



City Council

Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor

Join from PC, Mac, iPad, or Android:

<https://zoom.us/j/98821341468>

Phone one-tap:

+13052241968, 98821341468# US

Join via audio:

Webinar ID: 988 2134 1468

International numbers available: <https://zoom.us/u/ac3BoXSvPp>

****CCTV link: https://www.youtube.com/playlist?list=PLIjLFn4BZd2PwCge7INoKug676jIf_iUA ****

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	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 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

2. Public Forum: Time Certain: 6:05 pm **See above for signup instructions**

Subject	2.1. Verbal Comments
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	2. Public Forum: Time Certain: 6:05 pm **See above for signup instructions**
Department	Council and Board

Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

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

Subject	3.1. Verbal reports
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	3. Mayor - General City Affairs (up to 10 mins.)
Department	Council and Board
Type	Information

4. Consent Agenda

Subject	4.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural

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

Subject	4.2. Accountability List - DFA
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication Information

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

Subject	4.3. Explanation of Authority to Set Policy - City Attorney's Office
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	City Attorney

Type	Action (Consent) Communication
Recommended Action	waive the reading, accept the communication and place it on file
Subject	4.4. VT Center for Crime Victim Services "Victims of Crime Act" (VOCA) grant (Grant # 02160-VOCA23-4009608-2026 - CEDO/CJC)
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	to approve the acceptance of Grant # : 02160-VOCA23-4009608-2026 in the amount of \$140,164 for FY25 and to authorize CEDO Director Alnasrawi or her designee to sign the grant acceptance and to take such further actions and execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby, subject to review and approval by the City Attorney's Office, including acceptance of any additional amounts that may become available during the same fiscal year from the same source that do not require a local match or place new conditions on the City
Subject	4.5. Creation of a Limited-Service Position: Nature-Based Climate Solutions Field Coordinator - BPRW
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	to approve and authorize the creation of the Nature-Based Solutions Field Coordinator position within BPRW, a Limited Service, Full-time, AFSCME, Grade 15 position
Subject	4.6. Communication: Jennifer Monroe Zakaras to Celia Bird, re: Resignation from BOH
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication
Recommended Action	waive the reading, accept the communication, place it on file, advertise the vacancy in Seven Days and send a letter of appreciation thanking Jennifer Monroe-Zakaras for her time served as a member of the Board of Health
Subject	4.7. Communication: Michael Long, re: Financial Disclosure Resolution

Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	4.8. Communication: Peter MacAusland, re: Tuesday, October 21, 2025 is the International Day of Action on Big Biomass
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	4.9. Communication: Cathy Shivers, re: Downtown Burlington
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	4.10. Clerk Recommendation for Dog and Cat License Fees - DFA
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent)
Recommended Action	to approve the recommended fees for dog and cat licenses in Burlington
Subject	4.11. Authorization to Accept Shade Canopy for the Oakledge Park Fitness Station - BPRW

Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	to approve and authorize the acceptance of the shade canopy with a value of or about \$9,800, from the University of Vermont Cancer Center for the Oakledge Park Playground and to authorize Sophie Sauvé, Parks Planning Division Director and BPRW Co-Director, or designee, to execute all documents necessary to accept the gift, subject to the final review and approval as to form by the City Attorney's Office
Subject	4.12. EV Site License Agreement - BED
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Burlington Electric Department
Type	Action (Consent)
Recommended Action	to approve that the General Manager or their delegee may execute with one or more sites the generic EV site license agreement presented, with any specific site terms added as necessary and with review by the City Attorney's Office
Subject	4.13. Review of Burlington Board of Health Report on Syringe Litter and Community Development and Neighborhood Revitalization Committee Recommendations (CDNR) to the City Council
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Council and Board
Type	Action (Consent) Report Information
Recommended Action	waive the reading, accept the report and place it on file
Subject	4.14. FIO Documents
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Department of Finance and Administration

Type	Action (Consent) Communication Information
Recommended Action	for information only
Subject	4.15. Resolution: Authorization For Capital Public Improvement Infrastructure Bonds - March 4, 2025 Voter Authorization (Board of Finance)
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Resolution
Recommended Action	to waive the reading and to approve the attached resolution
Subject	4.16. Resolution: Authorization For Public Improvement Bonds For School District Capital Improvements - March 7, 2017 Voter Authorization (Board of Finance)(15 mins.)
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	4.17. Resolution: Authorization For School District Capital Improvement Bonds For Burlington High School - November 8, 2022 Voter Authorization (Board of Finance)
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	4.18. Resolution: FY2026 Municipal Planning Grant (Councilor Traverse)
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	4. Consent Agenda

Department	Department of Finance and Administration
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution as presented

5. Deliberative Agenda

Subject	5.1. Indoor Entertainment Permit Application (2025-2026): Partizanfilm, 230 College Street, Unit 13
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action
Recommended Action	approve the 2025-2026 Indoor Entertainment Permit Application for Partizanfilm, 230 College Street, Unit 13 with the following conditions: all City Permits need to be closed out and with all standard conditions

Subject	5.2. Special Event Indoor Entertainment Permit Application (two days only): Muddy Waters, 184 Main Street, November 1 - 2, 2025, 8 pm - 2 am, Live DJ event
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action
Recommended Action	approve the two-day only Special Event Indoor Entertainment Permit Application for Muddy Waters, 184 Main Street, November 1 - 2, 2025, 8 pm - 2 am, Live DJ event

Subject	5.3. Tobacco License Application (2025-2026): Catamount Tobacco and Convenience LLC, 75 Church Street
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action
Recommended Action	approve the 2025-2026 Tobacco License Application for Catamount Tobacco and Convenience LLC, 75 Church Street

Subject	5.4. Appointment: Winooski Valley Park District: Term expires 6/30/27
----------------	--

Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action
Recommended Action	
Subject	5.5. Request to execute a ground lease agreement with Beta Technologies - Airport (25 mins.)
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Deliberative Agenda
Department	Airport
Type	Action
Recommended Action	to authorize the Mayor of the City of Burlington to execute the lease with Beta Technologies at the Patrick Leahy Burlington International Airport, subject to final review and approval by the City Attorney's Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby
Subject	5.6. Residential Recycling Collection & RFPQ Process Update - DPW (25 mins.)
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Deliberative Agenda
Department	Public Works Department
Type	Action Information Report
Recommended Action	to accept the report and place it in the file
Subject	5.7. Resolution: March 3, 2026 Annual City Meeting -- Charter Change Re: General Fund Tax Fairness (Referral To Charter Change Committee)(Councilor Bergman)(15 mins.)
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Deliberative Agenda
Department	Council and Board
Type	Action Resolution

Recommended Action	waive the reading and adopt the resolution
Subject	5.8. Resolution: March 3, 2026 Annual City Meeting -- Charter Change Re: City Council Authority To Pledge Credit Of The City (Referral To Charter Change Committee)(Councilor Bergman)(15 mins.)
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	5. Deliberative Agenda
Department	Council and Board
Type	Action Resolution

Recommended Action waive the reading and adopt the resolution

6. Committee Reports

Subject	6.1. Verbal reports
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	6. Committee Reports
Department	Council and Board
Type	Information

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

Subject	7.1. Verbal reports
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	7. 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

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

Subject	8.1. Verbal reports
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	8. City Council President - Council Updates (up to 5 mins.)
Department	Council and Board
Type	Information

9. Adjournment

Subject	9.1. Motion to adjourn
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	9. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

10. Informational and Non-Discrimination Statements

Subject	10.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Council and Licensing Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.
Meeting	October 21, 2025 - Regular City Council Meeting - Tuesday, October 21, 2025, 6:00 PM, Contois Auditorium, 149 Church Street, 2nd Floor
Category	10. 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

10/21/2025

	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
12	9/29/2025	Ordinance: Raising The Mandatory Retirement Age For Class A Employees	referred to the Ordinance Committee	not-specified
13	9/29/2025	Ordinance: Parking Enforcement	referred to the Ordinance Committee	not-specified
14	10/6/2025	Resolution: Financial Disclosure For Local Elected Officials	referred to the Ordinance Committee	not-specified



To: City Council
From: Erik Ramakrishnan, Assistant City Attorney
CC: Emma Mulvaney-Stanak, Mayor
Katherine Schad, CAO
Date: October 21, 2025
RE: Explanation of Authority to Set Policy

This memo provides information regarding the various levels of authority to set policy and address internal management issues in the City.

The federal constitution sets the outer parameters under which the states and the three branches of the federal government must operate, and within the limits the federal constitution sets, each state is required to adopt its own constitution as a charter of its own government.

The next level of authority is the City Charter and other state statutes governing the City. Within the room allowed by the federal and state constitutions, the General Assembly's will is law with respect to the City's structure and authority.

Within the limits of its powers under the City Charter and other state laws, the City Council adopts ordinances, bylaws, administrative regulations, resolutions, and motions. Within its authority, only the City Council can adopt rules as respects the conduct of the public, unless the Charter or an ordinance delegate that power to another City official or body. Also, only the City Council can bind the City in contract, unless it delegates that authority (e.g., via the Purchasing Policy). However, rules governing the internal organization of the City may be made by the City's various executive officers, as outlined further below.

Below the Council are the various executive offices created by Charter, other state statutes, and the ordinances, bylaws, administrative regulations, resolutions, and motions of the City Council.

The Mayor is at the top of the organization and, subject to any of the sources of law set forth above, the Mayor can issue such policies, executive orders, and directives to City departments as they deem appropriate. Within the limits of their power, the Mayor's will is law as respects the internal management of the City.

As respects the internal management of the City, the Chief Administrative Officer (CAO) "shall, subject to the authority of the mayor as chief executive officer, have direct responsibility for those administrative, financial and record keeping responsibilities which are not assigned by this Charter to another city entity."¹ In other words, subject to the above sources of law, including any policy/directive/executive order of the Mayor, when it comes to the overall administration and financial management of the City, the CAO has the power to issue whatever policies they deem appropriate.

¹ Charter § 138.

Board of Finance and City Council Submission Checklist

Department: CEDO/CJC Submitter: Rachel Jolly

Title/Subject: VOCA Award Approval: Parallel Justice

	Approval:	Meeting Date:
☒	Board of Finance	10/6/2025
☒	City Council	10/21/2025
☐	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	10/1/2025	Kara Alnasrawi
Mayor's Office informed and approved memo	Yes	10/1/2025	Erin Jacobson
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	10/1/2025	Emmett Wood
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	10/1/2025	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	10/1/2025	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, Assistant Director, CJC

CC: Mayor Mulvaney-Stanak
Katherine Schad, Chief Administrative Officer
Kara Alnasrawi, CEDO Director

DATE: September 26, 2025

RE: VT Center for Crime Victim Services “Victims of Crime Act” (VOCA) grant (Grant # 02160-VOCA23-4009608-2026)

This is a request from the Burlington Community Justice Center (BCJC) for Board of Finance and City Council approval of its VOCA grant in the amount of \$140,164 to be expended between July 1, 2025 and June 30, 2026. The grant requires a match from the City of \$35,041. This is the same grant language, amount and required match received in FY25.

This funding supports 1.41 FTEs spread over four staff members toward the delivery of the Parallel Justice Program and a portion of victim services in restorative processes at the BCJC. Parallel Justice for Victims of Crime, a program of the BCJC for which we have received VOCA funding since 2006, is a unique, cost-saving, community-supported program which serves thousands of people each year who have experienced crime in Burlington through financial compensation, referrals for services and information sharing. It is primarily funded through VOCA funds.

The \$140,164 in revenue received from this grant and corresponding expenses are included in CEDO’s FY26 budget for the CJC. Match is covered through a combination of staff salary and benefits, a portion of the rent, and money for the Victim’s Fund.

Please see the attached grant for more information.

Board of Finance Motion: to approve and recommend that the City Council approve the acceptance of Grant # : 02160-VOCA23-4009608-2026 in the amount of \$140,164 for FY26 and to authorize CEDO Director Alnasrawi or her designee to sign the grant acceptance and to take such further actions and execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby, subject to review and approval by the City Attorney’s Office, including acceptance of any additional amounts that may become available during the same fiscal year from the same source that do not require a local match or place new conditions on the City.

City Council Motion: to approve the acceptance of Grant # : 02160-VOCA23-4009608-2026 in the amount of \$140,164 for FY25 and to authorize CEDO Director Alnasrawi or her designee to sign the grant acceptance and to take such further actions and execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby, subject to review and approval by the City Attorney's Office, including acceptance of any additional amounts that may become available during the same fiscal year from the same source that do not require a local match or place new conditions on the City.

STATE OF VERMONT GRANT AGREEMENT
Part 1-Grant Award Detail



SECTION I - GENERAL GRANT INFORMATION

1 DNI-YU IY 02160-VOCA23-4009608-2026		2 Original: Yes Amendment:	
3 DNI-YU CNIUSY VOCA Application 2026			
4 Amount Previously Awarded: \$0.00		5 Amount Awarded This Action: \$140,164.00	
6 Total Award Amount: \$140,164.00			
7 Award Start Date: 07/01/2025		8 Award End Date: 06/30/2026	
9 Subrecipient Award: YES NO			
10 Supplier ID #: 00004009608		11 Grantee Name: Burlington / CEDO / Community Justice Ctr	
12 Grantee Address: 149 CHURCH ST			
13 City: BURLINGTON		14 State: VT	
15 Zip Code: 05401-8429			
16 {U-I-S DNI-YU-Y3 !3SY0EY ±SYW2YU /SYUSW T2W /WYYS ±XOUAY {SWWOSä		17 .dzälySää !yNÜY 02160	
18 tSWT2WYI-YOS aSt-ädzWäY YES NO		Match: \$35,041.00	
H n LF UKlä I-ÖÜ2Y/lä I-Y/I-YSYRŸSYöZ úKS T2ft2öly3 lä I-YSYRŠRŸ			

SECTION II - SUBRECIPIENT AWARD INFORMATION

H M Grantee Identifier [UEI] FEP8BMECKAF8		H H Indirect Rate: N/A		23 CC !C !Y YES	
H n Grantee Fiscal Year: July 1- June 30				H p W 5Y No	
H c UEI Registered Name (if different than VISION Vendor Name in Box 11) Y City Of Burlington					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	27 Awarded Previously	28 Award This Action	29 Cumulative Award	30 Special & Other Fund Descriptions
General Fund (Provide Code List)	N/A	N/A	N/A	
Special Fund	N/A	N/A	N/A	
Global Commitment (non-subrecipient funds)	N/A	N/A	N/A	
Other State Funds	N/A	N/A	N/A	

FEDERAL FUNDS

(includes subrecipient Global commitment funds)

Required Federal Award Information

31 CFDA #	32 Program Title	33 Awarded Previously	34 Award	35 Cumulative Award	36 FAIN	Federal Award Amount n/a
16.575	VOCA 23	N/A	\$140,164.00	\$140,164.00	15POVC-23-GG-00476-ASSI	\$3,041,379.00

00 Federal Awarding Agency: US DOJ Office for Victims of Crime

n n CSRSU-t ! ö tWtR tWz:ŠÖÜ 5SäÖWY

SECTION IV - CONTACT INFORMATION

41 VERMONT CENTER FOR CRIME VICTIM SERVICES		Burlington / CEDO / Community Justice Ctr	
NAME: Megan Kinlock		NAME:	
TITLE: Grants Manager		TITLE:	
PHONE: (802) 241-1250 x 135		PHONE:	
EMAIL: megan.kinlock@ccvs.vermont.gov		EMAIL:	

Parties: This is a Grant Agreement between the Vermont Center for Crime Victim Services, (hereinafter called "State" and Burlington / CEDO / Community Justice Ctr 840K LjNŮyŮLJl·f Ljfl·ŮŠ 2f ōdzălyŠăă 149 CHURCH ST BURLINGTON, VT 05401-8429 (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.

1. Subject Matter: To provide direct services to victims of all types of crime as set forth herein.
2. Award Details ! Y2dzyŮăŹ ŘI·ŮŠă I·yŘ 2ŮKŠN I·8 I·NŮŘ ŘŠŮI·ăă I·NŮŠ I·ăăK28yŮyŮKŠ I·ŮŮI·ŮKŠŘ *Grant Agreement Part 1-Grant Award Detail*
3. 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.
4. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
5. Attachments: This Grant consists of 18 pages including the following attachments that are incorporated herein:

Grant Agreement-Part 1 ç Grant Award Detail

Grant Agreement Part 2 ç Grant Agreement

Attachment A ç Scope of Work to Be Performed

Attachment B ç Payment Provisions

Attachment C ç Customary State Grant Provisions (except that sections 5, 6, 8, 10, 16, 20, 22 and 26 do not apply to state entities).

Attachment D - Other Provisions

$$\cdot \grave{e} \acute{u}K\hat{S} \{ \acute{u} \cdot \acute{u} \hat{S} \text{ } \mathbb{Z} \mathbb{T} \pm \hat{S} \mathbb{N} \mathbb{Y} \mathbb{Z} y \acute{u} \mathbb{Y}$$

Signature: _____

By the Grantee:

Date: _____

[illegible]

Name:

Title:

Burlington / CEDO / Community Justice Ctr

Attachment A

Scope of Work to Be Performed: This grant will fund only the project activities in the VOCA Application 2026 budget approved by the Center for Crime Victim Services for the State Fiscal Year 2026.

The Burlington CJC offers a variety of victim services and supports. When cases are referred to us from police, the State's Attorney's office, the Courts, and Probation and Parole, our Victim Liaisons are able to reach out directly to affected parties and offer them multiple options for engagement as they seek healing and repair. They can participate in a panel process staffed by community volunteers and staff, with or without responsible parties present. They can also offer Parallel Justice (PJ) supports. Parallel Justice offers support, validation and resources to victims of all crimes, including property crimes like vandalism or theft. Any victim of a crime that occurs in Burlington is eligible for Parallel Justice, even if the perpetrator of the crime is never caught, and even if the crime is not reported to the police. Parallel Justice connects people with other organizations that can assist them, with businesses in the community that offer discounts and donations, and with a Parallel Justice Commission that can address systemic problems and barriers that victims face.

Attachment B - Payment Provisions

1. The State agrees to compensate the Subrecipient for services performed up to the maximum award amount, if such services are within the scope of the grant and are authorized as provided for under the terms and conditions of this grant.
2. Quarterly Financial Reports are due no later than the fifteenth of the month following the end of the quarter being reported (October 15th, January 15th, April 15th, July 15th). A final closeout report that accounts for all expenditures of the grant must be submitted after all obligations have been paid, but no later than 15 days after the end date of the grant period.
3. Quarterly Financial Reports should be submitted in the GEARS (Grants Electronic Application and Reporting System) at grants.vermont.gov.
4. Reimbursements may be withheld pending receipt of all required progress and statistical reports.
5. Supporting documentation (records, books, papers, etc.) for all grant (and Match if applicable) expenditures must be maintained by the Subrecipient and be made available for inspection by authorized Representatives of State and Federal government at reasonable times during the period of the grant and for three years thereafter.
6. All income generated as a direct result of this project shall be deemed program income. It must be accounted for and must be used for the purposes and under the conditions applicable to the use of grant funds, in accordance with regulations for program income under the Common Rule "Uniform Administrative Requirement for Grant and Cooperative Agreements." Program income must be reported by Sub recipients to the Vermont Center for Crime Victims Services on Quarterly Financial Reports.
7. The Vermont Center for Crime Victim Services encourages subgrantees to modify their grant budgets whenever necessary to ensure the efficient and effective use of funds. Amendments of 10% or more of any approved line item will require prior approval before expenditures are incurred. Amendments are also required when grantees seek to incur expenses in new line item, that was not included in the approved budget. Amendments must also be requested when significant changes to the approved budget and/or project are made aware to you. This includes changes to income or expenses that deviate by 10% or more per line item. Amendments should be requested no later than 90 days prior to the grant award end date.

8. Grant Funded employees must track their time using timesheets that accurately delineate the hours dedicated to each funding source.

Other Provisions

Non-federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of the [Uniform Guidance, Subpart F \(2 CFR Chapter II, Subpart F\)](#).

ATTACHMENT C STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS Revised December 7, 2023

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.
3. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. 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 with regard to 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:** 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.

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.

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.

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:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured: The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change: There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

- 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:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorneys' fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act 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. Location of State Data:** No 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 continental United States, except with the express written permission of the State.
- 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 the 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. 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. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.
- 16. Taxes Due to the State:**
 - A.** Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
 - B.** 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.
 - C.** Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
 - D.** Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 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, he/she:
 - A.** is not under any obligation to pay child support; or
 - B.** is under such an obligation and is in good standing with respect to that obligation; or
 - C.** has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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).

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 (Location of State Data); 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. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.
- 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: <http://bgs.vermont.gov/purchasing/debarment>
- 23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.
- 24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement 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 lock-outs) (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 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 at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that 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 Grant immediately, and the State shall have no obligation to pay Subrecipient 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 granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 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 (COSO).

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 \$1,001, 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)

VOCA - Attachment D Special Conditions

15POVC-23-GG-00476-ASSI

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for

purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Condition 3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings,

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

Condition 10*Effect of failure to address audit issues*

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 11*Requirements of the award; remedies for non-compliance or for materially false statements*

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 12*Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42*

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Condition 13*Requirements related to "de minimis" indirect cost rate*

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must

advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United

States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

Condition 26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Condition 29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 31

The recipient agrees to ensure that at least one key grantee official attends the annual VOCA National Training Conference. Any recipient unable to attend must get prior approval by OVC in writing.

Condition 32

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an

award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 33

VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);

b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and

c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

Condition 34

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

Condition 35

Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

Condition 36

The recipient must receive and engage in any training and technical assistance activities recommended by the Office for Victims of Crime.

Condition 37

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

Condition 38

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP).

To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

Condition 39

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

Condition 40

The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year in which the award was actually made, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. (E.g., VOCA funds awarded in FY 2023, are available until the end of FY 2026). Extensions beyond the statutory period may be granted at the discretion of DOJ, and may be requested in accordance with OJP processes, but are not assured.



MEMO

Date: October 6, 2025

To: Board of Finance, and City Council

From: Deryk Roach

RE: Creation of a Limited-Service Position: Nature-Based Climate Solutions Field Coordinator

CC: Orieta Glozheni, Lynn Reagan, Katherine Schad, Dan Cahill

Executive Summary:

We propose creating one new position in the Burlington Parks Recreation & Waterfront, Conservation Program.

- Nature-Based Climate Solutions Field Coordinator—a Limited Service, Full-time, AFSCME, Grade 15 position.

Background

Over the past 4+ years, a robust partnership, comprising the Burlington School District, Burlington Parks, Recreation and Waterfront (BPRW), Burlington Wildways, and the Winooski Valley Park District, has been doing groundbreaking work to move Burlington towards a more resilient community in the face of climate change. While the project doesn't have an official name, we refer to it as "Nature Connection in the School Yard and the Classroom." **The purpose of this memo is to gain approval to create a Nature-Based Climate Solutions (NBCS) Field Coordinator as a limited-service position.**

History of the Project

This project developed organically as an outgrowth of a "rewilding" project on the Champlain Elementary School campus in May of 2021. The goal of this project was to create a wildlife corridor to connect forested areas, that sits on either side of the school campus in the South End urban setting. This planting project blossomed into a pilot program opportunity to develop integrated teaching opportunities for the Champlain Elementary School community. Starting in the school year of 2022, under the thoughtful direction of BSD teacher, Aziza Malik, BPRW staff partnered to develop nature connection programming that engaged each student at the school in 1-3 nature learning segments each school year. Burlington Wildways provided the funding, BPRW developed a temporary position to build capacity for leading student learning sessions and managing nature connection project areas, and district teachers and administrators worked to make space during the school day for programming. The goal of the teaching community has been to use the nature connection areas for integrated learning opportunities that incorporate nature and science learning, as well as reading, writing and math.

Fast forward to today, and we have completed 3 full school years, and operate at four schools (Champlain, Flynn, CP Smith, and Sustainability Academy). Of note: Aziza Malik was awarded the Vermont Teacher of the Year in

2024, and the central role she played in developing this nature connection model was a leading reason for this recognition.

How Does This Position Support Planned Climate Resilience Strategies?

The work of this project is critical in the climate resilience work of Burlington. Ensuring the young people of Burlington understand and help shape nature integration and stewardship is central to the legacy of work that lies ahead in relation to climate change. Not only are students learning about nature, but they are also growing trees that are getting planted on campus, shorelines, and parks. Further, the immediate benefits to climate adaptation through increasing ecological function to Burlington’s school yards, is also a significant adaptive measure. Attached to this memo is a brief outline that annotates how the project aligns with the City’s Comprehensive Plan, specifically as outlined in the implementation strategies of the 2022 Nature Based Climate Solutions, Addendum to the Open Space Protection Plan.

Front line communities who experience climate related impacts are often low-income populations. Further, nature connection historically is an area that often the most privileged and resourced children and families have access to. Through deep partnership with the Burlington School District all children receive equal access to the benefits of increased nature connection and empowerment toward being agents of change.

Funding for the Position

The funding source for this position is a share between the City of Burlington and Burlington Wildways. Since 2022, Burlington Wildways has successfully raised money for this project, sources have been the Lake Champlain Basin Program, and most recently the One Hive Fund. Each year, the City has contributed 25% of the salary and thus 25% of the position’s work plan assists nature-based climate work Citywide.

Financial impact

Wildways has secured funding for 75% of the salary, and 100% of the benefits for the next two years for the role. Below is a balance sheet that outlines the cost share for the position for 2 years. The City’s portion of the funding is included in the FY26 approved budget. After two years the position’s viability will be reviewed.

Pay rate per hour for grade 15 (step 1-15)	Annual Salary	FICA and Worker’s Comp	Benefits	Total Cost Range	75% of salary, FICA, WC and 100% of benefits covered by Burlington Wildways	25% of salary, FICA and WC covered by General Fund
\$28.65 - \$34.10	\$59,593 - \$70,939	\$7661-\$8626	\$13,685-\$25,402	\$80,939-\$104,967	\$64,126 - \$85,076	\$16,814- \$19,891

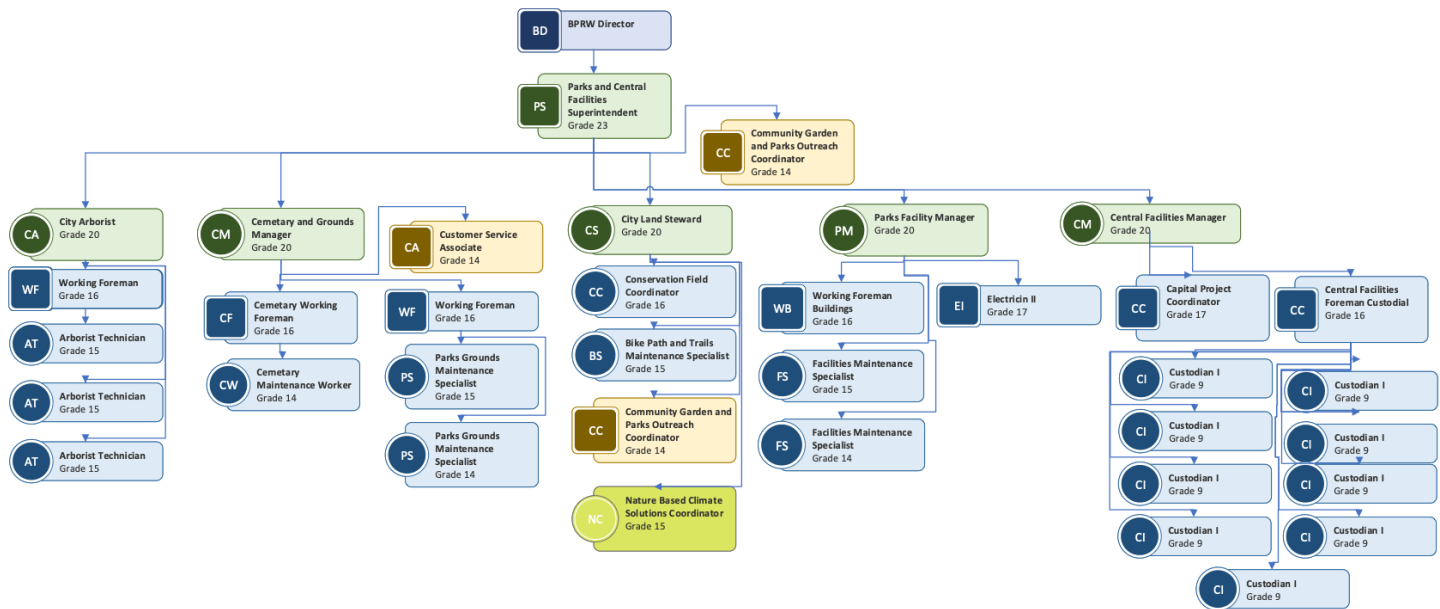
Motions:

Board of Finance Motion:

To approve and recommend that City Council approve and authorize the creation of the Nature-Based Climate Solutions Field Coordinator position within BPRW, a Limited Service, Full-time, AFSCME Grade 15 position.

City Council Motion:

To approve and authorize the creation of the Nature-Based Solutions Field Coordinator position within BPRW, a Limited Service, Full-time, AFSCME, Grade 15 position.





**BURLINGTON
PARKS
RECREATION
WATERFRONT**



Climate Resilience Measurements of BSD Nature Connection Project

The BSD Nature Connection Project has made significant headway on 20 of the 42 implementation strategies outlined in the City's 2022 Nature Based Climate Solutions Addendum to the Open Space Protection Plan. (the implementation plan can be found on page 45 of the document). Below is a table outlining these strategies with the specific results of the work of the Nature Based Climate Solutions Field Coordinator to date. This is a mix of qualitative acknowledgement with some metrics on student involvement, trees planted, and land areas converted for program purposes.

Theme	Strategy	To Date Accomplishments and Results of the NBS Coordinator
Forests and Tree Canopy	1B.1 determine and expand tree canopy	NBCS coordinator has planted 25,000sq. ft of new pocket forests on school campuses. Over 1,000 trees grown on school campuses and planted in restoration projects along the Winooksi River within BTV. Mature trees absorb ~48lbs CO2, divert up to 4,000 gallons of storm water, transpire 40,000 gallons H2O and soak up particulate pollutants.
	1B.2 support planted trees with resources	New pocket forest routinely watered with tree BPRW truck. Invasives are managed to support and favor native plants.
	1B.3 increase diversity of tree species and growing methods	Current growing methods include live stake nurseries, air pruner seedling starters, direct seeding. Piloting better methods to propagate Oak.
	1B.4 educate the city about NCBS	Over 1200 elementary school children participate and are educated in this work. Additionally, high school and volunteer projects happen at regular intervals

written, September 2025

Water Wetlands and Watersheds	3A.1 proactively manage public wetlands and waterways	Generates and grows native plants shrubs and trees available for wetland restoration on school campuses and the city at large. Over 1,500 native plants, trees and shrubs out on the landscape and thousands more currently being grown at schools.
	3B.1 determine which areas are suitable for restoration	Has worked with BSD and local land managers to assess sites for restoration work.
	3B.2 incentivize riparian / wetland restoration	Plants grown at school sites utilized in a variety of program areas on both public and private land at restoration plantings in wetlands.
Lawns, Fields, and Small Open Spaces	4A.1 Update mowing practices	Through the work of demonstration lawn conversions at the cemetery, growth of pocket forests on school grounds, and curation of online resources.
	4A.2 increase native plantings	NBCS coordinator grows plants, trees and shrubs. Additionally, is in regular communication and partnership with native plant growing initiative at UVM through Dr Laura Hill. Coordinates seasonal free native plant giveaway where over 1500 plants were made available to the community. Identifies areas where native seeds can be harvested for this project.
	4A.3 build connectivity	The NBS Coordinator role maintains wildlife cameras at a variety of locations to help track and interpret wildlife movement through the City.
	4B.1 increase pocket parks and connected open spaces	Through the work of the NBS Coordinator role, 15,000sq ft of lawn space at Lakeview cemetery has been converted to native plant habitat, 25,000 sq. ft of Burlington School District lawn areas has been converted to pocket forest and wildlife corridor, and 5,000 sq. ft of lawn area in community gardens turned into nurseries and youth education areas.

	4C.1 NBCS in perpetuity	The NBS Coordinator position supports and coordinates projects that will continue to adapt and thrive as they grow. The impacts of the various projects will deepen overtime and provide continual benefits in perpetuity.
Green Infrastructure	5A.1 coordinate inter-departmental cooperation	This position supports work in natural areas, community gardens, cemeteries, on school grounds, in green belts, and in stormwater features. This requires relationship building throughout the parks department as well with Burlington School District and a variety of divisions within DPW.
	5A.3 upgrades in storm water mitigation	The NBS Coordinator role advises the City Stormwater program with species selection for plantings in and adjacent to stormwater features.
	5A.4 upgrade planting	The NBS Coordinator position has been actively planning, in partnership with the City Stormwater program adaptations to edge treatments to the stormwater features connected to the newly constructed Champlain Parkway and the new high school stormwater features.
Equity and Inclusion	6A.1 target investment strategically	The foundation of this position and this program is predicated on deep connection with the Burlington School District in order to align with the equity framework that our public school system is founded upon.
	6B.1 support	The NBS Coordinator assists and supports initiatives such as Burlington City and Lake Semester with curriculum planning and design as it relates to nature connection.
	6B.2 expand	The NBS Coordinator role has created and maintained of 45,000 sq. ft of new program space for nature based education.

	6B.3 create	The overall work plan of the NBS Coordinator focuses on the creation of learning opportunities that supports learning goals for all students participating in the Burlington public school system. Not only does this work encompass school properties but it connects students to natural areas adjacent to their school community. 39% of the BSD population is BIPOC
	6C.2 get help	In addition to the partnership with Burlington School District, the NBS Coordinator maintains partnership with a variety of service organizations working with various education levels including higher education. These partnerships include but are not limited to Upward Bound, Burlington City and Lake Semester, VYCC.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: BPRW Submitter: Deryk Roach

Title/Subject: Limited-Service Nature Based Solution Field Coordinator

Approval Requested:

☒ Board of Finance

☒ City Council

☐ Both BOF and Council

Meeting Date:

10/6/2025

10/21/2025

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	9/17/2025	Deryk Roach
Mayor's Office	Yes	10/1/2025	Erin Jacobson
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	9/23/2025	Haley McClenahan
CAO for budget, financing, and memo	Yes	9/23/2025	Click or tap here to enter text.
Human Resources, if personnel action or policy	Yes	9/23/2025	Orieta Glozheni
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Lori Olberg

From: Celia Bird
Sent: Monday, October 6, 2025 8:45 AM
To: Jennifer Monroe Zakaras
Cc: William Ward; Jane Seymour; Bianka Cimrin; Jennifer Zakaras; Jennifer Tomczak; Lori Olberg
Subject: Re: Resignation from BOH

Thank you Jennifer for your note and congratulations on your new position!
We have enjoyed having you on the Board even briefly and I look forward to our future collaborations!
I have added Lori Olberg to this email so that she is aware also. Lori, please let me know what next steps, if any, I need to take as we open Jennifer's seat to new applicants. Thank you.
Thank you for your service and commitment to our city Jennifer, wishing you the best of luck in your new position!
Sincerely,
Celia

From: Jennifer Monroe Zakaras <jmzakaras@gmail.com>
Sent: Friday, October 3, 2025 1:25 PM
To: Celia Bird
Cc: William Ward; Jane Seymour; Bianka Cimrin; Jennifer Zakaras; Jennifer Tomczak
Subject: Resignation from BOH

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

Dear Celia,

I hope this note finds you well. I am writing to resign from my position as a member of the Board of Health. As you may have seen in the press release from the Mayor's Office this morning, I will be assuming the role of Deputy Chief of Staff for Mayor Mulvaney-Stanak, effective Wednesday, October 8. This was an unexpected opportunity that I hadn't anticipated when I joined the BOH, and as you can imagine, one I am excited to take. I am therefore resigning from boards/activities that could present a conflict of interest.

I have really enjoyed meeting you all, and I admire the work you are doing. I expect that I will continue working with the BOH in some way in my new role and look forward to that.

Let me know if you need anything further from me at this time, and thank you!

Best regards,
Jennifer

--

Jennifer Monroe Zakaras (she/her/hers)
510-926-8564 | jmzakaras@gmail.com

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.

Lori Olberg

From: mjlongvt@gmail.com
Sent: Monday, October 6, 2025 10:10 AM
To: Lori Olberg
Subject: Financial Disclosure Resolution

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

Hi Lori,

If possible please include this among the materials for the meeting tonight.

Thanks,

Michael

10/6/25

Councilors,

Please support Councilor Neubeiser's resolution to require candidates for elective office in Burlington to file a simple financial disclosure form. I am surprised to learn that this has not been required in the past. Why not?

The systems in place protect us all. It's not responsible to settle for a lower standard for Burlington candidates than that required for state office candidates.

Too often here in Vermont we imagine ourselves set apart or above the fray. We're not.

Best,

Michael

October 15, 2025

Honorable Burlington City Councilors,

Please take a moment to recognize that today, tuesday, October 21, 2025 is the International Day of Action on Big Biomass. The Biomass Action Network, an affiliate of the Environmental Paper Network, seeks to raise awareness today that burning forest biomass on an industrial scale has world-wide adverse environmental impacts.

The Biomass Action Network includes over 220 non-governmental organizations from 58 countries which recognize that biomass combustion on an industrial scale harms the climate, threatens climate resilience, and hinders our transition to clean energy. Among the signatories are Greenpeace International, the John Muir Project, the US Sierra Club, and the Rachel Carson Council. Please consider reading their position statement, which you can find here:

<https://environmentalpaper.org/biomass/the-biomass-delusion/>.

Thank you.

Sincerely,

Peter MacAusland, 32 Orchard Terrace, Burlington, Vermont 05401

Lori Olberg

From: Cathy Shivers <cms9657@hotmail.com>
Sent: Monday, October 6, 2025 9:37 AM
To: burlingtowntownclerk
Subject: Downtown Burlington

[WARNING]: This email was sent from someone outside of the City of Burlington.
We visited your city Sept. 24,2025. Parked in the parking garage, got a ticket for being there over an hour(the policeman said). We ate and left the downtown was not clean and didn't feel safe. People asking for money. Vermont is a beautiful state, sad your city gives off the wrong vibes.

Mississippi travelers,
Cathy



OFFICE OF THE CLERK
Department of Finance and Administration
City of Burlington

City Hall, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000
FFax (802) 865-7014

DATE: October, 21st, 2025

TO: City Council

FROM: Sarah Montgomery, Assistant City Clerk

CC: Katherine Schad, Chief Administrative Officer; Emmett Wood, Assistant City Attorney

RE: Clerk Recommendation for Dog and Cat License Fees

On March 24, 2025, City Council approved a change to BCO Section 5-15 which, effective April 1st of 2026, requires every owner or keeper of a dog or cat more than six (6) months old to annually register and license the animal. Applications for the upcoming calendar year will be accepted starting on January 2nd, 2026.

The updated ordinance language states that the municipal fee for pet licensure shall be recommended by the clerk's office and approved by the city council. The ordinance requires that the fee for an intact dog or cat shall be greater than that for a neutered or spayed dog or cat.

Based on the current dog license fee structure in Burlington and a comparative analysis of pet license fees in other Vermont municipalities, the Clerk's Office recommends that the fees for both dog and cat licenses be set at the same rates as the City's existing dog license fee. The recommended fees are as follows:

Spayed or Neutered Dog or Cat: \$20

Intact Dog or Cat: \$40

These recommended municipal fees are in addition to any license fees or penalties required by state law.

Per ordinance, the municipal fees will be reviewed again no later than 5 years from this date.

City Council Motion: To approve the recommended fees for dog and cat licenses in Burlington.

Board of Finance and City Council Submission Checklist

Department: DFA - Clerk Submitter: Sarah Montgomery

Title/Subject: Clerk Recommendation for Dog and Cat License Fees

	Approval:	Meeting Date:
☐	Board of Finance	N/A
☒	City Council	10/21/2025
☐	Concurrent	N/A

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	10/14/2025	Katherine Schad
Mayor's Office informed and approved memo	YES	10/15/2025	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	10/14/2025	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	10/14/2025	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	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.

MEMO

Date: October 21, 2025
To: City Council
From: Max Madalinski, Associate Parks Project Manager
CC: Sophie Sauvé, Parks Planning Division Director and Interim BPRW Co-Director
Re: Authorization to Accept Shade Canopy for the Oakledge Park Fitness Station

I. Purpose

The Department of Parks, Recreation & Waterfront (BPRW) seeks approval and authorization to accept a 12-foot by 12-foot shade canopy and labor for installation from the University of Vermont Cancer Center (UVMCC) at Oakledge Park. The gift has an approximate value of \$9,800.00, which will be paid for entirely by UVMCC. UVMCC will hire a contractor to install the shade canopy at no cost to the City.

II. Background

In fall 2024, UVMCC approached BPRW expressing interest to install a small shade canopy at the playground at Oakledge Park. By reducing exposure to UV radiation, the shade canopy is in line with UVMCC's mission to raise awareness, treat, and prevent skin cancer. The canopy would be 12-feet-square and mounted on a cantilevered post in colors to match the existing equipment and emblazoned with a UVMCC logo and a small sign with a brief description regarding sun safety.

UVMCC would contract Pettinelli and Associates to procure and install the canopy. BPRW Planning Staff would oversee the installation to ensure it meets all applicable standards and procure necessary permits (UVMCC would pay permit fees). Once completed and accepted, BPRW would take full ownership of the canopy and perform any ongoing maintenance required.

The Vermont Department of Health states that Vermont has one of the highest rates of melanoma incidence in the U.S. (Prevention, Vermont Department of Health, 25 Nov. 2024, www.healthvermont.gov/wellness/cancer/prevention). BPRW Staff support acceptance of the gift, recognizing the public benefit reducing sun exposure, while improving an existing park amenity with a high volume of visitors.

ATTACHMENTS

- A. Draft UVMCC Shade Canopy Gift Agreement
- B. Gift Description

DEPARTMENT RECOMMENDATION

City Council Motion:

To approve and authorize the acceptance of the shade canopy with a value of or about \$9,800, from the University of Vermont Cancer Center for the Oakledge Park Playground and to authorize Sophie Sauvé,



Parks Planning Division Director and BPRW Co-Director, or designee, to execute all documents necessary to accept the gift, subject to the final review and approval as to form by the City Attorney's Office.

GIFT ACCEPTANCE AGREEMENT
Oakledge Playground Shade Canopy
City of Burlington

THIS AGREEMENT is made and entered into this date by and between the City of Burlington, through the Department of Parks, Recreation, and Waterfront (the “City”) and the University of Vermont Medical Center Inc. (“UVMC”), a Vermont non-profit corporation with a physical address in the State of Vermont located at 111 Colchester Avenue, Burlington, VT 05401 (together, “the Parties”). This Agreement outlines the terms and conditions upon which UVMC will donate a shade canopy for the Oakledge Park Playground to the City.

WHEREAS, members of the UVMC Cancer Center wishes to donate an approximately 12-foot by 12-foot shade canopy to be located at the Oakledge Park Universally Accessible Playground; and

WHEREAS, UVMC has researched and solicited cost quotations and identified a qualified contractor to procure and install the shade canopy; and

WHEREAS, the City wishes to accept the canopy, recognizing that this would be an improvement existing and well-utilized amenity within one of the City’s public parks.

NOW THEREFORE, in recognition and incorporation of the above and other good and value consideration, the Parties agree as follows:

1. **AUTHORITY**

Authority to enter into this Agreement exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.

2. **EFFECTIVE DATE AND TERM**

A. **Effective Date.** This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation or expense incurred before the Effective Date or after the expiration or termination of this Agreement, beyond those items which endure indefinitely.

B. **Term.** This Agreement and the Parties respective performance shall commence on the Effective Date and except for those provisions that endure, shall end on the last day of December 2025 or sooner if terminated as provided for herein.

3. **DEFINITIONS**

A. **“Effective Date”** means the date on which this Agreement is approved and signed by the City, as shown on the signature page of this Agreement.

B. **“Party”** means the City or UVMC and “Parties” means the City and UVMC.

C. **“Contractor”** means the vendor hired by UVMC to procure and install the shade canopy.

C. **“The Gift”** means the canopy and any labor necessary for its installation as set forth in this Agreement and described more fully in the Gift Summary (Attachment A).

4. **AGREEMENT DOCUMENTS AND ORDER OF PRECEDENT**

The Agreement Documents are hereby adopted, incorporated by reference, and made part of this Agreement. The intention of the Agreement Documents is to establish the necessary terms, conditions, labor, materials, equipment, and other items necessary for the proper execution and completion of the Gift to ensure the intended results.

The following documents constitute the Agreement Documents:

Attachment A: Gift Summary
Attachment B: Insurance and Indemnification
Attachment C: UVMMC’s Certificate of Insurance

To the extent a conflict or inconsistency exists between the Agreement Documents, or provisions therein, then the Agreement takes precedent.

5. **SECTION & ATTACHMENT HEADINGS**

The article and attachment headings throughout this Contract are for the convenience of City and the UVMMC and are not intended nor shall they be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

6. **RESPONSIBILITIES OF THE UVMMC**

- A. **Commission of the Gift.** The UVMMC agrees to procure the Gift as further described in Attachment A within timeframe provided for therein. Such commissioning shall require the UVMMC to contract with the Contractor to procure and install the shade canopy and all associated costs, including but not limited to professional fees, supplies, transportation and travel, and insurance to the full satisfaction of the City. The UVMMC shall work with the Contractor to meet a **Month DD, 2025** timeline for completion, delivery, and installation of the Gift.
- B. **Ownership and Title of the Gift.** Upon completion, delivery, and acceptance of the Gift, the UVMMC agrees that title and ownership of the Gift shall be conferred upon the City and the City shall be the sole owner of the Gift. The UVMMC shall not retain any ownership interest in the Gift.
- C. **Delivery of the Gift.** The UVMMC agrees to deliver the Gift to the City, in cooperation and coordination with the Contractor, and gift it free and clear of any liens and claims arising from any source whatsoever. The City shall withhold final acceptance until the UVMMC furnishes the City with a signed and sworn statement stating that all bills, wages, claims, etc., including those of any approved subcontractor, have been paid and that no liens have been filed against the Gift or that any and all liens or attachments related to the Gift or filed in the Land Records of the City of Burlington against the real property on which the Gift is installed are discharged.

- D. Risk of Loss or Damage.** The risk of loss or damage to the Gift shall be borne by the UVMMC until final acceptance of the Gift by the City, and the UVMMC shall take such measures as necessary, including appropriate insurance policies and coverage, to protect the Gift from loss or damage until final acceptance of the Gift.

7. RESPONSIBILITIES OF CITY

- A. **Acceptance.** Upon completion of, and installation of the Gift, the City shall provide the UVMMC with written notice of acceptance, stating that the Gift has become the property of the City, and relieving the UVMMC of all liability for damage to the Gift pursuant to Section 6.4 (Risk of Loss or Damage) of the Agreement. City has the absolute right to refuse acceptance of the Gift for any reason. If the City refuses acceptance the Gift cannot be accepted on agreed upon terms, UVMMC shall bare the cost of removal and restoration of the site to the same or better condition.
- B. **Site Preparation.** The City agrees to coordinate access to the site for the contractor to facilitate delivery and installation of the Gift. The UVMMC agrees to coordinate with the Contractor to ensure that the Gift is delivered and installed within the Contractor's scope of work.
- C. **Maintenance.** The City agrees to prudently manage and upkeep the Gift, in accordance with ordinary standards of care and any special instructions provided by the Contractor and accepted by the City. The City shall coordinate with the Contractor in accordance with Attachment B regarding future maintenance or repair of the Gift.

8. WAIVER

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

9. FORCE MAJEURE

If either party is unable to perform any of its obligations hereunder (other than payment obligations) due to any act of God, fire, casualty, flood, war, strike, shortage or any other cause beyond its reasonable control, and if such party uses reasonable efforts to avoid such occurrence and minimize its duration and gives prompt notice to the other party, then the affected party's performance shall be excused and the time for its performance shall be extended for the period of delay or inability to perform.

10. PUBLIC EMERGENCIES

The Contractor is advised that public emergencies, as declared by the City, the State of Vermont, or the Federal Government may introduce significant uncertainty into the project. The Contractor must comply with all local, state, federal orders, directives, regulations, guidance, and advisories during a public emergency. If a public emergency is declared, the Contractor shall be responsible for creating and following a public emergency plan that manages risks and mitigate potential impacts to the health and safety of the public, the City, and the Contractor and sub-contractor's workers, and provides a means to adjust the schedule and sequence of work should the emergency change in nature or duration. The Contractor must provide the plan to the City for approval prior to the beginning or resumption of work. If the Contractor fails to comply with either 1) the approved public emergency plan, or 2) any local, state, federal orders, directives, regulations, guidance, or advisories during a public emergency, the City may stop work under the Agreement until such failure is corrected. Such failure to comply shall

constitute breach of the Agreement. If a public emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to a public emergency will be excusable, but will not be compensable.

11. PUBLIC RECORDS

Any and all records submitted to the city, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The UVMMC agrees to retain, in company files, all documents, records, and other evidence pertaining to costs incurred for work performed under this Agreement for a period of at least three (3) years after the termination of this agreement, unless otherwise notified by the City. The determination of how those records must be handled is solely within the purview of city. All records considered to be trade secrets, as that term is defined by subsection §317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the act. It is not sufficient to merely state generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with section §317 of Title 1 of the Vermont Statutes Annotated.

12. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement or the Agreement Documents shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

-signature page to follow-

14. SIGNATURE

For the UVMMC:

Date

For the City:

[DULY AUTHORIZED]

Date

**Attachment A:
Gift Summary**

Gift Description:

As part of our ongoing commitment to sun safety in the region, the University of Vermont Cancer Center will gift a 12' x 12' single post pyramid cantilever shade structure to the City of Burlington Department of Parks, Recreation, and Waterfront (BPRW) for installation at the Oakledge Park Universally Accessible Playground. At the request of BPRW, the shade cloth will be Shadesure™ UV rated fabric in “Atomic Orange” color with “Tele-Gray” to match the existing color scheme of the playground. The gift will include placement of signage with the UVMCC logo and brief description of sun safety.



Single Post Pyramid Cantilever

The Single Post Pyramid Cantilever Shade Structure combines style and functionality with its pyramid-shaped canopy supported by a single post, providing elegant shade without obstructions. Ideal for various outdoor spaces, it maximizes usable areas and enhances aesthetics, making it a versatile and attractive addition to parks, poolsides, and commercial venues.



SHADESURE™ FABRIC



Our high-density polyethylene (HDPE) mesh fabric blocks up to 97% of the sun's harmful UV-A & UV-B rays, is flame retardant and fade-resistant.

Arizona Shade 86% UV 91%	Atomic Orange Shade 82% UV 94%	Black Shade 95% UV 96%	Chocolate Shade 92% UV 93%	Cinnamon Shade 88% UV 93%	Desert Sand Shade 80% UV 92%	Electric Purple Shade 84% UV 90%
Laguna Blue Shade 92% UV 96%	Mulberry Shade 90% UV 91%	Navy Blue Shade 90% UV 94%	Olive Shade 93% UV 97%	Rainforest Shade 89% UV 96%	Red Shade 91% UV 92%	Royal Blue Shade 86% UV 94%
Silver Shade 88% UV 93%	Sunflower Yellow Shade 70% UV 94%	Terracotta Shade 84% UV 90%	Turquoise Shade 83% UV 92%	White Shade 57% UV 86%	Zesty Lime Shade 83% UV 92%	

POWDER COAT COLORS



Powder coating provides maximum adhesion, UV protection and fade resistance. Available in a wide range of colors, this coating has higher surface hardness and scratch resistance than common liquid paints.

Black 115618BLK	Blue 115618BLU	Cobalt 115618COB	Dark Brown 115618DBV	Forest Green 115618FRG
Light Ivory 115893	Red 115618RED	Tele-Gray 115892	White 115618WHT	Yellow 115618YLW

Attachment B:
Insurance and Indemnification

Attachment C-1 Insurance & Indemnification

INSURANCE: Prior to beginning any work, the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required.

The Contractor is responsible to verify and confirm in writing to the City that: (i) all subcontractors must comply with the same insurance requirements as the Contractor; (ii) all work activities related to the Contract shall meet minimum coverage and limits; and (iii) all coverage shall include adequate protection for activities involving hazardous materials.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been developed and must be met to protect the interests of the City.

- A. Commercial General Liability: With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to ensure that commercial general liability insurance coverage, covering bodily injury and property damage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Medical Expenses

Coverage limits shall not be less than:

- | | | |
|----|-------------------------------|-------------|
| 1. | General Aggregate | \$2,000,000 |
| 2. | Products-Completed/Operations | \$2,000,000 |
| 3. | Personal & Advertising Injury | \$1,000,000 |
| 4. | Each Occurrence | \$1,000,000 |
| 5. | Damage to Rented Premises | \$ 250,000 |
| 6. | Med. Expense (Any one person) | \$ 5,000 |

- B. Workers' Compensation/Employer Liability: With respect to all operations performed, the Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors carry the same workers' compensation

insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

1. Bodily Injury by Accident: \$500,000 each accident
2. Bodily Injury by Disease: \$500,000 policy limit,
\$500,000 each employee

For contracts involving work of any kind or nature on Lake Champlain, Workers' Compensation/Employer's Liability policy shall include a Maritime Endorsement (USL&H).

- C. Automobile Liability: The Contractor shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the Contract. Each policy shall provide coverage with a limit not less than: \$1,000,000 - Combined Single Limit for each occurrence.

D. Umbrella/Excess Liability:

1. \$1,000,000 Each Event Limit
2. \$1,000,000 General Aggregate Limit
3. Umbrella/Excess Liability is excess above Commercial General Liability, Automobile Liability, and Workers' Compensation/Employer Liability.

All policies shall be endorsed to provide the City thirty (30) days' notice of cancellation. Each policy (except workers compensation/employers' liability) shall be endorsed to name the City and its officers, employees, agents, successors, and assigns as additional insureds on a primary, non-contributory basis. Each policy shall be endorsed to waive subrogation against the City. Contractor's general liability, pollution, and umbrella policies provide additional insured coverage for both premises and completed operations using endorsements CG 20 10 and CG 20 37 or their equivalents for a period of three years.

INDEMNIFICATION: Contractor shall hold harmless, indemnify, and defend the City and its officers, employees, agents, successors, and assigns (collectively, the "Indemnitees") from and against all claims, causes of action, lawsuits, damages, liabilities, liens, penalties, fines, and costs (including attorneys' fees and costs) of every kind and nature whatsoever (collectively, "Claims") arising from or relating to this Contract or Contractor's operations hereunder, excepting any Claims arising from the City's own gross negligence or willful misconduct. Contractor's indemnification and defense obligations shall survive termination of this Contract, and Contractor shall ensure that any subcontract for work under this Contract requires the subcontractor to satisfy the same indemnification and defense obligations in favor of the Indemnitees.

Attachment C:
UVMHC's Certificate of Insurance

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: BPRW Submitter: Max Madalinski

Title/Subject: UVMCC Shade Canopy at Oakledge Park Fitness Station

Approval Requested:

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

Meeting Date:

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

10/21/2025

[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	10/15/2025	Sophie Sauvé
Mayor's Office	Yes	10/16/2025	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	10/15/2025	Hayley McClenahan; Final review of agreement pending.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	10/15/2025	Hayley McClenahan
CAO for budget, financing, and memo	Yes	10/13/2025	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.



MEMORANDUM

To: Burlington Board of Finance
Burlington City Council

From: Darren Springer, General Manager
Munir Kasti, COO and Manager of Utility Services and Engineering
Emily Stebbins-Wheelock, CFO and Manager of Strategy and Innovation

Date: 10/21/2025

Subject: EV Site License Agreement

Burlington Electric Department's ("BED's") is bringing forward a generic site license agreement that will govern placement of public BED-owned electric vehicle ("EV") charging infrastructure on private property in Burlington. There is no monetary exchange provided for, but rather this license agreement would provide BED and the property owner certain rights and obligations in installing public chargers on private property.

BED currently manages 3 fast charging stations, and dozens of level 2 charging ports around the City, including on City or BED property such as 585 Pine Street and City lots and garages such as Marketplace Garage, as well as on non-City property such as at UVM and at the Ethan Allen Plaza Hannaford parking lot. This site license is based on similar individual site agreements for EV charging, and is intended to provide a generic approved site license that can be used by BED going forward, with appropriate review of any specific site terms by the City Attorney's Office.

BED staff will be present at the Board of Finance and City Council meetings on 10/21/25 to answer any questions. Thank you for your consideration.

MOTIONS

Board of Finance: To approve and recommend approval to the City Council that the General Manager or their delegate may execute with one or more sites the generic EV site license agreement presented, with any specific site terms added as necessary and with review by the City Attorney's Office.

Burlington Electric Department
585 Pine Street Burlington, VT 05401
burlingtonelectric.com

Phone 802.658.0300

City Council: To approve that the General Manager or their delegee may execute with one or more sites the generic EV site license agreement presented, with any specific site terms added as necessary and with review by the City Attorney's Office.

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE (EVCI) AGREEMENT

CITY OF BURLINGTON
AND
<<PROPERTY OWNER>>

THIS ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AGREEMENT (this “EVCI Agreement”) is made and entered into this ____ day of _____, 2025 by and between the CITY OF BURLINGTON, a Vermont Municipal Corporation located in Chittenden County, acting through its Electric Department (“BED”), and <<PROPERTY OWNER>> its successors or assigns (“ ”) a ____ with principal offices at ____.

WHEREAS, BED and <<PROPERTY OWNER>> desire to enter into this EVCI Agreement to expand the public availability of electric vehicle charging infrastructure within the CITY OF BURLINGTON in order to encourage the increased use of alternatives to fossil fuel-fired transportation;

WHEREAS, BED has built or contracted for a communications platform and administrative mechanism for the purpose of operating and collecting funds for such infrastructure that can be expanded to provide public vehicle charging services within the City of Burlington; and

WHEREAS, BED owns and operates public vehicle charging stations and provides electric vehicle (“EV”) charging services at such stations at rates that are approved by the Vermont Public Utility Commission; and,

WHEREAS, <<PROPERTY OWNER>> owns and or manages all parking areas at the Site Location (as defined by the map in Exhibit A);

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, BED and <<PROPERTY OWNER>> hereby agree as follows:

1. <<PROPERTY OWNER>> hereby grants BED the right to install, operate and maintain up to ____ BED-owned Level <<Two or Three>> vehicle charging stations (individually “Charging Station” and collectively the “Charging Stations” or “EVCI”) at the Site Location at the area marked in Exhibit A. Each such Charging Station will include a dedicated parking space, whereby such parking will be dedicated to electric vehicle charging only and available to the public with such parking restrictions as imposed by <<PROPERTY OWNER>>. <<PROPERTY OWNER>> will not impose any parking limitations that will prohibit or penalize any Charging Station user from obtaining a sufficient battery charge for their vehicle consistent with BED’s public EV charging tariff, and will make every attempt to meet Americans with Disabilities Act (“ADA”) access requirements at each vehicle Charging Station.

2. The initial term of this EVCI Agreement shall be three years beginning xxx, 20__ and ending xxx, 20__ (the “Initial Term”). Upon the expiration of the Initial Term, this EVCI Agreement shall automatically renew for successive one-year periods unless and until terminated by either party pursuant to the terms hereof (any such renewal terms together with the Initial Term, the “Term”).

3. During the Initial Term, BED and <<PROPERTY OWNER>> will install up to ____ Level <<Two or Three>> EV Charging Stations at the Site Location, with specific locations mutually agreed to between the parties and, to the extent such consent is required, the City of Burlington, Vermont. Once agreed to between the parties, a site plan showing the final Site Locations shall be attached to this EVCI Agreement as Exhibit B. The final selected Site Locations shall provide unrestricted and unobstructed access to the Charging Stations as is necessary for (i) charging EVs by any EV owners or operators 24 hours a day and seven days a week, and (ii) maintenance and repair of the Charging Stations by BED or its representatives.

4. BED will provide site assessment and approved construction drawings as needed for each Charging Station location that both parties consider viable for service to be provided to the Charging Stations from BED’s distribution system. <<PROPERTY OWNER>> shall coordinate and agree to provide access for BED to such locations and any associated infrastructure needed for assessment, construction, and operation of the Charging Stations as mutually agreed upon by <<PROPERTY OWNER>> and BED. BED will provide site assessment and EVCI installation, including site work, commissioning and ongoing maintenance of equipment, hardware, and software at no cost to <<PROPERTY OWNER>>. Prior to the initial EVCI installation work performed at the Site Location, BED will provide current insurance certificates for all contractors and subcontractors as outlined in Section 14.

5. <<PROPERTY OWNER>> reserves the right to request removal of any Charging Station or EVCI-associated electrical equipment within the Site Location upon 120 days prior written notice to BED. BED will remove such Charging Stations from the Site Location and restore the Site Location to pre-installation conditions.

6. Following receipt of all necessary consents detailed in this EVCI Agreement, BED shall arrange for installation of all Charging Stations per Exhibit B attached hereto.

7. BED will provide electricity to the EVCI directly from its distribution system. BED will sell, at the same cost, charging services to all users of the EVCI infrastructure. Such cost will be according to tariffs approved by the Vermont Public Utility Commission as may be adjusted from time to time. BED’s public EV charging tariff includes “overstay” pricing to encourage EVCI users to stay in a location no longer than needed to obtain a full battery charge. BED will collect all amounts directly through a transaction that is managed through the BED charging network. BED’s public EV charging tariff is subject to change with the approval of the Vermont Public Utility Commission.

8. BED will have responsibility for the posting of electronic messages that appear on the EVCI user interface screen. <<PROPERTY OWNER>> will have the right to submit electronic

messages to BED for display on the EVCI user interface screen and BED will accommodate such messages to the extent possible. <<PROPERTY OWNER>> may change such messages no more than four times per year.

9. BED and <<PROPERTY OWNER>> agree that the Charging Stations shall at all times be available for access and use by the public 24 hours a day, seven days a week during the Term of this EVCI Agreement; provided, however, that <<PROPERTY OWNER>> shall have the right to restrict access and/or use of the Charging Station during agreed upon dates and times and in cases of emergency.

10. BED shall obtain any and all necessary federal, state, municipal or other licenses, permits and/or approvals for the installation and operation of the Charging Stations, but not including any <<PROPERTY OWNER>> signage pursuant to Section 18 below. <<PROPERTY OWNER>> shall cooperate and assist in obtaining all of such licenses, permits and approvals.

11. BED will be solely responsible for all necessary servicing and repair of the Charging Stations. In the event of any Charging Station failure, damage, or other problem requiring repair, replacement, adjustment or maintenance, <<PROPERTY OWNER>> shall notify BED or a person designated by BED within twenty-four (24) hours of first becoming aware of such failure or problem. <<PROPERTY OWNER>> will not permit anyone, other than an authorized representative or designee of BED, to perform any service or repair work on a Charging Station without BED's prior written approval. BED or its representatives shall at any reasonable time and at all times during business hours have the right to enter into and upon the Site Location for the purpose of inspecting, repairing, maintaining, or upgrading Charging Stations and observing their use. <<PROPERTY OWNER>> shall keep the Site Locations clean and shall maintain the space surrounding Charging Stations in a safe, neat and orderly condition. In the event of problem or failure with the charging station, BED or its designee shall be on-site to assess the situation within three business days of notice from <<PROPERTY OWNER>>, and perform such repairs or replacement in a timely manner, unless extenuating circumstances exist.

12. BED will obtain data remotely through the reporting system in each Charging Station. If requested, BED will provide <<PROPERTY OWNER>> access to EVCI data subject to the redaction of any personally identifiable information.

13. The Charging Stations shall remain at all times the personal property of BED. BED shall be solely responsible for Charging Station property insurance and shall insure the EVCI against loss, theft, damage, or destruction in amounts determined by its sole judgement.

14. BED shall, at its own cost and expense, obtain and maintain in continuous effect a policy, or policies, of commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit, including coverage for bodily injury and property damage, contractual liability and for property of others in BED's care, custody and control, to include fire, legal liability, commercial automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, including operation of owned, non-owned and hired vehicles; coverage for workers compensation in accordance with State or Federal statute; and Employers Liability Insurance with limits of not less than One Hundred Thousand

Dollars (\$100,000) per occurrence and Five Hundred Thousand Dollars (\$500,000) annual aggregate. BED shall be responsible for carrying property insurance on its own personal property as well as any improvements or betterments to the Site Location. Should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. BED shall submit, at the time of signing this EVCI Agreement, proof of all of the above referenced insurance coverages.

15. <<PROPERTY OWNER>> will maintain all aspects of parking and roadways required for the use of Site Locations, including, but not limited to landscaping, snow removal, paving, parking charges and signage.

16. <<PROPERTY OWNER>> represents and warrants that it is the owner of the Site Location or otherwise has the legal authority to enter into this EVCI Agreement.

17. In the event <<PROPERTY OWNER>> transfers ownership of any Site Locations, or if <<PROPERTY OWNER>> sells its business, <<PROPERTY OWNER>> shall notify BED not less than sixty (60) days prior to any such event. In such event, this EVCI Agreement shall automatically terminate.

18. Each party shall, at its option, have the right to publicly advertise the availability of the Charging Stations. Each party shall further, at its option, have the right to install appropriate signage at the Property and the Site Locations. Depending upon the extent of the signage, it may be subject to the prior approval of the City of Burlington. Any and all such advertisements shall be approved by the other party prior to use by such party, such approval not to be unreasonably withheld, conditioned or delayed. Any and all signage shall be approved by the other party prior to use by such party and, to the extent such approval is necessary, the City of Burlington, Vermont.

19. Except to the extent arising out of or related to the negligence or willful misconduct of <<PROPERTY OWNER>>, its agents, employees or servants, BED shall, to the greatest extent permissible by law, indemnify <<PROPERTY OWNER>> and hold it harmless from and against any and all damages, liabilities and expenses incurred in connection with loss of life, personal injury and/or damage to property arising out of the Charging Station or any part thereof, if occasioned wholly or in part by any act or omission of BED, its agents, employees or servants. In the event of any claim for damages, liabilities and expenses incurred in connection with loss of life, personal injury and/or damage to property to the extent arising out of the Charging Station occasioned by the negligence or willful misconduct of <<PROPERTY OWNER>>, <<PROPERTY OWNER>> shall, to the greatest extent permissible by law, indemnify and hold harmless BED from and against any such claim.

20. Either party may terminate this EVCI Agreement, effective thirty (30) days after giving written notice of intent to terminate, upon the occurrence of a material breach provided that such breach continues for thirty (30) days after written notice of such breach. In addition, either party may terminate this EVCI Agreement for convenience at any time upon giving ninety (90) days prior written notice to the other party. Upon termination or expiration of this EVCI Agreement, or in the event that BED chooses to no longer own and operate the Charging Stations, they shall offer <<PROPERTY OWNER>> the option to purchase the EVCI's at depreciated book

value. If <<PROPERTY OWNER>> elects not to acquire the Charging Stations, BED shall remove all of its property and restore the Site Location set forth on Exhibit A, to its prior condition. The condition of Site Locations prior to BED installation of its charging station shall be documented by photo and attached hereto as Exhibit B once the final Site Locations are agreed upon.

21. All notices hereunder shall be in writing and shall be deemed given upon deposit in the United States mail, first class postage fully prepaid, certified mail, return receipt requested, addressed to BED and <<PROPERTY OWNER>> at their respective addresses as listed below. Any party may change its address for notice in accordance with the terms of this section.

If to BED:

Burlington Electric Department
585 Pine Street
Burlington, VT 05401
(802)658-0300

If to <<PROPERTY OWNER>>:

22. If suit or action is instituted to enforce or interpret any of the terms of this EVCI Agreement, the substantially prevailing party shall be entitled to recover from the other party, in addition to costs, such sums as the court may adjudge reasonable for legal fees.

23. <<PROPERTY OWNER>> understands and agrees that BED makes no warranty, express, implied or statutory, as to any matter whatsoever, including the condition of the charging station, its merchantability or fitness for any particular purpose.

24. Neither party shall in any event be responsible to the other party for any lost profits or incidental, consequential, special or indirect damages.

25. Neither party will be liable for failure to perform its obligations under this EVCI Agreement if such failure is due to acts or events beyond such party's reasonable control and not reasonably anticipated at the time of execution of this EVCI Agreement.

26. Neither party may assign or dispose of any of its rights or obligations under this EVCI Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed. This EVCI Agreement is binding on the successors and permitted assigns of the parties.

27. A waiver by either party of a breach of any provision of this EVCI Agreement shall not constitute a waiver of that party's rights to otherwise demand strict compliance with this EVCI Agreement and any and all provisions hereof. Any waiver must be agreed to in writing by the Party waiving its right or rights.

28. This EVCI Agreement, including any schedule or exhibit attached hereto, constitutes the entire EVCI Agreement of the parties with respect to the subject matter hereof. There are no other promises, representations, terms, conditions or obligations other than those contained herein. This EVCI Agreement supersedes all prior communications, representations or EVCI Agreements, oral or written, between the parties and shall not be modified except in writing signed by both parties.

29. This EVCI Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Vermont, without giving effect to principles of conflicts of laws that would require the application of any other law.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this EVCI Agreement as of the date first written above.

**CITY OF BURLINGTON
BURLINGTON ELECTRIC
DEPARTMENT**

<<PROPERTY OWNER>>

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A
SITE LOCATION

DRAFT

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Burlington Electric Submitter: Darren Springer

Title/Subject: EV site license

Approval Requested:

☐ Board of Finance

☐ City Council

☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

10/21/2025

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	10/3/2025	Darren Springer
Mayor's Office	Yes	10/10/2025	Erin Jacobsen
Board/Commission	Yes	10/8/2025	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	10/16/2025	Jessica Brown
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	10/16/2025	Jessica Brown, motions included
CAO for budget, financing, and memo	Yes	10/10/2025	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Review of Burlington Board of Health Report on Syringe Litter and Community Development and Neighborhood Revitalization Committee Recommendations (CDNR) to the City Council

October 12, 2025

Councilor Evan Litwin, CDNR Chair

Councilor Allie Schachter



INTRODUCTION

In October 2024, the City Council voted to task the Board of Health with a body of work found in the Resolution entitled, [Evaluation and Improvement of Syringe Exchange Programs. Syringe Litter, and the Environmental Impact of Syringe Litter in Burlington](#). **That year, the Howard Center safe recovery site distributed over 944,000 syringes with only 55% of those being returned—leaving over 427,000 syringes unaccounted for. Even if only 10% of those ended up discarded in our community, that represents 1 syringe for nearly every resident in the city of Burlington.** The Council gave the Board of Health a deadline in February of 2025 to report back but that was extended to May 2025 due to a confluence of factors. Members of the Board of Health presented [their report to the Council](#) on May 12, 2025, and the Council subsequently voted to task the Community Development and Neighborhood Revitalization Committee (CDNR) with reviewing the report and returning recommendations to the council in Fall 2025. CDNR held two specialized public work sessions on July 10 and August 7, as well as discussed the matter at our normal meeting dates on August 20 and September 17. Councilor Neubieser was not present at those meetings therefore this document was prepared solely by Councilors Litwin and Schachter. CDNR is grateful for the community members, nonprofit leaders, city employees, and service providers who carved time out of their busy schedules to attend one or more of these evening meetings and offer their perspectives.

Just one week after CDNR held its final public meeting to gather stakeholder input on the Board of Health report, which acknowledged that needle sticks posed an increased public danger to children due to their curiosity and vulnerability, [a South Burlington child was victim to a needle stick](#) they found in a tree on their elementary school playground after it was presumably thrown over the fence from a syringe user in the adjacent McDonald's parking lot—an issue the school has noticed. Given just how many syringes are necessary for those using fast-acting drugs like Fentanyl intravenously, we firmly believe that our community is at an inflection point and we must balance everyone's needs equitably. CDNR urges the City Council, Syringe Service Program (SSP) providers, and the State of Vermont to thoughtfully and transparently analyze what is working, what is not, and institute changes for the greater public's benefit. Our Committee is grateful for the opportunity to offer the below recommendations in hopes of realizing substantive change for Burlingtonians and our many visitors.

STAKEHOLDER OUTREACH AND OTHER DATA SOURCES

In addition to normal public outreach mechanisms, representatives from the following entities were invited to attend a CDNR working session: AFSCME; Building Burlington's Future; Burlington Business Association; Burlington School District (BSD); BSD School Board; Casella Waste; Church Street Marketplace Commission; COTS; Department of Parks, Recreation & Waterfront; Department of Permitting & Inspections; Department of Public Works; Farrell Properties; Flynn Theater; Frog & Toad Day Care; Howard Center; Lund Center; the Mayor's Office; Peace & Justice Center; Turning Point; Vermont Cares; Vermont Harm Reduction Advocates; Vermonters for Criminal Justice Reform; Ward 3 NPA Steering Committee; YMCA of Greater Burlington; and several Clarke Street residents and Vermont legislators.

It is important to note that CDNR only had access to data and documents related to the Howard Center Safe Recovery site at 45 Clarke Street and not other SSPs like Vermont Cares and Vermonters for Criminal Justice Reform (VCJR) because the Department of Health only funds Howard Center's site. Invitations sent this summer to Vermont Cares and VCJR were not responded to.

CDNR members also researched existing syringe litter clean-up programs in other cities, prioritizing those referenced in the Board of Health's report: [Boston's Community Syringe Redemption Program](#), [Philadelphia's Project Reach](#), and [Portland, Oregon's Adopt One Block](#). Each of these programs' costs, benefits, and impact were analyzed and are included as an Appendix at the end of this report.

In addition, CDNR reviewed a variety of documents associated with Vermont's Syringe Service Providers (SSPs) like those operated by the Howard Center on Clarke Street. This included several years of quarterly grant reports and grant agreements, as well as the 2012 SSP operating guidelines published by the Vermont Department of Health and the [May 2025 update](#). Data from these documents are referenced throughout this report.

KEY TAKEAWAYS FROM PUBLIC MEETINGS

Several key themes emerged that inform the recommendations in this report.

1. **There is broad acknowledgment that Syringe Service Programs (SSPs) reduce disease transmission and offer pathways to treatment and recovery services. At the same time, it is also true that improperly discarded syringes pose significant public health and safety challenges, as well as hurdles for those in recovery. We must center whole communities when defining harm reduction; Patients do not exist in a vacuum.**
 - a. CDNR heard from a downtown employee who was stuck while cleaning up used syringes at the workplace. The employee shared the high emotional cost of being stuck and the fear of waiting for test results to confirm whether or not a lifelong disease was contracted. In addition, the prophylactic medication used to prevent HIV transmission costs hundreds of dollars per day and requires a 28-day course, the costs of which were incurred by the employer. This was one of several stories of accidental needle sticks that was shared with CDNR Committee members in the course of writing this report.
 - b. We also heard significant concerns that while SSPs are responsible for thousands of used syringes being discarded in our community, they are not taking an active enough role in addressing syringe litter. CDNR commends the ways in which Howard Center has offered to take a more active role in syringe litter clean-up efforts in and around Clarke Street.
 - c. Substance Use Disorder (SUD) may be one of the few medical conditions that has direct harm to community members, and those who are not afflicted with the disease and residents often feel asked to overlook that harm. As municipal leaders and representatives of the public we have an obligation to reconcile that.
 - d. For individuals in recovery, the high prevalence of used syringes around Burlington is a trigger and so those who have successfully completed treatment often avoid coming downtown. While our City offers robust support to people actively using substances, some people in recovery do not consider Burlington to be a safe or welcoming place for them. If recovery and the elimination of illicit substance use is our ultimate goal, then we must reconsider how we are balancing harm reduction with recovery-oriented approaches.
 - e. We heard repeatedly from neighbors of the Howard Center's SSP on Clarke Street that there is troubling drug-related activity in and around the SSP, including open air drug use and dealing, overdoses, and disruptive behavior, that significantly impacts quality of life for the neighbors on and around this block. Concerns about more syringe litter and substance use in our downtown were also expressed by the Ward 3 NPA Steering Committee, who recently passed an [advisory resolution](#) strongly opposing the establishment of an overdose prevention center within the downtown core or the Central Business District;

- f. CDNR members and members of the general public hear regularly about residents and visitors encountering large deposits of needles in and around our downtown.
- 2. Our existing data tracking tools are insufficient to understand and adequately address the true extent of syringe litter in our community.**
- a. [SeeClickFix](#) is a widely used tool for reporting instances of syringe litter and other concerns across the City. However, SeeClickFix is limited in its reporting capabilities, since it only captures the number of reports of syringe litter. It does not capture the number of syringes found per report. Moreover, many community members do not use SeeClickFix because they either do not know about it, or they would prefer to address the syringe litter on the spot rather than file a report for it to be dealt with by a City representative at a later time.
 - b. There are no standardized data tracking tools currently being used by volunteers and community groups who clean up syringe litter, so the syringes they clean up are often unreported.
 - c. Many businesses, schools, and other organizations have taken to establishing their own syringe litter mitigation efforts out of necessity. They are not coordinating with the City or any external volunteer groups, so this syringe litter also goes unreported by our current tracking mechanisms.
 - d. Despite these shortcomings, the Board of Health still noted that SeeClickFix syringe litter reports have hovered between 800 and 1,000 for the past three years. This represents a small fraction of the total syringe litter in our community.
- 3. While staff, service providers, residents, and volunteers have shown remarkable initiative through weekly syringe clean-ups and other ad hoc efforts, the current system relies too heavily on unfunded volunteer labor, does not adequately address safety concerns, is not guided by a cohesive strategy, and lacks clear accountability mechanisms.**
- a. CDNR learned of several grassroots initiatives to address syringe litter in our community, including by the Peace & Justice Center, the Greater Burlington YMCA, and an ad hoc group of volunteers that goes out on Sunday mornings.
 - b. These volunteer groups lack central coordination. While their work is admirable and is making an impact, they would benefit from shared data tracking mechanisms, uniform safety training, and high-quality properly-vetted PPE and other necessary materials.
 - c. There is an opportunity for the City to provide low-cost but critical backbone support to these volunteer groups, and others that may step forward. Theresa Vezina, the City's Special Assistant on Overdose Prevention Center Implementation, has begun exploring ways to do this in the short-term and CDNR supports her efforts and those of the volunteers.

ACTIONABLE RECOMMENDATIONS

In order to better address syringe litter in our community, CDNR recommends the City Council, with opportunity for input from the Mayor's Office, the Board of Health, other City staff, and community partners including the SSP service providers operating in Burlington, evaluate and consider undertaking the following recommendations:

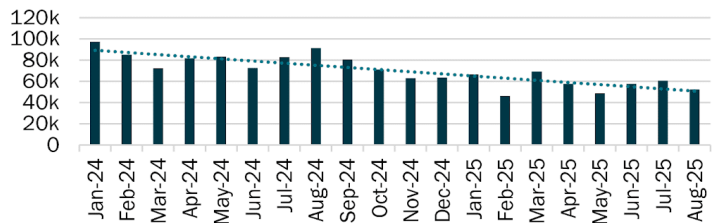
Adopt a whole community perspective when embracing principles of harm reduction

- 1. Recommend that the council adopt a whole communities definition and approach to harm reduction principles that incorporates the diverse needs of all members of the public.**
 - a. Convene a group of diverse stakeholders to define and adopt a citywide definition and pillars that should guide harm reduction work occurring in the city. Harm reduction must center patients and build trust with those afflicted by Substance Use Disorder and much of their work is HIPPA-protected. Simultaneously we must also hold the need to protect other vulnerable populations including children and those in recovery. We must acknowledge that patients with Substance Use Disorder and those using SSP services do not exist in a vacuum; they live in neighborhoods and communities.
 - b. Engage the Department of Health and state agencies in this work.
- 2. Recommend that the council ask the Agency of Human Services (AHS) field rep to work with SSPs to require that each outgoing syringe transaction include a notice that effectively communicates what is at risk if syringes continue to be discarded inappropriately.**
 - a. While the Board of Health reported that most SSP service users dispose of their syringes appropriately, CDNR was unable to find any quantitative data that supported this assertion. When Director of Permitting & Inspections, Bill Ward, who staffs the Board of Health, attended CDNR's July meeting, he acknowledged that this was likely self-reported through interviews with the Howard Center. CDNR feels that this is not a data-informed statement, and our Committee believes that the only figure we can work from is documented syringes that are unaccounted for through return.
 - b. While it is not the position of CDNR or the City Council, as evidenced by the language supporting SSPs in the original resolution, we believe that the discarding of syringes inappropriately poses a public health and safety risk and threatens the continued viability of SSPs in Burlington. This may prove to be an effective communication tool and behavioral deterrent rooted in mutual respect and shared accountability.

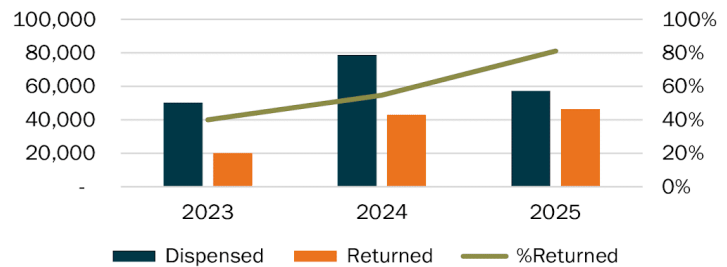
Safe Recovery | Needle Data Jan-24 to Aug-25

	Dispensed	Returned	%
Jan-24	97,364	97,460	100%
Feb-24	85,108	82,879	97%
Mar-24	72,311	55,616	77%
Apr-24	81,647	25,327	31%
May-24	83,334	15,836	19%
Jun-24	72,439	85,956	119%
Jul-24	82,752	16,793	20%
Aug-24	91,346	18,379	20%
Sep-24	80,480	28,489	35%
Oct-24	71,034	30,143	42%
Nov-24	62,708	10,879	17%
Dec-24	63,586	48,578	76%
Jan-25	66,330	71,773	108%
Feb-25	46,257	65,051	141%
Mar-25	69,035	21,293	31%
Apr-25	57,615	43,612	76%
May-25	48,542	34,105	70%
Jun-25	57,443	29,231	51%
Jul-25	60,301	58,330	97%
Aug-25	52,115	47,986	92%

Dispensed

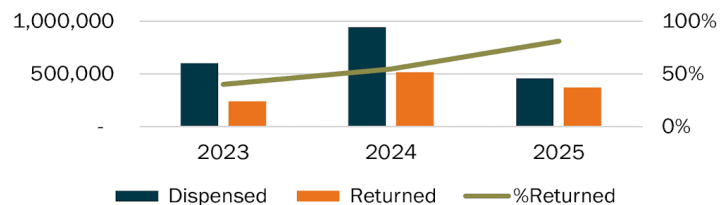


Monthly Average



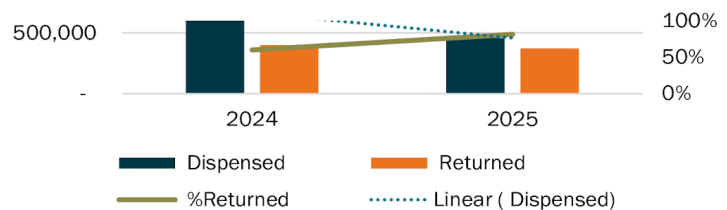
Monthly Average	Dispensed	Returned	%Returned
2023	50,117	20,068	40%
2024	78,676	43,028	55%
2025	57,205	46,423	81%

Annual



Annual	Dispensed	Returned	%Returned
2023	601,400	240,817	40%
2024	944,109	516,335	55%
2025	457,638	371,381	81%

Jan - Aug



Jan - Aug	Dispensed	Returned	%Returned
2024	666,301	398,246	60%
2025	457,638	371,381	81%

As you will see, the data shows we are seeing an increased number of syringes being returned. We believe this is due to increased education and more diligent conversations between staff and clients about returning syringes. Please note data is estimated.

3. **Recommend that the council request the Department of Health audit and analyze the cost of accidental needle sticks to employers, individuals, and insurers.**
 - a. CDNR heard testimony from a downtown employee who experienced an accidental needle stick while cleaning up syringe litter at the workplace, which has become a regular part of their job. This individual talked about the impact on their life but also the sheer cost of the preventative drugs they had to be prescribed that their employer had to pay for, beyond the Emergency Room bill.
 - b. Request that when this data is available, that it be forwarded to the Council.

Improve syringe litter data tracking mechanisms

1. **Recommend that the council instruct that the city add a quantitative box to SeeClickFix so that the number of needles can be included when syringe litter reports are made.**
2. **Recommend that the city encourage the public, business community, and others to submit all known incidents of syringe litter to SeeClickFix or another centralized data tool.**
3. **Recommend that the city request the Department of Health launch a system whereby the public, employers, and the UVM Medical Center can report needle stick incidents.**
 - a. CDNR was unable to find any accessible tool whereby those who have been victim to accidental needle sticks can report the incident. Understanding how and where these are occurring will be helpful data to have. In addition, CDNR sees this as a matter of class-conscious equity as many individuals who are experiencing these events are performing jobs such as landscaping, custodial work, property maintenance and management, trash and recycling handling, and other jobs that traditionally may be paid significantly below Burlington's median income levels. CDNR wishes to create space for those voices and stories to better understand the impact of syringe litter in our community and underscore that their experiences and safety matters.

Increase the number of used syringe collection sites

1. **Recommend that the city request a report within 6 months on the impact of additional disposal boxes recently purchased by the Board of Health, which are placed in key hot spots in the city.**
 - a. We support efforts by volunteer groups and the Board of Health to expand secure syringe collection receptacles in hot spots.
 - b. CDNR believes that some local businesses may also support hosting a box as part of a pilot project to provide more safe disposal options in our downtown core.

- c. CDNR feels strongly that these sites should not be expanded rapidly beyond this initial pilot, until a report on the impact of these pilot sites is completed and has been shared with CDNR and/or the Council.

Support sustainable, community-powered syringe clean-up efforts

1. **Recommend that the council support the efforts of Theresa Vezina and the Mayor's office to provide early-stage operational and organizational support to volunteer groups currently operating community-driven syringe litter clean-up efforts.**
 - a. Theresa Vezina, Burlington's Special Assistant on Overdose Prevention Center Implementation, has begun providing operational guidance, training, and coordination to several community-led syringe clean-up efforts in partnership with Howard Center and other providers, which CDNR believes is important and vital to ensure longer-term viability of such efforts.
 - b. We support allocating a modest amount of city financial resources to this backbone coordination and support for volunteer-led syringe litter clean-up efforts to kickstart this effort and set it up for success.
 - c. We also recommend supporting the efforts by volunteer groups and the Board of Health to expand secure syringe collection receptacles in hot spots and to engage volunteers in managing those additional receptacles.
 - d. We recommend asking clean-up volunteers to report back using a standard form after each shift on the number of syringes collected and location, and that the city maintain this data as a supplement to SeeClickFix data.
2. **Recommend that the city not assume permanent support of the aforementioned work of Theresa Vezina and the Mayor's office, but rather that the AHS field rep and Dept. of Health offload that in due time to the SSPs and the Dept. of Health.**
3. **Recommend that the city explore partnership opportunities with the Community Justice Center (CJC) to support syringe litter clean-up efforts.**
 - a. We see an opportunity to integrate syringe litter clean-up efforts with workforce development and/or recovery employment programs currently underway at the CJC, as well as community service hours as part of deferred adjudication. The CJC has expressed an openness to this as well.

Better mitigate known hot spots for public safety concerns

1. **Recommend that the Department of Public Works and the Burlington Parks, Recreation, and Waterfront Department identify and prioritize the clean-up of hazardous abandoned campsites or outdoor waste where syringes may be present and posing environmental risk.**

- a. The Council should engage appropriate city departments and the public to identify places where syringes may be present that are presenting an environmental hazard, particularly abandoned campsites or illegal dump sites especially around waterways or environmentally sensitive spaces or those near schools, playgrounds, parks, the waterfront, and the bike path. The departments and volunteer groups should then make a coordinated clean up effort.
 - b. We recommend doing this before winter snow sets in and downed leaves make it easier to see and access wooded spaces.
2. **Recommend that the council request the Burlington Police Department to increase enforcement of drug dealing in the most-impacted neighborhoods around the Howard Center Safe Recovery Site on Clarke Street.**
 - a. We have consistently heard testimony from neighborhood residents both to the Council and at CDNR that drug dealing has increased in and around the Clarke Street neighborhood for a variety of reasons. We believe that the residents who have spoken up want and deserve increased police presence and deterrent efforts in the area. CDNR wants to be clear that we agree there are a multitude of factors that are likely contributing to this dynamic that go beyond the Howard Center site.

Enhance oversight of Safe Syringe Programs (SSPs)

1. **Recommend that the council require SSPs operating in Burlington to activate an advisory committee with the support of the AHS field rep.**
 - a. *This is taken directly from their long-standing operating guides from 2012 and 2025:* The organization that implements a syringe exchange program shall convene an advisory committee meeting quarterly for the first two years of the exchange's operation. If the SEP operates for two years without incident, and at the end of these two years has no unresolved issues identified by the community advisory board, the SEP will be allowed to hold meetings at least once a year and as needed. This advisory committee will provide guidance to the syringe exchange program, and will support communication between the syringe exchange program and the community. The advisory committee should consist of individuals who can support the program in reaching the goals of syringe exchange and maintain the safety of the consumers. The following may be invited to attend the community advisory meetings: • SEP staff • health care workers and the public • former injection drug users • staff from a drug treatment facilities in the catchment area of the syringe exchange program • business owners • community leaders • law enforcement • other individuals and organizations in the entire service area – including the area served through outreach. The syringe exchange program shall demonstrate good faith efforts to maintain open communication with the community at large, including local government, health care providers, law enforcement, and others about the scope

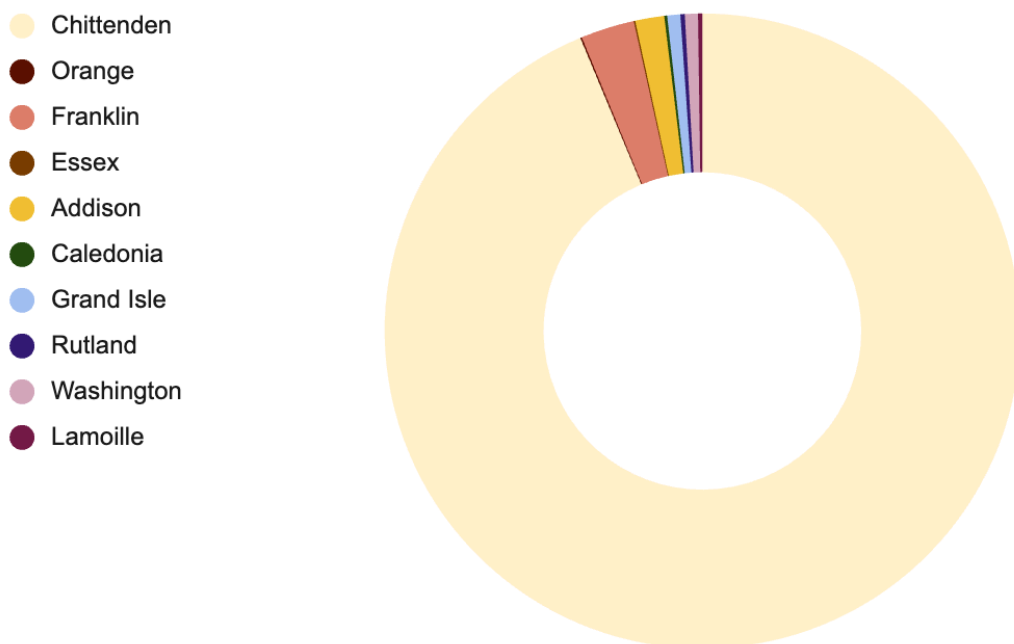
of services provided by the syringe exchange program. The advisory meetings may be an appropriate venue for this.

- b. CDNR received verbal commitment from Howard Center leadership who attended our September meeting that they were also interested in pursuing this.
 - c. Councilor Litwin found several instances where data or supplemental narratives submitted to the Vermont Department of Health were either concerning enough that technical assistance should have been offered or provided, or flagged additional questions.
 - i. i.e., in Q2 of 2025, the Howard Center reported that over 350 of their clients had been mass-evicted from the Motel program that quarter alone, however that number seemed high when compared with State reporting of those numbers being 100 adults and 60 children for Chittenden County, and 800 adults and 300 children Statewide.
 - ii. i.e., data for treatment referrals appears to be alarmingly low, so much so that it calls into question whether even the Operating Manual protocols are being followed consistently at that location.
 - iii. i.e., Following the Council's unanimous resolution charging the Board of Health with reviewing the operational effectiveness of SSPs and their efforts to mitigate syringe litter, it was reported by Howard Center back to the Department of Health that they have, "experienced strain from external forces, particularly investigation from the Burlington city council on the effectiveness of harm reduction programs." **CDNR wants to reiterate that the Council has consistently held since we passed this [resolution in October 2024](#), that, "syringe exchange programs play a critical role in harm reduction, reduce the spread of disease and infection, and support individuals in managing substance use while also providing education and resources to address the environmental impact of improperly discarded syringes." Our committee believes oversight and analysis is an essential part of program improvement and longevity—particularly when operational aspects of that program have resulted in negative impacts for others.**
2. **Recommend that the council ask the AHS field rep to audit patient identifiers where single-visit syringe provision is high and if these visits constitute violations of their operating rules.**
- a. Operating Rule: Syringe exchange will only take place in a person to person interaction between the client and program staff and volunteers. Syringes or other safer injection supplies will not be mailed.
 - i. *Anecdotally, Councilor Litwin has heard that some individuals may be acquiring large numbers of syringes "rigs" and then reselling them on the street. Since Safe Recovery is open most days, it may be increasingly necessary to give out smaller batches of syringes to avoid this dynamic and increase the number of one-on-one touchpoints or opportunities for*

recovery. This would also be an opportunity to improve syringe return rates.

- b. Testimony by Howard Center leadership at the CDNR September meeting indicated that larger numbers of syringes are being provided to non-Burlington residents who use the SSP site on Clarke Street and these individuals are sometimes returning upwards of 5,000 syringes at a time. CDNR believes this practice should be looked at more closely by the Department of Health and that Franklin County residents should be utilizing their mobile SSP for pick-ups.
- c. CDNR believes that the Department of Health should also deaggregate SSP service users from within Chittenden County to better understand how other communities could benefit from mobile SSPs as well.

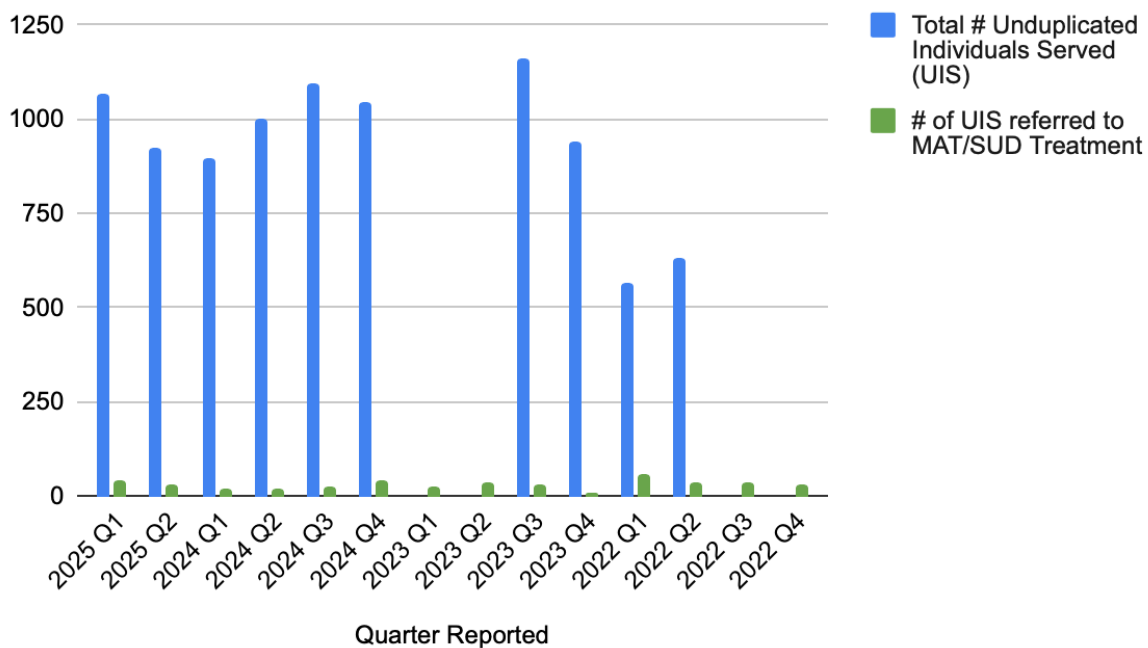
2025 Howard Center SSP Users by County



- 3. **Recommend that the council ask the AHS field rep to investigate why SSP referrals and accessing of substance use disorder treatment programs are so low and consider setting a performance improvement plan in this area. Engage recovery service providers such as Turning Point of Chittenden County in the evaluation.**
 - a. Program staff and volunteers must be able to refer individuals to prevention programs related to transmission of HIV, viral hepatitis and other blood-borne and sexually transmitted diseases if this training cannot be offered on site. Syringe exchange programs shall also provide information and referrals including access to substance abuse treatment programs.

- b. During CDNR's September meeting, the Howard Center staff who attended questioned whether the referral data was fully accurate. This referral data was taken directly from quarterly status reports provided by the Howard Center to the Department of Health. Howard Center said they would look for additional data they thought might not be covered in their QSRs however they never provided that data by the time of publication of CDNR's final recommendations. Councilor Litwin reminded them of this in an email on 9/24/25 and Howard Center advised they'd be sending the data and a response to the CDNR meeting from Beth Holden in an email on 9/25/25.

2025-2022 MAT/SUD Treatment Referral Rate



4. **Recommend that the council request that the AHS field rep forward reports to the council twice per year and that the AHS field rep work with CDNR to identify key performance indicators the council has a particular interest in receiving updates on. Require SSPs operating in Burlington to participate in this. Communication should be improved, transparent, and accountable.**

a. Referring to section B (6 & 7) of the Operating Guidelines:

- i. The syringe exchange program shall demonstrate cooperation with the advisory committee. This cooperation will be demonstrated by tracking, and providing to the VDH advisory committee meeting attendance records, agendas, meeting minutes, and any other collaborative information.
- ii. The syringe exchange program shall demonstrate its methods of communication with the community at large, including local government,

health care providers, parents, business community, law enforcement, and general public. Examples of this would be through submitting quarterly reports to VDH on referrals made, trainings conducted, meetings with the community and updates on other program issues.

5. **Recommend that the City Council request the AHS field rep require syringe numbers collected and distributed be reported in their QSR reports and ask that this be forwarded on to the council.**
 - a. Currently the number of syringes distributed and collected are not being reported in publicly accessible Quality Service Reports (QSRs). CDNR had to request this information directly from the Howard Center. We recommend that these numbers be transparently accessible to the public and that the Council receive these in the updates referenced in recommendation 4 of this section.
6. **Recommend that the council take the proper legal steps to require that any SSPs operating in Burlington submit a syringe litter mitigation and clean-up plan to the council before Spring 2026.**
 - a. **In 2024 alone, the Howard Center Safe Recovery site documented approximately 427,774 unaccounted for syringes. That is over 35,000 syringes missing from the system every month.** While this does not mean they are all disposed of inappropriately or even in Burlington, we believe that likely a substantial number of those are in our community's streets, parks, wooded areas, waterways, sewers, and trash system. Ultimately, CDNR believes that if Burlington is being asked to support this harm reduction initiative by locating the services here, we also expect that the funders and providers of the syringes be primarily responsible for their mitigation and clean-up and bear the costs of any reasonable efforts so as not to further burden an already beleaguered municipal budget and public.
 - b. In Howard Center's Q3 2023 QSR to the Department of Health, Safe Recovery wrote, "Syringe Litter has increased and there has been a lot of community feedback and scrutiny of our services." However, we were unable to find evidence that Howard Center asked for technical assistance, support, or additional funding from the State in dealing with the issue.
 - c. CDNR believes that the Department of Health should be amply funding intentional initiatives to incentivize the return of syringes by SSP service users. Howard Center moved away from providing gift cards to providing snacks, which we do not believe is a sufficient motivator. This could also incentivize the clean-up of improperly discarded syringes. If properly funded, SSPs and community partners could potentially lead clean-up crews where gift cards or other strong incentives are provided.

Explore integration opportunities for SSPs with the Overdose Prevention Center (OPC) as part of the OPC planning process

1. **Recommend that the council explore requiring the co-location of SSP services in the new Overdose Prevention Center (OPC) once open.**
 - a. Howard Center's Safe Recovery building on Clarke Street resides within the Neighborhood Revitalization Strategy Area (NRSA), as identified by the US Department of Housing and Urban Development, opening up more potential uses and funding for that space. We believe this is an opportunity for Howard Center to transition the location at 45 Clarke Street to become much-needed recovery housing with the right support and funding from federal, state, and local partners. Given the nature of the neighborhood complaints, the sheer number of syringes necessary now to support those addicted to modern-day drugs like Fentanyl, the dense residential environment, and the difficulty Howard Center experiences managing occurrences off-property, CDNR feels that this may no longer be an appropriate location for an SSP and this deserves ongoing monitoring and analysis by the City. Our Committee urges the City to work intentionally and expeditiously to explore co-location or relocation options.
 - b. **Request that CEDO offer technical assistance and collaborative support to the Howard Center to locate and apply for available [federal] funding to convert 45 Clarke Street into recovery housing.**

APPENDIX

Councilor Schachter conducted a SWOT analysis of three syringe litter clean-up programs to inform our work. A brief overview of each program is below, and is followed by a visual summary of the findings. The program referenced earlier in this report that is led by Theresa Vezina and the Mayor's office most closely represents Portland's AdoptOneBlock model. It's also important to note that for all of these programs, and for any program the City of Burlington adopts, handling used syringes involves risk of injuries or infection. It requires PPE, training, and materials to ensure safe disposal. Any accident can lead to liability concerns or reduced public trust, so implementation of appropriate training and safety protocols is of paramount importance. As referenced in our recommendations, we also see an important role for the Department of Health to play in launching, supporting, and maintaining an initiative like this, while also partnering with Burlington's business community and municipal leaders.

Boston's Community Syringe Redemption Program (CSRP)

This program pays enrolled adults a small cash incentive to return used syringes as a way of reducing unsafe needle litter in public spaces. Launched in December 2020, the program quickly expanded to multiple neighborhoods and collected over 5 million syringes, averaging over 5,000 daily. In addition to syringe collection, CSRP distributes masks, naloxone, and serves as a point of engagement for people who use drugs. The program also appears to have reduced citywide service requests for needle cleanup by roughly 50%. The program's funding from pandemic relief sources ended at the end of 2024, but it has been revived as part of Boston's Back2Work program. While this program provides a low-barrier, low-threshold income opportunity, it also requires fairly extensive funding and logistical oversight to operate.

Philadelphia's Project Reach

This is a harm-reduction-oriented sanitation initiative under Philadelphia's Substance Use Prevention & Harm Reduction (SUPHR) division that focuses on neighborhoods most affected by substance use. With oversight from dedicated City staff, this program removes discarded syringes and other drug-related litter, provides general trash cleanup, distributes naloxone and fentanyl test strips, and offers educational materials and referrals to supportive services. A component of the program, Block2Block (B2B), uses "same-day pay" employment to engage community members in cleanup work, including safe syringe disposal. Project Reach also operates several public needle drop-box locations, and works to expand public restroom and biohazard cleanup services to reduce harms from human waste.

Portland, Oregon's AdoptOneBlock

AdoptOneBlock is a volunteer-driven cleanup initiative that empowers community volunteers to "adopt" a block (or more) to keep clean on their own schedule, with free cleanup supplies delivered to them when needed. The program has grown to over 10,000 Block Ambassadors adopting more than 12,000 blocks, removing hundreds of gallons of litter, debris, and trash, while also fostering stronger neighborhood connections. It also organizes larger scale cleanups (Block Brigade and "We Believe in Portland" events) in coordination with businesses and community groups for areas needing more heavy lifting. This program offers the lowest cost per

syringe collected and has the greatest community-building impact of the programs researched for this report.

SWOT Analysis

Dimension	Boston — Community Syringe Redemption Program (CSRP)	Philadelphia — Project Reach	Portland — AdoptOneBlock
Primary Focus	Syringe and harm-reduction litter removal through cash incentives	Syringe, trash, and biohazard cleanup integrated with harm-reduction and outreach	General litter cleanup (some syringe handling) via volunteer stewardship
Program Type	Incentive-based (cash per syringe)	Paid low-barrier employment + harm reduction services	Volunteer-based civic engagement
Scale / Reach	~5 million syringes collected (2020–2024)	Tens of thousands of syringes per year; multiple teams citywide	12,000+ blocks adopted across Oregon/Washington
Strengths	Extremely high collection volume; direct reduction in syringe litter; creates economic participation opportunities for individuals; links to harm-reduction supplies	Integrates cleanup with public health; same-day pay jobs; cross-agency collaboration; builds skills and engagement	Low-cost, scalable, community-driven; free supplies for volunteers; high geographic reach; encourages civic pride
Weaknesses	Funding-intensive; potential for misuse; requires strong logistics and oversight	Complex coordination; limited employment duration; resource constraints	Not syringe-specific; uneven volunteer participation; limited hazardous-waste expertise; safety risk without training
Opportunities	Integrate with workforce development or treatment referrals; data-driven targeting; partnerships for sustainability	Expand same-day employment; increase sharps boxes/restrooms; broaden partnerships	Add training/resources for hazardous waste; partner with harm-reduction agencies; incentivize volunteers
Threats	Political opposition or funding cuts; legal/liability risks; safety incidents	Public stigma and political resistance; worker safety hazards; budget volatility	Volunteer burnout; uneven coverage; liability concerns
Funding Model	Public health grants, philanthropic support	City-funded (SUPHR) + grants	Donations, sponsorships, community partnerships
Sustainability Rating	Moderate — requires ongoing funding stream	Moderate–High — publicly integrated program	High — low-cost volunteer structure
Impact on Syringe Litter (Direct)	Very High	High	Moderate
Integration with Harm Reduction Services	High	Very High	Low
Community Engagement	Moderate	High	Very High
Cost per Impact Unit (relative)	High	Medium	Low

Lori Olberg

25 OCT 7 AM EST

From: VLCT Events & Trainings <info@vlct.org>
Sent: Tuesday, October 7, 2025 7:31 AM
To: Lori Olberg
Subject: October VLCT Training

FOR INFORMATION ONLY

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

October Training & Events

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

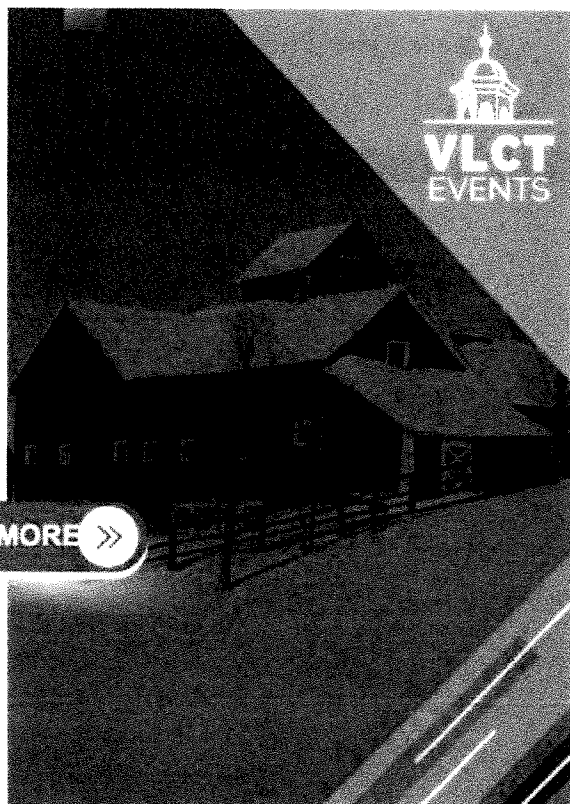


Saturday
November 8

SHORT TERM RENTAL POLICY RETREAT

Register now for this special **November retreat**. Municipal leaders will explore the legal, regulatory, and market impacts of short-term rentals.

LEARN MORE >>



MON	TUE	WED	THU	FRI
10/6	10/7	10/8	10/9	10/10
	3 - 4:30 PM VLCT, PACIF, & VERB Annual Meeting	8:00 - 4:30 Town Fair Register Onsite		
10/13	10/14	10/15	10/16	10/17

Lori Olberg

25 OCT 8 45 AM

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Tuesday, October 7, 2025 5:15 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	Minor information related to this activity has been changed. This could be a change to: permit/other ID; Activity Name; Staff Contact; Activity Description; and/or SPAN number. Please visit the ENB to view the changes on the activity profile.	2025-10-07	Draft Decision - Public Comment Period
					The administrative record set for this activity has been modified. Please		

Lori Olberg

BCA Appeals to Property Valuation and Review

From:
Sent:
To:

Hewett, Tara <Tara.Hewett@vermont.gov>
 Wednesday, October 8, 2025 10:19 AM
 addisontown@gmavt.net; albanytct@gmail.com; dchoiniere; clerk@vermontel.net;
 susan.paustian@arlingtonvermont.org; townoffice@athensvt.gov;
 townclerk_bakersfield@comcast.net; baltimorevt; barnardto@gmail.com;
 townclerk@barnetvt.org; clerk@barrecity.org; tlunt@barretown.org;
 bartontownoffice@gmail.com; townclerk@townofbelviderevt.com;
 cbarbeau@benningtonvt.org; bensonclerk@myottmail.com;
 townclerk@berkshirevt.com; townclerk@berlinvt.gov; betheltownclerk@comcast.net;
 townofbloomfieldvt@gmail.com; townclerk@boltonvt.com; clerk@bradfordvt.gov;
 braintreetownclerk@gmail.com; clerktreas@brandonvermont.gov;
 hfrancis@brattleboro.gov; clerk@bridgewatervt.org; bridporttown@gmavt.net;
 townclerk@brightonvt.gov; clerk@bristolvt.org; Godfrey, Teresa; brook763
 @comcast.net; browningtontc@comcast.net; bruns321@sover.net;
 burke@burkevermont.org; burlingtontownclerk; tc@cabotvt.us;
 townclerk@calaisvermont.gov; dana@cambridgevt.org; clerktreas@canaan-vt.org;
 townclerk@castletonvt.org; d.mcnamara@comcast.net;
 townofcharlestonvt@comcast.net; mary@townofcharlotte.com;
 town.clerk@chelseavt.us; amie.record@chestervt.gov; clerk@chittendenvt.org;
 clarendonclerk@comcast.net; jgraeter@colchestervt.gov; townclerk@concordvt.org;
 townclerk@corinthvt.org; townclerk@cornwallvt.com; clerk@coventryvt.org;
 craftsbury@gmail.com; danbytownclerk@vermontel.net; townclerk@danvillevt.gov;
 derbytownclerk@derbyvt.org; dorsetclerk@gmail.com; townclerk@doververmont.com;
 townclerk@dummerston.org; townclerk@duxburyvermont.com; tclerk1790@gmail.com;
 clerk@eastmontpeliervt.org; melissa@edenvt.org; slacasse@elmorevt.org;
 townclerk@enosburghvt.org; smcnamarahill@essexjunction.org; clerk@essex.org;
 townclerk@fairhavenvt.gov; clerk@fairfax-vt.gov; linda@fairfieldvermont.us;
 townclerk@fairleevt.gov; faystontc@madrivervt.com; pam.cousino@ferrisburghvt.org;
 town@fletchervt.net; townoff@franklinvt.net; townclerk@townofgeorgia.com;
 glovertc@comcast.net; townclerk@goshenvt.org; krecord@graftonvt.org;
 townofgranby@myfairpoint.net; m.boutin@grandislevt.gov; granvilletown@gmavt.net;
 townclerk@greensborovt.gov; townclerk@grotonvt.com; townclerk@guildhallvt.org;
 townclerk@guilfordvt.gov; halifaxtownclerk@gmail.com; townclerk@hancockvt.org;
 tonia.chase@hardwickvt.gov; loneil@hartford-vt.org; hartlandtownclerk@hartlandvt.org;
 wdusablon@highgatevt.org; hroberts@hinesburg.org; holland1805@hotmail.com;
 clrkhubb@gmail.com; huntingtonclerk@gmavt.net; Kim; clerk@townofira.com;
 irasburgtc; townclerk@islelamotte.gov; townclerk@jamaicavermont.org;
 townofjay@comcast.net; jerichovermont@yahoo.com; raudibert@townofjohnson.com;
 peggy@killingtontown.com; townclerk.kirbyvermont@gmail.com;
 clerk@landgrove.vermont.gov; townclerk; lemitown@myfairpoint.net;
 clerk@lincolnvermont.org; townclerk@londonderryvt.org; cpion@lowelltown.org; Cook,
 Ulla; townclerk@lunenburg-gilmanvt.gov; Dwyer, DawnR;
 maidstonetownclerk@gmail.com; a.sheldon@manchester-vt.gov;
 townclerk@marlborovt.us; clerk@marshfieldvt.gov; clerk@mendonvt.gov;
 kmott@townofmiddlebury.org; clerk@middlesexvermont.org;
 middletown@vermontel.net; kbeers@miltonvt.gov; townclerk@monktonvt.com;
 municipalclerkmontgomery; jodum@montpelier-vt.org; Brown, Cherilyn;
 tmorganvt@comcast.net; shaskins@morristownvt.gov; mthollytc@yahoo.com;
 townclerk@moundtaborvt.gov; newhavenclerk@gmavt.net;
 newarktownclerk@gmail.com; clerk@newburyvt.org; tclerknewfane@newfanevt.com;

Lori Olberg

From: Vermont Health Connect <ahs.vthealthconnect@vermont.gov>
Sent: Wednesday, October 8, 2025 10:25 AM
To: burlingtontownclerk
Subject: Vermont's Open Enrollment starts 11/1

FOR OFFICIAL USE ONLY

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

[View this email in your browser](#)

FOR OFFICIAL USE ONLY
ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 07/25/2018 BY 60322



In this issue...

- Three things to know for Open Enrollment
- Support Vermont's Small Businesses and Non-Profits
- How you can help

Despite the Federal Government shutdown, Open Enrollment will start November 1. And there are big changes. This newsletter is dedicated to Vermonters need to know about Open Enrollment. The support also extends to small businesses and non-profits who are looking out for employees and their families.

Open Enrollment 2026 -- Three things Vermonters need to know

Lori Olberg

From: ANR - ENB Administrator <ANR.ENBAdministrator@vermont.gov>
Sent: Thursday, October 9, 2025 5:15 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
Wetlands Determination	Community Sailing Center-Burlington	2025-0387.D	Owen Milne	Burlington	In Review

Changes to Activities I'm Following

Activity Type	Activity/Project Name	Permit # / ID	Applicant	Town	Most Recent Update	Date	Status
Wetlands Determination	Community Sailing Center-Burlington	2025-0387.D	Owen Milne	Burlington	The administrative record set for this activity has been modified. Please visit the ENB to view the activity profile.	2025-10-09	In Review

Lori Olberg

From: VLCT News <info@vlct.org>
Sent: Tuesday, October 14, 2025 3:48 PM
To: Lori Olberg
Subject: Compensation Data, Free Technical Finance Support, Many Events, and more

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

[News](#)

[Resources](#)

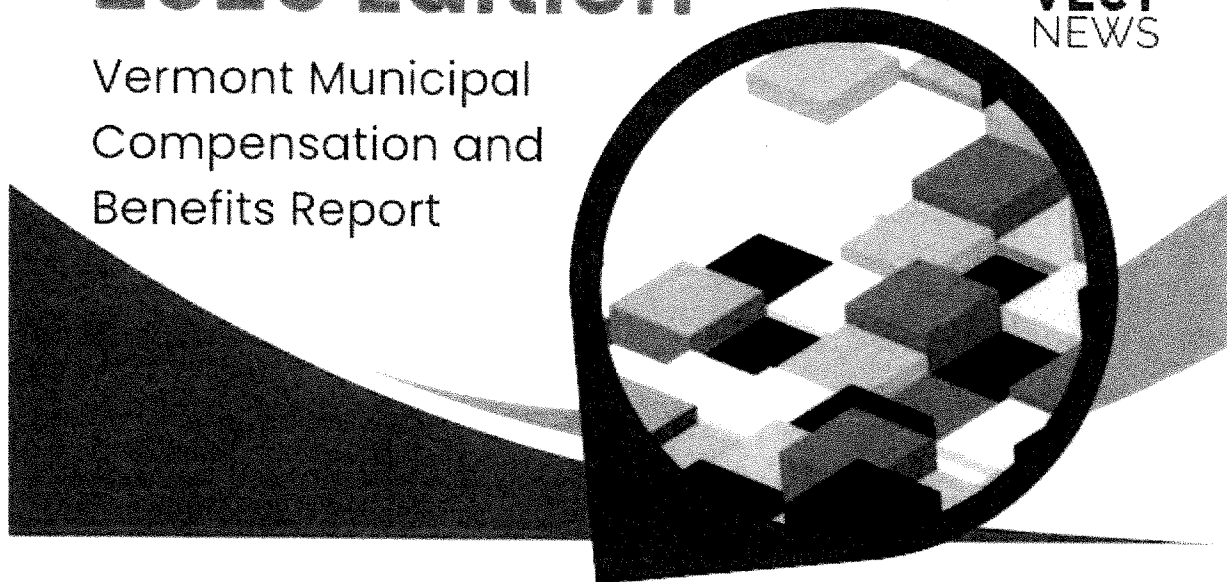
[Events](#)

[Advocacy](#)

[Jobs](#)

Now Available 2025 Edition

Vermont Municipal
Compensation and
Benefits Report



The municipalities that responded to this year's survey have already received digital access via email and will soon receive one bound print via U.S. Mail. They can now order additional prints – and others may order both digital and print formats – through our online store, to support data-driven budgetary decisions.

Announcements & Updates

The Members Choice Winner of the Town Report Contest Is ...

Guilford's town report received the most votes by members, whether online or in person at Town Fair, of the nine finalists determined by the panel of judges. You can still see all finalists online.

Lori Olberg

From: John Summa <heterodoxguy@gmail.com>
Sent: Tuesday, October 14, 2025 3:54 PM
To: Act250 - Essex
Cc: David Mullin; Kinnick, Christopher; Anthony Stout; Benjamin Traverse; Andrew Montroll; permitting@ccrpcvt.org; Burlington Town Clerk; Sarah Montgomery; Lori Olberg; ANR - Act 250; Murphy, Barry; PSD - VTDPs; AOT - Act 250; AGR - Act 250; ACCD - Project Review; Monaghan, Stephanie
Subject: Re: 4C0122-12 Hearing Recess Order

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

Attached please find my Recess Rebuttal to HRO Submissions by Mr. Stout. I have uploaded all exhibits to GlobalScape, including video clips. I have copied here all parties related to HC0122-12.

Sincerely,

John Summa

 _Recess Rebuttal by John Summa

Resolution Relating to

AUTHORIZATION FOR CAPITAL PUBLIC
IMPROVEMENT INFRASTRUCTURE BONDS – MARCH 4,
2025 VOTER AUTHORIZATION

RESOLUTION_____

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

CITY OF BURLINGTON

In the year Two Thousand Twenty Five

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

1 That WHEREAS, at a special meeting held on March 4, 2025, voters of the City of Burlington, by in excess
2 of 2/3rds of the voters voting at such meeting, authorized the City Council to issue general obligation bonds or
3 notes in one or more series in an aggregate principal amount not to exceed Twenty Million Dollars and 00/100
4 (\$20,000,000.00) for the purpose of funding capital improvement infrastructure projects of the City and its
5 departments in furtherance of the City’s 5-Year Capital Plan (the “Projects”); and
6 WHEREAS, the City Council now intends to approve the issuance of general obligation bonds or notes
7 in a principal amount not to exceed Seven Million Dollars (\$7,000,000), to be issued in one or more series to
8 finance a portion of the Projects for the City and its departments (the “Bonds”); and
9 WHEREAS, the City expects to engage in the process of soliciting proposals from qualified
10 underwriting firms and financial institutions to sell, in a competitive or negotiated sale, the Bonds to finance
11 the Projects; and
12 WHEREAS, the City intends to use the proceeds of tax-exempt bonds or other debt to pay the costs of
13 the Projects, and may incur some capital costs prior to the issuance of the Bonds to finance the Projects of the
14 City and its departments;
15 NOW, THEREFORE, BE IT RESOLVED that the City Council has determined that it is necessary to
16 pledge the credit of the City and to issue the Bonds in connection therewith in the principal amount not to
17 exceed Seven Million Dollars (\$7,000,000); and
18 BE IT FURTHER RESOLVED that such Bonds may be sold in a private placement, public offering,
19 competitive sale, or negotiated sale with one or more underwriters or underwriting firms, and may be sold and
20 issued together with other general obligation bonds of the City; and
21 BE IT FURTHER RESOLVED that the pledging of the City’s credit for such Bonds is hereby
22 authorized, with the amount of indebtedness and the form of the evidence of indebtedness to be issued, the
23 interest rates, and payment schedule to be determined by the Chief Administrative Officer; provided that the

true interest cost for the Bonds as determined by the Chief Administrative Officer, the Director of Finance, or the Assistant Director of Finance shall not exceed six and one-half percent (6.50%) per annum; and

BE IT FURTHER RESOLVED that in the event that the true interest cost of the Bonds would exceed six and one-half percent (6.50%) per annum, the prior approval of the City's Board of Finance shall be required; and

BE IT FURTHER RESOLVED that the Bonds, when issued and delivered, shall be valid and binding general obligations of the City payable according to the terms and tenor thereof from unlimited *ad valorem* taxes duly assessed on the grand list of all taxable property in the City; and

BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance are, and each one of them is, hereby authorized and directed to prepare one or more Official Statements of the City as they deem necessary in the City's best interest. The Mayor, the Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance are, and each one of them is, hereby authorized to execute and deliver one or more final Official Statements and to execute and deliver such agreements approved as to form by legal counsel, including one or more bond purchase agreement with the underwriter or underwriters for the Bonds, continuing disclosure certificates, certificates as to use of proceeds and all other documents, agreements and instruments necessary or convenient in connection with the issuance of the Bonds; and

BE IT FURTHER RESOLVED that, in order to obtain efficiency in the issuance of such Bonds, reduce transaction expenses, and seek the potential opportunity for more favorable interest rates, the Chief Administrative Officer may combine the issuance of the Bonds in one or more series with other bonds or notes as authorized by the City Council for other capital projects; and

BE IT FURTHER RESOLVED that, if in the opinion of the Chief Administrative Officer it is desirable and in the City's best interest to obtain bond insurance for the Bonds, the Mayor, the Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance are, and each one of them is, hereby authorized to enter into such agreements and instruments approved as to form by legal counsel with the bond insurer in order to obtain bond insurance for the Bonds; and

BE IT FURTHER RESOLVED that it is the official intent of the City Council to reimburse some capital expenditures made during the City's 2026 fiscal year in furtherance of the Projects, in an amount not to exceed \$1,000,000 in the aggregate, with the proceeds of tax-exempt bonds, in accordance with the

53 requirements of Section 1.150-2 of the Treasury Regulations adopted under the Internal Revenue Code of
54 1986, as amended; and

55 BE IT FURTHER RESOLVED that the City reasonably expects on the date hereof that it will
56 reimburse such expenditures with the proceeds of tax-exempt bonds; and

57 BE IT FURTHER RESOLVED that the City’s Chief Administrative Officer, the Director of Finance,
58 and the Assistant Director of Finance are each further authorized to declare additional notices of official intent
59 to reimburse capital expenditures made in furtherance of the Projects with the proceeds of tax-exempt bonds.

60

61 TM/Resolutions 2025/Authorization for Capital Public Improvement Infrastructure Bonds
62 10/16/25



DEPARTMENT OF FINANCE & ADMINISTRATION City of Burlington

City Hall, 149 Church Street, Burlington, VT 05401 (802) 865-7000

MEMORANDUM

TO: Board of Finance and City Council

FROM: Darlene Bayko, Assistant Director of Finance
Brad Kukenberger, Director of Finance

DATE: Sept 29 & Oct 21, 2025

RE: Approval of Resolution for Annual Borrowing for FY26

Overview

The DFA presents this Resolution for Capital Improvement Bonds FY26 borrowing for capital needs, specifically a resolution for \$7M capital improvement infrastructure bond. This is the first borrowing that is part of the voter-approved \$20M general obligation bonds for the capital improvement plan from Town Meeting Day 2025.

Please note that DFA expects the true interest cost for any and all financing to be less than 6.5% and we will come back to the Board of Finance for additional approval if the true interest cost exceeds 6.5%.

Board of Finance Motion

Move to approve and recommend that the City Council adopt resolution related to FY26 capital improvement bonds borrowing.

City Council Motion

To waive the reading and to approve the attached resolution.

Fund	Project	Sub-Project	GO Bond (2025A)	GO Bond (2025A)	Annual CIP (2025A)
802 - Fleet					
Fund Total:				\$3,000,000.00	
803 - I&T	Software Projects	New World Replace			\$200,000.00
Fund Total:			\$0.00		\$200,000.00
810 - Facilities	Contingency	Emergency			\$250,000.00
	Firehouse Gallery	Rolling Grills			\$50,000.00
	645 Pine	Fuel Depot Engineering			\$50,000.00
	Fire Stations	FS 1 Kitchen Renov			\$150,000.00
	Fire Stations	FS 3 Bay Floor Engineering			\$50,000.00
811 - City Hall	Construction Contract	HVAC			\$350,000.00
Fund Total:			\$0.00	\$0.00	\$900,000.00
830 - Parks Sp Projects	Boathouse Improvements	Dredging/Construction			\$100,000.00
	North Beach	Pull-Through Project			\$150,000.00
	Systemwide	Playground Surfacing			\$50,000.00
Fund Total:			\$0.00		\$300,000.00
841 - Trans Planning	Planning	Data Collection			\$28,000.00
	Planning	Construction & Imp			\$172,000.00
Fund Total:			\$0.00		\$200,000.00
842 - Streets/Sidewalk	Street Paving	Preventative Maintenance	\$50,000.00		
	Street Paving	CY25 Paving Contract	\$2,450,000.00		
	Sidewalk Maintenance	CY25 Sidewalk Contract	\$1,500,000.00		\$200,000.00
Fund Total:			\$4,000,000.00		\$200,000.00
843 - Vtrans Gants	Winooski Bridge	Local Match			\$200,000.00
Fund Total:			\$0.00		\$200,000.00
Total:			\$4,000,000.00	\$3,000,000.00	\$2,000,000.00

Board of Finance and City Council Submission Checklist

Department: Department of Finance and Administration Submitter: Darlene Bayko
 Title/Subject: FY26 Annual Bonding

	Approval:	Meeting Date:
☒	Board of Finance	9/29/2025
☒	City Council	10/21/2025
☐	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	09/23/2025	Katherine Schad
Mayor's Office informed and approved memo	Yes	09/24/2025	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	9/18/2025	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?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	N/A	
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	

Resolution Relating to

**AUTHORIZATION FOR CAPITAL PUBLIC
IMPROVEMENT INFRASTRUCTURE BONDS – MARCH 4,
2025 VOTER AUTHORIZATION**

RESOLUTION 4.15

Sponsor(s): Bd. of Finance

Introduced: 10/21/25

Referred to: _____

Action: adopted

Date: 10/21/25

Signed by Mayor: 10/23/25

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, at a special meeting held on March 4, 2025, voters of the City of Burlington, by in excess
2 of 2/3^{rds} of the voters voting at such meeting, authorized the City Council to issue general obligation bonds or
3 notes in one or more series in an aggregate principal amount not to exceed Twenty Million Dollars and 00/100
4 (\$20,000,000.00) for the purpose of funding capital improvement infrastructure projects of the City and its
5 departments in furtherance of the City's 5-Year Capital Plan (the "Projects"); and

6 WHEREAS, the City Council now intends to approve the issuance of general obligation bonds or notes
7 in a principal amount not to exceed Seven Million Dollars (\$7,000,000), to be issued in one or more series to
8 finance a portion of the Projects for the City and its departments (the "Bonds"); and

9 WHEREAS, the City expects to engage in the process of soliciting proposals from qualified
10 underwriting firms and financial institutions to sell, in a competitive or negotiated sale, the Bonds to finance
11 the Projects; and

12 WHEREAS, the City intends to use the proceeds of tax-exempt bonds or other debt to pay the costs of
13 the Projects, and may incur some capital costs prior to the issuance of the Bonds to finance the Projects of the
14 City and its departments;

15 NOW, THEREFORE, BE IT RESOLVED that the City Council has determined that it is necessary to
16 pledge the credit of the City and to issue the Bonds in connection therewith in the principal amount not to
17 exceed Seven Million Dollars (\$7,000,000); and

18 BE IT FURTHER RESOLVED that such Bonds may be sold in a private placement, public offering,
19 competitive sale, or negotiated sale with one or more underwriters or underwriting firms, and may be sold and
20 issued together with other general obligation bonds of the City; and

21 BE IT FURTHER RESOLVED that the pledging of the City's credit for such Bonds is hereby
22 authorized, with the amount of indebtedness and the form of the evidence of indebtedness to be issued, the
23 interest rates, and payment schedule to be determined by the Chief Administrative Officer; provided that the

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

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

Adopted by the City Council

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

..... Clerk

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

..... Mayor

Vol. Page

* * * * *

AUTHORIZATION FOR CAPITAL PUBLIC IMPROVEMENT
INFRASTRUCTURE BONDS – MARCH 4, 2025 VOTER
AUTHORIZATION

true interest cost for the Bonds as determined by the Chief Administrative Officer, the Director of Finance, or the Assistant Director of Finance shall not exceed six and one-half percent (6.50%) per annum; and

BE IT FURTHER RESOLVED that in the event that the true interest cost of the Bonds would exceed six and one-half percent (6.50%) per annum, the prior approval of the City's Board of Finance shall be required; and

BE IT FURTHER RESOLVED that the Bonds, when issued and delivered, shall be valid and binding general obligations of the City payable according to the terms and tenor thereof from unlimited *ad valorem* taxes duly assessed on the grand list of all taxable property in the City; and

BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance are, and each one of them is, hereby authorized and directed to prepare one or more Official Statements of the City as they deem necessary in the City's best interest. The Mayor, the Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance are, and each one of them is, hereby authorized to execute and deliver one or more final Official Statements and to execute and deliver such agreements approved as to form by legal counsel, including one or more bond purchase agreement with the underwriter or underwriters for the Bonds, continuing disclosure certificates, certificates as to use of proceeds and all other documents, agreements and instruments necessary or convenient in connection with the issuance of the Bonds; and

BE IT FURTHER RESOLVED that, in order to obtain efficiency in the issuance of such Bonds, reduce transaction expenses, and seek the potential opportunity for more favorable interest rates, the Chief Administrative Officer may combine the issuance of the Bonds in one or more series with other bonds or notes as authorized by the City Council for other capital projects; and

BE IT FURTHER RESOLVED that, if in the opinion of the Chief Administrative Officer it is desirable and in the City's best interest to obtain bond insurance for the Bonds, the Mayor, the Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance are, and each one of them is, hereby authorized to enter into such agreements and instruments approved as to form by legal counsel with the bond insurer in order to obtain bond insurance for the Bonds; and

BE IT FURTHER RESOLVED that it is the official intent of the City Council to reimburse some capital expenditures made during the City's 2026 fiscal year in furtherance of the Projects, in an amount not to exceed \$1,000,000 in the aggregate, with the proceeds of tax-exempt bonds, in accordance with the

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

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

Adopted by the City Council

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

..... Clerk

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

..... Mayor

Vol. Page

Attest:

* * * * *

requirements of Section 1.150-2 of the Treasury Regulations adopted under the Internal Revenue Code of 1986, as amended; and

BE IT FURTHER RESOLVED that the City reasonably expects on the date hereof that it will reimburse such expenditures with the proceeds of tax-exempt bonds; and

BE IT FURTHER RESOLVED that the City's Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance are each further authorized to declare additional notices of official intent to reimburse capital expenditures made in furtherance of the Projects with the proceeds of tax-exempt bonds.

TM/Resolutions 2025/Authorization for Capital Public Improvement Infrastructure Bonds
10/16/25

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

Authorization for Capital Public Improvement Infrastructure Bonds - March 4, 2025

Voter Authorization

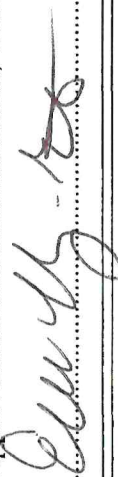
.....

Adopted by the City Council

October 21, 2025

 Clerk

Approved October 23, 2025

 Mayor

Attest:

Vol. Page

* * * * *

Resolution Relating to

AUTHORIZATION FOR PUBLIC IMPROVEMENT
BONDS FOR SCHOOL DISTRICT
CAPITAL IMPROVEMENTS –
MARCH 7, 2017 VOTER AUTHORIZATION

RESOLUTION_____

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

CITY OF BURLINGTON

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

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

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- That WHEREAS, on March 7, 2017, voters of the City of Burlington approved a ballot question and authorized the City Council to issue general obligation bonds or notes in an aggregate principal amount not to exceed Nineteen Million Dollars and 00/100 (\$19,000,000.00) for the purpose of accomplishing capital improvements at each of the school district's buildings in order to eliminate or substantially reduce the deferred maintenance of such buildings in order to preserve their value for future educational use; and
- WHEREAS, at a special meeting of the City of Burlington held on November 8, 2022, voters of the City of Burlington approved the use of the proceeds of the general obligation bonds or notes authorized under the March 7, 2017 voter approval for the construction of facilities for Burlington High School;
- WHEREAS, pursuant to such voter authorization, the City previously issued its \$300,000 General Obligation Public Improvement Bonds, Series 2017C, its \$6,000,000 General Obligation Public Improvement Bonds Series, 2018B, its \$2,000,000 General Obligation Public Improvement Bonds, Series 2023A, and its \$7,700,000 General Obligation Public Improvement Bonds, Series 2024A, for the Burlington School District; and
- WHEREAS, the Chair of the Board of School Commissioners of the Burlington School District has requested that the City Council issue general obligation bonds or notes in a principal amount not to exceed Three Million Dollars (\$3,000,000) pursuant to the March 7, 2017 voter authorization to finance capital improvements, additions and replacements to Burlington High School and Burlington Technical Center, including new construction (the “Project”); and
- WHEREAS, while the School Department is managed by the Board of School Commissioners (the “Board”), whose members are separately elected from the City Council, the City Council is responsible for the issuance of bonds for school purposes; and
- WHEREAS, the Board is required under the City Charter to allocate sufficient funds for the payment of the principal and interest due or coming due on City bonds issued for school purposes; and

24 WHEREAS, the City Council, upon the request of the Board, wishes to approve the issuance of such
25 general obligation public improvement bonds in a principal amount not to exceed Three Million Dollars
26 (\$3,000,000) pursuant to the March 7, 2017 voter authorization;

27 NOW, THEREFORE, BE IT RESOLVED that the City Council has determined that it is necessary to
28 pledge the credit of the City in an aggregate principal amount not to exceed Three Million Dollars and 00/100
29 (\$3,000,000.00) and to issue general obligation public improvement bonds or notes for such purpose (the
30 “Bonds”); and

31 BE IT FURTHER RESOLVED that such Bonds may be sold in a private placement, competitive
32 public offering, or negotiated sale with one or more underwriters or underwriting firms, and may be sold and
33 issued with the other general obligation bonds or notes approved by the City Council;

34 BE IT FURTHER RESOLVED that the pledging of the City's credit for such Bonds is hereby
35 authorized, with the amount of indebtedness and the form of the evidence of indebtedness to be issued, the
36 interest rates, and payment schedule to be further determined by the Chief Administrative Officer; provided
37 that the true interest cost for the Bonds as determined by the Chief Administrative Officer, shall not exceed six
38 and one-half percent (6.50%) per annum; and

39 BE IT FURTHER RESOLVED that in the event the true interest cost of the Bonds would exceed six
40 and one-half percent (6.50%) per annum, the prior approval of the City's Board of Finance shall be required;
41 and

42 BE IT FURTHER RESOLVED that the Bonds, when issued and delivered, shall be valid and binding
43 general obligations of the City payable according to the terms and tenor thereof from unlimited ad valorem
44 taxes duly assessed on the grand list of all taxable property in the City and from the Burlington School District
45 funds received from the State of Vermont Education Fund; and

46 BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of
47 Finance, and the Assistant Director of Finance are, and each one of them is, hereby authorized and directed to
48 prepare one or more Official Statements of the City as they deem necessary in the City's best interest. The
49 Mayor, the Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance are,
50 and each one of them is, hereby authorized to execute and deliver one or more final Official Statements and to
51 execute and deliver such agreements approved as to form by legal counsel, including one or more bond
52 purchase agreement with the underwriter or underwriters for the Bonds, continuing disclosure certificates,

certificates as to use of proceeds and all other documents, agreements and instruments necessary or convenient
in connection with the issuance of the Bonds; and

BE IT FURTHER RESOLVED that in order to obtain efficiency in the issuance of the Bonds, reduce
transaction expenses, and seek the potential opportunity for more favorable interest rates, the Chief
Administrative Officer may combine the issuance of the Bonds in one or more series with other bonds or notes
as authorized by the City Council for other capital projects; and

BE IT FURTHER RESOLVED that if in the opinion of the Chief Administrative Officer, it is
desirable and in the City's best interest to obtain bond insurance for the Bonds, the Mayor, the Chief
Administrative Officer, the Director of Finance, and the Assistant Director of Finance are, and each one of
them is, hereby authorized to enter into such agreements and instruments approved as to form by legal counsel
with the bond insurer in order to obtain bond insurance for the Bonds.

TM/Resolutions 2025/Authorization for Public Improvement Bonds for School District Capital Improvements -- March 7, 2017 Voter
Authorization
10/16/25

Board of Finance and City Council Submission Checklist

Department: Department of Finance and Administration Submitter: Darlene Bayko
 Title/Subject: FY26 BSD Annual Bonding

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	10/21/2025

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	10/15/2025	Katherine Schad
Mayor's Office informed and approved memo	Yes	10/16/2025	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	10/16/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	10/15/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

MEMORANDUM

To: Burlington City Council
From: Clare Wool, Chair, Burlington Board of School Commissioners
CC: Nathan Lavery, Executive Director of Finance and Operations
Date: 10/14/2025
Subject: FY26 Bonding Authorization

The purpose of this memorandum is to support Burlington School District's request to execute bonding in the amount of \$19,000,000 as part of the City of Burlington's pending bond issuance.

All proceeds from this issuance are intended to support the BHS/BTC construction project. In the event that any bond proceeds remain unspent at the conclusion of the project, such funds will be used to finance capital improvements, additions, renovations and replacements for school district facilities.

The following is a list of the relevant voter authorizations:

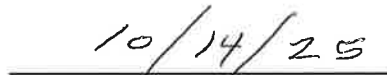
1. \$2 million annual charter-authorized amounts going towards the BHS/BTC project ,
2. \$14 million of the November 2022 voter authorization going towards the BHS/BTC project,
3. \$3 million from the March 2017 voter authorization going towards the BHS/BTC project (note: this exhausts the 2017 authorization).

The Board of School Commissioners' FY26 budget development process included an assessment of expected capital borrowing costs and estimated debt service increases, which were incorporated into the final budget amount adopted by the Board with the understanding that the City of Burlington would conduct the actual borrowing. The Board adopted this budget on January 21, 2025 and the total budget amount was approved by voters on March 4, 2025.

It is on this basis that, as Chair of the Board of School Commissioners, I respectfully request that the City Council issue Nineteen Million Dollars (\$19,000,000) of general obligation bonds.



Clare Wool, Chair of the Board of School Commissioners



Date

Resolution Relating to

**AUTHORIZATION FOR PUBLIC IMPROVEMENT
BONDS FOR SCHOOL DISTRICT
CAPITAL IMPROVEMENTS –
MARCH 7, 2017 VOTER AUTHORIZATION**

RESOLUTION^{4.16}

Sponsor(s): Bd. of Finance

Introduced: 10/21/25

Referred to: _____

Action: adopted

Date: 10/21/25

Signed by Mayor: 10/23/25

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, on March 7, 2017, voters of the City of Burlington approved a ballot question and
2 authorized the City Council to issue general obligation bonds or notes in an aggregate principal amount not to
3 exceed Nineteen Million Dollars and 00/100 (\$19,000,000.00) for the purpose of accomplishing capital
4 improvements at each of the school district's buildings in order to eliminate or substantially reduce the
5 deferred maintenance of such buildings in order to preserve their value for future educational use; and

6 WHEREAS, at a special meeting of the City of Burlington held on November 8, 2022, voters of the
7 City of Burlington approved the use of the proceeds of the general obligation bonds or notes authorized under
8 the March 7, 2017 voter approval for the construction of facilities for Burlington High School;

9 WHEREAS, pursuant to such voter authorization, the City previously issued its \$300,000 General
10 Obligation Public Improvement Bonds, Series 2017C, its \$6,000,000 General Obligation Public Improvement
11 Bonds Series, 2018B, its \$2,000,000 General Obligation Public Improvement Bonds, Series 2023A, and its
12 \$7,700,000 General Obligation Public Improvement Bonds, Series 2024A, for the Burlington School District;
13 and

14 WHEREAS, the Chair of the Board of School Commissioners of the Burlington School District has
15 requested that the City Council issue general obligation bonds or notes in a principal amount not to exceed
16 Three Million Dollars (\$3,000,000) pursuant to the March 7, 2017 voter authorization to finance capital
17 improvements, additions and replacements to Burlington High School and Burlington Technical Center,
18 including new construction (the "Project"); and

19 WHEREAS, while the School Department is managed by the Board of School Commissioners (the
20 "Board"), whose members are separately elected from the City Council, the City Council is responsible for the
21 issuance of bonds for school purposes; and

22 WHEREAS, the Board is required under the City Charter to allocate sufficient funds for the payment
23 of the principal and interest due or coming due on City bonds issued for school purposes; and

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

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

Adopted by the City Council

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

..... Clerk

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

..... Mayor

Vol. Page

* * * * *

WHEREAS, the City Council, upon the request of the Board, wishes to approve the issuance of such general obligation public improvement bonds in a principal amount not to exceed Three Million Dollars (\$3,000,000) pursuant to the March 7, 2017 voter authorization;

NOW, THEREFORE, BE IT RESOLVED that the City Council has determined that it is necessary to pledge the credit of the City in an aggregate principal amount not to exceed Three Million Dollars and 00/100 (\$3,000,000.00) and to issue general obligation public improvement bonds or notes for such purpose (the "Bonds"); and

BE IT FURTHER RESOLVED that such Bonds may be sold in a private placement, competitive public offering, or negotiated sale with one or more underwriters or underwriting firms, and may be sold and issued with the other general obligation bonds or notes approved by the City Council;

BE IT FURTHER RESOLVED that the pledging of the City's credit for such Bonds is hereby authorized, with the amount of indebtedness and the form of the evidence of indebtedness to be issued, the interest rates, and payment schedule to be further determined by the Chief Administrative Officer; provided that the true interest cost for the Bonds as determined by the Chief Administrative Officer, shall not exceed six and one-half percent (6.50%) per annum; and

BE IT FURTHER RESOLVED that in the event the true interest cost of the Bonds would exceed six and one-half percent (6.50%) per annum, the prior approval of the City's Board of Finance shall be required; and

BE IT FURTHER RESOLVED that the Bonds, when issued and delivered, shall be valid and binding general obligations of the City payable according to the terms and tenor thereof from unlimited ad valorem taxes duly assessed on the grand list of all taxable property in the City and from the Burlington School District funds received from the State of Vermont Education Fund; and

BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance are, and each one of them is, hereby authorized and directed to prepare one or more Official Statements of the City as they deem necessary in the City's best interest. The Mayor, the Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance are, and each one of them is, hereby authorized to execute and deliver one or more final Official Statements and to execute and deliver such agreements approved as to form by legal counsel, including one or more bond purchase agreement with the underwriter or underwriters for the Bonds, continuing disclosure certificates,

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

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

Adopted by the City Council

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

..... Clerk

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

..... Mayor

Vol. Page

* * * * *

certificates as to use of proceeds and all other documents, agreements and instruments necessary or convenient
in connection with the issuance of the Bonds; and

BE IT FURTHER RESOLVED that in order to obtain efficiency in the issuance of the Bonds, reduce
transaction expenses, and seek the potential opportunity for more favorable interest rates, the Chief
Administrative Officer may combine the issuance of the Bonds in one or more series with other bonds or notes
as authorized by the City Council for other capital projects; and

BE IT FURTHER RESOLVED that if in the opinion of the Chief Administrative Officer, it is
desirable and in the City's best interest to obtain bond insurance for the Bonds, the Mayor, the Chief
Administrative Officer, the Director of Finance, and the Assistant Director of Finance are, and each one of
them is, hereby authorized to enter into such agreements and instruments approved as to form by legal counsel
with the bond insurer in order to obtain bond insurance for the Bonds.

TM/Resolutions 2025/Authorization for Public Improvement Bonds for School District Capital Improvements -- March 7, 2017 Voter
Authorization
10/16/25

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

Authorization for Public Improvement Bonds for School District Capital
Improvements - March 7, 2017 Voter Authorization

.....

Adopted by the City Council

October 21 25
....., 20.....

 Clerk

Approved October 23 25
....., 20.....

 Mayor

Attest:

Vol. Page

* * * * *

Resolution Relating to

AUTHORIZATION FOR SCHOOL DISTRICT CAPITAL
IMPROVEMENT BONDS FOR BURLINGTON HIGH
SCHOOL – NOVEMBER 8, 2022 VOTER
AUTHORIZATION

RESOLUTION _____

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

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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

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

- 1 That WHEREAS, at a special meeting held on November 8, 2022, voters of the City of Burlington
2 authorized the City Council to issue general obligation bonds or notes in one or more series in an aggregate
3 principal amount not to exceed One Hundred Sixty-Five Million Dollars and 00/100 (\$165,000,000.00) for the
4 purpose of making capital improvements to Burlington High School and Burlington Technical Center,
5 including new construction (the “Project”); and
6 WHEREAS, by resolution adopted July 24, 2023, the City Council approved the issuance of up to an
7 aggregate principal amount of One Hundred Thirty Million Dollars (\$130,000,000) of bonds or notes, in one
8 or more series, pursuant to the November 8, 2022 voter approval, of which Forty Million Dollars
9 (\$40,000,000) in principal amount was to be used to refinance a prior note issued in anticipation of issuance of
10 a bond, which bonds were issued on September 13, 2023 as part of the City’s General Obligation Public
11 Improvement Bonds, Series 2023A; and
12 WHEREAS, by resolution adopted July 15, 2024, the City Council approved the issuance of up to an
13 aggregate principal amount of Fifteen Million Dollars (\$15,000,000) of bonds or notes, in one or more series,
14 pursuant to the November 8, 2022 voter approval, which bonds were issued on October 8, 2024 as part of the
15 City’s General Obligation Public Improvement Bonds, Series 2024A,
16 WHEREAS, while the School Department is managed by a Board of School Commissioners, whose
17 members are separately elected from the City Council, the City Council is responsible for the issuance of
18 bonds for school purposes; and
19 WHEREAS, the Board of School Commissioners is required under the City Charter to allocate
20 sufficient funds for the payment of the principal and interest due or coming due on City bonds issued for
21 school purposes; and
22 WHEREAS, the Chair of the Board of School Commissioners has requested that the City Council
23 approve the issuance of Fourteen Million Dollars (\$14,000,000) of bonds or notes pursuant to the November
24 8, 2022 voter approval, for the Project; and
25 WHEREAS, the City Council now wishes to approve the issuance of up to an aggregate principal
26 amount of Fourteen Million Dollars (\$14,000,000) of bonds or notes, in one or more series, pursuant to the

AUTHORIZATION FOR SCHOOL DISTRICT CAPITAL IMPROVEMENT
BONDS FOR BURLINGTON HIGH SCHOOL – NOVEMBER 8, 2022
VOTER AUTHORIZATION

27 November 8, 2022 voter approval, with the expectation that additional amounts may be issued at later dates,
28 subject to the maximum amount approved by the voters at the November 8, 2022 special meeting of the City;
29 NOW, THEREFORE, BE IT RESOLVED that the City Council has determined that it is necessary to
30 pledge the credit of the City and to issue bonds or notes, in one or more series, in an aggregate principal
31 amount not to exceed Fourteen Million Dollars and 00/100 (\$14,000,000.00) (the “Bonds”), to finance costs of
32 the Project, as approved by the voters at the November 8, 2022 meeting; and
33 BE IT FURTHER RESOLVED that such Bonds may be sold in a private placement, public offering, or
34 negotiated sale with one or more lenders, underwriters or underwriting firms; may be sold and issued with
35 other general obligation bonds or notes approved by the City Council; and, if issued through a negotiated
36 offering, the City may enter into a loan agreement or bond purchase agreement approved as to form by legal
37 counsel with the lender or the underwriter, as the case may be, for such purpose; and
38 BE IT FURTHER RESOLVED that the pledging of the City’s credit for such Bonds is hereby
39 authorized, with the amount of indebtedness and the form of the evidence of indebtedness to be issued, the
40 interest rates, and payment schedule, to be further determined by the Chief Administrative Officer, the
41 Director of Finance, or the Assistant Director of Finance; provided that the true interest cost for the Bonds as
42 determined by the Chief Administrative Officer shall not exceed six and one-half percent (6.50%) per annum;
43 and
44 BE IT FURTHER RESOLVED that in the event that the true interest cost of the Bonds would exceed
45 six and one-half percent (6.50%) per annum, the prior approval of the City’s Board of Finance shall be
46 required; and
47 BE IT FURTHER RESOLVED that the Bonds, when issued and delivered, shall be valid and binding
48 general obligations of the City payable according to the terms and tenor thereof from unlimited *ad valorem*
49 taxes duly assessed on the grand list of all taxable property in the City and from the Burlington School District
50 funds received from the State of Vermont Education Fund; and
51 BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of
52 Finance, and the Assistant Director of Finance are, and each one of them is, hereby authorized and directed to
53 prepare one or more official statement(s) of the City, as they deem necessary in the City’s best interest. The
54 Mayor, the Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance are,
55 and each one of them is, hereby authorized to execute and deliver one or more final official statements and to
56 execute and deliver such agreements approved as to form by legal counsel, including one or more loan
57 agreements or bond purchase agreements with the lender, underwriter or purchaser of the Bonds, certificates

AUTHORIZATION FOR SCHOOL DISTRICT CAPITAL IMPROVEMENT
BONDS FOR BURLINGTON HIGH SCHOOL – NOVEMBER 8, 2022
VOTER AUTHORIZATION

as to use of proceeds and all other documents, agreements and instruments as may be necessary or convenient in connection with the issuance of the Bonds; and

BE IT FURTHER RESOLVED that if, in the opinion of the Chief Administrative Officer, it is desirable and in the City's best interest to obtain bond insurance for the Bonds, the Mayor, the Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance are, and each one of them is, hereby authorized to enter into such agreements and instruments approved as to form by legal counsel with the bond insurer in order to obtain bond insurance for the Bonds; and

BE IT FURTHER RESOLVED that, in order to obtain efficiency in the issuance of such Bonds, reduce transaction expenses, and seek the potential opportunity for more favorable interest rates, the Chief Administrative Officer may combine the issuance of the Bonds in one or more series with other bonds or notes as authorized by the City Council for other capital projects.

TM/Resolutions 2025/Authorization for School District Capital Improvement Bonds for Burlington High School – November 8, 2022 Voter
Authorization
10/16/25

MEMORANDUM

To: Burlington City Council
From: Clare Wool, Chair, Burlington Board of School Commissioners
CC: Nathan Lavery, Executive Director of Finance and Operations
Date: 10/14/2025
Subject: FY26 Bonding Authorization

The purpose of this memorandum is to support Burlington School District's request to execute bonding in the amount of \$19,000,000 as part of the City of Burlington's pending bond issuance.

All proceeds from this issuance are intended to support the BHS/BTC construction project. In the event that any bond proceeds remain unspent at the conclusion of the project, such funds will be used to finance capital improvements, additions, renovations and replacements for school district facilities.

The following is a list of the relevant voter authorizations:

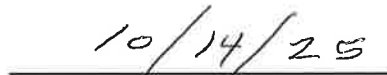
1. \$2 million annual charter-authorized amounts going towards the BHS/BTC project ,
2. \$14 million of the November 2022 voter authorization going towards the BHS/BTC project,
3. \$3 million from the March 2017 voter authorization going towards the BHS/BTC project (note: this exhausts the 2017 authorization).

The Board of School Commissioners' FY26 budget development process included an assessment of expected capital borrowing costs and estimated debt service increases, which were incorporated into the final budget amount adopted by the Board with the understanding that the City of Burlington would conduct the actual borrowing. The Board adopted this budget on January 21, 2025 and the total budget amount was approved by voters on March 4, 2025.

It is on this basis that, as Chair of the Board of School Commissioners, I respectfully request that the City Council issue Nineteen Million Dollars (\$19,000,000) of general obligation bonds.



Clare Wool, Chair of the Board of School Commissioners



Date

Board of Finance and City Council Submission Checklist

Department: Department of Finance and Administration Submitter: Darlene Bayko
 Title/Subject: FY26 BSD Annual Bonding

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	10/21/2025

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	10/15/2025	Katherine Schad
Mayor's Office informed and approved memo	Yes	10/16/2025	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	10/16/2025	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	10/15/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

Resolution Relating to

AUTHORIZATION FOR SCHOOL DISTRICT CAPITAL
IMPROVEMENT BONDS FOR BURLINGTON HIGH
SCHOOL – NOVEMBER 8, 2022 VOTER
AUTHORIZATION

RESOLUTION 4.17

Sponsor(s): Bd. of Finance

Introduced: 10/21/25

Referred to: _____

Action: adopted

Date: 10/21/25

Signed by Mayor: 10/23/25

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, at a special meeting held on November 8, 2022, voters of the City of Burlington
2 authorized the City Council to issue general obligation bonds or notes in one or more series in an aggregate
3 principal amount not to exceed One Hundred Sixty-Five Million Dollars and 00/100 (\$165,000,000.00) for the
4 purpose of making capital improvements to Burlington High School and Burlington Technical Center,
5 including new construction (the “Project”); and

6 WHEREAS, by resolution adopted July 24, 2023, the City Council approved the issuance of up to an
7 aggregate principal amount of One Hundred Thirty Million Dollars (\$130,000,000) of bonds or notes, in one
8 or more series, pursuant to the November 8, 2022 voter approval, of which Forty Million Dollars
9 (\$40,000,000) in principal amount was to be used to refinance a prior note issued in anticipation of issuance of
10 a bond, which bonds were issued on September 13, 2023 as part of the City’s General Obligation Public
11 Improvement Bonds, Series 2023A; and

12 WHEREAS, by resolution adopted July 15, 2024, the City Council approved the issuance of up to an
13 aggregate principal amount of Fifteen Million Dollars (\$15,000,000) of bonds or notes, in one or more series,
14 pursuant to the November 8, 2022 voter approval, which bonds were issued on October 8, 2024 as part of the
15 City’s General Obligation Public Improvement Bonds, Series 2024A,

16 WHEREAS, while the School Department is managed by a Board of School Commissioners, whose
17 members are separately elected from the City Council, the City Council is responsible for the issuance of
18 bonds for school purposes; and

19 WHEREAS, the Board of School Commissioners is required under the City Charter to allocate
20 sufficient funds for the payment of the principal and interest due or coming due on City bonds issued for
21 school purposes; and

22 WHEREAS, the Chair of the Board of School Commissioners has requested that the City Council
23 approve the issuance of Fourteen Million Dollars (\$14,000,000) of bonds or notes pursuant to the November
24 8, 2022 voter approval, for the Project; and

25 WHEREAS, the City Council now wishes to approve the issuance of up to an aggregate principal
26 amount of Fourteen Million Dollars (\$14,000,000) of bonds or notes, in one or more series, pursuant to the

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

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

Adopted by the City Council

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

..... Clerk

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

..... Mayor

Vol. Page

* * * * *

AUTHORIZATION FOR SCHOOL DISTRICT CAPITAL IMPROVEMENT
BONDS FOR BURLINGTON HIGH SCHOOL – NOVEMBER 8, 2022
VOTER AUTHORIZATION

November 8, 2022 voter approval, with the expectation that additional amounts may be issued at later dates, subject to the maximum amount approved by the voters at the November 8, 2022 special meeting of the City;

NOW, THEREFORE, BE IT RESOLVED that the City Council has determined that it is necessary to pledge the credit of the City and to issue bonds or notes, in one or more series, in an aggregate principal amount not to exceed Fourteen Million Dollars and 00/100 (\$14,000,000.00) (the “Bonds”), to finance costs of the Project, as approved by the voters at the November 8, 2022 meeting; and

BE IT FURTHER RESOLVED that such Bonds may be sold in a private placement, public offering, or negotiated sale with one or more lenders, underwriters or underwriting firms; may be sold and issued with other general obligation bonds or notes approved by the City Council; and, if issued through a negotiated offering, the City may enter into a loan agreement or bond purchase agreement approved as to form by legal counsel with the lender or the underwriter, as the case may be, for such purpose; and

BE IT FURTHER RESOLVED that the pledging of the City’s credit for such Bonds is hereby authorized, with the amount of indebtedness and the form of the evidence of indebtedness to be issued, the interest rates, and payment schedule, to be further determined by the Chief Administrative Officer, the Director of Finance, or the Assistant Director of Finance; provided that the true interest cost for the Bonds as determined by the Chief Administrative Officer shall not exceed six and one-half percent (6.50%) per annum; and

BE IT FURTHER RESOLVED that in the event that the true interest cost of the Bonds would exceed six and one-half percent (6.50%) per annum, the prior approval of the City’s Board of Finance shall be required; and

BE IT FURTHER RESOLVED that the Bonds, when issued and delivered, shall be valid and binding general obligations of the City payable according to the terms and tenor thereof from unlimited *ad valorem* taxes duly assessed on the grand list of all taxable property in the City and from the Burlington School District funds received from the State of Vermont Education Fund; and

BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance are, and each one of them is, hereby authorized and directed to prepare one or more official statement(s) of the City, as they deem necessary in the City’s best interest. The Mayor, the Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance are, and each one of them is, hereby authorized to execute and deliver one or more final official statements and to execute and deliver such agreements approved as to form by legal counsel, including one or more loan agreements or bond purchase agreements with the lender, underwriter or purchaser of the Bonds, certificates

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

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

Adopted by the City Council

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

..... Clerk

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

..... Mayor

Vol. Page

* * * * *

AUTHORIZATION FOR SCHOOL DISTRICT CAPITAL IMPROVEMENT
BONDS FOR BURLINGTON HIGH SCHOOL – NOVEMBER 8, 2022
VOTER AUTHORIZATION

as to use of proceeds and all other documents, agreements and instruments as may be necessary or convenient in connection with the issuance of the Bonds; and

BE IT FURTHER RESOLVED that if, in the opinion of the Chief Administrative Officer, it is desirable and in the City's best interest to obtain bond insurance for the Bonds, the Mayor, the Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance are, and each one of them is, hereby authorized to enter into such agreements and instruments approved as to form by legal counsel with the bond insurer in order to obtain bond insurance for the Bonds; and

BE IT FURTHER RESOLVED that, in order to obtain efficiency in the issuance of such Bonds, reduce transaction expenses, and seek the potential opportunity for more favorable interest rates, the Chief Administrative Officer may combine the issuance of the Bonds in one or more series with other bonds or notes as authorized by the City Council for other capital projects.

TM/Resolutions 2025/Authorization for School District Capital Improvement Bonds for Burlington High School – November 8, 2022 Voter
Authorization
10/16/25

* * * * *

DISTRIBUTION:

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

ORIGINAL

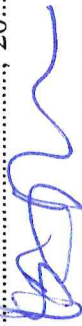
RESOLUTION RELATING TO

Authorization for School District Capital Improvement Bonds for Burlington High
School - November 8, 2022 Voter Authorization

.....

Adopted by the City Council

October 21....., 20²⁵.....



..... Clerk

Approved..... October 23, 20²⁵.....

..... Mayor

Attest:

Vol. Page

* * * * *

Resolution Relating to

FY2026 MUNICIPAL PLANNING GRANT

RESOLUTION_____

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

CITY OF BURLINGTON

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

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

1 That WHEREAS, the City of Burlington is applying for funding as provided for in the FY26 Budget Act
2 and may receive an award of funds under said provisions; and
3 WHEREAS, the Department of Housing and Community Development may offer a Grant Agreement
4 to the City for said funding; and
5 WHEREAS, the City is maintaining its efforts to provide local funds for municipal planning purposes;
6 WHEREAS, the Planning Commission recommends applying for the FY2026 Municipal Planning
7 Grant, as documented in the public meeting minutes of October 14, 2025
8 NOW, THEREFORE, BE IT RESOLVED, that the City Council agrees to the requirements and
9 obligations of the Municipal Planning Grant program, including the commitment to match funds; and
10 BE IT FURTHER RESOLVED that the Planning Director, currently Charles Dillard, is hereby
11 authorized to serve as the Municipal/Authorizing Official for the Grant Electronic Application and Reporting
12 System, and to execute the Grant Agreement and other such documents as may be necessary to secure these
13 funds, subject to City Attorney approval; and
14 BE IT FURTHER RESOLVED that the Principal Planner, currently Sarah Morgan, is hereby
15 designated as the Grant Administrator, responsible for the overall Administrative program activities related to
16 the Municipal Planning Grant program and any subsequent Grant Agreement Provisions; and
17 BE IT FURTHER RESOLVED that the Grants Director, currently Nicole Losch, is hereby authorized
18 to serve as the alternate Municipal/Authorizing Official for the Grant Electronic Application and Reporting
19 System; and
20 BE IT FURTHER RESOLVED that the Planning Director is hereby designated to authorize
21 conforming budget amendments, subject to approval from the Chief Administrative Officer or their designee,
22 and to take such other actions, and to execute such other instruments approved as to form by the City
23 Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby.



To: City Council

From: Sarah Morgan & Charles Dillard, Office of Planning (OCP)
Johanna Schneider & Will Clavelle, Community & Economic Development (CEDO)
Nicole Losch & Sarah Bermingham, Department of Finance & Administration (DFA)

Cc: Planning Commission

Re: FY2026 Municipal Planning Grant Support

Date: October 14, 2025

BACKGROUND

The Vermont Department of Housing and Community Development's Municipal Planning Grant program applications are due November 3, 2025. The OCP, CEDO, and DFA have collaboratively discussed candidates. The projects under consideration include:

- A Comprehensive Economic Development Strategy as part of the *planBTV 2050: Unified Comprehensive Plan*
- Engagement & Deliverables related to the *planBTV 2050: Unified Comprehensive Plan*

The city will request the full \$30,000 and will commit a 10% match. As of this memo's submission, projects are still being vetted based on their overall budgets and ability to provide a local match.

We acknowledge that, following approval from the Planning Commission and City Council, the Office of City Planning applied for and received \$30,000 from the FY2025 Municipal Planning Grant. This funding, along with the \$6,000 match, will also be used as part of the *planBTV 2050: Unified Comprehensive Plan* effort, but has already been dedicated to funding the Scenario Planning component.

REQUEST

We respectfully request that the City Council waive the reading and adopt the Resolution as presented.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Finance & Administration Submitter: Nicole Losch

Title/Subject: FY2026 Municipal Planning Grant Resolution

Approval Requested:

☐ Board of Finance

☒ City Council

☐ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

10/21/2025

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	10/16/2025	Katherine Schad
Mayor's Office	Yes	10/16/2025	Erin Jacobsen
Board/Commission	Yes	10/14/2025	Planning Commission
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	10/15/2025	Erik Ramakrishnan
CAO for budget, financing, and memo	Yes	10/16/2025	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.

Resolution Relating to

FY2026 MUNICIPAL PLANNING GRANT

RESOLUTION 4.18

Sponsor(s): Councilor Traverse

Introduced: Planning Commission

Referred to: _____

Action: adopted

Date: 10/21/25

Signed by Mayor: 10/23/25

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 of Burlington is applying for funding as provided for in the FY26 Budget Act
2 and may receive an award of funds under said provisions; and

3 WHEREAS, the Department of Housing and Community Development may offer a Grant Agreement
4 to the City for said funding; and

5 WHEREAS, the City is maintaining its efforts to provide local funds for municipal planning purposes;

6 WHEREAS, the Planning Commission recommends applying for the FY2026 Municipal Planning
7 Grant, as documented in the public meeting minutes of October 14, 2025

8 NOW, THEREFORE, BE IT RESOLVED, that the City Council agrees to the requirements and
9 obligations of the Municipal Planning Grant program, including the commitment to match funds; and

10 BE IT FURTHER RESOLVED that the Planning Director, currently Charles Dillard, is hereby
11 authorized to serve as the Municipal/Authorizing Official for the Grant Electronic Application and Reporting
12 System, and to execute the Grant Agreement and other such documents as may be necessary to secure these
13 funds, subject to City Attorney approval; and

14 BE IT FURTHER RESOLVED that the Principal Planner, currently Sarah Morgan, is hereby
15 designated as the Grant Administrator, responsible for the overall Administrative program activities related to
16 the Municipal Planning Grant program and any subsequent Grant Agreement Provisions; and

17 BE IT FURTHER RESOLVED that the Grants Director, currently Nicole Losch, is hereby authorized
18 to serve as the alternate Municipal/Authorizing Official for the Grant Electronic Application and Reporting
19 System; and

20 BE IT FURTHER RESOLVED that the Planning Director is hereby designated to authorize
21 conforming budget amendments, subject to approval from the Chief Administrative Officer or their designee,
22 and to take such other actions, and to execute such other instruments approved as to form by the City
23 Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby.

24
25 CNL/Resolutions 2025/FY2026 Municipal Planning Grant
26 October 16, 2025

* * * * *

DISTRIBUTION:

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

Nicole Losch, DFA

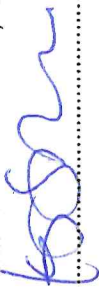
ORIGINAL

RESOLUTION RELATING TO

FY2026 Municipal Planning Grant

Adopted by the City Council

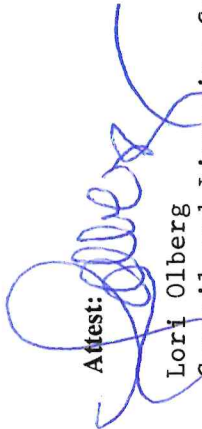
October 21....., 20 25

 Clerk

Approved..... October 23....., 20 25

 Mayor

Attest:


Lori Olberg
Council and Licensing Coordinator

Vol. Page

* * * * *



NEW

ELI-59

Entertainment License -
Indoor

Status: Active

Submitted On: 10/2/2025

Primary Location

230 College Street Unit 13
Burlington, VT 05401

Owner

PARTIZANFILM INC
HOOVER ST 11 BURLINGTON,
VT 05401

Applicant

Brett Yates
 732-673-3875
 brettayates@gmail.com
 11 Hoover St
Burlington, VT 05401

100 w

Patent # 138
10/3/25

Establishment Information

Establishment Name (DBA) * ?

Partizanfilm

Establishment Street Address*

230 COLLEGE ST, UNIT 13

Establishment City, State Zip*

BURLINGTON, VT 05401

Establishment Phone* ?

802-540-1700

Establishment Owner (Legal Name) * ?

Partizanfilm, Inc.

Legal Owner Mailing Street Address*

11 HOOVER ST

Legal Owner Mailing City, State Zip*

BURLINGTON, VT 05401

Contact Person Name* ?

Brett Yates

Contact Email Address*

brettayates@gmail.com

Contact Phone* ?

732-673-3875

Application Information

Occupant Load*

71

Number of Restrooms*

2

Number of Egresses*

2

Date of Last Fire Safety Inspection*

09/19/2025

Dancing by Patrons*

No

Amplified Music*

No

Indoor entertainment Types; Check all that Apply

Live Instrumental Music

☐

Live Vocal Music

☐

Jukebox / Boom Box / Ipad

☐

Disc Jockey

☐

Karaoke

☐

Floor/Stage Show Entertainment

☐

Indoor Entertainment Proposed Days; Check all that Apply

Sunday

☒

Monday

☒

Tuesday

☒

Wednesday

☒

Thursday

☒

Friday

☒

Saturday



Indoor Entertainment Hours

Sunday Start Time*

12:00 Noon

Sunday End Time*

9:00 PM

Monday Start Time*

1:30 PM

Monday End Time*

10:00 PM

Tuesday Start Time*

1:30 PM

Tuesday End Time*

10:00 PM

Wednesday Start Time*

1:30 PM

Wednesday End Time*

10:00 PM

Thursday Start Time*

1:30 PM

Thursday End Time*

10:00 PM

Friday Start Time*

12:00 Noon

Friday End Time*

11:00 PM

Saturday Start Time*

12:00 Noon

Saturday End Time*

11:00 PM

Changes or Corrections to your License Application

Do you have any changes for this year's application?*

No

VT Division of Liquor Control Licenses

First Class Liquor License*

Yes

Second Class Liquor License*

No

Third Class Liquor License*

No

Outside Consumption Permit*

No

Standard Entertainment Permit Conditions

I Attest that I have read the Standard Entertainment Permit Conditions

Digital Signature*

 Brett Alexander Yates
Oct 2, 2025

Certification

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

✓ Brett Alexander Yates
Oct 2, 2025

Attachments

Record Activity

Brett Yates started a draft Record	10/02/2025 at 9:01 pm
Brett Yates submitted Record ELI-59	10/02/2025 at 9:21 pm
OpenGov system altered approval step City Clerk's Office Review, changed status from Inactive to Active on Record ELI-59	10/02/2025 at 9:21 pm
OpenGov system assigned approval step City Clerk's Office Review to Lori Olberg on Record ELI-59	10/02/2025 at 9:21 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
✓ City Clerk's Office Review	10/2/2025, 9:21:04 PM	-	Lori Olberg	-	Active
Ⓢ Entertainment Fee Payment	-	-	Brett Yates	-	Inactive

Label	Activated	Completed	Assignee	Due Date	Status
✓ Fire Marshal Review	-	-	-	-	Inactive
✓ City Council Approval	-	-	-	-	Inactive
📄 Indoor Entertainment License Issuance	-	-	-	-	Inactive



May 1, 2025 ---- April 30, 2026

Fee \$25.00

**CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION**



Indoor

Outdoor

**PART I
ORGANIZATION**

'25 OCT 10 PM 1:44

All information in this section is required

1. Corporation/Sole Proprietor name MCCA Enterprises
2. D/B/A (Business Name) Muddy Waters 3. Bus. Phone (802) 658-0466
4. Business Address 184 Main Street Burlington VT 05401
5. Mailing Address " "
6. Contact person Tierney Minger 7. Contact Phone (802) 793-8342
8. Email contact address Muddywaterscfebtv@gmail.com

**PART II
OPERATION**

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event 11/1/25 - 11/2/25
4. Proposed Hours for this Special Event 8:00 pm - 2:00 am
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way

For this Proposed location please answer the following questions:

- a) Occupancy Load 77 b) # of Restrooms 2 c) # of Egresses 2
- d) Date of last Fire/Safety Check 5/29/25 e) Dancing by Patrons? Yes or No
- f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

Please give DETAILED description of the type of entertainment for which you are applying:

Description Live DJ event at Muddy Waters where
patrons will dance. Alcohol will be served.

pdch# 4719
to 10/14/25
\$25.00

STATEMENT OF APPLICANT: Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief. I have read, understand and agree to comply with all City and State conditions, laws, ordinances, regulations and statutes.

DATE SIGNED: 10/09/25

SIGNATURE OF APPLICANT

PRINT NAME: Tierney Minger

RELATIONSHIP TO BUSINESS owner

OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____

At their meeting of _____, the Burlington City Council License Committee recommended
Approval _____ Denial _____

At their meeting of _____, the Burlington City Council _____ this SPECIAL
entertainment permit application.

1

[Home \(/DLLLicenseManagment/s/\)](#)

Application
DLL - Application - 65858

[Approve](#)[Reject](#)[Applicant Action Required](#)[Town Payment Received](#)[Download](#)**APPLICATION DETAILS****RELATED INFORMATION**

✓ Application Information

DLL - Application Id

DLL - Application - 65858

Business Entity Name

Catamount Tobacco and Convenience LLC

Applicant Email

[peter.garang2@gmail.com \(mailto:peter.garang2@gmail.com\)](mailto:peter.garang2@gmail.com)

Business Entity Phone

315-317-2228

Renewal Application

☐

Foundational License

Town Fee

0

Application Fee

110.00

License/Permit Location Description

Expected start date of Half Year License

Designated Caterers Details

Days Since Last Modified

2

Estimated time period for alcohol

Name and address from whom you purchase

Renewal Change Indicated

☐

Renewal Change Description

URL for Policies & Procedures ⓘ

URL for Duties ⓘ

Send Approval Email

☐

✓ Location Details

Physical Location Name ⓘ

Catamount Tobacco and Convenience LLC

Physical Location Street 1

External Status

Application sent to municipality

Town Clerk/ Municipal Jurisdiction

Burlington

Application Type ⓘ

License

Application Category

Tobacco

Application For

Tobacco License

Historical Id

TOBC

Holding Tobacco License

Not Holding Tobacco License

Applicant Action Comments

Town User Approval/Rejection Comments

Quantity of Alcohol required

what purpose this alcohol is used to be

Where is this alcohol to be used

Location

[LN-036147 \(/DLLLicenseManagment/s/detail/a0Aeq000006jOkHEAU\)](#)

Address of warehouse located in Vermont:



OFFICE OF THE CLERK/TREASURER

City of Burlington

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

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

APPLICATION FOR: Winooski Valley Park District Board/Commission

(Please fill out a separate application for each post)

****Vacancies on the Board for Registration of Voters still require your political affiliation****

Full Name: Catherine Bock Ward: 1

Residence: Burlington **Political Affiliation: _____

Are you a registered Burlington Voter? Yes

Phone (home): _____ Phone (work): _____ Phone (cell): 650-521-6959

E-Mail Address: tinki.bock@gmail.com

Training or Experience Related to the Commission or Board Post for Which you are Applying:

Experience in conservation and outdoor education

Current Occupation: Retired Naturopathic Physician

Education (list most recent first):

School	Location	Year/Degree
Nordic School of public Health	Gothenburg, Sweden	2009 MPH
National College of Naturopathic	Medicine Portland, Or	1980/ND

What do you hope to accomplish as a Commissioner/Board Member?

Learn

Help conserve more land for parks and wildlife

How did you learn of the opportunity/opening to serve on a Board/Commission?

My city councilor, Allie Schacter, told me about the opening

Have you served as a Burlington City Commissioner/Board Member in the past? no

If the answer is yes, please list any and all appointments and dates you served.

Do you foresee any potential conflicts of interest if you were appointed to the position for which you are applying? No If so, please explain:

List Two References:

Allie Schacter 802-448-4227

Lyn Severens 802-660-1950

Please use this area to make any further comments regarding your candidacy, especially in regard to your qualification for this position. You may attach additional sheets if necessary.

I see this as an opportunity to be more involved in city government and hopefully be able to help improve the natural environment in and around the city.

Signature: Catherine Bock Date: 10/10/2025

The City of Burlington encourages persons from diverse backgrounds to apply to serve on boards, commissions and committees. The City is committed to providing equal opportunity to all persons without regard to political affiliation, race, color, religion, age, sex, sexual preference, national origin, disability or any other non-merit factor.

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

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

DATE: October 15, 2025

SUBJECT: Request to execute a ground lease agreement with Beta Technologies

REQUEST

The Patrick Leahy Burlington International Airport ("Leahy BTV") respectfully requests approval and authorization to execute a ground lease agreement with Beta Technologies for the purpose of building hangar space on the airfield.

Background

In 2024, the Airport published a map identifying all available locations (attached) for aeronautical development on the airfield. As part of this process, we received a few requests to build hangars on various locations. Specific to Area 5 labeled on the map, Beta technologies has identified this area and requested to lease from the Airport this parcel to build a hangar to support their mission along with their general aviation fleet. Area 5 is an unimproved lot of land, although it does have some underground infrastructure to support stormwater/underground systems which have been identified within the Beta discussions.

Beta Technologies has been a tenant at Leahy BTV since 2019. During this time, Beta has invested time and resources to improve spaces they occupy at the Airport. Beta is seeking additional hangar space. There are no existing hangars available for lease, so Beta is proposing to lease the ground space identified as Area 5 to build a hangar. Beta Technologies plans to fund and build the hangars and will maintain the space. The adjacent apron will remain available to the public as long as the area is not interfering with egress from the newly proposed hangar.

Lease Terms

The proposed amendment includes the following key terms:

- Effective date: _____, 2025
- Term: 30 years
- Rental Rate: \$0.50/land sf/month for an annual total of \$13,672.50 annually, or \$1,148.49 per month.

MOTIONS:

Airport Commission

Recommend memo as presented

Board of Finance:

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

City Council:

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

GROUND LEASE

This Ground Lease (“Agreement” or “Lease”) is dated as of _____, 2025 (the “Effective Date”) and is made by and between **Beta Technologies, Inc.**, a Delaware corporation with a place of business in Burlington, Vermont (the “Tenant”) and the **City of Burlington**, a Vermont municipal corporation located in Chittenden County, Vermont (the “Landlord”) acting by and through Burlington International Airport.

Recitals

A. Landlord owns the real property (the “Property”) operated as the Patrick Leahy Burlington International Airport (the “Airport”) in South Burlington, Vermont, which is more particularly shown on **Exhibit A** attached hereto.

B. Landlord listed a portion of the Property as being available for lease and improvement, and Tenant, the only party who responded to such listing with a proposal to lease and improve such portion of the Property, responded to such listing by letter dated June 23, 2025 (collectively, the “Procurement”).

C. Tenant desires to ground lease a portion of the Property for the purpose of constructing and operating a project, consisting of a ±13,000 sq. ft. hangar containing a small flight training space to support aeronautical services and provide aircraft storage for other Airport tenants and users, together with related site improvements including parking, landscaping, lighting, driveways, walkways, service areas, and utilities (the “Project”), all to be used for commercial aeronautical purposes beneficial to the City, the aviation community, and the general public.

D. The portion of the Property on which the Project is proposed to be constructed is known as “Aeronautical Use Site, Area 5”, consisting of approximately 0.275 acres of land, more or less, and is depicted on **Exhibit B-1** attached hereto and is described on **Exhibit B-2** attached hereto (the “Premises”).
[NTD: Survey to be provided by Beta to more particularly determine the Premises]

In consideration of the mutual covenants and agreements herein set forth, and in reliance on the representations and warranties contained herein, the parties hereby agree as follows:

Section 1. **Premises; Project Milestones; Retained Rights; Condition; Landlord Obligations.**

(a) Premises. Landlord does hereby demise, let, rent and lease unto Tenant, and Tenant hereby hires and rents from Landlord, the Premises together with (i) the appurtenances, rights, privileges and easements in any way now or hereafter appertaining thereto to the extent required for Tenant’s reasonable use of the Premises (as determined by Tenant), (ii) the right, title and interest of Landlord in and to the land lying in the streets, avenues, ways and roads in front of and adjoining the Premises to the extent required for Tenant’s reasonable use of the Premises (as determined by Tenant), and (iii) all existing improvements and equipment on the Premises as of the Commencement Date, all subject to the terms and conditions of this Agreement. In addition, Tenant shall have, and Landlord hereby grants to Tenant the right, to use the apron adjacent to the Premises and connecting to the Airport’s broader airfield (the “Apron”) consistent with applicable regulations of the Federal Aviation Administration (“FAA”) governing the use of federal funds, which require the shared use of the Apron by other Airport users. Notwithstanding anything to the contrary, Landlord shall at all times ensure that Tenant’s aircraft may cross the Apron and/or portions of the Airport adjacent to the Premises to connect, on a continuous and unimpeded basis, the Premises with the taxiways to and within the Airport’s broader airfield. Landlord shall prepare a striping plan for the Apron depicting such connectivity and submit the same to Tenant for Tenant’s review and approval (subject

to Section 44) within forty-five (45) days of the Effective Date.

(b) Project Milestones. Tenant covenants and agrees to adhere to the following Project milestones, in all cases subject to Unavoidable Delay:

- i. Tenant shall submit all applications for Permits required for the Project by [DATE].
- ii. Tenant shall commence construction of the Project on or before the date that is [INSERT] months after the Commencement Date.
- iii. Tenant shall substantially complete construction of the Project on or before the date that is [INSERT] months from and after Tenant's commencement of construction.

(c) Access and Construction. Tenant shall have the non-exclusive right to ingress and egress over Eagle Drive, DaVinci Drive, and Aviation Avenue, together with adjoining portions of the Property (including the extension of Eagle Drive through the parking area adjacent to 15 Eagle Drive), as necessary, to provide continuous and unimpeded vehicular and pedestrian access to and from the Premises to and from Williston Road. Landlord shall maintain (including snow removal), repair, replace and restore all such accessways. Tenant shall have the exclusive right and obligation to construct the infrastructure improvements as may be required by the Permits.

(d) Retained Rights. Landlord retains the non-exclusive right to maintain, repair or replace all existing utility lines crossing, on or under the Premises that provide service to the property owned by Landlord adjoining the Premises, provided (i) Landlord shall provide written notice to Tenant of Landlord's intention to undertake such work at least 10 days in advance and afford Tenant the reasonable opportunity to undertake such work on its own, except in the event of an emergency wherein such advance notice cannot reasonably be given (provided that in such event Landlord gives such advance notice as it reasonably can), (ii) Landlord shall exercise its retained rights hereunder in a manner that does not unreasonably interfere with the construction and operation of the Premises or the Project, and (iii) any damage or disturbance to the Premises or the Project caused by or resulting from the exercise of the Landlord's retained rights hereunder shall be repaired or restored at Landlord's sole cost and expense promptly following, and to a condition equal to or better than that existing prior to, such damage or disturbance. In addition, if and to the extent Landlord reasonably determines to require rights on, over, under, upon, across, or through the Premises for Landlord to operate the Airport, including rights of ingress and egress to adjoining lands of Landlord, Tenant will reasonably cooperate with Landlord to provide the same, provided that in all events Tenant's refusal to provide such rights will not be considered unreasonable if the use of such rights by Landlord would unreasonably interfere with Tenant's construction upon and operation of the Premises or the Project. Without limitation and subject in all respect to the foregoing, Landlord shall have the right and obligation to maintain, repair, and replace an existing stormwater management vault to remain on the Premises over which the Project will be constructed. If Landlord's work with respect to such vault requires an interruption in Tenant's use of the Premises for more than three (3) days, then for the duration of such work (i) Rent shall abate, and (ii) Landlord shall provide an alternate location on the Property to which Tenant may, at Landlord's cost, relocate its operations from the Premises for the duration of such work.

(e) Condition of Premises. Tenant acknowledges that it has completed such investigations, testing, analysis and due diligence of and with respect to the Premises and Landlord's title as Tenant has determined to be necessary for Tenant's intended use thereof. Except as expressly provided in this Agreement, Tenant accepts the Premises and such title "as is" and "where is" without any representations, warranties or assurances by Landlord as to the condition of the same or its suitability for any particular purpose, subject only to those exceptions to title set forth on **Schedule 1(d)** hereto, as well as such other exceptions to title and/or encumbrances contemplated by the terms of this Agreement (the "Permitted

Encumbrances”). Landlord expressly disclaims any and all representations and warranties with respect to the suitability of the Premises for Tenant’s intended use or for any other use except as expressly provided in this Agreement.

(f) Landlord Obligations.

- i. Access. Landlord shall ensure reasonable non-exclusive ingress and egress to and from the Premises, for the benefit of Tenant and Tenant’s designees, from the public aircraft runways, taxiways, ramps, the Apron, and private access roads serving the Premises, including through vehicle access gates 12A and B and over Eagle Drive, DaVinci Drive, and Aviation Avenue, together with adjoining portions of the Property (including the extension of Eagle Drive through the parking area adjacent to 15 Eagle Drive).
- ii. Landlord Maintenance. Landlord shall maintain (including snow removal), repair, replace and restore the Apron and all other means of ingress and egress to and from the Premises from the public aircraft runways, taxiways, ramps, and private access roads serving the Premises, including through vehicle access gates 12A and B and over Eagle Drive, DaVinci Drive, and Aviation Avenue, together with adjoining portions of the Property (including the extension of Eagle Drive through the parking area adjacent to 15 Eagle Drive).
- iii. Reserved.
- iv. Additional Property Rights. Landlord shall grant to the Tenant such rights and easements as may be necessary to enter upon portions of the Property outside the Premises to facilitate Tenant’s construction of the Project and use of the Premises, in compliance with Applicable Laws and subject to the rights of others, if any, under existing leases of portions of the Property.
- v. Development Encumbrances. If Landlord’s consent or joinder shall be required for the grant of, or for the vacation or abandonment of, any easements, rights of way, covenants, leasehold condominium regimes or other title matters encumbering the Premises in connection with the development of the Project and/or the demolition, construction, renovation, alteration or replacement of any portions of the Project (collectively, “Development Encumbrances”), Landlord’s consent shall be given subject to Section 44, provided that (a) Landlord shall not be required to incur any material expense or liability (and any such expense or liability shall be promptly reimbursed by Tenant to Landlord upon request), and (b) Landlord’s consent shall not be considered unreasonably withheld if the proposed Development Encumbrance is prohibited by Applicable Laws or if the proposed Development Encumbrance would materially impair Landlord’s ownership or use of the Premises upon expiration or earlier termination of this Lease or Landlord’s operation of the Airport. For additional clarity, Development Encumbrances may include construction easements, easements or rights of way for installation of water, gas, steam, electricity, telephone, cable or other communication service, sewer, district energy, chilled or heated water, storm drainage and other utilities, and easements or rights of way for streets, roads, alleys, or other access. Notwithstanding the foregoing, any leasehold condominium regime that affects the Premises shall explicitly provide that the condominium regime shall automatically terminate upon the expiration or earlier termination of this Lease.

Section 2. Commencement Date; Initial Term; Extension Term.

(a) Landlord and Tenant agree that the term of this Agreement (“Term”) shall commence upon the Effective Date (the “Commencement Date”) and expire at 11:59 p.m. local time on the day prior to the thirtieth (30th) anniversary of the Commencement Date (the “Fixed Expiration Date”), subject to earlier termination in accordance with the terms set forth in this Agreement. For additional clarity, the Term of the Lease shall be for a period of twenty-nine (29) years, three hundred sixty-four (364) days.

Section 3. Use of Premises; Design, Permitting and Construction Contract.

(a) Use. Except as otherwise provided in this Lease, Tenant shall use the Premises for the construction of the Project and for general aviation use and for no other purposes without Landlord’s prior written consent (subject to Section 44). The construction, operation, and maintenance of the Project shall be performed in material compliance with the requirements of this Agreement. Notwithstanding any other provision of this Lease, in all instances the Premises shall only be used in conformance with the Permitted Encumbrances and with the duly adopted federal, state, and municipal ordinances and regulations applicable to the Premises from time to time (“Applicable Laws”). Tenant acknowledges that, as of the Effective Date, the Airport Compliance Manual published by the FAA requires that the Premises shall only be used for “aeronautical activity”, which term is currently defined as “any activity which involves, makes possible, or is required for the operation of an aircraft, or which contributes to or is required for the safety of such operations”.

(b) Design, Permitting and Construction Contract. Landlord’s and Tenant’s obligations with respect to the design, permitting and contracting for construction of the Project are set forth below in this Section 3(b).

(i) Permits. Tenant shall compile the necessary information and diligently file complete applications for all Permits and shall thereafter use good faith efforts to pursue the Permits at Tenant’s sole cost and expense. Tenant shall deliver to Landlord in advance of filing copies of any and all applications for any Permits (with respect to which the term “applications” includes all materials delivered therewith or in support thereof) for the Landlord’s prior approval (subject to Section 44). Landlord shall cooperate with Tenant in Tenant’s efforts to obtain the Permits, including by promptly executing and returning to Tenant all applications therefor prepared by Tenant at its expense, subject to the Landlord’s review and approval rights as provided above. Landlord acknowledges that Tenant has filed applications for multiple Permits prior to the Effective Date of this Agreement and that Landlord has provided all approvals and consents with respect thereto as contemplated in this Section 3(b)(i). Tenant shall use good faith efforts to keep the Landlord apprised of the status of its efforts to obtain the Permits and the status of any related appeal being prosecuted or defended by Tenant. In particular, Tenant shall keep Landlord reasonably apprised of any proposed Permit conditions that would affect the Property outside of the Premises, and Landlord shall have the right, in Landlord’s sole but reasonable discretion, to reject (or to require Tenant not to accept) any such conditions that would materially adversely affect the Property outside of the Premises.

(ii) Approval of Project Design, Plans, and Specifications. Tenant shall provide to

Landlord for Landlord's review (at Landlord's sole cost and expense) and prior written approval (subject to Section 44) all design, plans, and specifications to be included in the Construction Contract (defined below) for the Project including with respect to its physical layout, pedestrian and vehicular traffic circulation and impacts, parking requirements, security features, exterior building appearance, durability of construction materials, durability of structural design, durability of construction finishes, grading and utilities, stormwater improvements, exterior lighting and landscaping (the "Plans and Specifications"). The parties will seek satisfaction of this requirement with respect to the permit-level Plans and Specifications during the period when Tenant is preparing applications for Permits (recognizing, as provided in Section 3(b)(i) that Tenant has already made application for certain Permits with respect to which Landlord has approved all Plans and Specifications), and the parties will seek satisfaction of this requirement with respect to other Permits and with respect to the construction-level Plans and Specifications prior to Tenant entering into the Construction Contract. Notwithstanding the foregoing or anything to the contrary, Landlord's review and right to approve of Plans and Specifications with respect to the Project shall be limited to confirming conformance of the Plans and Specifications with approved Permits and any applicable FAA requirements, reviewing exterior and structural design and materials for durability and aesthetic conformity with the Airport, and reviewing plans related to utilities and stormwater infrastructure for compatibility with the Airport's existing utilities and stormwater infrastructure.

- (iii) Construction Contract. Tenant shall use good faith efforts to negotiate and enter into a construction contract with a reputable contractor (the "Contractor") for the construction of the Project on terms acceptable to Tenant in its sole and absolute discretion (the "Construction Contract"). Any subcontracts that are required to be bonded under the Construction Contract, as may be determined by Tenant in its sole and absolute discretion, shall also name Landlord as a dual obligee. The Construction Contract shall include a guaranteed completion date not longer than twenty-four (24) months after commencement (subject to force majeure events as defined in the Construction Contract).

Section 4. **Construction Period.**

(a) Construction Period. The period during which the Project will be constructed is referred to herein as the "Construction Period". Tenant shall construct the Project during the Construction Period, at its sole cost and expense, in accordance with the Permits and in accordance with the Plans and Specifications for the Project that the City has reviewed and approved under and in accordance with Section 3(b) of this Agreement.

(b) Cooperation. Tenant recognizes that its development and construction activities will impact the operation of the Airport. The parties will consult and cooperate with one another to schedule and conduct development and construction activities to minimize such impacts. During the Construction Period, the Landlord shall reasonably cooperate with Tenant in arranging for Tenant and the Contractor to use portions of the Property outside the Premises for the development and construction of the Project, as follows:

- (i) Landlord shall provide Tenant with temporary and permanent access to utility services for the benefit of the Premises (or allowing the extension of such services as a part of the scope of the work) in a manner reasonably acceptable to Landlord.

Tenant shall separately meter any utility services provided to or used by Tenant, and if the utility service provider does not allow such usage to be separately metered, then Tenant shall submeter such usage and shall reimburse the Landlord for any such usage as indicated by such submeter as Additional Rent in accordance with Section 5(f) herein.

- (ii) Landlord shall provide Tenant with adequate ingress and egress to the Premises for construction equipment and related traffic (including necessary temporary or permanent modification of existing streets, drives or curb cuts) in a manner reasonably acceptable to Landlord. Tenant shall reimburse the Landlord for any out-of-pocket expenses incurred to modify existing streets, drives or curb cuts in accordance with the previous sentence.
- (iii) Tenant shall be solely responsible to secure and manage Tenant's construction site.

(c) Approved Plans and Specifications. No material deviations from the approved Plans and Specifications may be made without the written prior approval of the Landlord (subject to Section 44) and subject to the Landlord's review parameters as set forth in Section 3(b)(ii). Tenant shall notify the Landlord in writing of any such proposed changes in the Plans and Specifications and such changes must have the prior written approval of the Landlord (subject to Section 44) before they may be implemented.

(d) Authorized Representatives. Tenant and the Landlord have designated authorized representatives as set forth more specifically on **Exhibit C**. Either party may change its authorized representative(s) at any time by written notice to the other party without the consent of the other party. One or more authorized representatives shall be available on a daily basis to review, comment upon and render decisions promptly with respect to the construction of the Project. The authorized representatives are authorized to act on the behalf of the parties with respect to the construction of the Project. Except as otherwise specifically provided by this Agreement, any directions, approvals or other authorizations, written or verbal, given by any person other than an authorized representative shall not be binding on a party. One or more authorized representatives from each party shall meet on a weekly basis at mutually agreeable times and locations during the Construction Period.

(e) Construction Inspection. During the Construction Period, Landlord's representative(s) shall have the right to attend jobsite meetings for the purpose of observing the progress of the work. Nothing herein contained shall be construed as an obligation upon the Landlord to inspect the work. If Landlord reasonably determines that construction is not proceeding in substantial and material accordance with the approved Permits and/or applicable FAA requirements, and the Landlord gives prompt notice to Tenant of the particular substantial and material deviation, deficiency, error or omission, the parties shall promptly meet to address reasonable concerns raised in such notice. The Landlord shall not communicate directly with Tenant's Contractor or any of its subcontractors or material suppliers without an authorized representative of Tenant being present.

(f) Professional Certifications. Tenant shall obtain the services of a Vermont licensed engineer and architect, reasonably acceptable to the Landlord, to perform quality control observations, inspections, and testing for the Tenant and to properly document and certify that the completed Project conforms with the approved Plans and Specifications. Tenant shall direct its engineers, architects and other licensed professionals to provide the Landlord with all third-party inspection reports related to the Project at the same time as they are submitted to Tenant or Tenant's representatives or agents. If the Landlord determines it necessary to hire its own third-party inspector(s), it will be at the Landlord's expense and the Landlord's inspector(s) will be allowed to perform testing and take samples as they reasonably deem necessary or desirable.

(g) Construction Completion Deliverables. Upon completion of construction, Tenant shall provide Landlord with the following: (i) a certification from Tenant's architect that the Project has been constructed in material accordance with the approved Plans and Specifications and with the Permits and approvals issued therefor; (ii) a certification from Tenant's professional engineer that all grading and utilities, including electrical, communications, natural gas, stormwater, water and sewer, necessary for the Project shall have been completed in material accordance with the approved Plans and Specifications and with the Permits and approvals issued therefor; (iii) evidence reasonably satisfactory to Landlord that all approvals, certificates of occupancy and filings necessary for the Project's legal use and occupancy shall have been issued by the regulatory authorities with jurisdiction over the Project; (iv) documentation evidencing that all contractors have been paid in full for the Project and that no claims for payment are outstanding; (v) as-built drawings in AutoCAD and PDF formats for the completed Project; and (vi) all additional documentation prepared by Tenant's engineer and architect with respect to the Project including notes, photographs, reports, quality control testing reports, change orders, and submittals, provided in an electronic format specified by Landlord.

(h) Insurance During Construction Period. Throughout the Construction Period, Tenant shall obtain and maintain the types of insurance required under Section 15 of this Agreement.

Section 5. Rent; Airport Landing Fees.

(a) Base Rent. Commencing on the date that Tenant receives a certificate of occupancy (or its functional equivalent) from the City of South Burlington for the Project (the "Rent Commencement Date"), Tenant shall pay "Base Rent" to Landlord at the address specified in Section 5(g) or at such other location as Landlord may hereafter designate in writing in the amount of \$0.50/land sf/month for an annual total of \$13,672.50 annually, or \$1,148.49 per month.

(b) Annual Increase in Base Rent. The Base Rent shall be adjusted on July 1 of each year during the Term by the percentage increase in the Consumer Price Index for all Cities, all Urban Consumers, Northeast Region, (CPI-U-NE, 1982-84=100) (the "Price Index") published just prior to July 1 of each such year by the Bureau of Labor Statistics of the United States Department of Labor over the corresponding value so published just prior to July 1 of the prior year during the Term, subject to a minimum increase of 2% and a maximum increase of 6% in any year. If the government body issuing the Price Index ceases to use the 1982-84 average of 100 as the basis of calculation, the Price Index shall be adjusted to mathematically account for the adjustment to the base year. If the Price Index (or a successor or substitute) ceases to be published, Landlord shall have the right subject to Tenant's approval (subject to Section 44) to select another similar index, published by a governmental or other non-partisan body, with appropriate reconciliation of the base of the substituted index with the base of the Price Index. In addition, Base Rent shall adjust as of every tenth (10th) anniversary of the Rent Commencement Date to the amount of ground rent then charged by the Airport to its other tenants as approved by the FAA, provided that in no event shall the amount of Base Rent increase or decrease by more than twenty percent (20%) over the prior lease year as a result of any such decennial adjustment. There shall be no separate Price Index adjustment for years on which such decennial Base Rent reset is made.

(c) Additional Rent; Rent Defined. In addition, for each lease year Tenant agrees to pay all sums of money or charges of whatsoever nature required to be paid under any provisions of this Agreement by Tenant to Landlord ("Additional Rent"), whether or not the same are designated as additional rent, on the next Base Rent payment date following written notification of such sums or charges in the same manner as Base Rent, provided that if such notification is given fewer than fifteen (15) days prior to the next installment of Base Rent coming due, then such amount of

Additional Rent shall be due on the second next Base Rent payment date following such notification. Base Rent and any Additional Rent or other sums or charges are collectively referred to herein as “Rent.” It is understood and agreed that the Rent to be paid to Landlord by Tenant hereunder shall be absolutely net to Landlord, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises shall be paid by Tenant directly to the party invoicing the same or in the form of Additional Rent, and this Agreement shall be interpreted and construed to that effect.

(d) Rent Payment. Except as otherwise specifically provided in this Agreement, all Base Rent shall be paid in monthly installments in arrears, without demand or setoff, on the first (1st) day of each month throughout the Term and Base Rent for any period of less than a full month shall be prorated on a per diem basis. Except as otherwise expressly provided in this Agreement, any and all Rent and other sums payable under this Agreement shall be paid without notice, demand, counterclaim, set off, deduction, or defense and without abatement, suspension, diminution, or reduction, and the obligations and liabilities of Tenant under this Agreement shall in no way be released, discharged or otherwise affected by reason of any occurrence whatsoever. Payment shall be made at the office of the Director of Aviation, Burlington International Airport, 1200 Airport Drive #1, South Burlington, Vermont 05403. Any Rent which has not been paid when due shall incur interest at the rate of 1.5% per month.

(e) Utilities and Services. Tenant shall, at its sole cost and expense, cause to be furnished and shall pay for all utilities and services necessary or desirable for Tenant’s use of the Premises, including water, sewer, gas, electricity, communications, stormwater, and trash and recycling pick-up and disposal. Tenant covenants to pay the charges for all such utilities and services prior to delinquency and to keep the Premises free and clear of any lien or encumbrance of any kind whatsoever constituting a charge against the Premises arising from the nonpayment or a delinquency in payment for said utilities or services. No trash is allowed to be stored outside unless it is in an approved trash container located in an approved area. If Tenant fails to comply with the requirements of this provision, then Landlord reserves the right to fulfill Tenant’s obligations and all costs incurred by Landlord in connection therewith shall immediately be paid by Tenant to Landlord as Additional Rent.

(f) Aircraft Landing Fees; Other Fees. In addition to Rent due hereunder, Tenant shall pay the following fees as generally applied to Airport users and as generally applied to the applicable type of aircraft:

- (i) Aircraft Landing. On or before the 10th day of each month, Tenant shall provide the Airport’s Director of Aviation with a listing of its Aircraft Landings during for the preceding month. “Aircraft Landing” means any aircraft being utilized at the Airport by or on behalf of Tenant in carrying out the business which is authorized by this Agreement (including but not limited to aircraft owned or leased by Tenant, aircraft providing services to Tenant pursuant to contract whether oral or written, and aircraft being parked in or on the Premises).
- (ii) Landing Fees. Tenant shall pay Landlord Airport Landing fees at the rate established by Landlord in its sole discretion and applicable to other aircraft landing at the Airport at that same time. Landlord shall issue an initial Airport Landing fee on the Effective Date and provide Tenant written notice seven (7) days in advance if the Airport Landing Fee is changed by Landlord. Tenant shall pay Landlord the then-applicable Aircraft Landing fees on or before the last day of each month based upon the number of Aircraft Landings properly attributable to

Tenant during the preceding month. Such payments shall be paid at the office of the Airport's Director of Aviation without billing.

- (iii) Late Payment of Landing Fees. If Tenant fails to promptly pay due Airport Landing fees on or before their due date, they shall be considered past due and shall incur interest at a rate of 1.5% per month.
- (iv) Records. Tenant shall keep and maintain a complete and accurate set of records of all the Aircraft Landings for the use of Landlord and payment of fees required under this Agreement for three (3) years. Tenant shall make such records available for inspection and copying by Landlord at any and all reasonable hours and times. Landlord shall have the right, at its expense and on reasonable notice, from time to time, but in no event more than once in any 12-month period, to audit the records and other data of the Tenant relating to the provisions and requirements hereof, provided such inspection is made during regular business hours. If Tenant is found to have under-reported Aircraft Landings by five percent or more, then Tenant shall pay the full cost of the audit.
- (v) Other Fees. Tenant shall direct all entities obligated to pay any transient aircraft landing, tie down, parking, and seat charges directly to Landlord or the fixed base operator for Landlord.

Section 6. **Reserved.**

Section 7. **Project; Capital Reserve Account.**

(a) Modifications. During the Term and following completion of construction of the Project, Tenant shall not modify or alter the structural design or exterior appearance of the buildings constructed on the Premises or the related site improvements in a manner that diminishes their quality without prior written approval of Landlord (subject to Section 44 provided that the Deemed Approval provision thereof shall not apply) to ensure the Project's compatibility with the functionality of the Airport, provided that structural modifications required from time to time to support ongoing needs of Tenant shall not require Landlord approval.

(b) Title to the Project. During the Term and until the expiration or earlier termination of this Agreement, title to the Project shall belong solely to Tenant, and Tenant alone shall have the right to operate, manage, repair, replace, maintain and further improve the Premises and the Project subject to the terms and conditions of this Agreement, and to deduct all depreciation on its income tax returns with respect thereto. Landlord hereby waives any right to claim a lien or security interest in Tenant's fixtures and personal property and, to the extent applicable, waives any statutory right of distraint in or to Tenant's fixtures and personal property; the foregoing shall not be construed to limit Landlord's ability to seek, obtain or enforce a judicial lien granted by a court of competent jurisdiction. Tenant shall not damage or remove the Project without Landlord's prior written consent (subject to Section 44 provided that the Deemed Approval provision thereof shall not apply).

(c) Removal of Project on Expiration or Termination. Unless Landlord shall have agreed to extend the Term of this Agreement, Landlord may, at its option, notify Tenant in writing delivered at least thirty-six (36) months prior to the expiration of the Term (or upon shorter notice in connection with the earlier termination of this Agreement) that following the expiration of the Term all or portions of the Project must be removed, in which event Tenant shall remove and/or demolish the applicable portions of the Project, grade the land and then seed it with grass so long as Tenant is able to obtain all municipal and state

permits and approvals necessary in connection with such demolition and removal, subject only to conditions that are reasonably acceptable to Tenant. If Landlord notifies Tenant of its desire to have the Project (or portions thereof) removed and demolished in accordance with this provision, Tenant shall use commercially reasonable, good faith efforts to obtain permits therefor, but in no event shall Tenant be required to appeal any denial of such permits, appeal any conditions that it reasonably deems unacceptable or to defend any appeals made by others in connection with any permits. If Tenant is unable to secure the necessary permits for demolition, Landlord may attempt to secure said permits. Tenant shall have the right to use the funds maintained in the Capital Reserve Account (as defined below) in connection with obtaining the permits required by this provision (i.e., to pay engineers, consultants, attorneys, application fees, etc. in connection with such permits) and thereafter to pay for the work to remove and/or demolish the Project (or portions thereof) and then grade and seed the land as aforesaid. If Tenant is unable to secure such permits and Landlord attempts to secure such permits, then Landlord may use the funds maintained in the Capital Reserve Account for such purposes, and Landlord agrees to use such funds in a prudent and reasonable manner. Following the issuance of all such permits and such permits having become final and unappealable, but in all events after the expiration or earlier termination of this Agreement, Tenant shall promptly remove and/or demolish the Project (or portions thereof) and then grade and seed the land as aforesaid, and shall use commercially reasonable, good faith efforts to complete such work in a timely manner, commencing promptly upon such permits having become final and unappealable (weather permitting) and then diligently prosecuting such work to completion thereafter. Landlord herein grants to Tenant a license to enter the Premises and other portions of the adjacent Property as necessary, said license shall take effect upon the termination or expiration of this Agreement for the sole and exclusive purpose of removing the Project (or portions thereof). Tenant's right to use said license is contingent upon Landlord's notification to Tenant that the Project (or portions thereof) shall be removed from the Premises. If there are insufficient funds in the Capital Reserve Account to permit and complete the removal and/or demolition the Project (or portions thereof) and then grade and seed the land as aforesaid, Tenant shall use its own funds to accomplish the demolition, grading and seeding required by this provision.

(d) Title Upon Expiration. Except as set forth in subsection (c) above, upon expiration or termination of this Agreement all rights and interests of Tenant (and all persons whomsoever claiming by, under or through Tenant) in and to the Premises and the Project shall wholly cease and title to the Premises and the Project, including all permanent and temporary non-proprietary improvements, erections and additions constructed on the Premises by Tenant (but excluding all furniture, proprietary fixtures, equipment and other personal property of Tenant used by Tenant solely in connection with the operation thereof, all of which Tenant shall have the right to remove from the Premises at any time prior to the expiration of the Term) shall automatically vest in Landlord without cost or expense to Landlord and without further act or conveyance, and without liability to make compensation therefor to Tenant or to anyone whatsoever, and shall be free and discharged from all and every lien, encumbrance, claim and charge of any character created or attempted to be created by Tenant at any time other than pursuant to the specific terms of this Agreement. This provision shall not relieve Tenant from liability for having left the Premises in unsound or unsafe condition or with encumbered title, in each event other than as permitted in this Agreement. Tenant, upon the request of Landlord, covenants and agrees to execute a deed and bill of sale conveying and releasing to Landlord all such rights in the Premises and the Project in a form and substance reasonably acceptable to Landlord.

(e) Tenant's Maintenance Obligations. Tenant shall, at all times during the Term, subject to the provisions of this Agreement, at its sole cost and expense, keep the Premises in good appearance, order and repair and in a clean and sanitary condition at all times, including by retaining and engaging pest control services as necessary. Tenant's obligations hereunder include all necessary repairs and replacements of the Premises and its improvements, structural or otherwise, ordinary or extraordinary, foreseen and unforeseen, including, but not limited to, the roof, exterior and interior windows, doors and entrances, signs, floor coverings, columns, and partitions, electrical and lighting, heating, plumbing and sewage facilities, and

HVAC equipment. Such actions include painting, lighting, removal of garbage, landscaping, snow removal, replacement of broken glass with glass the same size and quality of that broken, and utility services. Landlord shall not be required to make any repairs of any kind or nature, in, on or to the Premises during the Term.

(f) Capital Reserve Account. Within thirty (30) days of the Rent Commencement Date, Tenant shall establish a joint reserve account for the replacement and demolition of the Project (“Capital Reserve Account”) in accordance with the following:

- (i) The Capital Reserve Account shall be in the name of Tenant and the Landlord. The parties acknowledge and agree that during any period when a Leasehold Mortgage is in effect the Leasehold Mortgagee is likely to require that it maintain and control the funds maintained in the Capital Reserve Account, and Landlord will agree to authorize the Leasehold Mortgagee to maintain and control the funds maintained in the Capital Reserve Account so long as such funds are used solely for capital replacements and improvements and not used to pay debt service (principal or interest), lender fees or expenses, or to pay any other cost, fee or expense.
- (ii) The Capital Reserve Account shall be funded monthly consistent with the parameters set forth on **Schedule 7(f)** and based on a capital reserve study performed by a mutually acceptable consultant to Tenant, or otherwise in accordance with prudent long term maintenance practices applicable to structures and infrastructure similar to the Project as approved by Landlord (subject to Section 44). Such funds, including interest earned, from this Capital Reserve Account are to be used for major maintenance, repair, and replacement activities and not for minor or ongoing maintenance items. Tenant shall inform the Landlord in advance of its intent to expend funds from the Capital Reserve Account and the purpose of the expenditure, and all expenditures shall be subject to Landlord’s prior review and approval (subject to Section 44) subject to the provisions of Section 7(f)(iii). Balances in the Capital Reserve Account shall be reviewed periodically by Tenant and the Landlord to ascertain whether monthly funding levels are appropriate. Tenant shall provide Landlord with annual account statements reflecting the balances in the Capital Reserve Account no later than June 1 of each year. Provided that the Project is not demolished in accordance with Section 7(c) at the expiration or earlier termination of this Agreement, funds remaining in the Capital Reserve Account shall be used to perform whatever repairs are then necessary to preserve the Project in good quality, habitable condition, and any excess funds remaining thereafter in the Capital Reserve Account shall become the property of Landlord. If the Project is demolished in accordance with Section 7(c) at the expiration or earlier termination of this Agreement, funds remaining in the Capital Reserve Account following performance of the demolition, grading and seeding shall be disbursed to Tenant. If funds from the Capital Reserve Account are used in connection with the repair or restoration of the Project following casualty damage in accordance with Section 16, then after substantial completion of such repair or restoration Tenant shall engage a consultant to perform a new life cycle analysis of the Project, and Tenant shall thereafter fund the Capital Reserve Account monthly in accordance with such life cycle analysis, including any requirements in such analysis to bring the current funding to a particular level.
- (iii) Notwithstanding the provisions of Section 7(f)(ii), the funds deposited in the

Capital Reserve Account during the last five (5) years of the Term shall accumulate and shall not be spent until the Landlord determines whether the Project will be demolished in accordance with Section 7(c) at the expiration of the Term. If Landlord decides that the Project will be demolished, then the Capital Reserve Account shall be used to accomplish the demolition, grading and seeding described in Section 7(c) and any funds remaining after the performance of such work shall be disbursed to Tenant in accordance with Section 7(f)(ii). If Landlord decides to have the Project demolished and removed but the parties are unable to obtain permits therefor, then the funds held in the Capital Reserve Account shall be disbursed to Landlord in accordance with Section 7(f)(ii) as if Landlord decided not to demolish the Project. Tenant shall be solely responsible for all costs and expenses associated with demolition, grading and seeding, however Tenant may use funds from the Capital Reserve Account to perform the work before resorting to the use of its own funds. If Landlord does not opt to have the Project demolished and removed in accordance with Section 7(c), then the funds held in the Capital Reserve Account shall continue to be used for major maintenance, repair, and replacement activities in accordance with Section 7(g)(ii) and any funds remaining in the Capital Reserve Account at the expiration of the Term, including any extensions or renewals thereof, or earlier termination of this Agreement shall become the property of Landlord.

Section 8. Taxes and Other Expenses.

(a) Taxes. Tenant is responsible for payment of all transfer taxes associated with this Agreement, if any, and shall pay all income taxes, sales and use taxes, and any other taxes imposed on Tenant in connection with or by reason of its lease of the Premises and its ownership and operation of the Project. In addition, Tenant shall, from and after the Rent Commencement Date and thereafter during the Term, pay and discharge punctually, as and when the same shall become due and payable as Additional Rent, all real estate taxes or ad valorem taxes as assessed by any government then entitled to do so, special and general assessments and other governmental impositions and charges, extraordinary as well as ordinary, including any state, regional or local taxes, fees or payments that may be imposed in lieu of such real estate or ad valorem taxes or assessments (collectively hereinafter referred to as "Taxes"), and each and every installment thereof which shall or may during the Term be charged, levied, laid, assessed, imposed, become due and payable, or a lien upon, or for, or with respect to, the Premises or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state, county and municipal governments and of all other governmental authorities whatsoever (all of which shall also be included in the term "Taxes" as heretofore defined). For the period between the Effective Date and the Rent Commencement Date, Landlord and Tenant shall each pay one-half of the Taxes. Landlord shall deliver to Tenant an invoice detailing Tenant's share of Taxes, calculated with reference to the assessed value of the land and improvements that comprise the Premises as determined by the City of South Burlington or any additional or successor taxing authority.

(b) Time For Payment. Tenant shall be deemed to have complied with the covenants of this Section 8 if payment of such Taxes shall have been made either within any period allowed by law or by the governmental authority imposing the same during which payment is permitted without penalty or interest or before the same shall become delinquent, and Tenant shall produce and exhibit to Landlord satisfactory evidence of such payment as and when so requested by Landlord.

(c) Right To Contest. Tenant or its designee shall have the right to contest or review all Taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant or its

designees shall conduct promptly at its own cost and expense, and, if necessary, in the name of and with the cooperation of Landlord and Landlord shall execute all documents reasonably necessary to accomplish the foregoing). Notwithstanding the foregoing, Tenant shall promptly bond off or otherwise cause the removal of any lien which is placed on the Premises as a result of or arising out of such dispute and Tenant shall promptly pay all Taxes prior to commencement of any foreclosure, tax sale or other forfeiture proceeding, the result of which would be loss of title to the Premises to the taxing authority. The legal proceedings referred to in this Subsection 8(c) shall include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. If there is any reduction, cancellation or discharge, Tenant shall pay the amount finally levied or assessed against the Premises or adjudicated to be due and payable on any such contested Taxes.

(d) Refunds. Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Agreement, such refund or rebate shall belong to Tenant. Landlord will, upon the written request of Tenant, sign such receipts as may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate as received by Landlord.

(e) Remedies for Nonpayment. If Tenant shall fail, refuse or neglect to make any of the payments required by this Section, then Landlord, at its option, may pay the same or any portion thereof, and the amount or amounts so paid, including reasonable attorneys' fees and expenses incurred by Landlord in connection therewith, shall be repaid by Tenant to Landlord within ten (10) days after written demand by Landlord, and the amount thereof shall be treated as Additional Rent.

Section 9. Requirements of Governmental Authorities.

(a) Compliance. During the Term, Tenant shall, at its own cost and expense, promptly observe and comply with all present or future, foreseen or unforeseen, laws, ordinances, requirements, orders, directives, rules and regulations duly adopted by applicable federal, state, county, and municipal governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force at the Effective Date or may in the future be passed, enacted or directed giving full effect to all vesting or "grandfathering" provisions. Tenant shall further so comply with each and every duly adopted rule, order and requirement of any applicable federal, state, municipal, legislative, executive, judicial or other governmental body, commissioner or officer or of any bureau or department thereof, whether now existing or hereafter created, having jurisdiction over the Premises or any part thereof, or properly exercising any power relative thereto or to the owners, tenants or occupants thereof including compliance with all regulations and permits for the Project giving full effect to all vesting or "grandfathering" provisions. Tenant shall maintain the Project and the Premises, and otherwise operate the Project and the Premises, in conformity with all municipal, state and federal land use permits and approvals governing the Project or the Premises at any time giving full effect to all vesting or "grandfathering" provisions.

(b) Minimum Standards for Commercial Aeronautical Activities. Tenant's right of access to the Property for aircraft shall be subject to all applicable federal, state and local laws, ordinances and regulations, as well as all Airport standards, rules and policies including Minimum Standards for Commercial Aeronautical Activities now in effect or hereinafter duly adopted or promulgated and consistently applied by the Airport.

(c) FAA and TSA. This Agreement is subject and subordinate to FAA regulations duly adopted and consistently applied governing the use of Airport including those regulations imposed by reason of the Landlord's acceptance of federal funds relative to the operation or maintenance of the Airport, the transfer of federal rights, funds or property to Landlord for Airport purposes, or the expenditure of

federal funds for the improvement or development of the Airport. In addition, this Agreement may be amended without further consideration (except as provided below) if and to the extent required by the FAA or Transportation Safety Administration (“TSA”) or their respective successor agencies as a condition precedent to Landlord’s receipt of federal rights, funds or property for Airport purposes, or precedent to the expenditure of federal funds for the improvement or development of the Airport. If the FAA requires modifications or changes to this Agreement as a condition precedent to Landlord’s receipt or retention of funds for the improvement of the Airport, Tenant agrees to execute and deliver to Landlord an amendment to this Agreement (prepared by Landlord) that effects such modifications or changes as may be required to enable the Landlord to obtain or retain such funds or funding. If any such amendment as described in this Section 9(c) modifies the terms and conditions of this Agreement in a manner that causes the Tenant to directly incur costs, expenses or fees that materially modify the financial bargain embodied by this Agreement or otherwise materially adversely affects Tenant’s use of the Premises or other rights under this Agreement, then the parties shall use good faith efforts to cooperatively seek to obtain exemptions or exclusions from the FAA or TSA requirements in an effort to eliminate or minimize the costs or expenses or other material adverse effects arising from the amendment sought to be imposed and, if such exemptions or exclusions are not forthcoming, to modify the terms of this Agreement in order to eliminate, minimize or otherwise fairly account for such costs or expenses or other material adverse effects. Without limiting the foregoing, the Tenant agrees that it is subject to the terms and provisions of the required federal provisions included on **Exhibit E** attached hereto, with the understanding that the Tenant is the “Contractor” identified therein.

(d) Livable Wage Ordinance. Tenant shall construct and operate the Project and the Premises in accordance with the requirements of the City of Burlington Livable Wage Ordinance to the extent such requirements are applicable to such activities and shall provide the required certification attesting to compliance with this ordinance on an annual basis (due by April 1st of each year) if requested by Landlord.

(e) Union Deterrence Ordinance. Tenant shall construct and operate the Project and the Premises in accordance with the requirements of the City of Burlington Union Deterrence Ordinance to the extent such requirements are applicable to such activities and shall provide the required certification attesting to compliance with this ordinance if requested by Landlord.

(f) Non-Outsourcing Ordinance. Tenant shall construct and operate the Project and the Premises in accordance with the requirements of the City of Burlington Outsourcing Ordinance to the extent such requirements are applicable to such activities and shall provide the required certification attesting to compliance with this ordinance if requested by Landlord.

(g) No Discrimination. Tenant, for itself and its personal representatives, successors and assigns, as part of the consideration hereof, does hereby covenant and agree that (i) no person on the grounds 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, genetic information or other protected classification shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Tenant’s facilities pursuant to its operations hereunder; (ii) in the furnishing of services at the Project and the Premises, no person on the grounds 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, genetic information or other protected classification shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination; (iii) Tenant shall ensure compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60); (iv) Tenant shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 C.F.R. § 21 through Appendix C, and Regulations under 23 C.F.R.

§ 710.405(b); (v) Tenant shall comply with all the requirements of Title 21, V.S.A., Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable; and (vi) all subcontracts shall include reference to the above.

(h) Public Records Act. Any and all records submitted to Landlord, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of Landlord. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages or sections that are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

(i) Right to Contest. Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant, without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in this Section 9 and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding. Notwithstanding the foregoing, Tenant shall promptly bond off or otherwise cause the removal of any lien which is placed on the Premises as a result of or arising out of such dispute, provided that in no event shall Tenant be permitted or authorized to maintain any such contest if doing so has or would have an adverse effect on the Airport as determined by Landlord in its discretion.

(j) Aircraft Parking. Tenant shall abide by all Airport rules concerning parking of aircraft. Tenant shall not park or allow any contract carrier to park an aircraft or leave or allow the same to be left standing on a public landing area, public ramp and apron area, public cargo ramp and apron area, public aircraft parking and storage area, or operational area, except as such places as may be prescribed or permitted by the Airport's Director of Aviation. Tenant further covenants and agrees to move or cause to be moved such aircraft from the place where it is parked or stored to any other place as designated and directed by the Airport's Director of Aviation. At no time will Tenant occupy or enter any portion of existing or future Air Carrier Apron as defined by TSA and FAA regulations.

(k) Security. Tenant shall secure the Premises with construction fencing prior to performing any work on the Premises during the Construction Period and shall maintain the safety and security of the Premises during the Term of this Agreement. Tenant shall observe and comply with any and all present and future security regulations and procedures and operational procedures promulgated from time to time by or at the direction of the Landlord for the administration of the Airport, including but not limited to training and Secure Identification Area ("SIDA") Badging requirements. Tenant shall create a security policy covering the Premises that will include, but not be limited to, security procedures, configurations, infrastructure and equipment, provision of emergency alerts and notices to Landlord, reporting guidelines, maintenance of security footage and records, staffing of security personnel, and training of personnel. Tenant shall be responsible for following this policy. The Landlord shall review the proposed security policy and any subsequent revisions and, at the Landlord's sole but reasonable discretion, may either approve or require changes. Tenant shall, at its sole cost and expense, install, maintain and replace as necessary all equipment necessary for SIDA compliance, including but not limited to badge readers, locks, alarms, doors and cameras. Any alterations to existing security configurations, SIDA boundaries, infrastructure, and equipment will require the Landlord's prior written consent (subject to Section 44). Landlord shall reasonably cooperate with Tenant to minimize interference with Tenant's business operations, including the installation of SIDA equipment in additional locations as is reasonably determined

by Tenant to promote efficient circulation within the Premises.

Section 10. **Covenant Against Liens.** If during the Term, including during the Construction Period, any mechanic's lien or other lien shall be filed against the Premises or any portion of the Property because of any work performed upon the Premises by or at the expense of Tenant, or any failure of Tenant to pay Taxes in accordance with this Agreement, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within twenty (20) days after the recording thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting therefrom. If Tenant fails to timely discharge any such lien by payment or bond, Landlord may (but shall not be obliged to) pay the amount of such lien, or discharge the same by bonding, and the amount so paid shall be deemed to be Additional Rent.

Section 11. **Access to Premises.** During the Term, Landlord or Landlord's agents shall have the right to inspect the Project and the Premises at reasonable times upon reasonable advance notice to Tenant, given no more than twice in any consecutive 12 month period (except in the event of an emergency).

Section 12. **Assignment and Subletting.**

(a) Prior to substantial completion of the Project, neither this Lease nor any interest of Tenant in this Lease, shall be sold, assigned, or otherwise transferred, whether by operation of law or otherwise (each, a "Transfer"), nor shall Tenant sublet the Premises as an entirety or substantially as an entirety, without the prior written consent of Landlord in each instance. Landlord may withhold such consent in its sole but reasonable discretion.

(b) Following substantial completion of the Project, Tenant may, from time to time, effectuate a Transfer to any person, subject to Landlord's prior written consent (subject to Section 44), provided that in the instrument effecting the Transfer, the transferee shall assume and agree to perform all of the terms, covenants and conditions of this Lease from and after the date of the Transfer, including the terms and conditions of this Lease related to the use of the Premises, subject in all respects to the exceptions and limitations set forth in this Lease. Tenant shall give Landlord sixty (60) days prior written notice of its desire to assign this Agreement and shall furnish Landlord with such information as it may reasonably request indicating that the proposed assignee is reputable and financially responsible. Landlord may justifiably refuse consent to any assignment based upon (i) the financial position of the proposed assignee; (ii) the relevant business experience of the proposed assignee; (iii) the proposed use of the Premises (if different than the permitted uses under this Agreement); (iv) the character and reputation of the proposed assignee; (v) the economic terms of the proposed assignment; and (vi) any other factor that Landlord reasonably deems relevant to the proposed assignment. Tenant agrees to reimburse Landlord for any reasonable third party expenses that may be incurred by Landlord in connection with any proposed assignment, including the reasonable cost of investigating the acceptability of the proposed assignee and reasonable third party legal expenses incurred in connection with the granting of any requested consent.

(c) Notwithstanding anything to the contrary, Landlord's consent shall not be required and Section 12(b) shall not apply with respect to any Transfer (i) by the foreclosure of any Leasehold Mortgage or through a deed or instrument of transfer delivered in lieu of such foreclosure or through a deed or instrument of transfer by a Leasehold Mortgagee out of foreclosure or next after having received a deed or other instrument of transfer delivered in lieu thereof, (ii) to a direct or indirect Affiliate of Tenant so long as the ultimate parent company, currently Beta Technologies, Inc., a Delaware corporation, remains liable for the obligations of the tenant under this Lease, or (iii) in connection with a Permitted Sale-Leaseback (as set forth in Section 13(m)). As used in this Agreement, "Affiliate" means a person or entity that Controls, is Controlled by, or is under common Control with another person or entity, and "Control" or "Controlled" means ownership of more than fifty percent (50%) of the outstanding voting stock of a corporation, or other

majority equity and control interest of an entity which is not a corporation, or the possession of power to direct or cause the direction of the management and policy of such corporation or other entity, whether through the ownership of voting securities, by statute or according to the provisions of a contract.

(d) Except for a Transfer to an Affiliate pursuant to which the parent company will remain liable for the obligations of the tenant under this Lease as stated in Section 12(c), from and after a Transfer by Tenant of its interest in the Premises and this Lease that is permitted pursuant to this Section 12, the Tenant (meaning, the transferor) shall have no obligation for liabilities under this Lease first arising from and after the date of such Transfer, provided that in the instrument effecting the Transfer, the transferee shall assume and agree to perform all of the terms, covenants and conditions of this Lease from and after the date of the Transfer.

(e) Except as expressly set forth in Section 12(a), Tenant may, without Landlord's consent, enter into subleases, licenses, occupancy agreements or management agreements for the possession, operation or use of any space in the Project and any amendments thereto (collectively, "Subleases") with any person in Tenant's sole discretion; provided, however, Tenant shall not enter into any Sublease of the Project (exclusive of Subleases with Affiliates) which, when combined with any other then pending Sublease of the Project (exclusive of Subleases with Affiliates), exceeds fifty percent (50%) of the occupiable area of the Project, without Landlord's prior written consent (subject to Section 44). Whether Landlord's consent to a Sublease is required or not, Tenant shall provide Landlord with a copy of each and every Sublease that Tenant enters into for space in the Project. When Tenant seeks Landlord's consent to any Sublease of the Project, Tenant shall provide Landlord with a written list of all then pending Subleases in the Project and Tenant's calculation of the occupiable area covered by such Subleases, as well as the total occupiable area of the Project. Notwithstanding anything to the contrary, Landlord's consent shall not be required and this Section 12(e) shall not apply with respect to any Sublease (i) by the foreclosure of any Leasehold Mortgage or through a deed or instrument of transfer delivered in lieu of such foreclosure or through a deed or instrument of transfer by a Leasehold Mortgagee out of foreclosure or next after having received a deed or other instrument of transfer delivered in lieu thereof, (ii) to a direct or indirect Affiliate of Tenant so long as the ultimate parent company, currently Beta Technologies, Inc., a Delaware corporation, remains liable for the obligations of the tenant under this Lease, or (iii) in connection with a Permitted Sale-Leaseback (as set forth in Section 13(m)).

(f) Except as set forth above in this Section 12, any transfer, assignment or subletting without the prior written consent of Landlord as provided above shall be void *ab initio*. Landlord's consent to a transfer, assignment or subletting, or to any use or occupancy by a party other than Tenant, shall not invalidate or constitute a waiver of this provision, and each subsequent transfer or assignment, and each subsequent use and occupancy by a party other than Tenant shall likewise be made only with the prior written consent of Landlord.

Section 13. Leasehold Mortgage / Sale-Leaseback.

(a) Tenant shall have the right to mortgage or pledge its interest in this Lease (a "Leasehold Mortgage") to one or more mortgagees (a "Leasehold Mortgagee") at any time and from time to time. The term "Leasehold Mortgage" as used in this Agreement shall include a mortgage, a deed of trust, a deed to secure debt and any other conveyance or agreement for security purposes, which may now or hereafter affect the Premises. The term "Leasehold Mortgagee" as used in this Agreement shall include the holder of (including any nominee or administrator) or the beneficiary under, as the case may be, a mortgage, deed of trust, deed to secure debt or any other conveyance or agreement for security purposes, which may now or hereafter affect the Premises.

(b) Tenant or the Leasehold Mortgagee shall give to Landlord written notice of the making of

any Leasehold Mortgage (which notice shall contain the name and office address of the Leasehold Mortgagee) within ten (10) days after the execution and delivery of such Leasehold Mortgage and a duplicate original or certified copy thereof.

(c) Landlord shall give to each Leasehold Mortgagee, at the address of such Leasehold Mortgagee set forth in the notice from such Leasehold Mortgagee or from Tenant, and otherwise in the manner provided by Section 25, a copy of each notice given by Landlord to Tenant hereunder (including notice of an Event of Default) at the same time as and whenever any such notice shall thereafter be given by Landlord to Tenant, and no such notice by Landlord shall be deemed to have been duly given to Tenant (and no grace or cure period shall be deemed to have commenced) unless and until a copy thereof shall have been given to each such Leasehold Mortgagee. The Leasehold Mortgagee (i) shall thereupon have a period of thirty (30) days more in the case of an Event of Default in the payment of Rent and sixty (60) days more in the case of any other Event of Default (or in the case of a non-monetary Event of Default which shall require more than sixty (60) days to cure using due diligence, then such longer period of time as shall be necessary so long as such Leasehold Mortgagee shall have commenced to cure (or caused to be commenced such cure) within such 60-day period and continuously prosecutes or causes to be prosecuted the same to completion with reasonable diligence and continuity), after the applicable period afforded Tenant for remedying the Event of Default or causing the same to be remedied has expired and (ii) shall, within such period and otherwise as herein provided, have the right (but not the obligation) to remedy such Event of Default or cause the same to be remedied. Landlord shall accept performance by or on behalf of the Leasehold Mortgagee of any covenant, condition or agreement on Tenant's part to be performed hereunder with the same force and effect as though performed by Tenant, so long as such performance is made in accordance with the terms and provisions of this Lease. Landlord shall not object to any temporary entry onto the Premises by or on behalf of the Leasehold Mortgagee to the extent necessary to effect such Leasehold Mortgagee's cure rights, provided such entry is in compliance with Applicable Law. Notwithstanding anything to the contrary, the Leasehold Mortgagee shall have no obligation to cure an Event of Default except as expressly provided in this Lease.

(d) A non-monetary default by Tenant or a non-monetary Event of Default shall not be deemed to exist as long as the Leasehold Mortgagee, in good faith, (i) shall have commenced to cure (or caused to be commenced such cure) the default or Event of Default within the time periods provided in Section 13(c), and continuously prosecutes or causes to be prosecuted the same to completion with reasonable diligence and continuity (subject to Unavoidable Delays), or (ii) if possession of the Premises or any part thereof is required in order to cure such default or Event of Default, shall have notified Landlord within thirty (30) days after the applicable period afforded to Tenant for remedying the default or Event of Default shall have expired of its intention to institute foreclosure proceedings to obtain possession directly or through a receiver, and thereafter commences such foreclosure proceedings, prosecutes such proceedings with all reasonable diligence and continuity (subject to Unavoidable Delays) and, upon obtaining such possession, commences promptly to cure the default or Event of Default and prosecutes the same to completion with all reasonable diligence and continuity (subject to Unavoidable Delays).

(e) Notwithstanding anything in this Section 13 to the contrary, a Leasehold Mortgagee shall not be required to cure any Incurable Defaults of Tenant, and if any Leasehold Mortgagee, assignee or transferee shall acquire the Premises pursuant to a foreclosure or transfer in lieu of foreclosure, then any such Incurable Default by Tenant shall no longer be deemed a default or Event of Default. For purposes of this Agreement, "Incurable Default" shall mean (i) any Event of Default described in Section 21(a)(iv) or Section 21(a)(v), (ii) any Event of Default that is personal in nature to the Tenant, and (iii) any Event of Default that is based upon Tenant's wrongful assignment of this Lease or any interest therein (other than a wrongful assignment to such Leasehold Mortgagee).

(f) With respect to any default or Event of Default, so long as the Leasehold Mortgagee shall

be diligently exercising its cure rights under this Section 13 with respect thereto within the applicable cure periods set forth above and so long as, if possession of the Premises is required to cure the same, the Leasehold Mortgagee shall be taking the actions required by Section 13(d), Landlord shall not (i) re-enter the Premises, (ii) serve a termination notice, or (iii) bring a proceeding on account of such default to (A) dispossess Tenant and/or other occupants of the Premises, (B) re-enter the Premises, or (C) terminate this Lease or the leasehold estate (such rights described in clauses (i), (ii) and (iii) being herein "Landlord's Termination Rights"). Upon any cessation of the Leasehold Mortgagee so exercising such rights and undertaking such activities, Landlord may exercise any of Landlord's Termination Rights hereunder. Nothing in the protections to Leasehold Mortgagees provided in this Lease shall, however, be construed to either (i) extend the Term beyond the expiration date provided for in this Lease that would have applied if no default had occurred or (ii) require such Leasehold Mortgagee to cure any non-monetary default by Tenant that is not capable of being cured as a condition to preserving this Lease or, in the case of a Leasehold Mortgagee only, to obtaining a New Lease as provided in this Section 13.

(g) The exercise of any rights or remedies of a Leasehold Mortgagee, including the consummation of any foreclosure or transfer in lieu of foreclosure, shall not constitute a default under this Lease. A Leasehold Mortgagee shall provide Landlord with prior written notice of its commencement of any foreclosure or of its commencement of any efforts to cause a transfer in lieu of foreclosure.

(h) No Leasehold Mortgagee shall become liable under the provisions of this Lease unless and until such time as it becomes, and then only for so long as it remains, the owner of the leasehold estate created hereby and no performance by or on behalf of such Leasehold Mortgagee of Tenant's obligations hereunder shall cause such Leasehold Mortgagee to be deemed to be a "mortgagee in possession" unless and until such Leasehold Mortgagee shall take control or possession of the Premises.

(i) New Lease.

(i) In the event of the termination of this Lease as a result of an Event of Default by Tenant, prior to the expiration of the Term, whether by summary proceedings to dispossess, service of notice to terminate, or otherwise, or as a result of any bankruptcy, insolvency or similar proceedings, Landlord shall serve upon each Leasehold Mortgagee who is entitled to notice, written notice of such termination promptly following same, together with a statement of any and all sums which would at that time be due under this Lease but for such termination, and of all other defaults, if any, under this Lease then known to Landlord. Subject to Section 13(i)(iv) below, the Leasehold Mortgagee shall thereupon have the option to obtain a new lease in accordance with and upon the following terms and conditions, and otherwise upon the same terms and conditions and in the same form as this Lease (including a term that expires on the same expiration date as this Lease) (a "New Lease");

i. Upon the written request of such Leasehold Mortgagee, served upon Landlord in accordance with Section 25, within forty-five (45) business days after service upon the Leasehold Mortgagee of the aforementioned notice of termination, Landlord shall enter into a New Lease of the Premises with the Leasehold Mortgagee or any designee of the Leasehold Mortgagee (such Leasehold Mortgagee or such designee, the "New Tenant").

ii. The New Lease shall be effective as of the date of termination of this Lease and shall be for the remainder of the Term and at the Base Rent and upon

all the agreements, terms, covenants and conditions hereof, it being acknowledged that the New Lease is effectively a reinstatement of this Lease (but with the New Tenant). Upon and as a condition to Landlord's execution of such New Lease, the New Tenant shall pay any and all sums which would at the time of the execution thereof be due under this Lease but for its termination, as aforesaid, and shall commence to remedy any non-monetary defaults (other than Incurable Defaults) under this Lease (and the New Lease shall require the New Tenant to diligently continue to remedy such non-monetary defaults until cured). Landlord shall have no obligation to deliver physical possession of the Premises in connection with the giving of any such New Lease to the extent that Landlord shall not previously have recovered possession of same.

- iii. Nothing herein contained shall release Tenant from any of its obligations under this Lease which shall not have been discharged or fully performed by Tenant or by such Leasehold Mortgagee.
- (ii) As between Landlord and such New Tenant, any such New Lease and the leasehold estate thereby created, subject to the same conditions contained in this Lease, shall continue to maintain the same priority as this Lease with regard to any mortgage or any other lien, charge or encumbrance whether or not the same shall then be in existence.
- (iii) Upon the execution and delivery of a New Lease under this Section 13(i), all subleases which theretofore may have been assigned to Landlord thereupon shall be assigned and transferred, without recourse, by Landlord to the New Tenant. Between the date of termination of this Lease and the date of execution and delivery of the New Lease, if a Leasehold Mortgagee shall have requested such New Lease, Landlord shall not enter into any new subleases, cancel or modify in any material respect any then-existing subleases or accept any cancellation, termination or surrender thereof (unless such termination shall be effected as a matter of law on the termination of this Lease) without the written consent of the Leasehold Mortgagee, not to be unreasonably withheld or delayed, except as permitted in the subleases.
- (iv) Any rejection of this Lease by any trustee of Tenant in any bankruptcy, reorganization, arrangement or similar proceeding which would otherwise cause this Lease to terminate, shall, without any action or consent by Landlord, Tenant or any Leasehold Mortgagee, effect the transfer of Tenant's interest hereunder to the Leasehold Mortgagee or its nominee or designee. Such Leasehold Mortgagee may reject the transfer of this Lease upon such transfer upon giving notice thereof to Landlord no later than thirty (30) days after notice from Landlord of such transfer. Such Leasehold Mortgagee shall thereupon have no further rights or obligations hereunder. Alternatively, the Leasehold Mortgagee may, during such 30-day period, request a New Lease in accordance with the provisions of this Section 13(i). In the event that the Leasehold Mortgagee shall fail either to timely effect the transfer of this Lease or timely request a New Lease, then this Lease shall be deemed terminated and no Leasehold Mortgagee shall have any further rights under this Lease.
- (j) Additional Leasehold Mortgagee Protective Clauses. In addition to the other rights, notices

and cure periods afforded to the holders of any Leasehold Mortgage, Landlord further agrees that:

- (i) without the prior written consent of the Leasehold Mortgagee, Landlord will neither agree to any material modification or amendment of this Lease, including any modification or amendment that increases Tenant's obligations or reduces Tenant's rights under this Lease, nor accept a surrender or cancellation of this Lease;
- (ii) Landlord shall execute any modification to the Lease and enter into recognition agreements (in form and substance reasonably acceptable to Landlord, at the cost and expense of the party making the request) as reasonably requested by a Leasehold Mortgagee as a condition to making a loan to Tenant, provided that the same does not materially increase Landlord's obligations or materially diminish Landlord's rights hereunder;
- (iii) the Leasehold Mortgagee shall have the right to participate in the adjustments of any insurance claims of the nature set forth in Article 16 and condemnation awards of the nature set forth in Article 17; and
- (iv) within fifteen (15) business days following the written request of Tenant from time to time, Landlord shall execute and deliver an instrument addressed to the holder of any Leasehold Mortgage confirming that such holder is a Leasehold Mortgagee and entitled to the benefit of all provisions contained in the Lease which are expressly stated to be for the benefit of Leasehold Mortgagees.

(k) No merger of fee title with the leasehold interest under any circumstances (whether voluntary or involuntary or effected by the Landlord or the Tenant) will result in the termination of this Agreement or an extinguishment of any Leasehold Mortgage.

(l) Notwithstanding any other term or provision of this Lease to the contrary, Landlord's interest in this Lease and in the Premises shall not be subject or subordinate to any Leasehold Mortgage now or hereafter placed upon Tenant's interest in this Lease, the leasehold interest created hereby, or upon any interest in Tenant.

(m) Sale-Leaseback. Upon or following substantial completion of the Project, Tenant may, with Director of Aviation's prior written consent, to Transfer, in whole or in part, Tenant's interest in this Lease and/or the Project in a transaction through which Beta Technologies, Inc. or its Affiliate (the "Beta Sublessee") simultaneously enters into, and thereafter remains the subtenant under, a Sublease for the entirety of the property interest subject to such Transfer (the "Beta Sublease", and together with such Transfer, a "Sale-Leaseback"). Notwithstanding anything to the contrary, the City shall have the same rights, subject to the same exceptions, to review and approve any Transfer of the Beta Sublessee's interest in the Beta Sublease that the City holds with respect to a Transfer of this Lease pursuant to Section 12. Following any such approval by the Director of Aviation, Landlord shall execute any modification to the Lease and enter into recognition agreements (in form and substance reasonably acceptable to Landlord, at the cost and expense of the party making the request) as reasonably requested in connection with a Sale-Leaseback, provided that the same does not materially increase Landlord's obligations or materially diminish Landlord's rights hereunder.

Section 14. Signs. Tenant has the right to place, install or maintain upon the Premises any sign, symbol, advertisement or similar device which is intended to be visible to public view from outside the Premises so long as Tenant first obtains, at its sole expense, all necessary governmental permits and

approvals therefor and Landlord's prior written consent (subject to Section 44).

Section 15. **Indemnity and Insurance.** [NTD: Beta to confirm with risk management]

(a) Tenant shall, from and after the Effective Date, defend, indemnify and hold harmless Landlord, its officers and employees, from and against all loss, liability, damages, claims, proceedings, costs (including costs of defense and reasonable attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity), expenses, demands, suits and causes of action (all of the foregoing collectively referred to as "Liabilities") arising out of or in connection with (i) damage to property or death or injury to any person sustained on or about the Premises, or arising (directly or indirectly) out of or in connection with Tenant's possession, use, occupation or control of the Premises, (ii) damage to any property or death or injury to any person anywhere occasioned, or claimed to have been occasioned, by any willful misconduct or any negligent act or omission of Tenant, its agents, employees, licensees or contractors and (iii) any breach or default of this Agreement by Tenant, its agents, employees, licensees or contractors, except in any event to the extent such damage, death, injury or Liabilities are caused by or arise from the willful misconduct or negligence of Landlord.

(b) Insurance Certificates. Unless waived in writing or otherwise provided by the Landlord, the Tenant shall procure the insurance coverages identified below at the Tenant's own expense and shall furnish the Landlord an insurance certificate listing "City of Burlington, Burlington International Airport" as the certificate holder. The insurance certificate must provide the following:

- Name and address of authorized agent.
- Name and address of insured.
- Name of insurance company(ies).
- Description of policies, including coverage type and amounts.
- Policy Number(s).
- Policy Period(s).
- Limits of liability.
- Name and address of Landlord as certificate holder.
- Signature of authorized agent.
- Telephone number of authorized agent.
- Insurance company will endeavor to notice in accordance with the policy provisions in the event of cancellation/non-renewal.
- Landlord designated as additional insured on a primary, noncontributory basis, with waiver of subrogation and thirty (30) days' notice of cancellation under all policies with the exception of professional liability, and except that additional insured status is not required for workers' compensation. Copies of endorsements shall be attached to the certificate of insurance.

Landlord may require certificates of insurance for any insurance policies entered into by Tenant, and Tenant is responsible for annually verifying and confirming in writing to Landlord that all sub-contractors, agents, operators or workers meet the minimum coverage and limits plus maintain current certificates of coverage, and that all work activities related to this Agreement shall meet minimum coverage and limits, with any sub-contractors, agents, operators or workers complying with the same insurance requirements as Tenant.

(c) Policy Provisions. Each of the insurance coverages required below (i) shall be issued by a company licensed by the State of Vermont to transact the business of insurance in the State of Vermont for the applicable line of insurance, and (ii) shall be an insurer with an A.M. Best Co. Policyholders Rating of "A-/VIII" or better by the latest *A. M. Best Insurance Report* or has an analogous rating from a comparable

rating service approved by Landlord. Each such policy shall contain the following provisions:

- (i) All certificates shall contain a provision stating that the coverages afforded under said policies will not be cancelled, materially changed or not renewed without at least thirty (30) days written prior notice to the Landlord; and
- (ii) The policies shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives and shall contain a clause to the effect that such policies and the coverage evidenced thereby shall be primary with respect to any policies carried by Landlord, and that any coverage carried by Landlord shall be excess insurance. In no event shall the limits of said policies be considered as limiting the liability of Tenant under this Agreement.

(d) Insurance Coverages. During the Term, the Tenant agrees to purchase and maintain the following types of insurance coverages, and provide evidence of continuing coverage to Landlord on an annual basis. Under no circumstances shall Tenant's liability be limited to the amount of insurance carried. Any changes to insurance are at the sole expense of Tenant. Limits of insurance required at the Effective Date of this Agreement are as follows:

- (i) Workers' Compensation and Employer's Liability. The Tenant agrees to provide Workers' Compensation coverage in accordance with the statutory limits as established by the State of Vermont and with a minimum limit for employer's liability no lower than \$500,000/accident (bodily injury by accident) and \$500,000 policy limit, \$500,000/employee (bodily injury by disease). The Tenant shall require all contractors and subcontractors performing work or occupying the Premises under this Agreement to obtain an insurance certificate showing proof of Workers' Compensation coverages and Tenant shall require from its general contractor(s) that all subcontractors submit certificates of such insurance to Landlord prior to performing work or occupying the Premises.
- (ii) Employers' Liability Insurance. If Tenant has employees, the Tenant shall also maintain Employers Liability Insurance Coverage with limits of at least:

Bodily Injury by Accident - \$500,000 each accident; and
Bodily Injury by Disease - \$500,000 each employee.
Bodily Injury by Disease - \$500,000 policy limit.

The Tenant shall require all contractors and subcontractors performing work or occupying the Premises under this Agreement to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and Tenant shall require from its general contractor(s) that it and all subcontractors submit certificates of such insurance to Landlord prior to performing work or occupying the Premises. Notwithstanding the foregoing, recognizing that not all subcontractors will have the limits set forth herein, the Tenant may allow its contractor to have discretion to accept lower limits from subcontractors as appropriate.

- (iii) Commercial General Liability Insurance. The Tenant shall provide Commercial General Liability Insurance naming the Landlord as additional insured on a primary, non-contributory basis (using endorsements CG 20 10 and CG 20 37 or their equivalents for a period of three year), which shall include, but need not be

limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, contractual liability, fire legal liability, blasting and explosion, collapse of structures and underground damage liability. The Commercial General Liability Insurance shall provide at minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate. Pollution shall be included or provided as a separate policy with minimum limits of \$1,000,000 per occurrence.

- (iv) Commercial Business Automobile Liability Insurance. The Tenant shall provide Commercial Business Automobile Liability Insurance naming the Landlord as additional insured on a primary, non-contributory basis which shall include coverage for bodily injury and property damage liability arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each accident.
- (v) Commercial Umbrella Liability Insurance. The Tenant shall provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability, the Commercial Business Automobile Liability, Pollution Liability, and Employers' Liability on a follow form basis in addition to the minimum limits set forth herein and including identical additional insured requirements as required in the primary liability policies. The minimum amount of Umbrella limits required above the coverages and minimum limits stated above shall be \$4,000,000 per occurrence and \$4,000,000 in the aggregate. Alternatively, if excess coverage is not available for any of the liability policies referenced above, the minimum limits of the underlying policy shall be increased by \$4,000,000 per occurrence and \$4,000,000 in the aggregate.
- (vi) Builders Risk Insurance. During the construction of the Project, any major renovation (defined to mean with a cost in excess of \$100,000) or major reconstruction of all or any portion of the Project, Tenant shall provide, or cause its Contractor to provide, a Builder's Risk Insurance Policy to be made payable to the Landlord and Tenant as their interests may appear, but in all instances subject to the terms, conditions of any Leasehold Mortgage and the requirements of any Leasehold Mortgagee. The policy amount should be equal to 100% of the construct sum under any construction contract applicable to any such reconstruction. All deductibles shall be the sole responsibility of Tenant or the Contractor, and in no event shall the amount of any deductible exceed \$250,000.00. The policy shall be endorsed substantially as follows:

"The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:

- (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and
- (ii) Partial or complete occupancy by Tenant, and
- (iii) Performance of work in connection with construction operations insured by the Tenant, by agents or sublessees or other contractors of Tenant, or by contractors of the Tenant."

- (vii) During the construction of the Project, any major renovation (defined to mean with a cost in excess of \$100,000) or major reconstruction of all or any portion of the Project, Tenant shall require its general contractor, architect and other design professionals with significant design obligations (other than the landscape architect) to carry professional liability insurance covering claims arising out of negligent errors or omissions in rendering or failure to render professional services, in an amount not less than \$1 million each claim and \$2 million annual aggregate; coverage shall include liability arising out of a contract, and if such insurance is on a claims made basis, Tenant's architect shall maintain liability coverage for not less than five years following the date of substantial completion of the work.
- (viii) Property Insurance. Upon completion of the Project, during the Term Tenant shall provide an "all risk" Property Insurance Policy to be made payable to the Landlord and Tenant as their interests may appear, but in all instances subject to the terms and conditions of any Leasehold Mortgage and the requirements of any Leasehold Mortgagee. The policy amount should be equal to 100% of the replacement value of the completed Project and related improvements and shall include replacement cost, demolition cost and increased cost of construction endorsements. All deductibles shall be the sole responsibility of Tenant, and in no event shall the amount of the "All Risk" deductible exceed \$100,000.00. Any improvements constructed by Tenant upon the Premises shall be constructed and maintained at Tenant's risk.
- (ix) Performance Bond and Payment Bond. During the construction of any major renovation (defined to mean with a cost in excess of \$500,000) or major reconstruction of all or any portion of the Project, Tenant shall deliver to Landlord, at the time of execution of a contract related to such construction or reconstruction work evidence of, (x) a Performance Bond of Tenant's contractor equal to 100% of the completed value of the work with Landlord named as a co-obligee, and (y) a Labor and Materials Payment Bond from Landlord's contractor in the amount equal to 100% of the completed value. For additional clarity, this Section 15(d)(ix) shall not apply with respect to the initial construction of the Project, bonding for which is addressed in Section 3(d)(iii), or otherwise with respect to work being performed by the Contractor.

(e) Waiver of Subrogation. Each of Landlord and Tenant hereby releases the other and their officers, directors, shareholders, agents and employees from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by any of the perils which are insured against under standard policies of fire and casualty insurance (including extended coverage), even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. This provision shall be deemed suspended during any period of time when insurance companies will not issue insurance policies for properties with such a provision in this Agreement.

(f) Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein continues throughout the Term and shall not terminate until this Agreement has expired or been terminated and the Premises surrendered.

(g) Review of Insurance. Subject to the terms and conditions of any Leasehold Mortgage and the requirements of any Leasehold Mortgagee, the Landlord reserves the right to review the insurance

coverage requirements every five years to ensure that the specified coverages and limits remain commercially reasonable for similar improvements and facilities, and Tenant shall modify its coverage throughout the term of this Agreement at Tenant's sole expense upon the reasonable request of Landlord if the specified coverages and limits are no longer commercially reasonable for similar improvements and facilities.

Section 16. **Damage or Destruction.** If, during the Term, the Project is wholly or partially damaged or destroyed, Tenant shall promptly give written notice of that damage or destruction to Landlord. Subject to the terms of any Leasehold Mortgage then in effect, any such damage or destruction shall not terminate this Agreement, and Tenant shall apply available insurance proceeds and the amount then held in the Capital Reserve Account to promptly repair, restore, replace, rebuild, or reconstruct (herein "Restoration" or "Restore") the Project to substantially the same quality, workmanship, finishes and size as existed immediately before the damage or destruction unless the Landlord gives its prior written approval to do otherwise (subject to Section 44). Subject to the terms of any Leasehold Mortgage then in effect, which may provide that a Leasehold Mortgagee has the right to participate in adjustment of losses as to casualty proceeds, the Restoration shall be commenced promptly and prosecuted with due diligence following adjustment or collection of insurance proceeds. The terms of any Leasehold Mortgage may require payment of insurance proceeds to be made to the Leasehold Mortgagee or to an independent trustee acceptable to the Leasehold Mortgagee until Restoration is complete. Base Rent required to be paid hereunder shall abate in proportion to that part of the Premises that is rendered unfit for occupancy bears to the whole of the Premises until Restoration is complete. In no event shall Landlord have any right to receive any insurance proceeds; any excess insurance proceeds remaining following Restoration shall be delivered to Tenant, subject to the rights of any Leasehold Mortgagee. The parties acknowledge that if funds held in the Capital Reserve Account are used in connection with the restoration of the Project, the reduction of the sum then held in the Capital Reserve Account may be offset by the fact that some or all of the Project shall have been replaced prior to their scheduled replacement. Notwithstanding the foregoing, Tenant agrees that if reasonably requested by Landlord, it shall commission a third-party consultant selected and paid for by Tenant and reasonably acceptable to Landlord to perform a life cycle analysis of the Project following restoration to determine the amount by which the Capital Reserve Account shall be funded on a monthly basis following restoration.

Notwithstanding anything to the contrary, if any damage or casualty to the Project shall occur within the five (5) years prior to the end of the Term, and the cost of Restoration pursuant is reasonably estimated to exceed one percent (1%) of the replacement cost thereof, Tenant shall have the right to terminate this Lease. Tenant shall exercise such right on or before the date that is ninety (90) days after the occurrence of such damage or casualty. If Tenant provides such notice of termination of this Lease, then at the option of Landlord, Tenant, at its sole cost and expense (subject to reimbursement from the Capital Reserve Fund and as described below), shall either (i) demolish the Project, or (ii) safeguard and secure the Project so that they do not present any imminent danger to person or property. Landlord shall exercise such option within two (2) months after such notice. If this Lease so terminates, then the proceeds of insurance shall be disbursed as follows: (a) first, to any Leasehold Mortgagee, the amount of the outstanding indebtedness secured by the Leasehold Mortgage, (b) second, to Tenant to reimburse Tenant for the out-of-pocket costs incurred by Tenant pursuant to clauses (i) and (ii) above, if any, and (c) the balance, to Landlord.

Section 17. **Condemnation or Eminent Domain; Certain Other Governmental Orders.**

(a) If the whole of the Premises and the Project shall be appropriated or condemned under power of eminent domain by any competent authority for any public or quasi-public use or purpose after the Effective Date, Tenant reserves unto itself the right to prosecute its claim for an award of damages for the termination of this Agreement caused by such appropriation or taking, together with damages based on

the value of Tenant's total improvements on the Premises and damages Tenant may sustain caused by such appropriation and taking of, or the injury to, the Tenant's leasehold interest. In such event, this Agreement shall terminate when Tenant can no longer use the Premises in the manner herein intended, or when possession thereof shall be required by the appropriating or condemning authority, whichever shall first occur and any unearned Rent or other charges, if any, paid in advance shall be refunded to Tenant.

(b) If a part of the Premises shall be appropriated or condemned, and Tenant determines in its reasonable discretion that such partial taking renders the continued operation and management of the Premises uneconomic, then and in any such event Tenant, at any time either before or within a period of sixty (60) days after the date when possession on the part of the Premises so taken shall be required by the appropriating or condemning authority may elect to terminate this Agreement. If Tenant shall exercise such election to terminate this Agreement, Tenant shall have the right to prosecute its claim for an award for damages for the termination of this Agreement caused by such partial appropriation or taking, together with damages based on the value of Tenant's total improvements in the same manner and to the same extent as that hereinbefore reserved by Tenant in the event that the whole of the Premises were appropriated or condemned, except that nothing herein shall be construed to entitle Tenant to any such damages or to obligate the Landlord to pay any such damages or portion thereof upon a failing by the condemning or appropriating authority or an adjudication as between the authority and Tenant to make an award of damages. Upon termination, any unearned Rent or other charges, if any, paid in advance shall be refunded to Tenant. For additional clarity, any temporary taking of the whole or part of the Premises shall be considered under this Section 17 as a partial taking.

(c) If Tenant shall fail to exercise such option, or in the event that a part of the Premises shall be taken or condemned under circumstances in which Tenant shall have no such option, then in either event this Agreement shall continue in full force and effect and shall terminate only as to that part of the Premises so taken and Rent required to be paid hereunder shall abate in proportion to that part of the Premises that is taken or condemned bears to the whole of the Premises. In that event Tenant shall, using compensation available or paid upon such a partial taking (or purchase), and if those are insufficient, using funds then held in the Capital Reserve Account, make all repairs to the buildings and improvements on the Premises affected by such taking (or purchase) to the extent necessary to restore the same to a complete architectural unit (to the extent permitted, however, taking into consideration the amount of land remaining after any such taking or purchase). All compensation available or paid to the Landlord and Tenant upon such a partial taking (or purchase), shall be paid to Tenant for the purpose of paying towards the cost of such restoration, and any excess compensation shall be paid first to Tenant for the value of any improvements or improved property so taken, and then to Landlord for the value of any property taken and considered as unimproved and for the cost of any property restoration occasioned by such partial taking (or purchase). The parties acknowledge that if funds held in the Capital Reserve Account are used in connection with the restoration of the Project, the reduction of the sum then held in the Capital Reserve Account may be offset by the fact that some or all of the Project shall have been replaced prior to their scheduled replacement. Notwithstanding the foregoing, Tenant agrees that if reasonably requested by Landlord, it shall commission a third-party consultant selected and paid for by Tenant and reasonably acceptable to Landlord to perform a life cycle analysis of the Project following restoration to determine the amount by which the Capital Reserve Account shall be funded on a monthly basis following restoration.

(d) In all events, and notwithstanding the foregoing provisions of this Section or anything to the contrary, a Leasehold Mortgagee shall have the right to participate in any condemnation proceedings and settlement discussions. If any Leasehold Mortgage is in effect at the time of any taking or partial taking, payments or awards made in connection therewith shall be made to the Leasehold Mortgagee or to an independent trustee for the purposes of supervising and controlling the receipt and disbursement of condemnation awards for the restoration of the Premises (in the event of a partial taking that does not result in the termination of this Agreement) or otherwise. This payment must not be less than the total award

minus the value of the land considered as unimproved but encumbered by this Agreement.

(e) To the maximum extent allowable under State or Federal Law, Tenant reserves its rights to pursue damages or remedies for any condemnation of the Premises. Nothing in this Section 17 waives or modifies any legal or equitable rights Tenant may have as a leasehold owner or as a business owner in the event the Premises is subject to eminent domain.

(f) In the event of the issuance by any court of competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Tenant of all or any substantial part of the Premises or preventing or restraining the use of the Airport for usual Airport purposes in its entirety, or the use of any part thereof which may be used by Tenant and which is necessary for Tenant's operations on the Airport, Landlord shall not be deemed in default of its obligations hereunder, and Tenant's obligation to pay Rent shall equitably abate until such order terminates or is vacated.

(g) In the event that any agency or instrumentality of the federal or any state or local government shall occupy the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action, of normal civilian traffic at the Airport or its use for civil aviation, and any of said events shall result in material interference with Tenant's normal operations, Landlord shall not be deemed in default of its obligations hereunder, and Tenant's obligation to pay Rent shall equitably abate until such state affairs ceases and normal operations resume

Section 18. Landlord's Right to Mortgage Property.

(a) Landlord shall have the right to grant one or more mortgages, deeds of trust or other security instruments on Landlord's interest in the Premises (each, a "Fee Mortgage"), subject to Section 18(b).

(b) Any Fee Mortgage shall automatically and without further act be subject and subordinate in all respects to this Lease, any Leasehold Mortgage and the Tenant's rights hereunder. The foregoing is intended to provide that although the Fee Mortgage pertains to the fee interest in the Property, any exercise by the holder of a Fee Mortgage (each, a "Fee Mortgagee") of its remedies thereunder shall be subject to this Lease and any Leasehold Mortgage and shall not terminate or otherwise affect this Lease. No foreclosure of such Fee Mortgage (or deed in lieu of such foreclosure) or other exercise of remedies under a Fee Mortgage, shall operate to disturb the rights of Tenant under this Lease or the rights of a Leasehold Mortgagee under a Leasehold Mortgage, and the transferee thereof shall recognize such rights. The foregoing provisions of this Section 18(b) are intended to be self-operative, but each Fee Mortgagee, by acceptance of its Fee Mortgagee, shall be deemed to have agreed to execute such further assurances as Tenant or any Leasehold Mortgagee may reasonably request to confirm the agreements set forth in this Section 18(b).

Section 19. Environmental Compliance.

(a) Except as provided in Subsections 19(b) and 19(d), below, to the extent caused by or arising from the acts or omissions of Tenant, its agents, employees or contractors, Tenant shall defend, indemnify, and hold harmless Landlord and its officers and employees from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including reasonable attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to: (i) the presence, disposal, release, or threatened release of any Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party

other than Tenant, its agents, employees or contractors; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors; and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities which are based upon or in any way related to Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors. For purposes of this Section 19, the term “Hazardous Materials” includes any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, oil or petroleum products, asbestos, or related materials; including as the same are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901, *et seq.*), applicable Vermont Statutes, and in the regulations adopted and publications promulgated pursuant thereto. Tenant shall provide Landlord with copies of any notices, correspondence, warnings, guidance or other written materials received from any governmental authority or other person or entity in connection with Hazardous Materials and the Premises and shall give Landlord written notice of its discovery or release of any Hazardous Materials on, from or affecting the Premises. The foregoing provisions shall be in addition to any other obligations and liabilities Tenant may have under this Agreement, at common law, or otherwise, and shall survive the termination or expiration of this Agreement for a period of two years.

(b) Tenant shall not be liable to Landlord for any Hazardous Materials to the extent that such Hazardous Materials were generated, stored, handled, transported, disposed of, discharged or released by any party other than Tenant, its agents, employees or contractors.

(c) Tenant shall provide Landlord with copies of any environmental reports or studies in its possession or in the possession of its agents which it can obtain without expense related to the Premises and any notices, correspondence, warnings, guidance or other written materials received from any governmental authority or other person or entity in connection with Hazardous Materials on, from or affecting the Premises and shall give Landlord written notice of its discovery or release of any Hazardous Materials on, from or affecting the Premises.

(d) Except as otherwise provided in Subsection 19(a), above, Landlord shall defend, indemnify, and hold harmless Tenant and its members and managers from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to: (i) the presence, disposal, release, or threatened release of any Hazardous Materials on, from, or affecting the Premises to the extent generated, stored, handled, transported, disposed of, discharged or released prior to the Effective Date and/or by Landlord or its tenants, agents, employees, licensees or contractors, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by Tenant, its agents, employees, licensees or contractors; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials on, from or affecting the Premises to the extent generated, stored, handled, transported, disposed of, discharged or released prior to the Effective Date and/or by Landlord or its tenants, agents, employees, licensees or contractors, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by Tenant, its agents, employees, licensees or contractors; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to Hazardous Materials on, from or affecting the Premises; and/or (iv) any

violation of laws, orders, regulations, requirements, or demands of government authorities based upon or in any way related to Hazardous Materials on, from or affecting the Premises to the extent generated, stored, handled, transported, disposed of, discharged or released prior to the Effective Date and/or by Landlord or its tenants, agents, employees, licensees or contractors, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by Tenant, its agents, employees, licensees or contractors. Landlord shall provide Tenant with copies of any notices, correspondence, warnings, guidance or other written materials received from any governmental authority or other person or entity in connection with Hazardous Materials on, from or affecting the Premises and shall give Tenant written notice of its discovery or release of any Hazardous Materials on, from or affecting the Premises. The foregoing provisions shall be in addition to any other obligations and liabilities Landlord may have under this Agreement, at common law, or otherwise, and shall survive the termination or expiration of this Agreement for a period of two years.

Section 20. Quiet Enjoyment; Landlord's Warranties.

(a) Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed under this Agreement, Tenant shall and may peaceably and quietly have, hold, occupy and enjoy the Premises, the Project and all appurtenances thereto without hindrance or molestation from any person claiming by, through or under Landlord.

(b) Landlord represents and warrants to Tenant that (i) Landlord and any person executing this Agreement in a representative capacity has full right and lawful authority to execute this Agreement in the manner and upon the conditions and provisions herein contained; (ii) Landlord has obtained all necessary approvals, including from the FAA, to enter into this Agreement, including to allow the use of the Premises by Tenant as permitted under this Lease; (iii) Landlord owns good and marketable fee simple title to the Premises subject only to the Permitted Encumbrances and to no other restrictions, covenants, conditions, easements or encumbrances whatsoever unless subsequently consented to by Tenant (and if applicable by any Leasehold Mortgagee), (iv) Landlord has fully complied with all requirements pertaining in any way to the disposition of real estate as the same may apply to this Agreement, including undertaking the Procurement in compliance with Applicable Law, and (v) except as expressly provided otherwise in this Lease, there are no leases, licenses, or other agreements pursuant to which any person has the right to use or occupy any part of the Premises, except as set forth on **Schedule 20(b)** attached hereto.

Section 21. Defaults.

(a) If any one or more of the following events (herein called "Events of Default") shall occur:

- (i) if default shall be made in the due and punctual payment of any installment of Rent, when and as the same shall become due and payable, and such default shall continue for a period of ten (10) business days after written notice thereof from Landlord; provided, however, that once Landlord has given Tenant two (2) such notices during any twelve (12) consecutive month period, Landlord shall not be required to give further written notice, and thereafter the failure by Tenant to pay any installment of Rent, when and as the same shall become due and payable, which failure continues for a period of ten (10) business days, shall be an Event of Default without further notice; or
- (ii) if default shall be made in the due and punctual payment of any installment of any sum of money payable by Tenant under this Agreement other than Rent, when and

as the same shall become due and payable, and any such default shall continue for a period of ten (10) business days after written notice thereof from Landlord; provided, however, that once Landlord has given Tenant two (2) such notices during any twelve (12) consecutive month period, Landlord shall not be required to give further written notice, and thereafter the failure by Tenant to make any such payment when and as the same shall become due and payable, which failure continues for a period of ten (10) business days, shall be an Event of Default without further notice; or

- (iii) if default shall be made by Tenant in the performance or compliance with any of the agreements, terms, covenants or conditions in this Agreement provided, other than those referred to in the foregoing Subsections 21(a)(i) or (ii), and such default shall continue for a period of thirty (30) days after written notice from Landlord to Tenant specifying the items in default, or in case of a default or contingency which cannot with due diligence be cured within said thirty (30) day period, Tenant fails to proceed within said thirty (30) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence (it being understood that the time of Tenant within which to cure shall be extended for such period as may be necessary to complete the same with all due diligence); or
- (iv) if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future state or federal bankruptcy or insolvency statute or law, or shall seek or consent to the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises; or
- (v) if within sixty (60) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future state or federal bankruptcy act or any other present or future state or federal bankruptcy or insolvency statute or law, such proceeding shall not have been dismissed, or, if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of all or substantially all of its properties or of the Premises, such appointment shall not have been vacated or stayed on appeal or otherwise, or if within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated,

then and in any such event Landlord, at any time thereafter that the Event of Default remains uncured, may give written notice to Tenant specifying such Event of Default or Events of Default and stating that this Agreement and the term thereof shall expire and terminate on the date specified in such notice which shall be at least sixty (60) days after the giving of such notice, and upon the date specified in such notice this Agreement and such term and all rights of Tenant under this Agreement shall, subject to the rights of Leasehold Mortgagees, expire and terminate (except those that are expressly provided to survive termination of this Agreement) and whereupon the provisions of Section 7(c) and Section 7(d) shall apply.

Notwithstanding anything to the contrary, if the Event of Default giving rise to such notice of termination from Landlord arises pursuant to Section 21(a)(i) or 21(a)(ii), Tenant may cure such Event of Default prior to the date specified in Landlord's notice of termination in which event this Agreement shall continue in full force and effect.

Further notwithstanding anything to the contrary, if the Event of Default results in an emergency matter posing a risk of immediate harm to persons or property and/or respects failure by Tenant to maintain insurance as required by this Lease and Tenant fails to remedy the same within a reasonable time given the exigency, Landlord may elect to cure the same and Landlord's reasonable costs in so doing will be considered Additional Rent under this Lease.

(b) Upon any such expiration or termination of this Agreement, Tenant shall quit and peacefully surrender the Premises to Landlord, and Landlord, upon or at any such expiration or termination, may without further notice, enter upon and reenter the Premises and possess and repossess itself thereof by summary proceedings, and may bring such actions for damages or equitable relief to which Landlord may be entitled under Applicable Law or at equity, provided that in no event shall Landlord be entitled to accelerate or otherwise receive Rent for longer than four (4) years of the unexpired remainder of the Term, subject to Landlord's obligation to use good faith efforts to mitigate Tenant's damages.

(c) If Landlord shall default in its obligations under this Agreement, Tenant may pursue all available legal or equitable remedies provided by law.

Section 22. **Additional Covenants of Tenant.** Tenant covenants and agrees as follows:

(a) To keep and maintain the Project and the Premises, and each and every part thereof including the building structure and roof, doors and windows, exterior appearance, gas, electrical, plumbing, HVAC and other building systems, landscaping and hardscaping, and building shell and core fixtures, in good order, condition and repair (reasonable wear and tear excepted).

(b) Not to make any illegal use of the Premises and not to cause waste to the Premises.

(c) To pay to Landlord a late charge equal to five percent (5%) of each payment of Rent or other amount due hereunder which is not received by Landlord within ten (10) days after the same is due.

Section 23. **No Waiver; No Accord and Satisfaction.** The waiver by Landlord of a breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or of any subsequent breach of the same or any other term, covenant or condition. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Agreement shall be deemed to have been waived or modified, unless such waiver or modification is in writing and executed on behalf of the parties. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Agreement provided.

Section 24. **Time is of the Essence; Force Majeure.** All time limits stated herein are of the essence of this Agreement. If either party (and/or a Leasehold Mortgagee curing Tenant's or its obligations hereunder) shall be affected by Unavoidable Delay (as defined below), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. As used in this Agreement, "Unavoidable Delay" means delays incurred due to (i) any act of God (including weather delays beyond historic weather patterns), flood, earthquake, fire, disease, pandemics, epidemics and the like, (ii) labor strike, civil unrest or work stoppage

or slowdown (including failure of building inspectors to reasonably process approvals that cause work stoppage), (iii) unforeseeable interruptions in utility services, (iv) unforeseeable material shortages, transportation and logistics delays, (v) sabotage, war, riot, terrorism, moratorium, (vi) unforeseeable governmental action (including required work stoppage or closure of construction sites by applicable government authorities including closures in the general vicinity where the Premises is located, and including unforeseen archeological conditions or closure of government offices that issue necessary permits), (vii) delays caused by the other party, or with respect to Tenant any Affiliate of Tenant, or with respect to Landlord, any division, department or instrumentality of Landlord or under Landlord control, (viii) any other unforeseeable act of any third party unrelated to, and having no arrangements, contractual or otherwise, with the Premises or the respective party claiming the delay that reasonably prevents an action from being taken through no fault of the respective party claiming the delay, or (xi) other similar causes beyond the reasonable control of the party claiming the delay (but not including insolvency).

Section 25. **Notices.** Any notices to be given pursuant to this Agreement shall be sufficient if given by a writing deposited in the United States mails, certified mail or registered mail, return receipt requested, postage prepaid, by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, by email (provided the electronic process used is reasonably secure and not easily susceptible to manipulation and that if notice is delivered by email, notice must also be delivered by one of the other methods described above unless the recipient or its counsel waives for foregoing) addressed as follows:

If to Landlord:	City of Burlington Attention: Office of the City Attorney City Hall, 149 Church St. Burlington, VT 05401 Email: [_____]
with a copy to:	Patrick Leahy Burlington International Airport Attention: Director of Aviation 1200 Airport Drive South Burlington, VT 05403 Email: [_____]
If to Tenant:	Beta Technologies, Inc. Attention: CEO & COO 1150 Airport Drive South Burlington, VT 05403 Telephone No.: (802) 281-3623 Email: kyle@beta.team & blain@beta.team
with a copy to:	Beta Technologies, Inc. Attention: General Counsel 1150 Airport Drive South Burlington, VT 05403 Telephone No.: (802) 281-3623 Email: bdunkiel@beta.team

or to such other person, address or number as the party entitled to such notice or communication shall have specified by notice to the other party given in accordance with the provisions of this Section. Any such

notice or other communication shall be deemed given: (i) if mailed, three days after being deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by courier, the next day after being deposited with the courier, properly addressed and with prepaid; (iii) if sent by email, when transmitted, provided that the sender does not receive an automated delivery failure or “out of office” message.

Section 26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction’s principles of conflict of laws. The parties consent to and submit to in personam jurisdiction and venue in the State of Vermont, County of Chittenden, and in the U.S. District Court for the District of Vermont. The parties assert that they have purposefully availed themselves of the benefits of the laws of the State of Vermont and waive any objection to in personam jurisdiction on the grounds of minimum contacts, waive any objection to venue, and waive any plea of forum non conveniens. This consent to and submission to jurisdiction is with regard to any action related to this Agreement, regardless of whether the parties’ actions took place in the State or elsewhere in the United States.

Section 27. **Partial Invalidity.** If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 28. **Holding Over.** If Tenant shall continue in occupancy of the Premises after the expiration or termination of this Agreement, such occupancy shall not be deemed to extend or renew the terms of this Agreement, but such occupancy shall continue as a tenancy at will from month to month and otherwise upon the covenants, provisions and conditions herein contained, except that Base Rent shall be doubled. This Section shall not be construed as giving Tenant any right to hold over after any such expiration or termination. In addition, Tenant agrees to pay Landlord’s reasonable attorney’s fees and related costs if Landlord must take legal action to evict or eject Tenant who is holding over or to collect the holdover amount as set forth in this provision.

Section 29. **Jury Trial Waiver.** Landlord and Tenant waive the right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Agreement. This waiver is knowingly, intentionally, and voluntarily made by Tenant and Landlord and Tenant and Landlord acknowledge that neither Landlord nor Tenant nor any person acting on behalf of Landlord or Tenant has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect. Tenant and Landlord further each acknowledge that it has been represented (or has had the opportunity to be represented) in the signing of this Agreement and in the making of this waiver by independent legal counsel, selected of its own free will, and that it has had the opportunity to discuss this waiver with counsel. Tenant and Landlord further acknowledge that it has read and understands the meaning and ramifications of this waiver provision.

Section 30. **Tenant and Landlord Defined.** The word “Tenant” shall be deemed and taken to mean Beta Technologies, Inc. and its successors and permitted assigns. The term “Landlord” as used in this Agreement means only the owner for the time being of the Premises, so that, in the event of any sale thereof, the seller shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder not theretofore accrued, and it shall be deemed and construed, without further agreement between the parties or between the parties and the purchaser of the Premises, that such purchaser has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

Section 33. **Notice of Lease.** The parties will at any time, at the request of either one, promptly execute

multiple originals of an instrument, in recordable form which will constitute a notice of lease, setting forth the information required by 27 V.S.A. § 341(c). Landlord shall, upon request of Tenant, promptly execute and deliver to Tenant any transfer tax returns, affidavits or other documents which shall be required by any recording office as a condition of recording such memorandum or notice of this Agreement. Tenant shall be responsible for all recording fees and other recording costs, including recording taxes, related to the recording of the memorandum or notice of this Agreement.

Section 34. **Number; Gender; “Including”**. Wherever the context so requires, the singular and the plural form of words and words of masculine or feminine gender shall, within those respective classifications, be deemed interchangeable. The term “including”, and variants thereof, shall mean “including without limitation” unless the context otherwise expressly provides.

Section 35. **Captions; Headings**. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of such sections, nor in any way affect this Agreement or have any substantive effect.

Section 36. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument; such counterparts may be evidenced by pdf or similar reproduction methods and/or may be executed electronically using electronic signature software (e.g., DocuSign or similar software) or similar methods (each a method of “Electronic Execution”), and each pdf or Electronic Execution shall have the same legal and binding effect as original signatures; upon the request of either party, the other shall furnish a copy or copies with original signature within five (5) business days.

Section 37. **Waiver of Rule of Construction**. The parties waive the benefit of any rule that this Agreement is to be construed against one party or the other.

Section 38. **Entire Agreement; Amendment**. This Agreement and the exhibits hereto and the agreements referenced herein embody the entire agreement and understanding between the parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth. This Agreement may not be amended, waived or discharged except by an instrument in writing executed by both parties.

Section 39. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 40. **Commissions and Fees**. The parties hereto warrant and represent to each other that they have no knowledge of any real estate broker or agent to whom a commission may be payable as a result of this transaction or any such knowledge of any other finder’s fees or commissions related thereto, and each party agrees to indemnify and hold harmless the other for all claims or demands of any real estate agent or broker claiming by, through, or under such party, which indemnification shall also include payment of costs and attorneys’ fees incurred by a party in defense of a claim for such real estate commissions or fees.

Section 41. **Tenant Representations and Warranties**. The Tenant makes the following representations and warranties to and for the benefit of Landlord:

(a) Tenant is a Delaware corporation, validly existing and in good standing under the laws of the State of Delaware and qualified to do business in the State of Vermont and has the full power and authority to enter into, execute, deliver, and consummate the transaction contemplated by this Agreement and any instruments and agreements contemplated herein. Tenant has taken all action required by law or by its organizational or corporate documents to authorize the execution, delivery, and consummation of the

transaction contemplated hereby.

(b) The consummation of the transaction contemplated by this Agreement will not violate or be in conflict with any provision of Tenant's governing documents, or any other agreement or instrument to which Tenant is a party or by which Tenant is bound, or any judgment, decree, order, statute, rule or regulation applicable to Tenant.

(c) This Agreement constitutes the legal, valid and binding obligation of Tenant in accordance with its terms. No consent or approval of any trustee or holder of any indebtedness of the Tenant, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Agreement or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

(d) No information, exhibit or report furnished to the Landlord by the Tenant in connection with the negotiation of this Agreement knowingly contains any untrue statement of a material fact or knowingly omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 42. **No Partnership.** The parties do not intend by this Agreement to create, nor shall this Agreement be deemed to create, a partnership or a joint venture among the parties; each party is an independent actor and entity, and nothing in this Agreement shall be deemed to make either party an agent or partner of the other, or to give either party the right to bind the other in any way, notwithstanding any reference to the Project as a "public-private partnership."

Section 43. **No Third-Party Rights.** This Agreement is made solely and specifically between and for the benefit of the parties hereto, and their respective successors and assigns, subject to the express provisions hereof relating to successor and assigns, and except as otherwise expressly set forth herein, no other person, individual, corporation or entity, whatsoever, shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 44. **Consents and Approvals.** Wherever this Agreement requires the approval or consent of Landlord or Tenant, unless a different standard is expressly indicated, such approval or consent shall not be unreasonably withheld, conditioned or delayed. Wherever this Agreement requires the approval or consent of Landlord or Tenant, unless a different time period is expressly provided, such party shall respond to any written request for approval or consent within ten (10) business days following receipt of the same. Such response shall include either the party's consent to, or rejection of, such request. The responding party may also request additional information or materials related to the approval or consent requested (provided such request shall not extend the time of such party to respond to the request). If any party fails to respond to any written request for approval or consent within such time period as may be provided in this Agreement, the party requesting such approval or consent may elect to send an additional written notice that (i) is marked URGENT, IMMEDIATE RESPONSE REQUIRED and states the approval or consent that is requested, and (ii) states that the failure to respond to such request within two (2) business days after receipt of such additional written notice shall be deemed approval or consent. If such additional notice is sent as aforesaid, the failure to respond to such request within two (2) business days after receipt of such additional written notice shall be deemed approval or consent to the request contained therein (a "**Deemed Approval**"). Wherever this Agreement requires the approval or consent of Landlord or Tenant, if such party determines to withhold such approval or consent, such party shall state in reasonable detail the basis for withholding such approval or consent.

Section 45. **Estoppel.** Each party shall, within thirty (30) business days after request by the other party, execute and deliver to the requesting party, or the party designated by the requesting party, a statement certifying that: (i) this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the modified Agreement is in full force and effect); (ii) whether, to the responding party's knowledge, either party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each default; and (iii) any other information reasonably requested concerning this Agreement.

Section 46. **Further Assurances.** Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Lease, including amending this Lease to adjust the legal description of the Premises following construction to account for as-built conditions and entering into separate easements or other instruments to effectuate the access, use and other rights set forth in this Lease; provided, however, that the execution and delivery of such documents by such party shall not result in any additional liability or material cost to such party.

Section 47. **Dispute Resolution; Attorneys' Fees.** If a dispute arises between the parties with regard to the performance or interpretation of any terms of this Agreement, the parties agree to use the following procedures in the order as set forth below:

(a) **Negotiation.** A meeting shall be held between the Landlord and Tenant regarding the dispute to attempt in good faith to negotiate a resolution of the dispute (the "Negotiation Meeting"); such Negotiation Meeting shall be held within five (5) business days of a party's written request for such a meeting and may occur by telephone or video conference.

(b) **Mediation.** If the parties fail to resolve their dispute through the Negotiation Meeting, either party (the "**Notifying Party**") may demand non-binding mediation in an effort to resolve the dispute by giving written notice (the "**Notice of Dispute**") to the other party (the "**Receiving Party**"). The Notice of Dispute shall include, in detail, the issues in dispute that the Notifying Party deems relevant to the mediation. Within five (5) business days following the date of the Notice of Dispute, the Receiving Party shall submit to the Notifying Party a list of three (3) persons in Vermont or adjacent states who (i) do not have any professional, business, family or personal affiliation with any of the parties that would compromise their independence, (ii) have relevant training, experience and expertise with regard to the matters in dispute, and (iii) are reasonably available to mediate the dispute (the "**Mediator List**"). The Notifying Party shall, within three (3) business days following receipt of the Mediator List select a mediator (the "**Designated Mediator**") from the Mediator List and give written notice of the identification of the Designated Mediator to the Receiving Party and to the Designated Mediator. If the Receiving Party fails to approve a Mediator List within the time provided above, the Notifying Party shall have the right, upon notice to the Receiving Party, to designate a Designated Mediator who the Notifying Party reasonably believes will satisfy the Mediator criteria set forth above. The parties shall use good faith efforts to schedule and conduct the mediation as expeditiously as is reasonably possible, and the parties shall use their best efforts to make authorized representatives with authority to settle the dispute available for mediation and to cooperate in the mediation. The cost of Mediation, including any fees charged by the Mediator, shall be paid in equal shares by the Notifying Party and the Receiving Party.

(c) All negotiation shall occur in Chittenden County, Vermont at a mutually agreeable location; all Mediation shall occur or at the office of the Designated Mediator unless the parties to the dispute otherwise agree.

(d) If the parties fail to resolve the dispute through negotiation or mediation, then (1) if the parties agree on binding arbitration, they shall submit the matter to binding arbitration by a single arbitrator,

or (2) a party may seek an adjudicated resolution through an appropriate court.

(e) The parties consent to the inclusion in any mediation, arbitration, or litigation (by consolidation, joinder, or any other manner) third parties substantially involved in a question of law or fact common to a dispute between the parties under this Agreement.

(f) The substantially prevailing party in any dispute arising out of or relating to this Agreement that is resolved by binding arbitration or by litigation shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith.

(g) This dispute resolution provision shall survive the expiration or termination of this Agreement.

One Signature Page Follows

IN WITNESS WHEREOF, the parties, as evidenced by the signatures of their duly authorized agents, do hereby execute this Agreement as of the date first set forth above.

LANDLORD

City of Burlington

By: _____
Name: _____
Title: _____

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

This Lease was acknowledged before me on _____, 2025, by _____ as _____ and Authorized Agent of the City of Burlington.

Before me, _____
Notary Public State of Vermont
My commission expires: 1.31.27
My credential number: _____

TENANT

Beta Technologies, Inc.

By: _____
Name: _____
Title: Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

This Lease was acknowledged before me on _____, 2025, by _____ as _____ and Authorized Agent of _____ Beta Technologies, Inc.

Before me, _____
Notary Public State of Vermont
My commission expires: 1.31.27
My credential number: _____

EXHIBIT A
DEPICTION OF AIRPORT PROPERTY
[PENDING]

EXHIBIT B-1

LEASE PLAN

[PENDING]

EXHIBIT B-2

PREMISES LEGAL DESCRIPTION

[PENDING]

EXHIBIT C

AUTHORIZED REPRESENTATIVES

City: Director of Aviation
Deputy Director of Operations (Airport)
Engineering Director (Airport)

Beta: Kyle Clark
Blain Newton
Alex Gagnon

EXHIBIT D

Reserved

EXHIBIT E

REQUIRED FEDERAL PROVISIONS

I. Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Tenant transfers its obligation to another, the transferee is obligated in the same manner as Tenant. This provision obligates Tenant for the period during which the property is owned, used or possessed by Tenant and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

II. **Compliance with Nondiscrimination Requirements:** During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor’s continuing noncompliance with the nondiscrimination provisions of this contract and failure to cure the same following the applicable notice and cure provisions of this Agreement, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. During the performance of this Agreement, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

Schedule 1(d)

PERMITTED ENCUMBRANCES

[PENDING]

Schedule 7(f)

PARAMETERS FOR CAPITAL RESERVE ACCOUNT

[PENDING]

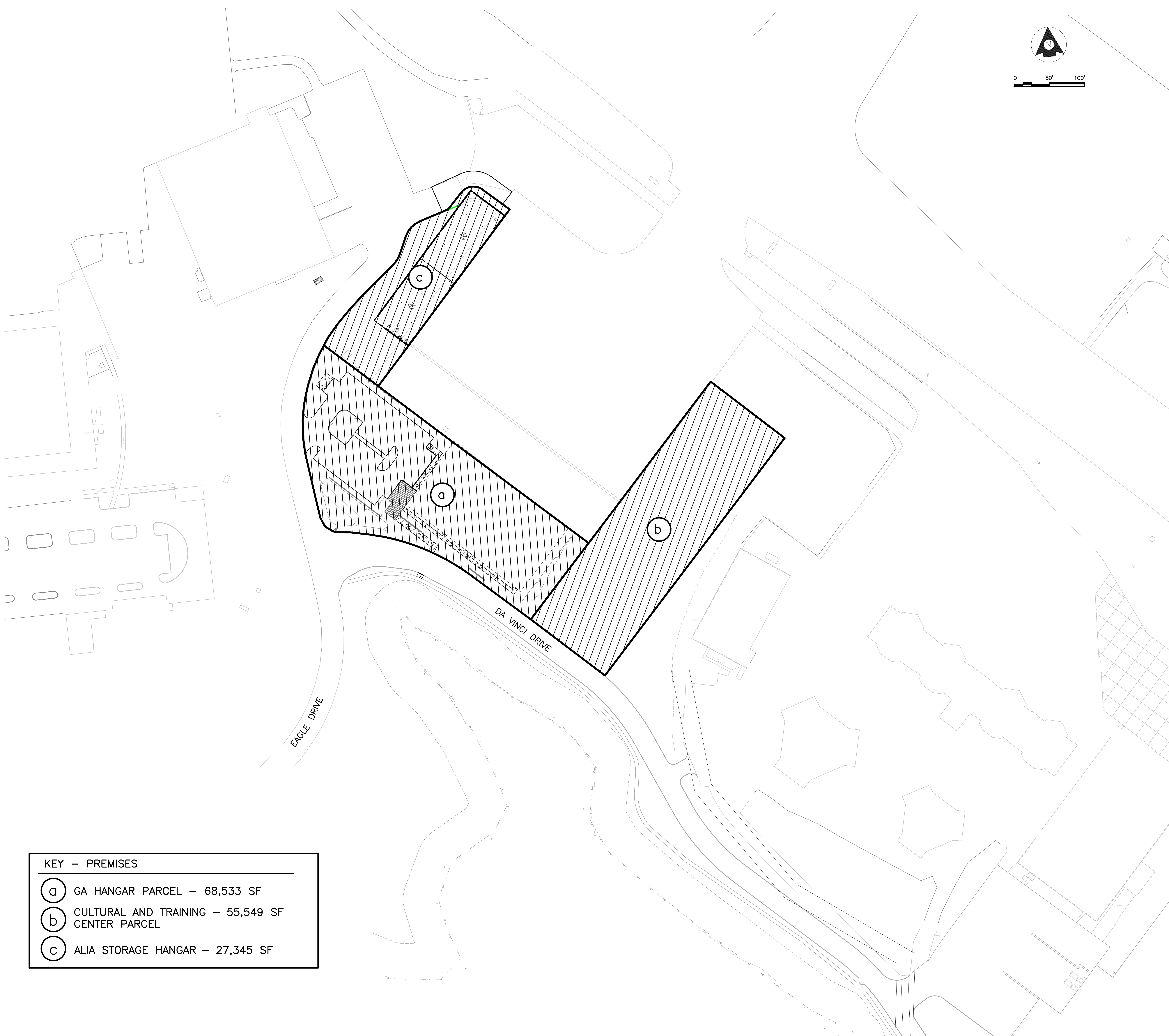
Schedule 20(b)

LEASE SCHEDULE

None.

25112718.6

\\us0251-gp0403\wedgroup\174\active\174620250\temporal\drawing\exhibit\BETA_GA_Hangar\area\174620250_P&R_Base_and_gnd.dwg, 10/7/2025 3:01:46 PM, DWG To PDF 400x3



- KEY — PREMISES
- (a) GA HANGAR PARCEL — 68,533 SF
 - (b) CULTURAL AND TRAINING — 55,549 SF CENTER PARCEL
 - (c) ALIA STORAGE HANGAR — 27,345 SF

GROUND LEASE AGREEMENT

BETWEEN

THE CITY OF BURLINGTON

AND

BETA TECHNOLOGIES

FOR THE

GENERAL AVIATION HANGAR, CULTURAL AND TRAINING CENTER AND ALIA STORAGE HANGAR

EXHIBIT B-1
LEASE PLAN

ISSUED
OCTOBER 7, 2025

EXHIBIT
B-1

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Airport Submitter: Nicolas Longo

Title/Subject: Request to execute a ground lease agreement with Beta Technologies

Approval Requested:

☐ Board of Finance

☐ City Council

☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

10/21/2025

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	10/10/2025	Nicolas Longo
Mayor's Office	Yes	10/15/2025	Erin Jacobsen
Board/Commission	Yes	10/15/2025	Airport Commission
City Attorney's Office for memo and contracts or legal documents	Yes	10/8/2025	Erik Ramakrishnan
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	10/15/2025	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

AVAILABLE
AERONAUTICAL
DEVELOPMENT SITES



**AERONAUTICAL TOTAL AREA:
6.173 ACRES**

AREA 1: 2.751 ACRES

AREA 2: 2.129 ACRES

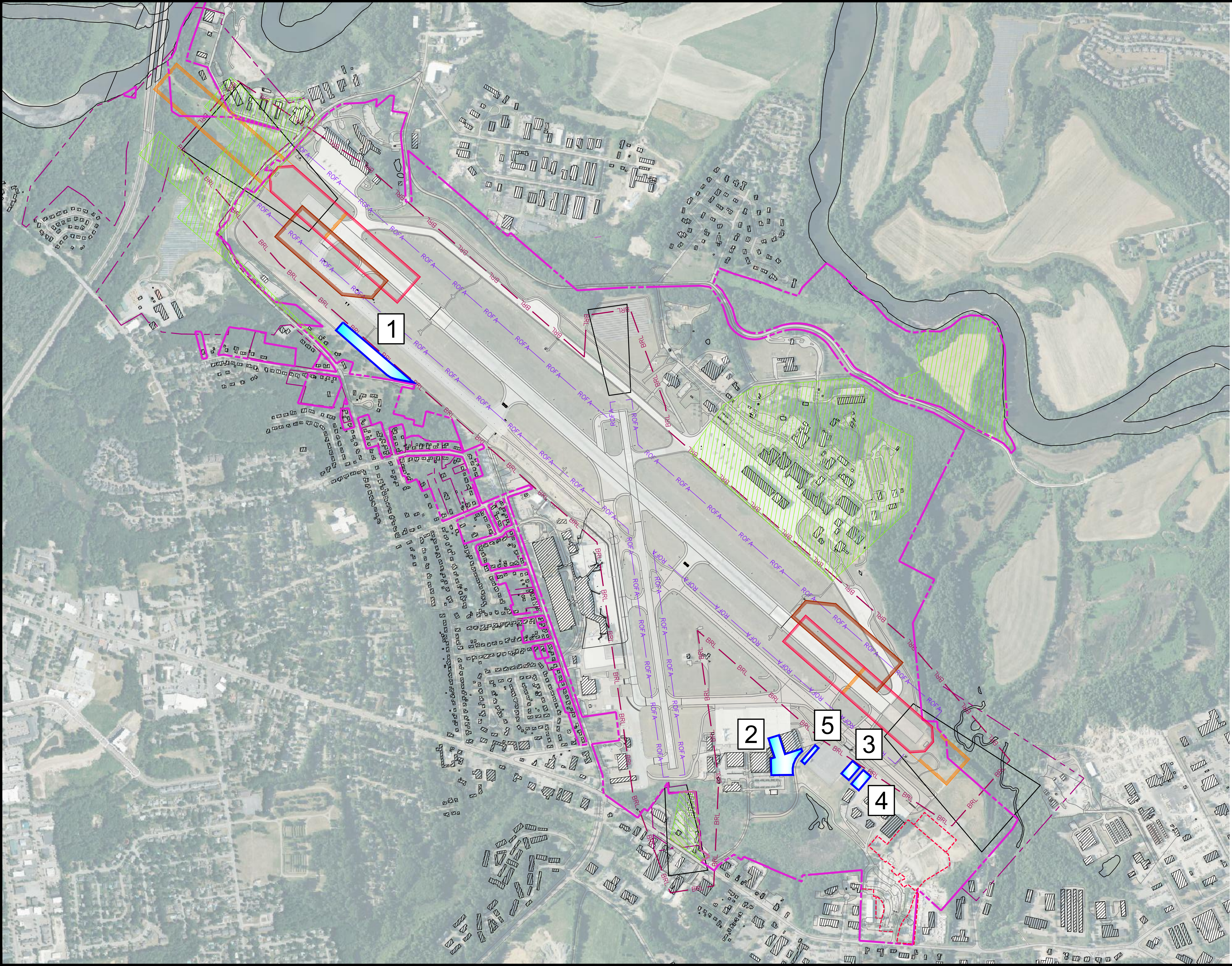
AREA 3: 0.490 ACRES

AREA 4: 0.528 ACRES

AREA 5: 0.275 ACRES

LEGEND

 AVIATION SITE





**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine St. Suite A
Burlington, VT 05401
802.865.7200 VOX
802.863.0466 FAX
802.863.0450 TTY

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Lee Perry
*DIVISION DIRECTOR
DPW MIANTENANCE DIVISION*

MEMORANDUM

To: DPW Commission
City Council

From: Chapin Spencer, Director Public Works
Lee Perry, Division Director, Maintenance Division

Date: October 15, 2025

Re: RESIDENTIAL RECYCLING COLLECTION & RFPQ PROCESS UPDATE

Background:

As has been discussed with the DPW Commission and City Council previously, the municipally run recycling program has been operationally challenging – especially over the last five or so years. Issues have included persistent open positions, injuries, and inadequate funding. Many steps have been taken to address these issues including requiring use of wheeled toters, offering hiring bonuses, and substantially increasing the Solid Waste Generation Tax. These actions have improved program financials, reduced workplace injuries, and slightly improved staffing (currently 1 out of 4 positions is filled).

After a number of briefings on the recycling program earlier this year, the City Council approved a resolution on July 14, 2025, that directed the Department of Public Works (DPW) to both develop a fully-funded municipally-run recycling program budget and issue a request for price quotes (RFPQ) to inform a future decision on recycling operations.

On July 15, 2025, DPW posted a RFPQ to the City website for the collection of Citywide residential recycling for both 3 and 5 year contracts. In addition to the posting of the RFPQ to the City website, the RFPQ was emailed directly to local haulers currently licensed to collect waste in the City.

On August 4, 2025, an addendum to the RFPQ was posted to the City website, and again emailed to local haulers. The addendum included questions that staff received from a potential bidder and included staff's answers to those specific questions.

Original RFPQ Response:

On August 18, 2025, DPW received one price quotation in response to the RFPQ. The respondent, Casella, submitted a price quote for a 5-year contract to collect City wide recycling based off collecting up to 13,000 residential dwelling units (RDU's) for an amount of \$129,567 per month (\$1,554,804 annually). Casella chose not to bid on the 3-year contract option.

Casella's bid, as directed, did not include the contractor paying tip fees at Chittenden Solid Waste Districts (CSWD), Material Recover Facility (MRF). The RFPQ specified that the City would pay the tip fees for recycled material brought to the MRF. FY26 Recycling budget has \$270,000 budgeted for tip fees. Casella's annual price quotation with \$270,000 tip fee cost added was \$1,824,804 for a per RDU cost based on 13,000 RDU's of \$11.70/month.

In conversations with multiple haulers, the following reasons were provided as to why we did not get more bids or more competitive bids:

- The contract term was too short – Longer terms (7-10 years) are necessary to allow bidders to fully amortize the capital equipment needed and startup costs to operate the service.
- The scope of work was relatively small – Bidding on just one waste stream (recycling) didn't fully capture the economy of scale that would be achieved with a fully consolidated collection system (recycling, trash, organics).
- The initiation window was too short – A lot goes into setting up a new service (hiring staff, purchasing vehicles, finalizing routes and policies) and there was only going to be ~3 months to initiate service by January 1, 2026.

Initial Cost Comparison:

DPW budgeted much closer to the full cost of recycling in the FY'26 budget, which was a large part of the 70% increase to the Solid Waste Generation Tax (SWGT). Once the cost of other activities in the Recycling and Solid Waste budget are removed (landfill maintenance and 201 Flynn Avenue soil management expenses), the City's cost to continue operating City run recycling program for FY'26 is approximately \$1,500,000/per year – or \$10.59 per RDU per month. The current SWGT with the landfill and 201 Flynn costs included is a total of \$12.00 per RDU per month.

DPW leadership shared the Casella price quote at \$12.89 per RDU and the City's fully-loaded cost at \$10.59 per RDU to the Administration and AFSCME leadership in late September. Out of those conversations, we were prepared to recommend keeping the recycling service in-house for the foreseeable future. DPW leadership shared this likely direction with the Council's Transportation, Energy & Utilities Committee at its September 30 meeting.

Updated Casella Price Quote:

On October 2, 2025, Casella representatives reached out to DPW leadership requesting to meet to discuss their proposed price quote as well as a possibility that they could offer a more competitive price quote. See the summary of issues described in the previous section above. Casella representatives met with DPW leadership on October 7.

As a result of this latest meeting, Casella staffed asked if they could submit a supplemental price quote based on:

1. A seven (7) year contract compared to a five (5) year contract term, providing more time to amortize the startup and vehicle purchase expenses.

2. A January 1, 2027 service start date, allowing Casella over a year to recruit staff, procure trucks and prepare to start the collection.

DPW leadership said that we needed to give the Council an update at one of their two meetings in October, so any supplemental price quote would need to be provided quickly. On Friday afternoon, October 10, 2025, Casella submitted a supplemental price quote to DPW for a 7-year contract term. The price quote is much more competitive and requires further review.

DPW Leadership will be taking the following steps:

- Getting written response from other licensed haulers in Burlington as to whether they would respond to a RFPQ that had a 7-year contract term.
- Getting input from City Councilors as to whether they would consider awarding a 7-year contract term.
- Evaluating the Casella 7-year price quote and fleshing out the pros and cons of going this direction versus keeping the recycling collection within DPW – and then meeting with the Administration, AFSCME leadership, the Council's Transportation, Energy & Utilities Committee and the DPW Commission.

This work will help DPW formulate a recommendation. DPW will be reviewing the following options:

1. Accept the private hauler's price quote for a 5-year contract term
2. Accept the private hauler's price quote for a 7-year contract term
3. Fully rebid the recycling collection service likely with a longer 7-year contract term
4. Keep the municipal recycling program in-house for foreseeable future – and consider consolidated collection when City has more capacity
5. Keep the municipal recycling program in-house and move expeditiously to consolidated collection
6. Transition to private subscription service for residential recycling collection

We expect to return to the DPW Commission in November and City Council in December with a proposed recommended direction for consideration.

Related Policy Issue - Flow Control:

As the cost of delivering the City's residential recycling service has increased over the years, owners of some larger residential properties are reaching out to private haulers to have them pick up the recycling. These private haulers may be providing more competitive rates if they already have the trash and organics service at the property – and are offering more services (such as back door service). The City has recently lost one large housing complex as part of our collection route and the associated revenue. If we are going to maintain a consolidated system for recycling, we will likely need to amend our ordinance to require flow control – mandating that properties of a certain size either self-haul or use our consolidated service. DPW leadership will work with the Transportation, Energy & Utilities Committee on this policy discussion. Please feel free to reach out with any questions.

Motion: To accept the report and place it in the file.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Public Works Submitter: Lee Perry

Title/Subject: Municipal Recycling Recommendation Information

Approval Requested:

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

Meeting Date:

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

10/21/2025

[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	10/14/2025	Approved Chapin Spencer
Mayor's Office	Yes	10/15/2025	Approved Erin Jacobsen
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	10/15/2025	Approved Erik Ramakrishnan
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	10/15/2025	Approved Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Resolution Relating to

MARCH 3, 2026 ANNUAL CITY MEETING – CHARTER
CHANGE RE: GENERAL FUND TAX FAIRNESS
(REFERRAL TO CHARTER CHANGE COMMITTEE)

RESOLUTION_____

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

CITY OF BURLINGTON

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

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

1 That WHEREAS, § 99 of the City Charter provides for a General Fund tax in addition to all special-purpose
2 municipal property taxes allowed by the Charter; and
3 WHEREAS, the rate of the General Fund tax is set not exceed fifty-two and 76/100 cents per one
4 hundred dollars of assessed value on the Grand List, subject to voter-approved increases, and subject further to
5 downward factoring for revenue neutrality pursuant to § 98a of the City Charter; and
6 WHEREAS, the rate of the General Fund tax for FY26 was set by the City Council at nineteen and
7 32/100 cents per one hundred dollars of assessed value on the Grand List, plus 20/100 cents for bike path
8 maintenance, as previously approved by Burlington voters, plus 39/100 cents for open space land
9 conservation, as also previously approved by voters) for a total of nineteen 91/100 cents; and
10 WHEREAS, in CY25, the Mayor established a Tax Fairness Working Group to study the City’s
11 property tax system and to make recommendations to the Mayor and the City Council; and
12 WHEREAS, on October 6, 2025, the working group delivered its report to the City Council; and
13 WHEREAS, among the working group’s suggestions were splinter tax reform and the establishment of
14 a universal homestead real property tax exemption to make the City’s property tax system more progressive;
15 and
16 WHEREAS, the inclusion of a universal tax exemption would require resetting tax rates to avoid a
17 significant loss of existing revenues for the City; and
18 WHEREAS, the City’s General Fund tax is one of three property tax rates that is subject to revenue
19 neutrality pursuant to § 98a of the City Charter, which has the effect of creating a structure deficit since
20 revenue neutrality fails to account for annual inflation; and
21 WHEREAS, the City Council now desires to refer proposed amendments to § 99 of the Charter, which
22 would implement some of the recommendations of the Tax Fairness Working Group, to the Charter Change
23 Committee to review and to report back in time for the City Council to place any proposed amendment on the
24 ballot for the March 3, 2026 annual City meeting;

25 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby asks the Charter Change
26 Committee to review the following proposed amendment, and to report back in time for the November 17,
27 2025 meeting of the City Council:

28 “Shall the Charter of the City of Burlington, Acts of 1948, No. 298, as amended, be further amended as
29 follows?:

30
31 § 99. Additional assessment; amount:
32

33 The city council, in addition to the taxes required by the general laws of the state, and required or
34 permitted by the provisions of this Charter, to be raised upon the property grand list and not included
35 in the tax authorized by this section for city purposes may also annually at the same meeting and
36 immediately after it gives final approval to the annual city budget, assess upon the property grand list
37 for city purposes during the fiscal year, a tax which shall not exceed ~~fifty-two~~twenty-four and
38 ~~76~~11/100 cents upon the dollar thereof and may assess a larger tax when authorized to do so by the
39 legal voters of said city at a meeting duly warned for that purpose. For any property declared a
40 homestead, pursuant to 32 V.S.A. § 5410, as the same may be amended or renumbered from time to
41 time, a homestead exemption in the amount of thirty thousand dollars shall be applied, or three
42 hundred dollars per one hundred dollars of assessed value on the grand list, prior to calculating the
43 amount of the tax hereby authorized to be raised. Both this exemption amount and the maximum tax
44 rate set forth hereinabove shall be increased each fiscal year by the twelve-month increase, if any, in
45 the Consumer Price Index for all Urban Consumers, Northeast Region, as published by the U.S.
46 Bureau of Labor Statistics, as of May in the same calendar year as the start of the fiscal year in
47 question. If the U.S. Bureau of Labor Statistics or successor agency ceases to publish the foregoing
48 measure of inflation, then the City Council shall select a reasonable, comparable measure of inflation.
49 In every fiscal year for which the revenue neutrality provisions of section 98a of this Charter shall
50 apply, the maximum tax rate set by this section shall be adjusted for inflation prior to adjusting said
51 rate in accordance with section 98a, and, after adjusting the exemption amount set forth herein for
52 inflation, said exemption amount shall be adjusted by multiplying it by the ratio of the total grand list
53 amount of the city after the general reassessment to the total grand list amount prior thereto.

54
55 *Material underlined added.

56 ** Material stricken deleted.

57
58
59 er/ Resolutions 2025/Charger Change (Referral) re General Fund Tax
60 October 21, 2025



Office of Mayor Emma Mulvaney-Stanak

MEMORANDUM

To: City Council
From: Mayor Emma Mulvaney-Stanak
CC: Katherine Schad, CAO and Jessica Brown, City Attorney
Date: October 16, 2025
Re: Municipal Financial Policy Changes

In late 2024, I convened an advisory group of financial experts, policy specialists, city councilors, community representatives and city staff to review the City's municipal tax policy and create a set of recommendations to create a fairer tax system. I specifically asked the group to explore how to make our tax system more equitable among all taxpayers, more affordable for low and moderately income people, and more sustainable regarding the City's revenue generating system. This work resulted in a report presented to the City Council on October 6th with a series of recommendations. The group also explored other tax policy and made recommendations on ways the City can consider simplifying our splinter taxes in the future and also made note of some state tax policy changes worth pursuing.

Among these recommendations, there is one important tax charter change item I support for immediate consideration by the City Council. The recommendation proposes **creating a universal exemption for the first \$30,000 to 50,000 of property value on homestead properties in the City**. This recommendation received the most support from members to advance for further consideration. As the report explains, "this reform would address the inequities in assessed values across low and high value properties and shift the municipal tax burden away from lower value primary residents towards higher value commercial properties." Value exemptions exist across the country, such as in Hawaii, where high property values can overburden low to moderately income full-time residents. The City already has a value exemption of \$40,000 for the primary residence owned by a veteran living with a disability, this is based on State law which mandates municipalities offer at least a \$10,000 exemption but allows them to offer up to \$40,000. As the City continues to find ways to address affordability for residents, it is important we consider this proposal as a straightforward way to begin to address the municipal tax burden on residents and rebalance how we raise revenue from primary residents compared to other types of property.

I recommend the Council also consider another charter change item that will allow the City to begin to address the chronic challenge of our structural budget gaps year over year. One major contributing factor to the City's budget gaps is that the general tax rate does not automatically increase based on inflation (CPI-U Northeast). Voters currently must approve every general tax rate

increase. This process creates undo pressure on our City's budget planning process and contributes to challenging budget decisions where we must balance the realities of inflationary growth for city operations and cost of living salary increases within collective bargaining agreements with our unions with predicting if and when our general tax rate increases. One-time funding from grants and federal covid related resources both obscured this structural gap challenge for a number of years and also led to the addition of 98 additional full time equivalent positions over the last 9 years. This grew our workforce in an unsustainable fashion without a guaranteed funding source beyond increasing local tax rates. In FY26, the City embarked on a challenging review of core services to look for cost savings to help close the \$14M budget gap. This work included a reduction of the workforce size by 25 positions. This work narrowed the structural budget gap somewhat but was never meant to be a full solution to the chronic budget gap issue.

While the Tax Fairness Working Group's mission was not specifically to address the structural budget gap challenges for the City, a proposal to **add an inflator to our general fund tax rate** is an opportunity to begin to do so and to standardize one of our tax rates to create more predictability and consistency in our tax system. This can contribute to the City's ability to offer taxpayers more accurate projections on tax increases year over year compared to our current system that often does not clarify if a tax increase is needed with only 3 to 4 months of notice before a Town Meeting Day vote.

If we add an inflator to the City's general tax rate, the Council will be able to increase the rate up to the inflation rate each year but not beyond. Other sections of the city charter empower the Council to decrease any of the City's tax rates which allows the City to respond to the needs of the community, including adjusting what may need to be raised from taxpayers to balance what is raised by any growth in our grand list.

I also recommend the City Council consider **increasing the annual borrowing limits** for the ongoing needs of the City's capital program (facilities, fleet, etc.), our Water Division, and Burlington Electric Department. These annual borrowing limits remain too low in our city charter to run the City's operations effectively and require the City to seek additional stand-alone bonds every few years to keep up with the increased costs of maintaining and replacing our infrastructure. If we increase the annual bonding limits for these three important ongoing capital needs, our City can better plan and maintain our city assets. In 2024, the Administration and Council discussed this item but ultimately decided to wait a year given the need to focus on seeking voter support for three sizable infrastructure bonds for our capital program, water and wastewater systems.

On the Council agenda for October 21, Councilor Gene Bergman is proposing a charter change to create a homestead property value exemption and adding an inflator to the general tax rate. I support both of these proposals and encourage the Council to consider advancing this proposal to committee for further exploration and study. Councilor Bergman will also be proposing a charter change to increase the annual borrowing limits.

Finally, there are two state legislative items that emerged out of the Working Group's deliberations I would like to encourage our legislative delegation to address. The first is the **state's very low maximum household income level for an individual to receive a tax credit on their municipal property tax bill**. It is currently set at \$47,000. This is compared to the state education tax property tax credit maximum household income of \$115,000. This creates a regressive tax structure for lower income households who are paying a higher share of their income towards municipal taxes than they do for state education tax. The second is to encourage the **state to review the state Renter Credit Program** to better assist renters with the high cost of rent

compared to modest income levels. Currently, income limits are very low to qualify for a full rental credit. A family of four in Chittenden County must earn less than \$35,650 for a full credit and the maximum income for a family of four is \$77,290 for a partial credit. This program greatly benefits very low-income households but leaves many households out with such low-income levels.

I would like to thank City Assessor Joe Turner and Senior Policy and Data Analyst Nancy Stetson for leading this work alongside Director of Finance Bradley Kukenberger, Assistant City Attorney Erik Ramakrishnan, and my Chief of Staff Erin Jacobsen. I also appreciate the time and thought that all members of the group provided over the last several months. You can find a complete list of these community members in the report. Thank you for your service to the City.

Resolution Relating to

MARCH 3, 2026 ANNUAL CITY MEETING – CHARTER
CHANGE RE: GENERAL FUND TAX FAIRNESS
(REFERRAL TO CHARTER CHANGE COMMITTEE)

RESOLUTION 5.7

Sponsor(s): Bergman

Introduced: 10/21/25

Referred to: _____

Action: adopted as amended

Date: 10/21/25

Signed by Mayor: 10/23/25

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, § 99 of the City Charter provides for a General Fund tax in addition to all special-purpose
2 municipal property taxes allowed by the Charter; and

3 WHEREAS, the rate of the General Fund tax is set not exceed fifty-two and 76/100 cents per one
4 hundred dollars of assessed value on the Grand List, subject to voter-approved increases, and subject further to
5 downward factoring for revenue neutrality pursuant to § 98a of the City Charter; and

6 WHEREAS, the rate of the General Fund tax for FY26 was set by the City Council at nineteen and
7 32/100 cents per one hundred dollars of assessed value on the Grand List, plus 20/100 cents for bike path
8 maintenance, as previously approved by Burlington voters, plus 39/100 cents for open space land
9 conservation, as also previously approved by voters) for a total of nineteen 91/100 cents; and

10 WHEREAS, in CY25, the Mayor established a Tax Fairness Working Group to study the City's
11 property tax system and to make recommendations to the Mayor and the City Council; and

12 WHEREAS, on October 6, 2025, the working group delivered its report to the City Council; and

13 WHEREAS, among the working group's suggestions were splinter tax reform and the establishment of
14 a universal homestead real property tax exemption to make the City's property tax system more progressive;
15 and

16 WHEREAS, the inclusion of a universal tax exemption would require resetting tax rates to avoid a
17 significant loss of existing revenues for the City; and

18 WHEREAS, the City's General Fund tax is one of three property tax rates that is subject to revenue
19 neutrality pursuant to § 98a of the City Charter, which has the effect of creating a structure deficit since
20 revenue neutrality fails to account for annual inflation; and

21 WHEREAS, the City Council now desires to refer proposed amendments to § 99 of the Charter, which
22 would implement some of the recommendations of the Tax Fairness Working Group, to the Charter Change
23 Committee to review and to report back in time for the City Council to place any proposed amendment on the
24 ballot for the March 3, 2026 annual City meeting;

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

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

Adopted by the City Council

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

..... Clerk

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

..... Mayor

Vol. Page

Attest:

* * * * *

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby asks the Charter Change Committee to review the following proposed amendment, and to report back in time for the December 1, 2025 meeting of the City Council:

“Shall the Charter of the City of Burlington, Acts of 1948, No. 298, as amended, be further amended as follows?:

§ 99. Additional assessment; amount:

The city council, in addition to the taxes required by the general laws of the state, and required or permitted by the provisions of this Charter, to be raised upon the property grand list and not included in the tax authorized by this section for city purposes may also annually at the same meeting and immediately after it gives final approval to the annual city budget, assess upon the property grand list for city purposes during the fiscal year, a tax which shall not exceed ~~fifty-two~~twenty-four and ~~76~~11/100 cents upon the dollar thereof and may assess a larger tax when authorized to do so by the legal voters of said city at a meeting duly warned for that purpose. For any property declared a homestead, pursuant to 32 V.S.A. § 5410, as the same may be amended or renumbered from time to time, a homestead exemption in the amount of thirty thousand dollars shall be applied, or three hundred dollars per one hundred dollars of assessed value on the grand list, prior to calculating the amount of the tax hereby authorized to be raised. Both this exemption amount and the maximum tax rate set forth hereinabove shall be increased each fiscal year by the twelve-month increase, if any, in the Consumer Price Index for all Urban Consumers, Northeast Region, as published by the U.S. Bureau of Labor Statistics, as of May in the same calendar year as the start of the fiscal year in question. If the U.S. Bureau of Labor Statistics or successor agency ceases to publish the foregoing measure of inflation, then the City Council shall select a reasonable, comparable measure of inflation. In every fiscal year for which the revenue neutrality provisions of section 98a of this Charter shall apply, the maximum tax rate set by this section shall be adjusted for inflation prior to adjusting said rate in accordance with section 98a, and, after adjusting the exemption amount set forth herein for inflation, said exemption amount shall be adjusted by multiplying it by the ratio of the total grand list amount of the city after the general reassessment to the total grand list amount prior thereto.

*Material underlined added.

** Material stricken deleted.

* * * * *

DISTRIBUTION:

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

Charter Change Committee

* * * * *

ORIGINAL

RESOLUTION RELATING TO

March 3, 2026 Annual City Meeting - Charter Change re: General Fund Tax Fairness
(Referral to Charter Change Committee)

as amended

Adopted by the City Council

October 21, 2025

[Signature] Clerk

Approved October 23, 2025

[Signature] Mayor

Vol. Page

Attest:
[Signature]
Lori Olberg
Council and Licensing Coordinator

Resolution Relating to

MARCH 3, 2026 ANNUAL CITY MEETING – CHARTER
CHANGE RE: CITY COUNCIL AUTHORITY TO PLEDGE
CREDIT OF THE CITY (REFERRAL TO CHARTER
CHANGE COMMITTEE)

RESOLUTION_____

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

CITY OF BURLINGTON

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

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

1 That WHEREAS, § 62 of the City Charter generally requires voter approval to sell general obligation
2 bonds, but allows the City Council to authorize the Chief Administrative Officer to sell up to \$2 million in
3 general obligation bonds per fiscal year for working capital and capital expenses, while also granting the legal
4 voters of the City the power to referend the City Council’s exercise of said authority; and
5 WHEREAS, § 63 of the City Charter grants similar authority to the City Council upon
6 recommendation of the Board of Light Commissioners to authorize the sale of bonds up to \$3 million for use
7 by the Burlington Electric Department, said authorization also subject to the voters’ referendum power; and
8 WHEREAS, bonds sold under § 63 are on the general credit of the City but are to be paid from rates
9 rather than from property taxes; and
10 WHEREAS, the City has significant deferred maintenance needs for its infrastructure, including the
11 infrastructure of its electrical, drinking water, storm drainage, and wastewater systems, and delays in
12 addressing deferred maintenance needs typically increase costs once those needs are addressed; and
13 WHEREAS, due to inflation, the dollar limits specified in §§ 62 and 63 are not adequate to meet the
14 City’s deferred maintenance needs; and
15 WHEREAS, the City Council desires that any increase in the \$2 million borrowing limitation of § 62
16 to be phased in to limit the burden on the City’s property taxpayers; and
17 WHEREAS, the City Council now desires to refer proposed amendments to §§ 62 and 63 of the
18 Charter to the Charter Change Committee to review and to report back in time for the City Council to place
19 any proposed amendment on the ballot for the March 3, 2026 annual City meeting;
20 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby asks the Charter Change
21 Committee to review the following proposed amendment, and to report back in time for the November 17,
22 2025 meeting of the City Council:
23

“Shall the Charter of the City of Burlington, Acts of 1948, No. 298, as amended, be further amended as follows?:

§ 62. Council; School Board; not to pledge credit of City; exceptions:

Subsections (a) to (e), As written.

(f)(1) The Chief Administrative Officer, when authorized and directed by resolution of the City Council, may pledge the credit of the City by issuing negotiable orders, warrants, notes, or bonds in an amount not to exceed in the aggregate \$2 million in any fiscal year for the purpose of providing working capital and capital improvements, additions, and replacements required for the efficient and economical operation of the City and its departments, other than the Electric Light Department and the Water and Wastewater Divisions of the Public Works Department. If any of such annual borrowing authority is used to provide working capital, notes shall be issued in anticipation of the receipt of City revenue and shall mature within two years from the date of issue, and may be renewed or refunded by the issue of other notes maturing within a similar period whenever such action is deemed expedient. If any of such annual borrowing authority is used to provide capital improvements, additions, and replacements, the negotiable orders, warrants, notes, or bonds issued for such purposes shall be of such denominations, payable at such time or times, at such rate of interest, and to be sold and registered in such manner and under such terms and conditions as shall be established by resolution of the City Council. Beginning in fiscal year 2028, the foregoing \$2 million limitation shall increase to not more than \$5 million, and beginning in 2031, it shall increase to not more than \$10 million.

(2) Notwithstanding the above, however, five per cent of the qualified voters of the City may petition for referendum review of the action by the City Council. Any such request for referendum review shall be in accordance with and governed by the procedures specified in section 63 of this charter for borrowing on behalf of Burlington Electric Department or Public Works Department.

Subsection (f)(3), As written.

§ 63. Council may pledge credit of City when authorized by voters to do so:

(a) Whenever the legal voters of said City, by two-thirds vote of all voters present and voting on the question at any special or annual City meeting duly warned for the purpose, or, if the purpose shall be the making of an improvement relating to a public school by a majority vote of all voters present and voting on the question, shall give authority to the City Council thereof to pledge the credit of said City for any purpose by issuing its negotiable orders, warrants, notes, or bonds, ~~or whenever the City Council shall determine by resolution, upon prior recommendation of the Board of Light Commissioners, that it is necessary during a fiscal year to pledge the credit of the City by issuing its negotiable orders, warrants, notes, or bonds in an amount not to exceed in the aggregate \$3 million in any such fiscal year for the purpose of providing capital improvements, additions, and replacements required for the efficient and economical operation of the Electric Light Department,~~ said City shall have power and authority to issue its negotiable orders, warrants, notes, or bonds, and to prescribe whether such bonds shall be registered or have interest coupons attached, to the amount, not to exceed the limit prescribed by the general laws of the State, for which authority has been given as aforesaid to so pledge the credit of said City; such notes or bonds to be of such denominations, payable at such time or times; and at

such a rate of interest, and to be sold and registered in such manner and under such terms and conditions as shall be established by resolution of said City Council.

(b) Whenever the City Council shall determine by resolution,

(1) Upon prior recommendation of the Board of Light Commissioners that it is necessary during a fiscal year to pledge the credit of the City by issuing its negotiable orders, warrants, notes, or bonds in an amount up to in the aggregate \$6 million in any such fiscal year for the purpose of providing capital improvements, additions, and replacements required for the efficient and economical operation of the Electric Light Department, or

(2) Upon prior recommendation of the Public Works Commission that it is necessary during a fiscal year to pledge the credit of the City by issuing its negotiable orders, warrants, notes, or bonds in an amount up to in the aggregate \$6 million in any such fiscal year for the purpose of providing capital improvements, additions, and replacements required for the efficient and economical operation of the drinking water, wastewater, stormwater, and solid waste facilities operated by the Public Works Department,

Said City shall have power and authority to issue its negotiable orders, warrants, notes, or bonds, and to prescribe whether such bonds shall be registered or have interest coupons attached, to the amount, not to exceed the limit prescribed by the general laws of the State, for which authority has been given as aforesaid to so pledge the credit of said City. Such notes or bonds shall be of such denominations, payable at such time or times, at such a rate of interest, and sold and registered in such manner and under such terms and conditions as shall be established by resolution of said City Council. By majority vote, the voters of the City may increase either or both borrowing limits set forth in this subsection permanently or for any fiscal year or years.

(c) Notwithstanding subsection (ab) of this section, however, a City Council resolution authorizing the credit of the City to be pledged ~~in an amount not to exceed \$3 million in a fiscal year for the operation of the Electric Light Department as pursuant to said subsection (b) aforesaid in an amount not to exceed \$3 million in a fiscal year for the operation of the Electric Light Department as aforesaid~~ shall not give the City power to so pledge its credit until 44 days have passed following the effective date of such resolution. If during such 44-day period a petition is filed with the Chief Administrative Officer signed by not less than five percent of the qualified voters of the City requesting a referendum vote on whether the credit of the City will be pledged in accordance with the City Council resolution, the credit of the City shall not be pledged pursuant thereto unless a majority of the qualified voters of the City present and voting at a duly warned annual or special City meeting vote to affirm such City Council resolution. Upon receipt of a proper petition, a special City meeting shall be called by the City Council within 60 days from the date such petition is received, or if the next annual City meeting falls within the 60-day period, the City Council shall include an article in the warning for such annual City meeting, to determine whether the voters will affirm such resolution. If at such City meeting a majority of the qualified voters voting on the question affirm the action of the City Council, the City shall have power to pledge its credit pursuant to the City Council resolution as of the day following such City meeting. If the City Council resolution is not affirmed by a majority of the qualified voters voting on the question, the City shall not have power to pledge its credit in accordance with such resolution.

Page 4

Resolution Relating to

MARCH 3, 2026 ANNUAL CITY MEETING – CHARTER CHANGE RE:
CITY COUNCIL AUTHORITY TO PLEDGE CREDIT OF THE CITY
(REFERRAL TO CHARTER CHANGE COMMITTEE)

103 *Material underlined added.
104 ** Material stricken deleted.
105
106
107 er/ Resolutions 2025/*Charger Change re City Council Borrowing Authority*
108 *October 21, 2025*



Office of Mayor Emma Mulvaney-Stanak

MEMORANDUM

To: City Council
From: Mayor Emma Mulvaney-Stanak
CC: Katherine Schad, CAO and Jessica Brown, City Attorney
Date: October 16, 2025
Re: Municipal Financial Policy Changes

In late 2024, I convened an advisory group of financial experts, policy specialists, city councilors, community representatives and city staff to review the City's municipal tax policy and create a set of recommendations to create a fairer tax system. I specifically asked the group to explore how to make our tax system more equitable among all taxpayers, more affordable for low and moderately income people, and more sustainable regarding the City's revenue generating system. This work resulted in a report presented to the City Council on October 6th with a series of recommendations. The group also explored other tax policy and made recommendations on ways the City can consider simplifying our splinter taxes in the future and also made note of some state tax policy changes worth pursuing.

Among these recommendations, there is one important tax charter change item I support for immediate consideration by the City Council. The recommendation proposes **creating a universal exemption for the first \$30,000 to 50,000 of property value on homestead properties in the City**. This recommendation received the most support from members to advance for further consideration. As the report explains, "this reform would address the inequities in assessed values across low and high value properties and shift the municipal tax burden away from lower value primary residents towards higher value commercial properties." Value exemptions exist across the country, such as in Hawaii, where high property values can overburden low to moderately income full-time residents. The City already has a value exemption of \$40,000 for the primary residence owned by a veteran living with a disability, this is based on State law which mandates municipalities offer at least a \$10,000 exemption but allows them to offer up to \$40,000. As the City continues to find ways to address affordability for residents, it is important we consider this proposal as a straightforward way to begin to address the municipal tax burden on residents and rebalance how we raise revenue from primary residents compared to other types of property.

I recommend the Council also consider another charter change item that will allow the City to begin to address the chronic challenge of our structural budget gaps year over year. One major contributing factor to the City's budget gaps is that the general tax rate does not automatically increase based on inflation (CPI-U Northeast). Voters currently must approve every general tax rate

increase. This process creates undo pressure on our City's budget planning process and contributes to challenging budget decisions where we must balance the realities of inflationary growth for city operations and cost of living salary increases within collective bargaining agreements with our unions with predicting if and when our general tax rate increases. One-time funding from grants and federal covid related resources both obscured this structural gap challenge for a number of years and also led to the addition of 98 additional full time equivalent positions over the last 9 years. This grew our workforce in an unsustainable fashion without a guaranteed funding source beyond increasing local tax rates. In FY26, the City embarked on a challenging review of core services to look for cost savings to help close the \$14M budget gap. This work included a reduction of the workforce size by 25 positions. This work narrowed the structural budget gap somewhat but was never meant to be a full solution to the chronic budget gap issue.

While the Tax Fairness Working Group's mission was not specifically to address the structural budget gap challenges for the City, a proposal to **add an inflator to our general fund tax rate** is an opportunity to begin to do so and to standardize one of our tax rates to create more predictability and consistency in our tax system. This can contribute to the City's ability to offer taxpayers more accurate projections on tax increases year over year compared to our current system that often does not clarify if a tax increase is needed with only 3 to 4 months of notice before a Town Meeting Day vote.

If we add an inflator to the City's general tax rate, the Council will be able to increase the rate up to the inflation rate each year but not beyond. Other sections of the city charter empower the Council to decrease any of the City's tax rates which allows the City to respond to the needs of the community, including adjusting what may need to be raised from taxpayers to balance what is raised by any growth in our grand list.

I also recommend the City Council consider **increasing the annual borrowing limits** for the ongoing needs of the City's capital program (facilities, fleet, etc.), our Water Division, and Burlington Electric Department. These annual borrowing limits remain too low in our city charter to run the City's operations effectively and require the City to seek additional stand-alone bonds every few years to keep up with the increased costs of maintaining and replacing our infrastructure. If we increase the annual bonding limits for these three important ongoing capital needs, our City can better plan and maintain our city assets. In 2024, the Administration and Council discussed this item but ultimately decided to wait a year given the need to focus on seeking voter support for three sizable infrastructure bonds for our capital program, water and wastewater systems.

On the Council agenda for October 21, Councilor Gene Bergman is proposing a charter change to create a homestead property value exemption and adding an inflator to the general tax rate. I support both of these proposals and encourage the Council to consider advancing this proposal to committee for further exploration and study. Councilor Bergman will also be proposing a charter change to increase the annual borrowing limits.

Finally, there are two state legislative items that emerged out of the Working Group's deliberations I would like to encourage our legislative delegation to address. The first is the **state's very low maximum household income level for an individual to receive a tax credit on their municipal property tax bill**. It is currently set at \$47,000. This is compared to the state education tax property tax credit maximum household income of \$115,000. This creates a regressive tax structure for lower income households who are paying a higher share of their income towards municipal taxes than they do for state education tax. The second is to encourage the **state to review the state Renter Credit Program** to better assist renters with the high cost of rent

compared to modest income levels. Currently, income limits are very low to qualify for a full rental credit. A family of four in Chittenden County must earn less than \$35,650 for a full credit and the maximum income for a family of four is \$77,290 for a partial credit. This program greatly benefits very low-income households but leaves many households out with such low-income levels.

I would like to thank City Assessor Joe Turner and Senior Policy and Data Analyst Nancy Stetson for leading this work alongside Director of Finance Bradley Kukenberger, Assistant City Attorney Erik Ramakrishnan, and my Chief of Staff Erin Jacobsen. I also appreciate the time and thought that all members of the group provided over the last several months. You can find a complete list of these community members in the report. Thank you for your service to the City.

Resolution Relating to

MARCH 3, 2026 ANNUAL CITY MEETING – CHARTER
CHANGE RE: CITY COUNCIL AUTHORITY TO PLEDGE
CREDIT OF THE CITY (REFERRAL TO CHARTER
CHANGE COMMITTEE)

RESOLUTION^{5.8}

Sponsor(s): Bergman

Introduced: 10/21/25

Referred to:

Action: adopted as amended

Date: 10/21/25

Signed by Mayor: 10/23/25

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, § 62 of the City Charter generally requires voter approval to sell general obligation
2 bonds, but allows the City Council to authorize the Chief Administrative Officer to sell up to \$2 million in
3 general obligation bonds per fiscal year for working capital and capital expenses, while also granting the legal
4 voters of the City the power to referend the City Council's exercise of said authority; and

5 WHEREAS, § 63 of the City Charter grants similar authority to the City Council upon
6 recommendation of the Board of Light Commissioners to authorize the sale of bonds up to \$3 million for use
7 by the Burlington Electric Department, said authorization also subject to the voters' referendum power; and

8 WHEREAS, bonds sold under § 63 are on the general credit of the City but are to be paid from rates
9 rather than from property taxes; and

10 WHEREAS, the City has significant deferred maintenance needs for its infrastructure, including the
11 infrastructure of its electrical, drinking water, storm drainage, and wastewater systems, and delays in
12 addressing deferred maintenance needs typically increase costs once those needs are addressed; and

13 WHEREAS, due to inflation, the dollar limits specified in §§ 62 and 63 are not adequate to meet the
14 City's deferred maintenance needs; and

15 WHEREAS, the City Council desires that any increase in the \$2 million borrowing limitation of § 62
16 to be phased in to limit the burden on the City's property taxpayers; and

17 WHEREAS, the City Council now desires to refer proposed amendments to §§ 62 and 63 of the
18 Charter to the Charter Change Committee to review and to report back in time for the City Council to place
19 any proposed amendment on the ballot for the March 3, 2026 annual City meeting;

20 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby asks the Charter Change
21 Committee to review the following proposed amendment, and to report back in time for the December 1 ,
22 2025 meeting of the City Council:

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

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

Adopted by the City Council

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

..... Clerk

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

..... Mayor

Vol. Page

* * * * *

“Shall the Charter of the City of Burlington, Acts of 1948, No. 298, as amended, be further amended as follows?:

§ 62. Council; School Board; not to pledge credit of City; exceptions:

Subsections (a) to (e), *As written*.

(f)(1) The Chief Administrative Officer, when authorized and directed by resolution of the City Council, may pledge the credit of the City by issuing negotiable orders, warrants, notes, or bonds in an amount not to exceed in the aggregate \$2 million in any fiscal year for the purpose of providing working capital and capital improvements, additions, and replacements required for the efficient and economical operation of the City and its departments, other than the Electric Light Department and the Water and Wastewater Divisions of the Public Works Department. If any of such annual borrowing authority is used to provide working capital, notes shall be issued in anticipation of the receipt of City revenue and shall mature within two years from the date of issue, and may be renewed or refunded by the issue of other notes maturing within a similar period whenever such action is deemed expedient. If any of such annual borrowing authority is used to provide capital improvements, additions, and replacements, the negotiable orders, warrants, notes, or bonds issued for such purposes shall be of such denominations, payable at such time or times, at such rate of interest, and to be sold and registered in such manner and under such terms and conditions as shall be established by resolution of the City Council. Beginning in fiscal year 2028, the foregoing \$2 million limitation shall increase to not more than \$5 million, and beginning in 2031, it shall increase to not more than \$10 million.

(2) Notwithstanding the above, however, five per cent of the qualified voters of the City may petition for referendum review of the action by the City Council. Any such request for referendum review shall be in accordance with and governed by the procedures specified in section 63 of this charter for borrowing on behalf of Burlington Electric Department or Public Works Department.

Subsection (f)(3), *As written*.

§ 63. Council may pledge credit of City when authorized by voters to do so:

(a) Whenever the legal voters of said City, by two-thirds vote of all voters present and voting on the question at any special or annual City meeting duly warned for the purpose, or, if the purpose shall be the making of an improvement relating to a public school by a majority vote of all voters present and voting on the question, shall give authority to the City Council thereof to pledge the credit of said City for any purpose by issuing its negotiable orders, warrants, notes, or bonds, ~~or whenever the City Council shall determine by resolution, upon prior recommendation of the Board of Light Commissioners, that it is necessary during a fiscal year to pledge the credit of the City by issuing its negotiable orders, warrants, notes, or bonds in an amount not to exceed in the aggregate \$3 million in any such fiscal year for the purpose of providing capital improvements, additions, and replacements required for the efficient and economical operation of the Electric Light Department~~, said City shall have power and authority to issue its negotiable orders, warrants, notes, or bonds, and to prescribe whether such bonds shall be registered or have interest coupons attached, to the amount, not to exceed the limit prescribed by the general laws of the State, for which authority has been given as aforesaid to so pledge the credit of said City; such notes or bonds to be of such denominations, payable at such time or times; and at

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

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

Adopted by the City Council

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

..... Clerk

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

..... Mayor

Vol. Page

* * * * *

such a rate of interest, and to be sold and registered in such manner and under such terms and conditions as shall be established by resolution of said City Council.

(b) Whenever the City Council shall determine by resolution,

(1) Upon prior recommendation of the Board of Light Commissioners that it is necessary during a fiscal year to pledge the credit of the City by issuing its negotiable orders, warrants, notes, or bonds in an amount up to in the aggregate \$6 million in any such fiscal year for the purpose of providing capital improvements, additions, and replacements required for the efficient and economical operation of the Electric Light Department, or

(2) Upon prior recommendation of the Public Works Commission that it is necessary during a fiscal year to pledge the credit of the City by issuing its negotiable orders, warrants, notes, or bonds in an amount up to in the aggregate \$6 million in any such fiscal year for the purpose of providing capital improvements, additions, and replacements required for the efficient and economical operation of the drinking water, wastewater, stormwater, and solid waste facilities operated by the Public Works Department,

Said City shall have power and authority to issue its negotiable orders, warrants, notes, or bonds, and to prescribe whether such bonds shall be registered or have interest coupons attached, to the amount, not to exceed the limit prescribed by the general laws of the State, for which authority has been given as aforesaid to so pledge the credit of said City. Such notes or bonds shall be of such denominations, payable at such time or times, at such a rate of interest, and sold and registered in such manner and under such terms and conditions as shall be established by resolution of said City Council. By majority vote, the voters of the City may increase either or both borrowing limits set forth in this subsection permanently or for any fiscal year or years.

(c) Notwithstanding subsection (ab) of this section, however, a City Council resolution authorizing the credit of the City to be pledged ~~in an amount not to exceed \$3 million in a fiscal year for the operation of the Electric Light Department as pursuant to said subsection (b) aforesaid in an amount not to exceed \$3 million in a fiscal year for the operation of the Electric Light Department as aforesaid~~ shall not give the City power to so pledge its credit until 44 days have passed following the effective date of such resolution. If during such 44-day period a petition is filed with the Chief Administrative Officer signed by not less than five percent of the qualified voters of the City requesting a referendum vote on whether the credit of the City will be pledged in accordance with the City Council resolution, the credit of the City shall not be pledged pursuant thereto unless a majority of the qualified voters of the City present and voting at a duly warned annual or special City meeting vote to affirm such City Council resolution. Upon receipt of a proper petition, a special City meeting shall be called by the City Council within 60 days from the date such petition is received, or if the next annual City meeting falls within the 60-day period, the City Council shall include an article in the warning for such annual City meeting, to determine whether the voters will affirm such resolution. If at such City meeting a majority of the qualified voters voting on the question affirm the action of the City Council, the City shall have power to pledge its credit pursuant to the City Council resolution as of the day following such City meeting. If the City Council resolution is not affirmed by a majority of the qualified voters voting on the question, the City shall not have power to pledge its credit in accordance with such resolution.

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

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

Adopted by the City Council

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

..... Clerk

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

..... Mayor

Vol. Page

* * * * *

Page 4

Resolution Relating to

MARCH 3, 2026 ANNUAL CITY MEETING – CHARTER CHANGE RE:
CITY COUNCIL AUTHORITY TO PLEDGE CREDIT OF THE CITY
(REFERRAL TO CHARTER CHANGE COMMITTEE)

103 *Material underlined added.

104 ** Material stricken deleted.

105

106

107 er/ Resolutions 2025/*Charger Change re City Council Borrowing Authority*
108 *October 21, 2025*

* * * * *

DISTRIBUTION:

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

Charter Change Committee

ORIGINAL

RESOLUTION RELATING TO

March 3, 2026 Annual City Meeting - Charter Change re: City Council Authority to
Pledge Credit of the City (Referral to Charter Change Committee)

Adopted by the City Council

October 21....., 20 25

Clerk

Approved....., 20 25

Mayor

Attest:

Lori Olberg
Council and Licensing Coordinator

Vol. Page

* * * * *