additionally, each fiscal year BFFA members will be eligible to receive additional wellness bonuses for completing a physical ability assessment, a physical fitness assessment, and a targeted behavioral health screening. The union and administration will meet and agree to determine the standard that members will need to meet to receive the bonus as well as how the assessments or screenings shall be administered and how proof will be recorded. Members shall be entitled to an additional \$200.00 dollars for each additional assessment or screening they complete. The assessments and screenings shall not be used to remove a member from duty, unless the member displays an imminent threat to the physical safety of self or others.

Payment will be made to the employee at the next payroll following receipt of the administrator's list.

ARTICLE XV – OTHER LEAVE

BEREAVEMENT LEAVE

15.6 The purpose of bereavement leave is to enable employees to take care of personal arrangements and problems caused by death of an immediate member of their family and to relieve them of the concern over loss of earnings on the regularly scheduled work days within 30 days, unless otherwise approved by the Fire Chief or their designee, following the death. If a death and/or funeral occurs during the employee's vacation, additional vacation days to make up for those used for bereavement leave will be granted.

15.7 Upon the death of an employee's spouse, domestic partner, or child, including an adoptive or step-child, the employee may request and the Chief will grant bereavement leave of up to ten (10) calendar days within 30 days, unless otherwise approved by the Fire Chief or their designee following such death without loss of pay.

15.8 Upon the death of an employee's parent, the employee may request and the Chief will grant bereavement leave of up to five (5) calendar days within 30 days, unless otherwise approved by the Fire Chief or their designee following such death without loss of pay.

15.9 Upon the death of an employee's stepmother, stepfather, foster mother, foster father, father-in-law, mother-in-law, grandmother, grandfather, sister, brother, ~~step-child~~ or other relative living in the same household, the employee may request and the Chief will grant bereavement leave of up to three (3) calendar days with 30 days, unless otherwise approved by the Fire Chief or their designee following such death without loss of pay.

15.10 Upon the death of an employee's aunt, uncle, cousin, brother-in-law, or sister-in-law, the employee may request and the Chief will grant bereavement leave of one (1) calendar day within 30 days, unless otherwise approved by the Fire Chief or their designee following such death without loss of pay.

15.11 An employee, in addition to the above-defined leave, may utilize vacation and/or sick leave to supplement bereavement leave with prior approval from the Chief or their designee.

~~15.13 An employee may elect to use accrued sick leave in an amount not to exceed seven (7) calendar days for paternity leave or adoption leave as a result of adoption of a child, or of spouse's miscarriage or childbirth. Notwithstanding paragraph 14.5, use of this paternity or adoption leave shall not affect the employee's rights, if any, under paragraph 14.4 to bonus for non-use of sick leave.~~

ARTICLE XV – OTHER LEAVE

MILITARY LEAVE –

15.15 Any regular employee who has completed the probationary period shall be entitled to military leave as herein provided:

(a) Military leave shall be due whenever an employee: initially enlists, is inducted, or is called to active duty in the Armed Services, Reserves, or National Guard; voluntarily enters active duty in the Reserves of National Guard; or, is ordered to or enters an initial period of active duty for training of not less than twelve consecutive weeks as a member of the Reserves of National Guard.

(b) Restoration – An employee is entitled to restoration to the employee's former position provided the employee: makes application for restoration to the City within ninety (90) days of completed service, or from service-connected hospitalization of a period of not more than one (1) year; shows certification of (satisfactory) military service, and is still qualified to perform the duties of the position. Restoration shall entitle the employee to former position or status within the City, or to such position of like seniority, status, and pay, unless the City's circumstances have so changed as to make it impossible or unreasonable to do so. The City is not required to create an unneeded position or to bump a current employee to restore another employee returning from military leave.

(c) Disposition of Sick and Vacation Leave – Employees entitled to military leave shall be paid for any accrued vacation leave as they may be entitled if they were separating from City service. Employees returning to City duty under restoration shall have unused sick leave credits restored for their use.

(d) Military Reserve Training or National Guard Service --A regular employee who has completed the probationary period and who is a member of the National Guard or any reserve component of the United States Armed Forces, will be allowed leave of absence for official training or duty in accordance with State and Federal law. Compensation for this period of military leave shall be limited to a maximum of twelve (12) weeks and shall be computed on the basis of the difference between military base pay received and the amount designated as the straight weekly salary for the position of the employee. A copy of the military pay ~~voucher~~ leave and earnings statement shall be submitted prior to authorization for payment to the employee for the period of leave. Such military training leave shall not be deducted from vacation time.

(e) Military Reserve or National Guard members who have completed probation will be awarded one hundred and twenty (120) hours of paid Military Training leave each calendar year to be used for routine training drills and sessions. Military Training Leave will be paid at the member's normal compensation rate to include longevity pay and certification pay. Military Training Leave will be paid in the pay period for which it is used. This leave will not compound, and unused hours will not roll over at the end of the calendar year.

(fe) Federal Pre-emption—Applicable Federal laws under 38 U.S.C.A. §§2021, 2024 shall pre-empt and control in the event of any conflict between those laws and these policies

New article to be added to OTHER LEAVE

USAR LEAVE

15.18 Members who have completed probation and are members in good standing with the State of Vermont's Urban Search and Rescue (USAR) Team will be awarded ninety-six (96) hours of paid USAR leave each calendar year to be used for either in-state or out-of-state deployments. USAR leave will be paid at the member's normal compensation rate to include longevity pay and certification pay. USAR leave will be paid in the pay period for which it is used. USAR leave will not compound, and unused hours will not roll over at the end of the calendar year. USAR leave will not be used to attend regularly scheduled trainings.

ARTICLE XVI – EMPLOYEE BENEFITS

16.3 The City is currently self-insured for health insurance with a third-party administrator that handles review and payment of claims, in accordance with the current plan design. ~~with benefits as described in the materials attached as APPENDIX C, with the new prescription changes effective as soon after January 1, 2019, as they can be implemented expected date May 1, 2019.~~

The City may alter the ~~sponsorship~~ carrier of the health care plan as the benefits and employee contributions are substantially equivalent to those outlined ~~in this section and APPENDIX C on the City web page.~~

APPENDIX C

16.4 Eligible employees shall contribute a set percentage of the total cost of ~~the City's Health Fund Budget (Fund 150) ("the total cost of healthcare benefits")~~ their selected health insurance plan by withholding of a percentage of their wages, said contribution to be made on a pre-tax basis, based on the following schedule:

For the time period inclusive of July 1, 2025 through December 31, 2025:

20% of the total cost of healthcare benefits, based on the existing practice of a flat percentage of employee wages, except that the individual employee contribution will be no more than 6.5% of each employee's wages.

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

Effective January 1, 2026:

Employees shall contribute 20% of the total cost of selected healthcare benefit tier provided that the individual employee contribution shall not exceed 6.5% of the employee's wages. Employee's 20% contribution for the healthcare benefit costs shall be based on the applicable total premium tier for each employee. Premium rates shall be calculated annually by the City's benefit plan advisor based on plan renewal information and updated accordingly each fiscal year.

Effective January 1, 2026, the total premium per employee shall be as follows:

Single coverage: \$949.03/month

Single + 1 coverage: \$1,803.16/month

Family coverage: \$2,657.29/month

These rates may change for FY27 and FY28 as advised by the City's benefit plan advisor based on plan renewal information.

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

16.4 A Joint-Labor Management Healthcare Committee shall be formed and maintained. The Labor Management Healthcare Committee shall meet at a minimum, quarterly to review the financial state of City provided health, vision and dental insurance plans as well as to review, an influence, potential changes to plan coverage to ensure continuity, financial viability, and comparability of coverage. Members of this committee shall be provided necessary financial documents prior to each meeting to

include an updated disruption report, prescription formularies, plan expenses and costs. Each year, members of this committee will also be given a copy of the Annual Comprehensive Financial Report for the health insurance, vision and dental insurance plans.

The following articles, 16.4 through 16.19, will be re-numbered due to the insertion of the above 16.4 new article

16.4 Eligible employees shall contribute a set percentage of the total cost of ~~the City's Health Fund Budget (Fund 150) ("the total cost of healthcare benefits")~~ their selected health insurance plan by withholding of a percentage of their wages, said contribution to be made on a pre-tax basis, based on the following schedule:

~~20% of the total cost of healthcare benefits, except that the individual employee contribution will be no more than 6.5% of each employee's wages.~~

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

Employees shall contribute 20% of the total cost of selected healthcare benefit tier provided that the individual employee contribution shall not exceed 6.5% of the employee's wages. Employee's 20% contribution for the healthcare benefit costs shall be based on the applicable total premium tier for each employee. Premium rates shall be calculated annually by the City's benefit plan advisor based on plan renewal information and updated accordingly each fiscal year.

For FY26, effective July 1, 2025:

Single coverage: \$949.03/month

Single + 1 coverage: \$1,803.16/month

Family coverage: \$2,657.29/month

These rates will change for FY27 as advised based on plan renewal information.

16.8 which will now read as 16.9 in the CBA

16.~~89~~ An employee who has available from another source basic medical, hospitalization, surgical insurance and major medical coverage shall have the option of dropping coverage under the City's health insurance program and receiving in lieu thereof a cash payment in the amount of ~~eight hundred one thousand dollars~~ (\$~~81,000.00~~). ~~To receive the cash payment, an employee must not be receiving health insurance coverage through the City of Burlington.~~ An employee exercising this option must furnish to the City proof of alternative adequate health insurance coverage. This election must be made by the employee annually on a form to be provided by the City. ~~The form will contain a disclosure warning the employee of the risks of dropping the City's health insurance program in favor of the cash-out option.~~ If the employee has a spouse covered under the City's health insurance program, the employee may not elect this cash-out option unless the employee's spouse signs and delivers to the City a written consent thereto. If the employee is under a legal obligation to provide health insurance through the program for the benefit of children or a former spouse pursuant to a court order or otherwise, the employee may not elect this cash-out option without the consent of the court, former spouse and/or guardian of the children. The City will make available to all bargaining unit employees an individual knowledgeable about health insurance benefits to counsel and advise those employees interested in electing this cash-out option. Any employee who has elected this cash-out option may cancel the employee's election if the alternative coverage from the other source should become unavailable to that employee at any time. The cash payment called for under this option shall be payable by the City to the employee in ~~monthly-weekly~~ installments.

DENTAL INSURANCE

16.10 which will now read as 16.11 in the CBA

16.10 City shall provide dental coverage for all employees as part of its health coverage. New employees become eligible on the first of the month following their date of hire. ~~a minimum of thirty (30) days of continuous employment.~~

16.11 which will now read as 16.12 in the CBA

16.~~11~~¹² The benefits shall be provided through a self-insured plan or under a group insurance policy or policies by an insurance company or insurance companies selected by the City, with benefits substantially equivalent to those outlined on the City Human Resources web page. ~~the same as those in APPENDIX C.~~

16.12 which will now read as 16.13 in the CBA

16.1~~32~~ The City shall keep in effect a Retirement Ordinance throughout the duration of this Agreement. The benefit levels provided therein shall remain unchanged from those that existed on June 30, 1991, except as follows:

1. Employees shall contribute to the Burlington Employees Retirement System (BERS) a percentage of their annual salary. The total Class A contribution required from both the City (the Actuarially Determined Employers Contribution (ADEC)) and the employee will be based on the annual system valuation prepared by the City's actuaries.

All Class A City employees as defined by Burlington City Ordinance Chapter 24 shall contribute 30% (and the City 70%) of the total required Class A contribution.

Per employee cost of the total 30% Class A employee share shall be calculated based on each employee's individual wages. Notwithstanding, the individual employee contribution will be no more than 14% of an employee's wages.

The City's 70% share shall be prorated across departments employing Class A members (e.g., Fire and Police) based on the total wages of Class A employees in each department to ensure that 100% contributions are made regardless of the cap on individual employee contributions.

ARTICLE XVI – EMPLOYEE BENEFITS

(new) 16.20 Deferred Retirement Options Plan (DROP)

Members who attain 25 years of credited service with the City of Burlington and are eligible to otherwise retire may elect to enroll in the City of Burlington's Deferred Retirement Option Plan (DROP). The purpose of the DROP is to ensure that trained and experienced members of the Department are afforded the chance to continue serving the City and the BFD while ensuring financial stability upon normal retirement.

Eligibility and Entering the DROP:

To be eligible for participation in the DROP, a member must have 25 years of credited service with the City of Burlington and be otherwise eligible to retire in accordance with their pension plan. The DROP cannot supersede any other negotiated and agreed upon mandatory retirement ages.

At least thirty days prior to entering the DROP, a member must, in writing, request to enter the DROP and state how many additional years they intend to continue to work for the City, which shall not be longer than seven years. The member will be expected to work the stated number of years, except in the event of a significant life change such as a career ending disability or other circumstances outside of the member's control.

Contributions:

While in the DROP, the member will no longer make weekly contributions to the Burlington Employees Retirement System (BERS) pension fund. Their calculated monthly pension payment will remain frozen in the BERS pension fund, earmarked for the member upon their separation with the City at the conclusion of their participation in the DROP.

Rate of Return:

The agreed upon annual rate of return for contributions made to the DROP account will be 40% of the Assumed Rate of Return as calculated by the BERS Pension Board.

Other Benefits:

Enrollment in the DROP will not affect any other benefits afforded under this CBA and the member will continue to pay premium contributions as outlined in this CBA.

Separation from the City:

Upon reaching the end of the stated years committed in the initial DROP request, members will separate from the city and officially retire, collecting all contractually agreed upon retirement benefits and pension payments. At the time of separation, the full amount of DROP contributions and interest earned will no longer be frozen in the BERS pension fund and will be either directly rolled over to a qualified retirement account or dispersed in a manner agreed upon by the member and the City not to exceed the length of time the member was in the DROP.

If the member leaves employment prior to completing the stated number of years for reasons outside of the member's control, the member shall receive the full amount of DROP contributions and interest earned, which will be paid to the member within two (2) weeks of the separation date.

If the member voluntarily leaves employment prior to completed the stated number of years for reasons within the member's control, the member shall receive the full amount of DROP contributions but shall not receive any interest. The contributions will be paid to the member within two (2) weeks of the separation date.

19.8 to be removed from the CBA

~~19.8 — No employee shall be a member of or engage in fire suppression activities or provide emergency care services with any other paid or voluntary fire department or fire suppression agency. This will not prevent any employee from providing consulting and/or training services to other departments from time to time. Neither will this restrict the military reserve or National Guard service of any employee.~~

ARTICLE XX – UNIFORMS AND EQUIPMENT

(New to the CBA)

20.7 Global Position System Utilization

1. The City may use Automatic Vehicle Location, telematics, and Global Position System (GPS) and any evolution of these technologies for operational and programmatic purposes on certain City vehicles.

2. Monitoring of employees will be limited to legitimate operational/business purposes.

3. City will provide notice to affected employees of automatic vehicle location systems in their City vehicles. Employees will acknowledge receipt of this notice in writing.

4. The City will provide forty-five (45) days' notice to BFFA of its intent to utilize any new technology, not identified above, that may impact terms and conditions of employment. BFFA may, during this forty-five (45) day period, request to engage in bargaining over the impact of the City's decision.

Management may not proactively monitor the GPS locations of employees for disciplinary purposes.

Remove MEMORANDUM OF UNDERSTANDING – PENSIONS – DROP, section 16.20 was created

ARTICLE XXIII – EMPLOYEE DUTIES

23.2 Not more than ~~twelve (12)~~ six (6) employees shall at any one time be assigned Air Pack Maintenance Technician duties. These employees will be responsible for maintaining Air Pack systems in good working order, in addition to their regular duties. These employees shall be compensated with stipend pay of ~~\$25.00~~ \$50.00 per week, ~~retroactive to July 1, 2018.~~

Not more than two (2) employees shall at any one time be assigned Mechanic duties. These employees will be responsible for the routine maintenance and repairs of equipment in Fire Department vehicles and assuring that this equipment is kept in good working order, in addition to their regular duties. These employees shall be compensated with stipend pay of ~~\$40.00~~ \$50.00 per week, starting in the workweek following execution of this Agreement, Stipend pay shall not be counted in the determination of average final compensation for retirement or for any other purpose except as required by law.

Not more than one (1) employee shall, at any one time, be assigned Social Media Coordinator duties. This employee will be responsible for maintaining and promoting the Department's social media presence in accordance with the published job description, utilizing Department devices. This employee shall be compensated with stipend pay of \$90.00 per week, starting in the workweek following execution of this Agreement. Stipend pay shall not be counted in the determination of average final compensation for retirement or for any other purpose, except as required by law

Not more than eight (8) employees shall, at any one time, be assigned to the Peer Support Team. These employees will be responsible for developing and maintaining the Peer Support Team and acting as the first line of contact for members facing mental health needs in accordance with published job description. These employees will not receive a weekly stipend but will be eligible to submit for up to a maximum of eight (8) hours a day of overtime when acting in their role as peer supporters or if on duty, and leave is required to fulfill this need, paid leave time will be awarded utilizing On Duty Administrative Leave 100-A. Compensation for this role shall not be counted in the determination of average final compensation for retirement or for any other purpose, except as required by law.

Appendix B

Existing New Employee Pay Chart:

642 Agreed upon change is to eliminate the Probation and Steps 1 through 15 annual salaries and move to
 643 Steps 1 through 16 annual salaries as outlined in the below chart.

	Wage Schedule New Staff		Wage Schedule New Staff		Wage Schedule New Staff
	FY 26 - 4% COLA		FY 27 - 7% COLA		FY 28 - 7% COLA
1	\$ 63,136.46	1	\$ 67,556.02	1	\$ 72,284.94
2	\$ 66,293.29	2	\$ 70,933.82	2	\$ 75,899.18
3	\$ 69,607.95	3	\$ 74,480.51	3	\$ 79,694.14
4	\$ 72,740.31	4	\$ 77,832.13	4	\$ 83,280.38
5	\$ 74,922.52	5	\$ 80,167.09	5	\$ 85,778.79
6	\$ 77,170.19	6	\$ 82,572.11	6	\$ 88,352.15
7	\$ 79,485.30	7	\$ 85,049.27	7	\$ 91,002.72
8	\$ 80,280.15	8	\$ 85,899.76	8	\$ 91,912.75
9	\$ 81,082.95	9	\$ 86,758.76	9	\$ 92,831.87
10	\$ 81,893.78	10	\$ 87,626.35	10	\$ 93,760.19
11	\$ 82,712.72	11	\$ 88,502.61	11	\$ 94,697.79
12	\$ 83,539.85	12	\$ 89,387.64	12	\$ 95,644.77
13	\$ 84,375.25	13	\$ 90,281.51	13	\$ 96,601.22
14	\$ 85,219.00	14	\$ 91,184.33	14	\$ 97,567.23
15	\$ 86,071.19	15	\$ 92,096.17	15	\$ 98,542.90
16	\$ 88,369.29	16	\$ 94,555.14	16	\$ 101,174.00

644

645 APPENDIX C – WILL replace SUMMARY OF HEALTHCARE BENEFITS with Lateral Hiring Program

646 **APPENDIX C –**

647 In recognition of the prior experience of eligible employees employed before the effective date of the
 648 Lateral Hiring Program as in Article 9.11e, the Parties agree that as of the effective date of this
 649 Agreement, the following employees have been moved to an appropriate step and been given credit
 650 toward the length of service ("LOS") component relative to promotional opportunity, according to the
 651 following bands or tiers of eligibility:

652 Band 1: 1-4 years prior experience Step Increase & LOS Credit: 1

653 Band 2: 5+ years of experience Step Increase & LOS Credit: 2

654 Memorialized are the step increases and service credits given to currently employed members who would
 655 have otherwise qualified for such a Lateral Hire Program:

656 1. Frank Rice, 4/1/2019 (1 Step Increase and 1 L.O.S. Credit)

657 2. Ben Shaw, 10/5/2020 (2 Step Increases and 2 L.O.S. Credits)

658 3. Jason S Smith, 10/5/2020 (1 Step Increase and 1 L.O.S. Credit)

659 4. Brian Bettencourt, 3/15/2021 (1 Step Increase and 1 L.O.S. Credit)

660 5. Robert Stratton, 3/15/2021 (1 Step Increase and 1 L.O.S. Credit)

- 661 6. Brett Sparks, 9/27/2021 (2 Step Increases and 2 L.O.S. Credits)
- 662 7. Ian McCormick, 4/4/2022 (1 Step Increase and 1 L.O.S. Credit)
- 663 8. Alec Johnson, 12/12/2022 (1 Step Increase and 1 L.O.S. Credit)
- 664 9. Randy Marshall, 5/28/2024 (1 Step Increase and 1 L.O.S. Credit)

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Final
MEMORANDUM OF AGREEMENT

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

ARTICLE IX – PROMOTIONS, TRANSFERS AND EDUCATIONAL OPPORTUNITIES

9.4 Lieutenant. For the rank of Lieutenant, to be eligible to take the examination, an applicant must have completed seven (7) consecutive years of service or the equivalent based on length of service credit and must have ~~obtained~~ served in the rank of senior firefighter with the Burlington Fire Department for at least one (1) year prior to November 1 of the year in which the examination is taken. Examinations will normally be given on even years in each biennial during the month of November.

9.11 Filling of Vacancies and Transfers

d. Upon execution of this agreement, ~~three- two~~ employees will be assigned to each ambulance per shift. ~~for the purpose of staffing an ambulance rotation.~~

9.11e

e. ~~“Notwithstanding any inconsistencies of provisions of the CBA, including those in Articles 9.3, 9.4, 9.5, and 10.3, both the City and Union agree to the following Lateral Hire Program. For all employees hired on or after July 1, 2025 with previous eligible firefighting experience, the following provisions shall apply:~~

1. ~~Lateral Candidates for open firefighter positions shall be eligible to have their prior firefighter-EMT service considered in determining their grade, title, and pay step upon hire, provided that the lateral transfer requirements are met. Such requirements shall be a minimum of one year of~~

fulltime career fire service experience and the possession of NREMT EMT certification. Lateral Candidates meeting or exceeding these requirements shall be eligible to have such service credit applied upon hire as outlined in items 2 and 3. The Chief Engineer shall make the final determination as to whether any Lateral Candidate's prior experience meets the lateral transfer requirements and shall not to be subject to appeal or CBA grievance process.

2. Lateral Candidates shall have their prior full-time firefighter-EMT experience assessed by a ratio of one year of service credit for every full year of prior firefighter-EMT experience, up to a maximum of six years of service credit upon entry. This formula will determine the Lateral Candidate's pay step upon entry to the according to the "New Employee Pay Scale" outlined in Appendix B of the CBA, as well as the employee's grade level and title according to Article 10.3 of the CBA. Thereafter, a Lateral Hire shall advance through the "New Employee Pay Scale" and grade level and title progression in accordance with Section 10.3. For example, a lateral candidate receiving credit for (1) full year will start on NEPS Step 2, while a lateral candidate receiving the maximum service credit of (6) years will start at NEPS Step 7.
3. A Lateral Hire shall be eligible to have their prior firefighter-EMT experience considered towards the service credit necessary for promotion pursuant to Article 9. The prior firefighter-EMT experience will be assessed by a ratio of one year of service credit for every two full years of prior fulltime firefighter-EMT experience, up to a maximum of 3 years of service credit upon the review and approval of the Chief Engineer.
4. Prior firefighter-EMT experience upon hire shall not be applied in consideration towards calculation of seniority; accrual of vacation, sick, or any other earned leave time; service credit towards the City's pension system; or any other provision of the CBA or the City's Comprehensive Personnel Policy Manual. Such credit for such items shall be calculated from the employee's date of hire.

9.14 – additional language to existing article

In the case of non-mandatory training programs, employees will be compensated only for the actual hours in class. Additionally, for courses that result in certification (~~AEMT, Fire Officer~~) (with the exception for AEMT), employee will not receive compensation for hours in class until certification is obtained. For employees attending the AEMT course, if the employee is unsuccessful in obtaining their certification

and, as a result, their employment with the department is terminated, the Department shall be allowed to recoup overtime compensation the employee received through unused benefits (holiday, vacation, sick leave) of the employee.

ARTICLE X – RATES OF PAY

10.2 Covered employees who are on the City Fire Department payroll as of the date of execution of this Agreement shall receive the following increases to their base pay, as shown on Appendix B:

Annual cost of living adjustments (COLAs):

Retroactive to July 1, 202 5 <u>2</u> for FY2 6 <u>3</u>	4% <u>10%</u>
Effective July 1, 202 6 <u>3</u> for FY2 7 <u>4</u>	7% <u>5.75%</u>
Effective July 1, 202 7 <u>4</u> for FY2 8 <u>5</u>	7% <u>3.75%</u>

Full article not written – capturing change to final paragraph of 10.4

10.4 Wages paid pursuant to APPENDIX B shall include compensation for EMT certification, and will be considered earnings for purposes of determining average final compensation for retirement. The four (4%) percent incentive paid for AEMT certification ~~will not~~ shall be considered earnings for purposes of determining average final compensation for retirement.

10.5 Employees who maintain paramedic certification shall be compensated above their wages on APPENDIX B by an amount equal to six (6%) percent in addition to the AEMT pay, with such incentive paid on a weekly basis. Paramedic certification shall be voluntary, and the six (6%) percent paramedic pay will not be considered earnings for purposes of determining average final compensation for retirement.

Upon ratification of this CBA, labor and management will meet to develop a preceptor program to better facilitate training. When acting in a precepting capacity, a member will be paid on the following schedule.

0 to 12 hours - \$50

12+ to 24 hours - \$100

24+ to 36 hours - \$150

36+ to 48 hours - \$200

Outside students will be allowed to ride with a BFD preceptor from the hours of 8:00am to 4:00pm on Monday through Friday, not to include holidays. This program will be in effect no later than December 31, 2025. The preceptor program will be evaluated by both sides six months after implementation and, again, after one year.

10.5a Annual Retention Bonus

The parties will agree on an appropriate distribution system of annual retention bonuses based on tenure, in a total dollar amount of \$112,000 covering 84 members.

APPENDIX E

Retention Bonuses, as laid out in section 10.5a, will be paid out in accordance with the following chart, on the anniversary of an employee's respective employment with the City of Burlington, so long as they are still a covered employee under the Collective Bargaining Agreement between the City and the Union at the time of their anniversary date:

Years of Service	Retention Bonus Pay
22 Years or Greater	\$2,500
21 Years	\$10,000
18 Years	\$8,000
15 Years	\$7,000
12 Years	\$6,000
9 Years	\$5,000
6 Years	\$4,000
3 Years	\$3,000

The retention bonus payments made pursuant to this Agreement shall be added to eligible employee's next regular paycheck as reasonably practicable after the anniversary date of their employment with the City.

With the exception of the "22 years or greater tier", each retention bonus payout will be paid only on the respective milestone anniversary date. The intervening years between each milestone anniversary, before 22 years, do not qualify for any retention bonus payout. Starting at 22 years of service, annually thereafter, a covered employee shall be eligible for a \$2,500 retention bonus payout.

The retention bonus payments shall be subject to all necessary taxes and withholdings as determined by the City. Such sums are understood to be a gross amount and the Union understands and agrees that actual amounts remitted to eligible employees will be on a net basis.

ARTICLE XI – HOURS OF WORK

11.2 The BFD has fully switched over to the forty-eight/ninety-six (48/96) schedule. The Work Cycle will consist of continuous cycles of ~~twenty-one (21)~~ **twenty-eight (28)** consecutive days. Employees will work ~~scheduled one hundred sixty-eight (168) hours during each twenty-one (21) day cycle on a schedule~~ providing ~~twenty-four (24)~~ **forty-eight (48)** consecutive hours of work followed by ~~forty-eight (48)~~ **ninety-six (96)** consecutive hours off. The workday shall be a ~~twenty-four (24)~~ **forty-eight (48)** hour period beginning at 7:30 a.m. ~~each day~~ **on the first day of the shift**. The Department will be responsible for all record keeping with respect to cycle hours/pay.

It is understood that this schedule is not equally divided amongst work cycles and will instead result in cycles where both two hundred and sixteen (216) hours and two hundred and forty (240) hours are scheduled throughout the year. Cycle pay is defined as the wages paid to a member for hours worked in excess of two hundred and twelve (212) in the twenty-eight (28) day cycle. Said wages will be paid at a rate of one and one half times the employee's regular wage, including the use of personal leave or vacation leave during the twenty-eight (28) day cycle in lieu of actually working scheduled hours. All other types of leave will be paid at an employee's regular hourly wage.

ARTICLE XI – HOURS OF WORK

11.4a Shift to Shift Transfer Time Allocation

1. **Voluntary Transfers:** To facilitate the transition, employees who voluntarily transfer to a new position or location will be granted one (1) transfer day, consisting of twenty-four (24) consecutive hours.

2. **Mandated Transfers:** Employees who are required to transfer due to an employee mandate will be granted two (2) transfer shifts, totaling forty-eight (48) consecutive hours, to complete the transition.

3. **Scheduling:** The transfer period shall commence at a time mutually agreed upon between the employee and the employer, ensuring minimal disruption to operations while allowing adequate time for relocation and adjustment.

4. **Compensation and Leave:** Transfer days are considered paid time and are not deducted from the employee's accrued leave balances.

ARTICLE XI – HOURS OF WORK

11.6 An employee called into work outside of a regularly scheduled shift shall be paid at time and one-half the employee's regular rate, for a period of not less than the following minimums:

<u>Emergencies</u>	<u>Hours</u>
Respond to emergencies (i.e. 2 nd alarm fires)	4 hours
Testify in Court or legal proceedings	2 hours

(except employee's own disciplinary proceedings) or for other purposes. For this purpose, an employee shall be considered to have testified if the employee arrives at the place of testimony at the time of a scheduled appearance, or, in the event that an employee receives less than two (2) hours advance notice of the cancellation of a scheduled appearance.

Departmental committee meetings

No minimum

An employee who is held over after a shift shall be paid for a minimum of ~~one~~ one-half (1/2) hour.

11.7 All unscheduled overtime shall be distributed and rotated equally as far as is reasonably practicable among qualified employees first by voluntary canvass in order of seniority, starting where the last canvass stopped, but excluding from the canvass those who are not qualified to perform the duties needed, and proceeding until a volunteer is found or until the list is exhausted. The details of any such system shall be agreed upon by the union and the fire department administration. Any overtime hiring that occurs after shift change shall be filled with a member to fill the same position as the member who created the vacancy. For instance, if a firefighter creates a vacancy, a firefighter will be hired to fill the vacancy, and an officer shall be hired to fill a vacancy created by an officer. In the event a full canvass of the list fails to produce the needed personnel on any occasion, mandatory call-in shall be used in inverse seniority, but excluding any employees who are on authorized leave, swap, and/or approved training time, or who have already been ordered in on a mandatory call-in once during a rotation through the roster. Leave time, excluding training leave, is inclusive of the approved shift off as well as the two days prior and two days after said shift. If less than 24 but more than or equal to 12 hours of approved leave are being used, only the two days adjacent to the approved leave are protected. Leave time less than 12 hours does not count as protective leave time. **Members completing clinical ride time, and who are riding with a preceptor, will be ineligible to be ordered in for the hours of their scheduled ride time and the twelve (12) hours immediately following it. However, in the event of an emergency event requiring recall, including but not limited to a multiple alarm fire, mass casualty, or similar type of event, these members may be required to respond in a firefighting/EMT capacity. In such cases, their recall shall be limited to the duration necessary to effectively manage the incident.** The City shall maintain a log, open to the Union for

inspection at any time, showing the date and time of each members last date and time hired, the date and time they were hired for, and whether the overtime was voluntary or mandatory.

11.10 The Department agrees to maintain a minimum staffing level in operations of twenty-two (22) employees per shift. When staffing levels exceed twenty-two (22), the Department shall first assign such additional personnel to companies, where two (2) personnel are otherwise assigned. The City of Burlington and the Union agree to the tenets of safe staffing and are actively moving towards increasing the number of personnel assigned to each apparatus over the next three years.

- FY26 – no new firefighter positions will be created

- FY27 - Effective July 1, 2026 the Department shall create and hire two (2) new firefighter positions

- FY28 - Effective July 1, 2027 the Department shall create and hire two (2) new firefighter positions

For the purpose of this section, the term “employees” includes Battalion Chiefs and Deputy Chiefs (serving in the role of shift commander only), as well as any probationary employee who has successfully completed their basic training requirements. Such basic training requirement shall consist of those mutually agreed upon by the fire chief or designee and the union.

The Department shall ~~maintain create~~ the position of Cover Officer for all employees currently on the Lieutenant promotional list as of July 1, 2025. Once all employees on the promotional list as of July 1, 2025 have promoted or the lieutenant’s promotional list as of July 1, 2025 expires, the Cover Officer position shall be eliminated through attrition. Members promoted to the rank of Lieutenant, who are filling the cover officer role will retain their rank. Through attrition, the department will return to the practice of assigning (4) lieutenants per shift. upon execution of a new CBA and The Department shall assign one member to the cover officer position per shift. This shall be a floating Lieutenant position which will fill in as needed throughout the City. This position shall be included in the minimum staffing number above. Any vacancy in this position shall not trigger the requirements of Section 10.6 of this agreement.

~~11.12 Upon ratification of this Agreement, and if the BFFA indicates a desire to proceed by December 1, 2022, the parties agree to adopt a 48/96 schedule. Such trial period would begin with the start of the vacation schedule that is picked in January 2023. The parties will meet to work out the details of such plans, including potentially a change to the start of the shift time and the division of day and night tours. The parties will meet to evaluate the success of the new schedule every three months. The plan will be to continue the trial period for one year. But, after at least six months of the new schedule, either party has the right to end the 48/96 schedule by providing a good, business-related reason. If either party ends the 48/96 schedule, the parties will meet to determine the best time for the transition back to the terms in place prior to the trial period.~~

235

236

ARTICLE XII – HOLIDAYS

237 12.4 Employees who are eligible for holidays shall be compensated as follows:

238 a) For twelve (12) holidays per fiscal year, compensation shall, at the employee's option, be
 239 either an additional sum in the amount of one ~~fifth~~third (1/3) the employee's weekly rate (one-half for
 240 Christmas Day), or an additional day off. Holiday days elected as days off may be taken in twelve (12) hour
 241 segments.

242

243 12.5 An employee's name will be placed on a calendar requesting a day off for the use of holiday
 244 time, compensatory time, and one (1) day vacation time. This may be done up to ~~three (3) months~~ twelve
 245 (12) weeks in advance of the requested ~~day-shift~~. Up to four (4) weeks prior to the day, three (3)
 246 guaranteed slots shall be given to those signing up for vacations of one week or more rather than holiday
 247 time, compensatory time, or one (1) day vacation time. If no employee, or only one or two employees
 248 have signed up for vacation time, then the employee whose name is on the calendar for holiday time,
 249 compensatory time, or one (1) day vacation time shall be guaranteed the day. Under no circumstances
 250 shall more than three (3) employees per shift be granted leave for either vacation, holiday, or
 251 compensatory time, or one (1) day vacation time, with one (1) additional employee being eligible for one
 252 (1) day leave time only if minimum staffing levels can be maintained, at the commencement of the given
 253 shift, for a maximum total of four (4) employees per shift approved for leave. except that, beyond the
 254 three (3) slots, holiday time, compensatory time or one (1) day vacation time may be granted provided
 255 minimum manning is met at the commencement of the given shift, and provided further, that these
 256 Requests for ~~such single day leave~~ time off must be made not later than twelve (12) hours prior to the
 257 start of the shift. Members are permitted to submit for and be awarded consecutive days off on a "first
 258 come—first served" basis, utilizing their leave time.

259

260

ARTICLE XIV – SICK LEAVE

261

~~BONUS FOR NON-USE OF SICK LEAVE~~

262

263

264

~~14.4—Employees who use no sick leave in a quarter of a fiscal year and continue to use no
 sick leave in following quarters, shall be paid a bonus, which shall be calculated according to the
 following schedule:~~

265

~~1. —First full quarter of employment —\$50.00~~

266

~~2. —Next Quarter —\$75.00~~

~~3. Next Quarter \$100.00~~

~~4. Next Quarter \$125.00~~

~~5. Successive Quarters \$150.00~~

~~14.5 Use of sick leave in a quarter shall result in a reduction of the sick leave bonus for that quarter according to the following schedule:~~

~~1. One day of sick leave used in a quarter, quarterly bonus for that quarter decreases by \$25.00 from amount received in previous quarter;~~

~~2. Two days of sick leave used in a quarter, quarterly bonus for that quarter decreases by \$50.00 from amount received in previous quarter;~~

~~3. Three days of sick leave used in a quarter, quarterly bonus for that quarter decreases by \$75.00 from amount received in previous quarter;~~

~~4. More than three days of sick leave used in a quarter, quarterly bonus for that quarter is zero.~~

~~14.6 Employees who use sick leave and have their bonus reduced shall proceed each quarter through the schedule as set forth in paragraph 14.5. As an example, an employee who had progressed to the point of having received a \$100.00 bonus the previous quarter and who uses two days of sick leave in the current quarter shall be paid a bonus of \$50.00 for that quarter, and shall be eligible for a \$75.00 bonus the following quarter, etc. The use of not more than 2 hours of sick leave per quarter for doctor's appointments shall not count as non-work hours for purposes of eligibility for cycle pay for those otherwise eligible.~~

Wellness Bonus

Each employee (even those who do not receive their health benefits through the City and have accepted a cashout) will be eligible for up to \$400.00 per fiscal year as a wellness bonus. Wellness bonuses are available if an employee provides proof of participation through our medical providers web portal in the following wellness activities in the amounts stated:

i) Annual physical examination with primary care physician or physician's assistant--\$100.

ii) Annual or semi-annual dental examination (cleaning) with dentist or dental assistant--\$100.

iii) Completion of annual online risk assessment by the stated deadline--\$100.00. Deadline will be identified each year no less than three months after start of fiscal year.

iv) Participation in a list of approved wellness activities designated by Human Resources--\$50.00 each for up to total of \$100.00. For purpose of example only, these activities may include: proof

of health club or gym membership, proof of enrollment in a weight management program, proof of completion of a smoking cessation program, proof of completion of any of the preventative care screenings included in the City's health plan, such as mammogram, annual gynecological exam, colonoscopy, prostate exam, or proof of participation in any of the offerings included in the City's EAP program.

e. Proof of participation means a statement or receipt from a health care provider to the employee's insurance carrier for services provided or a receipt for payment to a wellness provider such as a health club or a sworn statement signed by a provider that the employee attended at least 80% of the sessions in a wellness program. Employees may be asked to submit the proof of participation to Human Resources; the City's medical administrator will provide a list of approved activities to the City's payroll department or provider on a monthly basis. Payment will be made to the employee at the next payroll following receipt of the administrator's list

Additionally, each fiscal year BFFA members will be eligible to receive additional wellness bonuses for completing a physical ability assessment, a physical fitness assessment, and a targeted behavioral health screening. The union and administration will meet and agree to determine the standard that members will need to meet to receive the bonus as well as how the assessments or screenings shall be administered and how proof will be recorded. Members shall be entitled to an additional \$200.00 dollars for each additional assessment or screening they complete. The assessments and screenings shall not be used to remove a member from duty, unless the member displays an imminent threat to the physical safety of self or others.

Payment will be made to the employee at the next payroll following receipt of the administrator's list.

ARTICLE XV – OTHER LEAVE

BEREAVEMENT LEAVE

15.6 The purpose of bereavement leave is to enable employees to take care of personal arrangements and problems caused by death of an immediate member of their family and to relieve them of the concern over loss of earnings on the regularly scheduled work days within 30 days, unless otherwise approved by the Fire Chief or their designee, following the death. If a death and/or funeral occurs during the employee's vacation, additional vacation days to make up for those used for bereavement leave will be granted.

15.7 Upon the death of an employee's spouse, domestic partner, or child, including an adoptive or step-child, the employee may request and the Chief will grant bereavement leave of up to ten (10) calendar days within 30 days, unless otherwise approved by the Fire Chief or their designee following such death without loss of pay.

15.8 Upon the death of an employee's parent, the employee may request and the Chief will grant bereavement leave of up to five (5) calendar days within 30 days, unless otherwise approved by the Fire Chief or their designee following such death without loss of pay.

15.9 Upon the death of an employee's stepmother, stepfather, foster mother, foster father, father-in-law, mother-in-law, grandmother, grandfather, sister, brother, ~~step-child~~ or other relative living in the same household, the employee may request and the Chief will grant bereavement leave of up to three (3) calendar days with 30 days, unless otherwise approved by the Fire Chief or their designee following such death without loss of pay.

15.10 Upon the death of an employee's aunt, uncle, cousin, brother-in-law, or sister-in-law, the employee may request and the Chief will grant bereavement leave of one (1) calendar day within 30 days, unless otherwise approved by the Fire Chief or their designee following such death without loss of pay.

15.11 An employee, in addition to the above-defined leave, may utilize vacation and/or sick leave to supplement bereavement leave with prior approval from the Chief or their designee.

~~15.13 An employee may elect to use accrued sick leave in an amount not to exceed seven (7) calendar days for paternity leave or adoption leave as a result of adoption of a child, or of spouse's miscarriage or childbirth. Notwithstanding paragraph 14.5, use of this paternity or adoption leave shall not affect the employee's rights, if any, under paragraph 14.4 to bonus for non-use of sick leave.~~

ARTICLE XV – OTHER LEAVE

MILITARY LEAVE –

15.15 Any regular employee who has completed the probationary period shall be entitled to military leave as herein provided:

(a) Military leave shall be due whenever an employee: initially enlists, is inducted, or is called to active duty in the Armed Services, Reserves, or National Guard; voluntarily enters active duty in the Reserves of National Guard; or, is ordered to or enters an initial period of active duty for training of not less than twelve consecutive weeks as a member of the Reserves of National Guard.

(b) Restoration – An employee is entitled to restoration to the employee's former position provided the employee: makes application for restoration to the City within ninety (90) days of completed service, or from service-connected hospitalization of a period of not more than one (1) year; shows certification of (satisfactory) military service, and is still qualified to perform the duties of the position. Restoration shall entitle the employee to former position or status within the City, or to such position of like seniority, status, and pay, unless the City's circumstances have so changed as to make it impossible or unreasonable to do so. The City is not required to create an unneeded position or to bump a current employee to restore another employee returning from military leave.

(c) Disposition of Sick and Vacation Leave – Employees entitled to military leave shall be paid for any accrued vacation leave as they may be entitled if they were separating from City service. Employees returning to City duty under restoration shall have unused sick leave credits restored for their use.

(d) Military Reserve Training or National Guard Service --A regular employee who has completed the probationary period and who is a member of the National Guard or any reserve component of the United States Armed Forces, will be allowed leave of absence for official training or duty in accordance with State and Federal law. Compensation for this period of military leave shall be limited to a maximum of twelve (12) weeks and shall be computed on the basis of the difference between military base pay received and the amount designated as the straight weekly salary for the position of the employee. A copy of the military pay ~~voucher~~ leave and earnings statement shall be submitted prior to authorization for payment to the employee for the period of leave. Such military training leave shall not be deducted from vacation time.

(e) Military Reserve or National Guard members who have completed probation will be awarded one hundred and twenty (120) hours of paid Military Training leave each calendar year to

be used for routine training drills and sessions. Military Training Leave will be paid at the member's normal compensation rate to include longevity pay and certification pay. Military Training Leave will be paid in the pay period for which it is used. This leave will not compound, and unused hours will not roll over at the end of the calendar year.

(fe) Federal Pre-emption—Applicable Federal laws under 38 U.S.C.A. §§2021, 2024 shall pre-empt and control in the event of any conflict between those laws and these policies

New article to be added to OTHER LEAVE

USAR LEAVE

15.18 Members who have completed probation and are members in good standing with the State of Vermont's Urban Search and Rescue (USAR) Team will be awarded ninety-six (96) hours of paid USAR leave each calendar year to be used for either in-state or out-of-state deployments. USAR leave will be paid at the member's normal compensation rate to include longevity pay and certification pay. USAR leave will be paid in the pay period for which it is used. USAR leave will not compound, and unused hours will not roll over at the end of the calendar year. USAR leave will not be used to attend regularly scheduled trainings.

ARTICLE XVI – EMPLOYEE BENEFITS

16.3 The City is currently self-insured for health insurance with a third-party administrator that handles review and payment of claims, in accordance with the current plan design. ~~with benefits as described in the materials attached as APPENDIX C, with the new prescription changes effective as soon after January 1, 2019, as they can be implemented expected date May 1, 2019.~~

The City may alter the ~~sponsorship~~ carrier of the health care plan as the benefits and employee contributions are substantially equivalent to those outlined ~~in this section and APPENDIX C~~ on the City web page.-

APPENDIX C

16.4 Eligible employees shall contribute a set percentage of the total cost of ~~the City's Health Fund Budget (Fund 150) ("the total cost of healthcare benefits")~~ their selected health insurance plan by withholding of a percentage of their wages, said contribution to be made on a pre-tax basis, based on the following schedule:

For the time period inclusive of July 1, 2025 through December 31, 2025:

20% of the total cost of healthcare benefits, based on the existing practice of a flat percentage of employee wages, except that the individual employee contribution will be no more than 6.5% of each employee's wages.

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

Effective January 1, 2026:

Employees shall contribute 20% of the total cost of selected healthcare benefit tier provided that the individual employee contribution shall not exceed 6.5% of the employee's wages. Employee's 20% contribution for the healthcare benefit costs shall be based on the applicable total premium tier for each employee. Premium rates shall be calculated annually by the City's benefit plan advisor based on plan renewal information and updated accordingly each fiscal year.

Effective January 1, 2026, the total premium per employee shall be as follows:

Single coverage: \$949.03/month

Single + 1 coverage: \$1,803.16/month

Family coverage: \$2,657.29/month

These rates may change for FY27 and FY28 as advised by the City's benefit plan advisor based on plan renewal information.

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

16.4 A Joint-Labor Management Healthcare Committee shall be formed and maintained. The Labor Management Healthcare Committee shall meet at a minimum, quarterly to review the financial state of City provided health, vision and dental insurance plans as well as to review, an influence, potential changes to plan coverage to ensure continuity, financial viability, and comparability of coverage.

Members of this committee shall be provided necessary financial documents prior to each meeting to include an updated disruption report, prescription formularies, plan expenses and costs. Each year, members of this committee will also be given a copy of the Annual Comprehensive Financial Report for the health insurance, vision and dental insurance plans.

The following articles, 16.4 through 16.19, will be re-numbered due to the insertion of the above 16.4 new article

16.8 which will now read as 16.9 in the CBA

16.~~8~~⁹ An employee who has available from another source basic medical, hospitalization, surgical insurance and major medical coverage shall have the option of dropping coverage under the City's health insurance program and receiving in lieu thereof a cash payment in the amount of ~~eight hundred one thousand dollars~~ (\$~~8~~¹,000.00). To receive the cash payment, an employee must not be receiving health insurance coverage through the City of Burlington. An employee exercising this option must furnish to the City proof of alternative adequate health insurance coverage. This election must be made by the employee annually on a form to be provided by the City. ~~The form will contain a disclosure warning the employee of the risks of dropping the City's health insurance program in favor of the cash-out option.~~ If the employee has a spouse covered under the City's health insurance program, the employee may not elect this cash-out option unless the employee's spouse signs and delivers to the City a written consent thereto. If the employee is under a legal obligation to provide health insurance through the program for the benefit of children or a former spouse pursuant to a court order or otherwise, the employee may not elect this cash-out option without the consent of the court, former spouse and/or guardian of the children. The City will make available to all bargaining unit employees an individual knowledgeable about health insurance benefits to counsel and advise those employees interested in electing this cash-out option. Any employee who has elected this cash-out option may cancel the employee's election if the alternative coverage from the other source should become unavailable to that employee at any time. The cash payment called for under this option shall be payable by the City to the employee in ~~monthly~~ weekly installments.

DENTAL INSURANCE

16.10 which will now read as 16.11 in the CBA

16.10 City shall provide dental coverage for all employees as part of its health coverage. New employees become eligible on the first of the month following their date of hire. ~~a minimum of thirty (30) days of continuous employment.~~

16.11 which will now read as 16.12 in the CBA

~~16.11~~ The benefits shall be provided through a self-insured plan or under a group insurance policy or policies by an insurance company or insurance companies selected by the City, with benefits substantially equivalent to those outlined on the City Human Resources web page. ~~the same as those in APPENDIX C.~~

16.12 which will now read as 16.13 in the CBA

~~16.12~~ The City shall keep in effect a Retirement Ordinance throughout the duration of this Agreement. The benefit levels provided therein shall remain unchanged from those that existed on June 30, 1991, except as follows:

1. Employees shall contribute to the Burlington Employees Retirement System (BERS) a percentage of their annual salary. The total Class A contribution required from both the City (the Actuarially Determined Employers Contribution (ADEC)) and the employee will be based on the annual system valuation prepared by the City's actuaries.

All Class A City employees as defined by Burlington City Ordinance Chapter 24 shall contribute 30% (and the City 70%) of the total required Class A contribution.

Per employee cost of the total 30% Class A employee share shall be calculated based on each employee's individual wages. Notwithstanding, the individual employee contribution will be no more than 14% of an employee's wages.

The City's 70% share shall be prorated across departments employing Class A members (e.g., Fire and Police) based on the total wages of Class A employees in each department to ensure that 100% contributions are made regardless of the cap on individual employee contributions.

ARTICLE XVI – EMPLOYEE BENEFITS

(new) 16.20 Deferred Retirement Options Plan (DROP)

Members who attain 25 years of credited service with the City of Burlington and are eligible to otherwise retire may elect to enroll in the City of Burlington's Deferred Retirement Option Plan (DROP). The purpose of the DROP is to ensure that trained and experienced members of the Department are afforded the chance to continue serving the City and the BFD while ensuring financial stability upon normal retirement.

Eligibility and Entering the DROP:

To be eligible for participation in the DROP, a member must have 25 years of credited service with the City of Burlington and be otherwise eligible to retire in accordance with their pension plan. The DROP cannot supersede any other negotiated and agreed upon mandatory retirement ages.

At least thirty days prior to entering the DROP, a member must, in writing, request to enter the DROP and state how many additional years they intend to continue to work for the City, which shall not be longer than seven years. The member will be expected to work the stated number of years, except in the event of a significant life change such as a career ending disability or other circumstances outside of the member's control.

Contributions:

While in the DROP, the member will no longer make weekly contributions to the Burlington Employees Retirement System (BERS) pension fund. Their calculated monthly pension payment will remain frozen in the BERS pension fund, earmarked for the member upon their separation with the City at the conclusion of their participation in the DROP.

Rate of Return:

The agreed upon annual rate of return for contributions made to the DROP account will be 40% of the Assumed Rate of Return as calculated by the BERS Pension Board.

Other Benefits:

Enrollment in the DROP will not affect any other benefits afforded under this CBA and the member will continue to pay premium contributions as outlined in this CBA.

Separation from the City:

Upon reaching the end of the stated years committed in the initial DROP request, members will separate from the city and officially retire, collecting all contractually agreed upon retirement benefits and pension payments. At the time of separation, the full amount of DROP contributions and interest earned will no longer be frozen in the BERS pension fund and will be either directly rolled over to a qualified retirement account or dispersed in a manner agreed upon by the member and the City not to exceed the length of time the member was in the DROP.

If the member leaves employment prior to completing the stated number of years for reasons outside of the member's control, the member shall receive the full amount of DROP contributions and interest earned, which will be paid to the member within two (2) weeks of the separation date.

If the member voluntarily leaves employment prior to completed the stated number of years for reasons within the member's control, the member shall receive the full amount of DROP contributions but shall not receive any interest. The contributions will be paid to the member within two (2) weeks of the separation date.

19.8 to be removed from the CBA

~~19.8 — No employee shall be a member of or engage in fire suppression activities or provide emergency care services with any other paid or voluntary fire department or fire suppression agency. This will not prevent any employee from providing consulting and/or training services to other departments from time to time. Neither will this restrict the military reserve or National Guard service of any employee.~~

ARTICLE XX – UNIFORMS AND EQUIPMENT

(New to the CBA)

20.7 Global Position System Utilization

1. The City may use Automatic Vehicle Location, telematics, and Global Position System (GPS) and any evolution of these technologies for operational and programmatic purposes on certain City vehicles.

2. Monitoring of employees will be limited to legitimate operational/business purposes.

3. City will provide notice to affected employees of automatic vehicle location systems in their City vehicles. Employees will acknowledge receipt of this notice in writing.

4. The City will provide forty-five (45) days' notice to BFFA of its intent to utilize any new technology, not identified above, that may impact terms and conditions of employment. BFFA may, during this forty-five (45) day period, request to engage in bargaining over the impact of the City's decision.

Management may not proactively monitor the GPS locations of employees for disciplinary purposes.

Remove MEMORANDUM OF UNDERSTANDING – PENSIONS – DROP, section 16.20 was created

ARTICLE XXIII – EMPLOYEE DUTIES

23.2 Not more than ~~twelve (12)~~ six (6) employees shall at any one time be assigned Air Pack Maintenance Technician duties. These employees will be responsible for maintaining Air Pack systems in good working order, in addition to their regular duties. These employees shall be compensated with stipend pay of ~~\$25.00~~ \$50.00 per week, ~~retroactive to July 1, 2018.~~

Not more than two (2) employees shall at any one time be assigned Mechanic duties. These employees will be responsible for the routine maintenance and repairs of equipment in Fire Department vehicles and assuring that this equipment is kept in good working order, in addition to their regular duties. These employees shall be compensated with stipend pay of ~~\$40.00~~ \$50.00 per week, starting in the workweek following execution of this Agreement, Stipend pay shall not be counted in the determination of average final compensation for retirement or for any other purpose except as required by law.

Not more than one (1) employee shall, at any one time, be assigned Social Media Coordinator duties. This employee will be responsible for maintaining and promoting the Department's social media presence in accordance with the published job description, utilizing Department devices. This employee shall be compensated with stipend pay of \$90.00 per week, starting in the workweek following execution of this Agreement. Stipend pay shall not be counted in the determination of average final compensation for retirement or for any other purpose, except as required by law

Not more than eight (8) employees shall, at any one time, be assigned to the Peer Support Team. These employees will be responsible for developing and maintaining the Peer Support Team and acting as the first line of contact for members facing mental health needs in accordance with published job description. These employees will not receive a weekly stipend but will be eligible to submit for up to a maximum of

eight (8) hours a day of overtime when acting in their role as peer supporters or if on duty, and leave is required to fulfill this need, paid leave time will be awarded utilizing On Duty Administrative Leave 100-A. Compensation for this role shall not be counted in the determination of average final compensation for retirement or for any other purpose, except as required by law.

Appendix B

Existing New Employee Pay Chart:

Agreed upon change is to eliminate the Probation and Steps 1 through 15 annual salaries and move to Steps 1 through 16 annual salaries as outlined in the below chart.

	Wage Schedule New Staff		Wage Schedule New Staff		Wage Schedule New Staff
	FY 26 - 4% COLA		FY 27 - 7% COLA		FY 28 - 7% COLA
1	\$ 63,136.46	1	\$ 67,556.02	1	\$ 72,284.94
2	\$ 66,293.29	2	\$ 70,933.82	2	\$ 75,899.18
3	\$ 69,607.95	3	\$ 74,480.51	3	\$ 79,694.14
4	\$ 72,740.31	4	\$ 77,832.13	4	\$ 83,280.38
5	\$ 74,922.52	5	\$ 80,167.09	5	\$ 85,778.79
6	\$ 77,170.19	6	\$ 82,572.11	6	\$ 88,352.15
7	\$ 79,485.30	7	\$ 85,049.27	7	\$ 91,002.72
8	\$ 80,280.15	8	\$ 85,899.76	8	\$ 91,912.75
9	\$ 81,082.95	9	\$ 86,758.76	9	\$ 92,831.87
10	\$ 81,893.78	10	\$ 87,626.35	10	\$ 93,760.19
11	\$ 82,712.72	11	\$ 88,502.61	11	\$ 94,697.79
12	\$ 83,539.85	12	\$ 89,387.64	12	\$ 95,644.77
13	\$ 84,375.25	13	\$ 90,281.51	13	\$ 96,601.22
14	\$ 85,219.00	14	\$ 91,184.33	14	\$ 97,567.23
15	\$ 86,071.19	15	\$ 92,096.17	15	\$ 98,542.90
16	\$ 88,369.29	16	\$ 94,555.14	16	\$ 101,174.00

APPENDIX C – WILL replace SUMMARY OF HEALTHCARE BENEFITS with Lateral Hiring Program

APPENDIX C –

In recognition of the prior experience of eligible employees employed before the effective date of the Lateral Hiring Program as in Article 9.11e, the Parties agree that as of the effective date of this Agreement, the following employees have been moved to an appropriate step and been given credit toward the length of service ("LOS") component relative to promotional opportunity, according to the following bands or tiers of eligibility:

Band 1: 1-4 years prior experience Step Increase & LOS Credit: 1

Band 2: 5+ years of experience Step Increase & LOS Credit: 2

Memorialized are the step increases and service credits given to currently employed members who would have otherwise qualified for such a Lateral Hire Program:

1. Frank Rice, 4/1/2019 (1 Step Increase and 1 L.O.S. Credit)
2. Ben Shaw, 10/5/2020 (2 Step Increases and 2 L.O.S. Credits)
3. Jason S Smith, 10/5/2020 (1 Step Increase and 1 L.O.S. Credit)
4. Brian Bettencourt, 3/15/2021 (1 Step Increase and 1 L.O.S. Credit)
5. Robert Stratton, 3/15/2021 (1 Step Increase and 1 L.O.S. Credit)
6. Brett Sparks, 9/27/2021 (2 Step Increases and 2 L.O.S. Credits)
7. Ian McCormick, 4/4/2022 (1 Step Increase and 1 L.O.S. Credit)
8. Alec Johnson, 12/12/2022 (1 Step Increase and 1 L.O.S. Credit)
9. Randy Marshall, 5/28/2024 (1 Step Increase and 1 L.O.S. Credit)

Resolution Relating to

RATIFICATION OF TENTATIVE AGREEMENT AND
AUTHORIZATION TO EXECUTE COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE CITY OF
BURLINGTON AND THE BURLINGTON FIREFIGHTERS’
ASSOCIATION (July 1, 2025 – June 30, 2028)

RESOLUTION 6.7 (mpw 6.4)

Sponsor(s): Bd. of Finance

Introduced: 09/29/25

Referred to: _____

Action: adopted

Date: 09/29/25

Signed by Mayor: 09/30/25

CITY OF BURLINGTON

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

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

1 That WHEREAS, the City and the Burlington Firefighters’ Association have been negotiating the terms
2 and conditions of a successor agreement to the Collective Bargaining Agreement that expired on June 30,
3 2025; and

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

6 WHEREAS, the Burlington Firefighters’ Association has ratified this Tentative Agreement on
7 September 4, 2025;

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

12
13 JB/Resolutions 2025/RATIFICATION OF TENTATIVE AGREEMENT AND AUTHORIZATION TO EXECUTE COLLECTIVE
14 BARGAINING AGREEMENT BETWEEN THE CITY OF BURLINGTON AND BFFA (July 1, 2025 – June 30, 2028)
15 09/26/2025

* * * * *

DISTRIBUTION:

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

HR

* * * * *

ORIGINAL

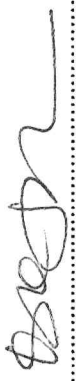
RESOLUTION RELATING TO

Ratification Of Tentative Agreement And Authorization To execute Collective Bargaining Agreement Between The City Of Burlington And The Burlington Firefighters' Association (July 1, 2025 - June 30, 2028)

.....

Adopted by the City Council

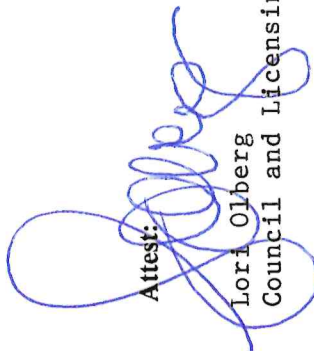
September 29....., 20 25.....

..... Clerk

Approved..... Sept 30 25....., 20.....

..... Mayor

Vol. Page

Attest:

Lori Olberg
Council and Licensing Coordinator



BURLINGTON FIRE DEPARTMENT

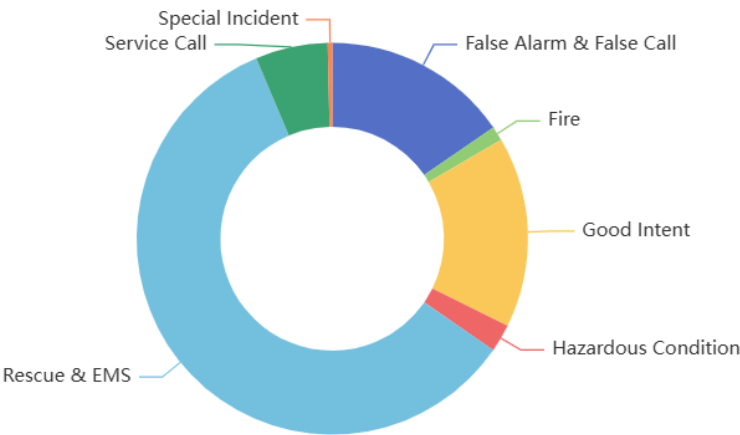
136 S. Winooski Avenue, Burlington, VT 05401
Phone: (802) 864-4554 Fax: (802) 865-5387

Chief’s Report to the Public Safety Committee: August Data Points
September 25,2025

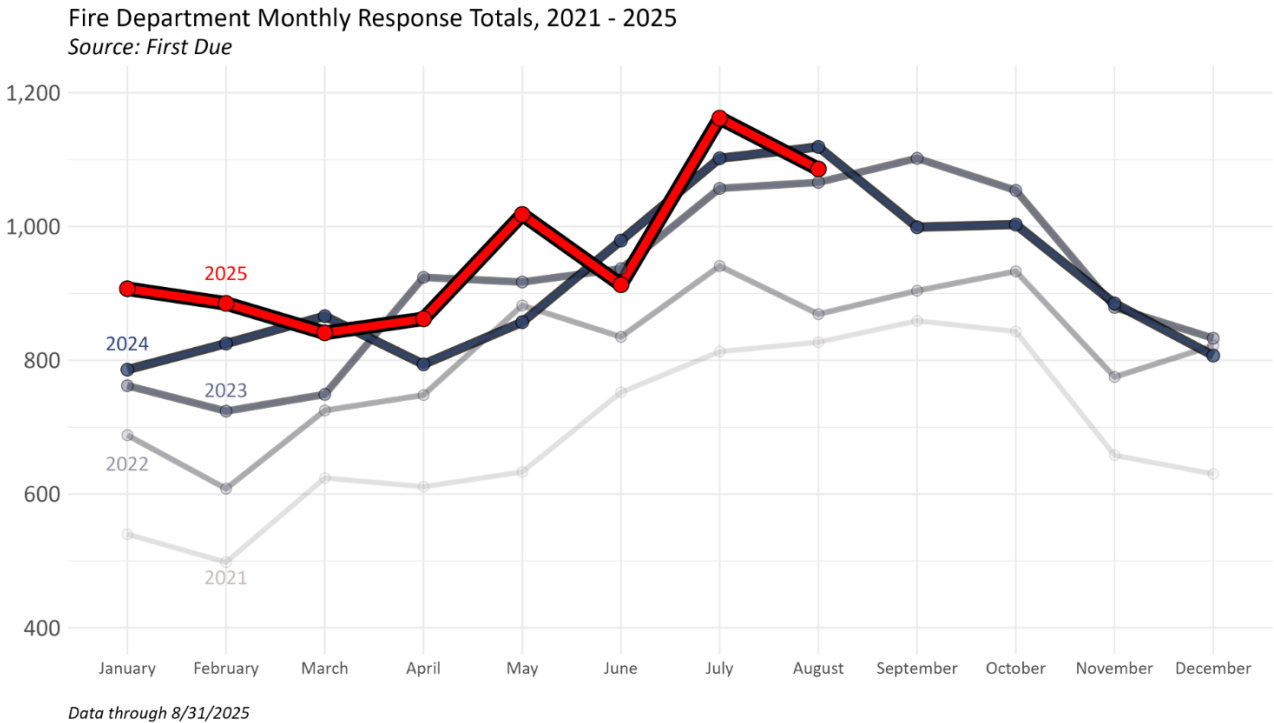
Call Volume & Activity Summary

Total Incidents for the month of August: 1,086
Total Incidents: 7,731 (As of 9/1/25)

- Fire Incidents: 180
- EMS: 641
- Hazmat: 25
- Service Call/Public Assist: 65



During the same period in 2024, we responded to 1,119 incidents, a 2.9% decrease from last year.





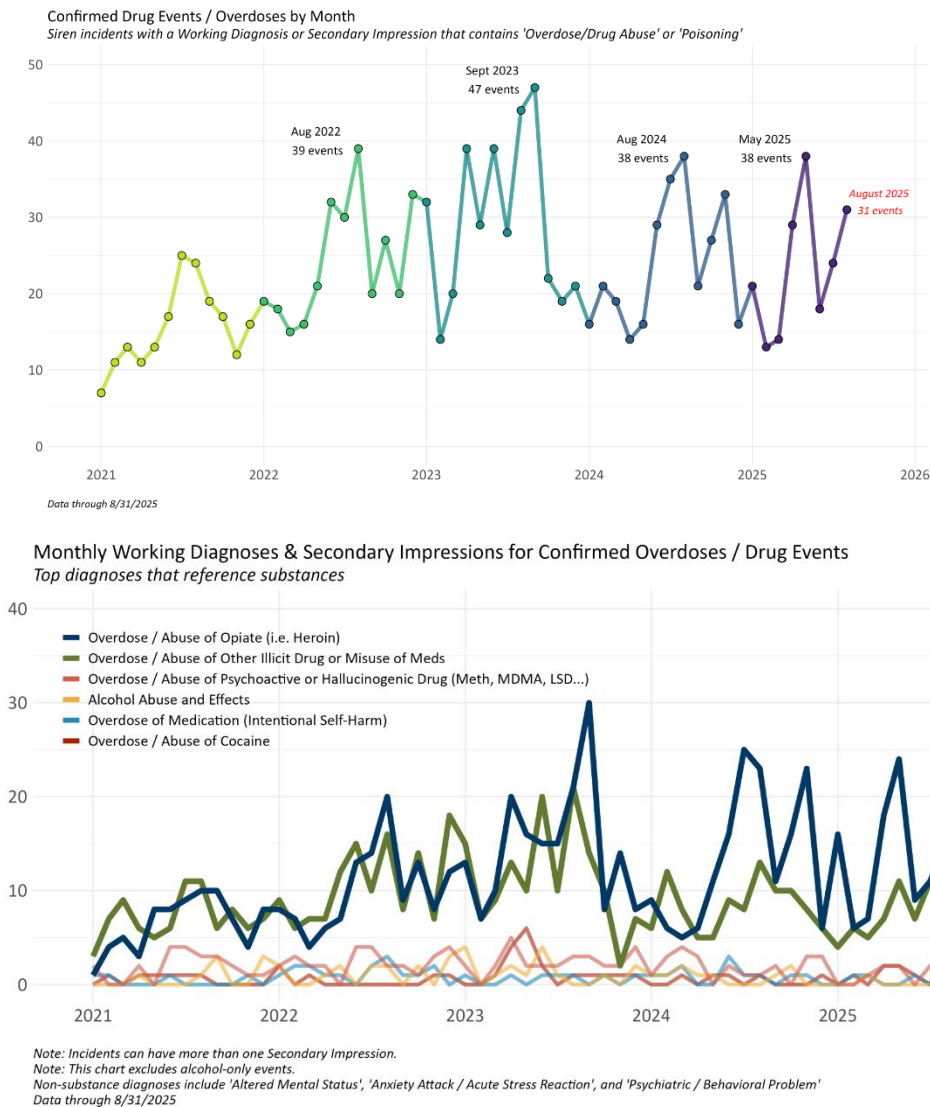
BURLINGTON FIRE DEPARTMENT

136 S. Winooski Avenue, Burlington, VT 05401

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EMS Data:

The following charts presents monthly data on EMS-confirmed overdose and drug-related incidents in our community from 2021 through August 31, 2025. It categorizes the top types of substances involved, based on working diagnoses and secondary impressions gathered in the field.



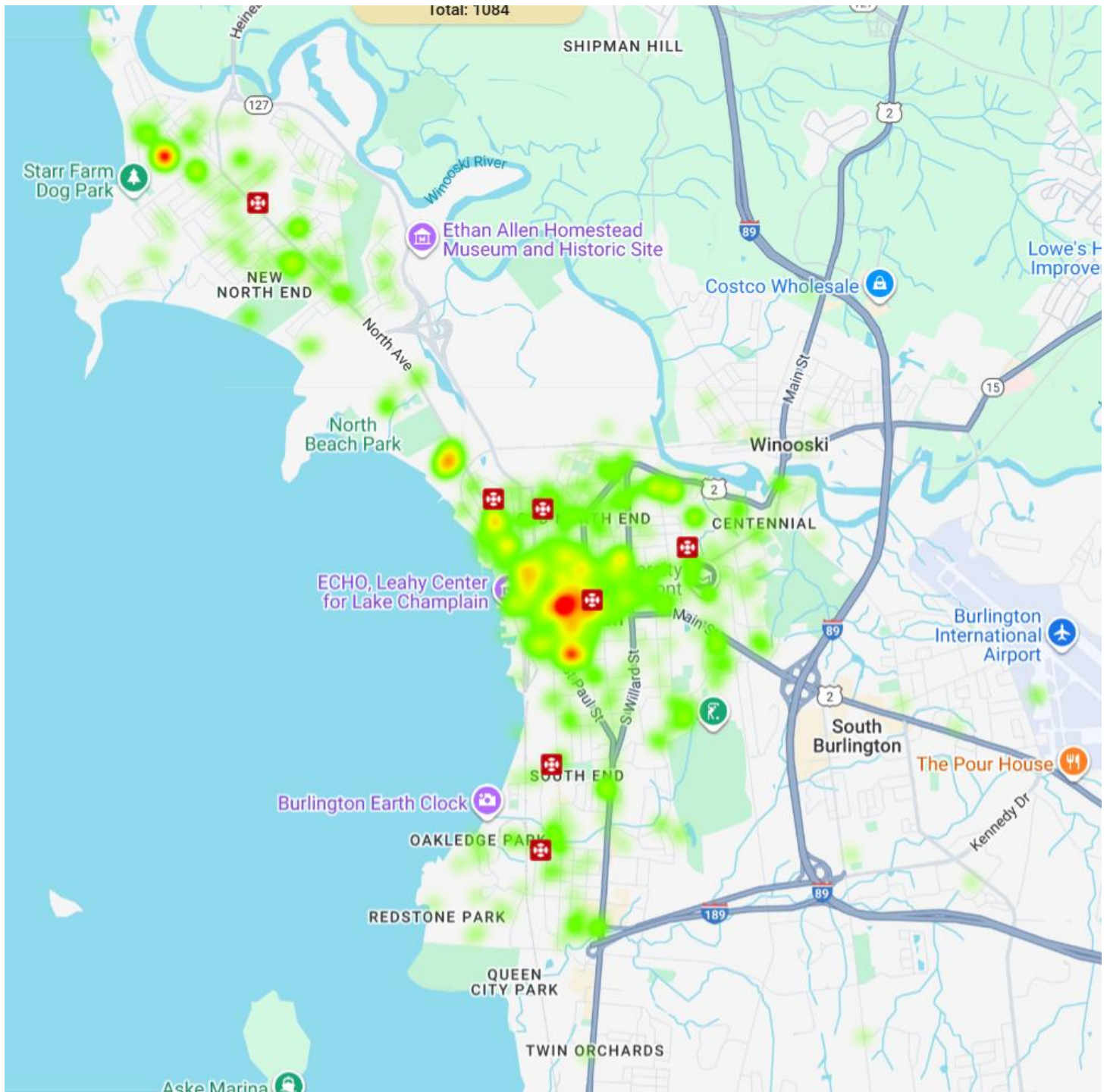
- Incidents involving opiate abuse (e.g., heroin, fentanyl) are consistently the highest among all substance types.
- The second most frequent category involves other non-opiate illicit drugs or misuse of medications. These are legal medications being used improperly (e.g., anti-anxiety meds, sleep aids, ADHD stimulants)



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CRT Data for August 2025:

Staffed 5 days for the month of August

Total Contacts	Narcan Kits	Wound Care Kits	Comfort Care Kit	Referrals
28	1	1	4	0

Personnel & Staffing

Total Department Staff: Uniformed Members **88** / Authorized **95**

- Minimum Daily Staffing: **22**
- Vacancies: **8**
- Injuries/LOA/FMLA: **4**

Overtime Type	2025 Hours	2024 Hours	% + -
Minimum Staffing	672.75	602.5	+11.6
Mandatory	245.75	62	+296.3
CRT	176.5	37.5	+370.6
Emergency	37.5	19.75	+89.8
Extra Duty Events	39	64.5	-39.5

Community Engagement

- 8/12 UVM RA Orientation
- 8/18 Station 2 Tour
- 8/19 Station 4 Tour
- 8/22 HO Wheeler Fire Safety Walk Through
- 8/25 City Place Walk Through
- 8/31 Station 2 Tour





BURLINGTON FIRE DEPARTMENT

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Social Media:

10:29

Professional dashboard

Home

Insights

Content

Engagement

Mon

Last 90 days

Jun 25 - Sep 22

530,502 Views

-12% from previous 90 days

Last 90 days

Previous 90 days

530K602K

7 Messaging conversations started

-72% from previous 90 days

14%1

86%6

PaidOrganic

5,294 Interactions

-48% from previous 90 days

Multi photo

1.7K

10:29

Professional dashboard

Home

Insights

Content

Engagement

Mon

Recognize your newest top fans

You have new top fans. Mentioning them to show appreciation can help engagement.

Insights

Last 28 days

126,785 Views

-39% from previous 28 days

40000

30000

20000

10000

0

Aug 28

Sep 02

Sep 06

Sep 11

Sep 16

Sep 20

19K ↑17%

Engagement

3 ↓-25%

Messaging conversa...

10

To

Engagement

Maybe you guys should get a boat or at least share one with the PD?

Gene · 2 wks

Page 341 of 341