



## Board of Finance

**Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street,  
1st Floor**

Join from PC, Mac, iPad, or Android:

<https://zoom.us/j/98452561096>

Phone one-tap:

+13092053325, 98452561096# US

Join via audio:

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Webinar ID: 984 5256 1096

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

**\*\*CCTV link: [https://www.youtube.com/playlist?list=PLIjLFn4BZd2PwCge7INoKug676jIf\\_iUA](https://www.youtube.com/playlist?list=PLIjLFn4BZd2PwCge7INoKug676jIf_iUA) \*\***

### 1. Agenda

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<b>Subject</b>	<b>1.1. Motion to adopt agenda</b>
Meeting	November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda

### 2. Public Forum

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<b>Subject</b>	<b>2.1. Verbal Comments</b>
Meeting	November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	2. Public Forum
Department	Council and Board

Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

### 3. Consent Agenda

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<b>Subject</b>	<b>3.1. Motion to adopt the consent agenda and take the actions indicated</b>
Meeting	November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated

<b>Subject</b>	<b>3.2. October 21, 2025 Board of Finance Meeting Minutes - DFA</b>
Meeting	November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes

<b>Subject</b>	<b>3.3. Regular Schedule of Meetings of the Board of Finance and City Council through August 24, 2026 - DFA</b>
Meeting	November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent)
Recommended Action	to approve the above list of meetings through August 24, 2026

<b>Subject</b>	<b>3.4. The Tibet Association of VT Sponsorship - REIB</b>
Meeting	November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda

Department Racial Equity, Inclusion, & Belonging (REIB)

Type Action (Consent)

Recommended Action to approve and authorize the Director of the Racial Equity Inclusion and Belonging Office and the Chief Administrative Officer to issue a sponsorship grant in the amount of \$5,000 to the Tibetan Association of Vermont to support Tibetan Festival programming and support their "Year of Compassion" project from the Community Celebrations GL

**Subject 3.5. B.E.D.'s Property/Boiler and Machinery (B&M) 2025-2026 Insurance renewal - Electric**

Meeting November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Burlington Electric Department

Type Action (Consent)

Recommended Action to approve and recommend that the City Council authorize the General Manager of the Burlington Electric Department or their designee, to execute the Property, Boiler & Machinery insurance coverage renewal contract with AIG/ZURICH/STARR TECH/AEGIS for the policy period 11/20/2025 through 11/20/2026 with a not to exceed premium of \$718,024, as outlined in this memo, subject to review and approval of the City Attorney's Office and the CAO

**Subject 3.6. CSWD contract extension - Electric**

Meeting November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Burlington Electric Department

Type Action (Consent)

Recommended Action to approve and recommend approval to the City Council that the General Manager or their delegee may execute the attached contract extension with Chittenden Solid Waste District

#### **4. Deliberative Agenda**

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**Subject 4.1. Burlington Harbor Marina: Dredging Maintenance Project: Procurement and Contracting - Parks, Recreation and Waterfront**

Meeting November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Parks, Recreation, & Waterfront

Type Action

Recommended Action 1. To approve and recommend that the City Council authorize BPRW to use the Request for Price Quotation (RFPQ) procedure, as recommended by the City Attorney's Office, to obtain proposals from qualified and responsible bids for the Burlington Harbor Dredging Project.  
2. To approve and recommend that the City council authorize Sophie Sauvé, Interim Parks, Recreation and Waterfront Co-Director, to award and execute a contract and any related documents needed to carry out the project , subject to the review and approval of the City Attorney, with the selected vendor for an amount not to exceed \$625,000 for one or both phases of the project

**Subject 4.2. Authorization to Sign a Cooperation Agreement with HowardCenter Inc. - Mayor**

Meeting November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Mayor's Office

Type Action

Recommended Action to approve and recommend that City Council authorizes the Mayor to execute the agreement, and to take all such further actions, and to execute all such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby

**Subject 4.3. Proposed Changes to BED Miscellaneous Service Fees - Electric**

Meeting November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Burlington Electric Department

Type Action

Recommended Action to approve and recommend the City Council authorize the General Manager of the Burlington Electric Department or their designee to file tariff amendments and supporting documents with the Vermont Public Utility Commission requesting changes in Burlington Electric Department's Miscellaneous Service Fees as proposed

**Subject 4.4. Gross Receipts Information by Ward & District - DFA**

Meeting November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Department of Finance and Administration

Type Information  
Discussion

**Subject 4.5. FY2026 General Fund - Q1 Budget to Actuals Summary - DFA**

Meeting November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Department of Finance and Administration

Type Discussion  
Information

**Subject 4.6. FY25 Budget Results - Mayor**

Meeting November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM,  
Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Mayor's Office

Type Discussion  
Information

## 5. Adjournment

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**Subject 5.1. Motion to adjourn**

Meeting November 3, 2025 - Board of Finance Meeting - Monday, November 3, 2025, 5:00 PM,  
Bushor Conference Room, 149 Church Street, 1st Floor

Category 5. Adjournment

Department Council and Board

Type Action  
Procedural

Recommended Action Motion to adjourn



**BURLINGTON BOARD OF FINANCE  
BUSHOR CONFERENCE ROOM, 149 CHURCH STREET, 1ST FLOOR  
MINUTES OF MEETING  
October 21, 2025**

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## **1. Agenda**

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### **1. Agenda**

Mayor Mulvaney-Stanak convened the meeting at 5:03 pm.

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

**Subject**

**1.1. Motion to adopt agenda**

Meeting

October 21, 2025 - Board of Finance Meeting - Tuesday, October 21, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category

1. Agenda

Department

Council and Board

Type

Action  
Procedural

Recommended Action      Motion to adopt agenda

1.1. Motion to adopt agenda

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

## **2. Public Forum**

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### **2. Public Forum**

**Subject**

**2.1. Verbal Comments**

Meeting

October 21, 2025 - Board of Finance Meeting - Tuesday, October 21, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category

2. Public Forum

Department

Council and Board

Type

Action  
Procedural



Department Church St. Marketplace  
Type Action (Consent)  
Recommended Action to approve and recommend that the City Council authorize the Mayor to execute a three-year lease with Olive & Ollie LLC for retail operations in the 62 Church Street property, subject to final review and approval by the City Attorney's Office

3.3. Church Street Marketplace - 62 Church Street Storefront - Authorization to Award Lease

**Subject 3.4. EV Site License Agreement - Electric**  
Meeting October 21, 2025 - Board of Finance Meeting - Tuesday, October 21, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Burlington Electric Department

Type Action (Consent)

Recommended Action to approve and recommend approval to the City Council 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

3.4. EV Site License Agreement - Electric

**Subject 3.5. Purchase of BFD Ambulance - Fire**  
Meeting October 21, 2025 - Board of Finance Meeting - Tuesday, October 21, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Fire Department

Type Action (Consent)

Recommended Action move to approve and recommend that the Board of Finance authorize the Chief Administrative Officer, or her designee, to effectuate necessary budget amendments and the transfer of funds in the amount of \$415,206 from the FY26 Unassigned Fund Balance to allow the Burlington Fire Department to complete the purchase of one (1) replacement ambulance

3.5. Purchase of BFD Ambulance - Fire

## 4. Deliberative Agenda

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### 4. Deliberative Agenda

**Subject 4.1. Memorandum of Understanding (MoU) between the Friends of the Fletcher Free Library (Friends) and the Fletcher Free Library—City of Burlington - Library**

Meeting October 21, 2025 - Board of Finance Meeting - Tuesday, October 21, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Fletcher Free Library

Type Action

Recommended Action to approve and recommend that the City Council authorize the Director of the Fletcher Free Library to execute a Capital Campaign Memorandum of Understanding with the Friends of the Fletcher Free Library subject to review and approval of the City's Attorney

4.1. Memorandum of Understanding (MoU) between the Friends of the Fletcher Free Library (Friends) and the Fletcher Free Library—City of Burlington - Library

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

**Subject 4.2. Request to execute a ground lease agreement with Beta Technologies - Airport**

Meeting October 21, 2025 - Board of Finance Meeting - Tuesday, October 21, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Airport

Type Action

Recommended Action to approve and recommend that the City Council 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

4.2. Request to execute a ground lease agreement with Beta Technologies - Airport

Motion made by Councilor Carpenter, seconded by City Council President Traverse, to approve the motion as presented. Motion passed unanimously.

**Subject 4.3. Authorization For Public Improvement Bonds For School District Capital Improvements - March 7, 2017 Voter Authorization - DFA**

Meeting October 21, 2025 - Board of Finance Meeting - Tuesday, October 21, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Department of Finance and Administration

Type Action  
Resolution

Recommended Action to recommend that the City Council approve the attached resolution

4.3. Authorization For Public Improvement Bonds For School District Capital Improvements - March 7, 2017 Voter Authorization - DFA

Motion made by Councilor Barlow, seconded by City Council President Traverse, to approve the motion as presented. Motion passed unanimously.

**Subject 4.4. Authorization For School District Capital Improvement Bonds For Burlington High School -- November 8, 2022 Voter Authorization - DFA**

Meeting October 21, 2025 - Board of Finance Meeting - Tuesday, October 21, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Department of Finance and Administration

Type Action  
Resolution

Recommended Action to recommend that the City Council approve the attached resolution

4.4. Authorization For School District Capital Improvement Bonds For Burlington High School -- November 8, 2022 Voter Authorization - DFA

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

**Subject 4.5. Town Meeting TV FY25 Update and FY26/Municipality's FY27 Budget Request**

Meeting October 21, 2025 - Board of Finance Meeting - Tuesday, October 21, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Department of Finance and Administration

Type Information

4.5. Town Meeting TV FY25 Update and FY26/Municipality's FY27 Budget Request

Town Meeting TV Staff Megan O'Rourke and Jordan Mitchell spoke to this agenda item.

**Subject 4.6. Proposed Changes to BED Miscellaneous Service Fees - Electric**

Meeting October 21, 2025 - Board of Finance Meeting - Tuesday, October 21, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department Burlington Electric Department

Type Action

Recommended Action to approve and recommend the City Council authorize the General Manager of the Burlington Electric Department or their designee to file tariff amendments and supporting documents with the Vermont Public Utility Commission requesting

changes in Burlington Electric Department's Miscellaneous Service Fees as proposed

4.6. Proposed Changes to BED Miscellaneous Service Fees - Electric

**NEW MOTION:**

Motion made by City Council President Traverse, seconded by Councilor Barlow, to postpone this agenda item until November 3rd when it will be concurrent. Motion passed unanimously.

## **5. Adjournment**

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### **5. Adjournment**

**Subject**

**5.1. Motion to adjourn**

Meeting

October 21, 2025 - Board of Finance Meeting - Tuesday, October 21, 2025, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category

5. Adjournment

Department

Council and Board

Type

Action  
Procedural

Recommended Action

Motion to adjourn

5.1. Motion to adjourn

Mayor Mulvaney-Stanak adjourned the meeting at 6:09 pm. Motion passed unanimously.



OFFICE OF THE CLERK/TREASURER

City of Burlington \_\_\_\_\_  
City Hall, Room 20, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000  
Fax (802) 865-7014  
TTY (802) 865-7142

TO: Board of Finance and City Council

FROM: Lori Olberg, Licensing and Records Coordinator

DATE: November 3, 2025

RE: Regular Schedule of Meetings of the Board of Finance and City Council through August 24, 2026

~~Board of Finance: Monday, January 5, 2026; City Council: Monday, January 5, 2026~~

Monday, January 12, 2026 (**Regular Meeting**)

Tuesday, January 20, 2026 (**Regular Meeting and 1<sup>st</sup> Charter Change Public Hearing**)

Thursday, January 22, 2026 (**2<sup>nd</sup> Charter Change Public Hearing**)

Monday, January 26, 2026 (**Regular Meeting**)

Monday, February 9, 2026 (**Regular Meeting and Public Information Hearing on Ballot Questions**)

Tuesday, February 17, 2026 (**Regular Meeting**)

Monday, March 9, 2026 (**Regular Meeting**)

Monday, March 23, 2026 (**Regular Meeting**)

Monday, April 6, 2026 (**Regular Meeting and Organization Day**)

Monday, April 13, 2026 (**Regular Meeting**)

Monday, April 27, 2026 (**Regular Meeting**)

Monday, May 11, 2026 (**Regular Meeting**)

Monday, May 18, 2026 (**Regular Meeting**)

Monday, June 1, 2026 (**Regular Meeting**)

Monday, June 15, 2026 (**Regular Meeting**)

Monday, June 29, 2026 (**Regular Meeting**)

Monday, July 13, 2026 (**Regular Meeting**)

Monday, August 3, 2026 (**Regular Meeting**)

Monday, August 24, 2026 (**Regular Meeting**)

**Board of Finance Motion:** to approve the above list of meetings through August 24, 2026

**City Council Motion:** to approve the above list of meetings through August 24, 2026



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## MEMORANDUM

**Date:** November 3, 2025  
**To:** Board of Finance

**From:** Kelli Perkins, Director of Racial Equity, Inclusion, and Belonging  
**CC:** Katherine Schad, Chief Administrative Officer

**Re:** **The Tibet Association of VT Sponsorship**

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### Request

The Office of Racial Equity, Inclusion, and Belonging (REIB) is seeking approval and authorization to execute a sponsorship agreement subject to review of the City Attorney's Office, granting City funds as follows: an agreement with the Tibetan Association of VT to support their annual Tibet Festival and their "Year of Compassion" project granting \$5,000. Funding for this agreement will come from the Community Celebrations GL.

### Background

1. The REIB seeks to sponsor the Tibetan Association of Vermont a longstanding organization committed to preserving and promoting Tibetan culture, heritage, and the values of His Holiness the Dalai Lama. This year, the association is producing the Tibet Festival and is celebrating a "Year of Compassion." Their annual Tibet Festival brings traditional Tibetan dance, live music, authentic food and an exhibition of the life and legacy of His Holiness, the 14<sup>th</sup> Dalai Lama. The Compassion Committee developed community-based projects to support Tibetan elders, encourage cultural exchange, and serve the broader Vermont community through their initiatives.

The festival offers City residents and visitors the opportunity to learn about Tibetan history, language, and Tibetan core values through speeches and cultural displays. The celebration of a "Year of Compassion" spreads the teachings of The Dalai Lama, supports Tibetan elders across the Burlington area through the tough winter, and creates opportunities for cultural exchange through nursing home visits. These initiatives will create opportunities for cultural exchange, community bonding, and community support.



Supporting the Tibetan Association of Vermont directly advances REIB’s mission to foster racial equity, inclusion, and belonging in Burlington. The festival not only highlights Tibetan traditions, core values, history, and language, but also creates meaningful opportunities for cultural exchange and community connection. By investing in this partnership, the City affirms its commitment to honoring diverse cultural contributions, expanding access to the arts, and building a more inclusive civic identity that reflects and uplifts historically underrepresented communities.

### **Funding for Project**

The Tibetan Association of Vermont grant from the REIB is \$5,000 and is included in the REIB’s FY26 Community Celebrations GL.

### **Department Contact**

If you have any questions, please contact Kelli Perkins, Director of Racial Equity, Inclusion, and Belonging at [kperkins@burlingtonvt.gov](mailto:kperkins@burlingtonvt.gov).

### **Motions**

The Office of Racial Equity, Inclusion, and Belonging requests the Board of Finance approve the following motions:

1. To approve and authorize the Director of the Racial Equity Inclusion and Belonging Office and the Chief Administrative Officer to issue a sponsorship grant in the amount of \$5,000 to the Tibetan Association of Vermont to support Tibetan Festival programming and support their “Year of Compassion” project from the Community Celebrations GL.

## Board of Finance and City Council Submission Checklist

Version: April 2025

Department: REIB Submitter: Vicky Luciano

Title/Subject: The Tibet Association of Vermont Sponsorship

Approval Requested:	Meeting Date:
<input checked="" type="checkbox"/> Board of Finance	11/3/2025
<input type="checkbox"/> City Council	Click or tap to enter a date.
<input type="checkbox"/> Both BOF and Council	Click or tap to enter a date.

**Instructions**

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	10/20/2025	Kelli Perkins
Mayor's Office	Yes	10/28/2025	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	10/22/2025	Emmett Wood
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	10/24/2025	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.



## MEMORANDUM

TO: Board of Electric Commission (BEC), Burlington Board of Finance (BOF), Burlington City Council (BCC)  
FROM: Paul G. Alexander, Manager of Safety & Risk Management  
DATE: October 24<sup>th</sup>, 2025  
SUBJECT: **B.E.D.'s Property/Boiler and Machinery (B&M) 2025-2026 Insurance renewal**

### RECOMMENDATION:

That the Burlington Electric Commission, Finance Board and City Council authorize the Electric Department to renew our Property/Boiler and Machinery (B&M) Insurance with AIG/ZURICH/STARR TECH/AEGIS for the policy period 11/20/2025–11/20/2026 for a **not to exceed premium of \$718,024.29.**

### DISCUSSION:

Commercial Property/B&M insurance covers BED's **physical assets** from perils such as fire, lighting, smoke, explosions, storms, burst pipes, theft and vandalism. It is designed to protect our **tangible property**; namely buildings, boilers, transformers and property inside and outside (furniture, computers, fences, office equipment, inventory, etc.)

Our current Property/B&M Insurance coverage with AIG/Starr Tech/Zurich/AEGIS is scheduled to expire on 11/20/2025 for which we pay an annual premium of **\$709,238.00.**

**Please note, that last year the BEC/BOF/CC approved this line item with a “not-to-exceed” premium amount of \$715,989. We ultimately bound coverage for \$709,238, a decrease in premium of \$6,751.**

- ❖ Our insurance agent (Hickok & Boardman: H&B “Acrisure”) has worked diligently with our existing 4 carriers and is still in negotiations with them to finalize “capacity” (the largest amount of insurance that a company or the market is able to write), Total Insurable Value (TIV)'s, deductibles and premium.
- ❖ The renewal premium is anticipated to increase from last year's amount of **\$709,238** to a **not-to-exceed \$718,024** (which is **6.39% lower** than our estimated renewal premium at 11/20/25 in the FY'26 budget of **\$767,041**). Please note our insurance agent (H&B) has shared there is the possibility of achieving a lower renewal premium using deductible options and last-minute pricing negotiations (still to be finalized).
- ❖ Our **Total Insurable Value (TIV)** will be capped at \$200,000,000 of property (same as last year) vs. our current fully scheduled TIV of \$357,799,000. The McNeil Station's TIV is listed at \$263,607,000 with a ratable TIV of \$238,429,200.

## H&B CONSIDERATIONS/OPTIONS/ACTION STEPS:

- ❖ Two years ago, as an alternative to the in-force property insurance program, BED and Acrisure reviewed the property captive options available to single cell captive and rent-a-captives. FM Global offers both a rent-a-captive, and guaranteed cost premium option. FM Global's guaranteed cost premium indication at the time \$975,285, which was higher than the expiring and current insurance program's cost. Given this premium difference, it does not appear to be the best option for BED currently.
- ❖ To help offset the increase in TIV, H&B/Acrisure asked the current carriers to use a ratable TIV at McNeil of \$238M, rather than \$263M, which reduces the overall McNeil TIV increase to 3.44%. The lower TIV is acceptable to the carriers based on their own calculations of PML (probable maximum loss) at the location and reduces the premium cost to BED.
- ❖ In addition, to support BED's efforts to get as close to possible from a budget perspective, and at BED's management's request, H&B/Acrisure will/has pursue/investigate the following:
  - ❖ McNeil:
    - Deductible Changes: Options to increase the deductible from \$2,000,000 to \$3,000,000 or higher (up to \$10,000,000)
    - Valuation Change
    - Lower Policy Limit at this location (100M or 150M)
    - BED's self-insuring one of the quota-share layers
- ❖ Deductible changes at WIH and GT: Option to increase the deductible from \$1,000,000 to \$2,000,000
- ❖ Consider the insurance for certain smaller valued assets, such as the EV charging stations, solar and railcars separately. Potentially, insure the items separately, at similar cost, with lower deductibles.
- ❖ H&B/Acrisure looked again at moving the Workers' Compensation and Auto lines from Travelers to Liberty Mutual in July, but Liberty Mutual's energy program pricing and terms/conditions were deemed not favorable at the time to BED to consider (higher auto deductibles, etc.) They continue to review these each year.
- ❖ Cyber liability: H&B/Acrisure examined the option of consolidating this year with the City on this line of coverage, but the governmental class of business has a higher minimum deductible than BED carries.
- ❖ H&B/Acrisure recommends that BED's management team consider a property appraisal valuation of McNeil, given the impact this has on the cost of insurance. Typically, this costs between \$10,000-\$14,000 with a professional appraiser. They have found recently that appraisals for energy assets have been lower than the Handy Whitman Index.

## IMPACT ON BUDGET:

Our FY'26 budgeted amount of \$742,956 (produced in January 2025 and adopted in June 2025) was calculated using 5 months at the "current/known" premium amount (\$709,238) and 7 months at the projected amount (\$767,041). Note this projected renewal amount of \$767,041 was derived by assuming an estimated 5% straight rate increase from H&B/Acrisure as well as an estimated 3% increase in our TIV's.

- ❖ Thus, using the “not to exceed” premium of \$718,024 would amount to a **6.39% reduction** in our estimated renewal within the FY’26 budget and a **1.24%** increase over our expiring premium of \$709,238. Again, please note in our insurance agent’s (H&B) cover letter, there is a possibility of a lower **estimated** renewal premium, which is still to be finalized.
- ❖ The “not to exceed” premium of \$718,024 would amount to a **3.85% decrease in our total FY’26 budget for this line of business (from \$742,956 to \$714,363).**

## **MOTIONS:**

### Board of Finance:

“To approve and recommend that the City Council authorize the General Manager of the Burlington Electric Department or their designee, to execute the Property, Boiler & Machinery insurance coverage renewal contract with AIG/ZURICH/STARR TECH/AEGIS for the policy period 11/20/2025 through 11/20/2026 with a not to exceed premium of \$718,024, as outlined in this memo, subject to review and approval of the City Attorney’s Office and the CAO”.

### City Council:

“To authorize the General Manager of the Burlington Electric Department or their designee, to execute the Property, Boiler & Machinery insurance coverage renewal contract with AIG/ZURICH/STARR TECH/AEGIS for the policy period 11/20/2025 through 11/20/2026 with a not to exceed premium of \$718,024, as outlined in this memo, subject to review and approval of the City Attorney’s Office and the Board of Finance”.

### Board of Electric Commissioners:

“To authorize the General Manager of the Burlington Electric Department or their designee, to execute the Property, Boiler & Machinery insurance coverage renewal contract with AIG/ZURICH/STARR TECH/AEGIS for the policy period 11/20/2025 through 11/20/2026 with a not to exceed premium of \$718,024, as outlined in this memo, subject to review and approval of the City Attorney’s office, the City’s CAO, Board of Finance and the City Council”.

Respectfully submitted,

Paul G. Alexander, CPCU, ARM-PE, CUSP  
Manager of Safety & Risk Management

c: Darren Springer, General Manager



**BURLINGTON ELECTRIC DEPARTMENT**  
**Property/B&M Insurance Policies**  
**Premium/TIV History**  
**10/24/2025**

#:	Carrier	Broker/ Agent	POLICY PERIOD:						Actual **** Premium	Annual Premium	Annual % Chg	TIV *** (Excl W1H)	(Excl. W1H) Change	TIV (W1H)	W1H Change	(Excl. W1H) Price per \$100 TIV	W1H Price per \$100 TIV	TOTAL TIV	TOTAL TIV % Chg
			From mm	dd	yyyy	To mm	dd	yyyy											
1	AIG/Starr Tech/Zurich/AEGIS (TBF)	H&B	11	20	2025	11	20	2026	\$718,024	\$718,024	1.24%	\$327,653,000	4.31%	\$30,146,000	5.20%	"n/a"	"n/a"	\$357,799,000	4.38%
2	AIG/Starr Tech/Zurich/AEGIS	H&B	11	20	2024	11	20	2025	\$709,238	\$709,238	4.33%	\$314,127,000	7.68%	\$28,657,000	5.06%	"n/a"	"n/a"	\$342,784,000	7.45%
3	AIG/Starr Tech/Zurich/AEGIS	H&B	11	20	2023	11	20	2024	\$679,815	\$679,815	-0.48%	\$291,733,000	21.51%	\$27,276,000	17.20%	"n/a"	"n/a"	\$319,009,000	21.13%
4	AIG/Starr Tech/Zurich/AEGIS	H&B	11	20	2022	11	20	2023	\$683,117	\$683,117	2.96%	\$240,093,000	-0.49%	\$23,273,000	0.99%	"n/a"	"n/a"	\$263,366,000	-0.36%
5	AIG/Starr Tech/Zurich/AEGIS	H&B	11	20	2021	11	20	2022	\$663,508	\$663,508	2.95%	\$241,268,000	2.03%	\$23,044,000	3.79%	"n/a"	"n/a"	\$264,312,000	2.18%
6	AIG/Starr Tech/Zurich/AEGIS	H&B	11	20	2020	11	20	2021	\$644,506	\$644,506	11.25%	\$236,462,000	-1.67%	\$22,203,000	2.83%	"n/a"	"n/a"	\$258,665,000	-1.30%
7	AIG/Starr Tech/Zurich/AEGIS	H&B	11	20	2019	11	20	2020	\$579,330	\$579,330	153.25%	\$240,473,000	-2.83%	\$21,591,000	4.19%	"n/a"	"n/a"	\$262,064,000	-2.29%
8	NU/Chartis/AIG	H&B	10	1	2018	10 (**)	1	2019	\$228,762	\$228,762	-5.94%	\$247,487,000	-5.95%	\$20,722,000	-8.17%	\$0.07962	\$0.148761	\$268,209,000	-6.13%
9	NU/Chartis/AIG	H&B	10	1	2017	10	1	2018*	\$243,200	\$243,200	-5.67%	\$263,146,000	-0.09%	\$22,565,000	0.69%	\$0.07962	\$0.148761	\$285,711,000	-0.03%
10	NU/Chartis/AIG	H&B	10	1	2016	10	1	2017	\$257,812	\$257,812	-4.64%	\$263,396,000	0.70%	\$22,410,000	0.95%	\$0.08522	\$0.148761	\$285,806,000	0.72%
11	NU/Chartis/AIG	H&B	10	1	2015	10	1	2016	\$270,355	\$270,355	8.42%	\$261,570,000	6.11%	\$22,198,774	36.73%	\$0.09003	\$0.157	\$283,768,774	8.01%
12	NU/Chartis/AIG (5)	H&B	10	1	2014	10	1	2015	\$249,354	\$249,354	10.53%	\$246,501,000	-0.79%	\$16,235,108	n/a	\$0.09082	\$0.157	\$262,736,108	
13	NU/Chartis/AIG	H&B	10	1	2013	10	1	2014	\$225,600	\$225,600	11.68%	\$248,460,000	8.00%	\$0.0908				AVG 5 years	6.96%
14	NU/Chartis/AIG	H&B	10	1	2012	10	1	2013	\$202,000	\$202,000	11.13%	\$230,060,000	3.55%	\$0.0878				AVG 3 years	10.99%
15	NU/Chartis (3) (4)	H&B	9	25	2011	10	1	2012	\$184,750	\$181,762	2.69%	\$222,183,000	5.14%	\$0.082					
16	NU/Chartis/AIG (2)	GRA	8	25	2010	9	25	2011	\$191,750	\$177,000	-8.8%	\$211,323,000	0.47%	\$0.084					
17	NU/Chartis/AIG (1)	GRA	8	25	2009	8	25	2010	\$190,000	\$190,000	18.4%	\$210,339,000	18.66%	\$0.090					
18	HS&B/AIG	GRA	8	25	2008	8	25	2009	\$160,420	\$160,420	-8.3%	\$177,259,000	7.66%	\$0.091					
19	HS&B/AIG	GRA	8	25	2007	8	25	2008	\$175,000	\$175,000	-2.5%	\$164,645,000	7.05%	\$0.106					
20	HS&B/AIG	GRA	8	25	2006	8	25	2007	\$179,500	\$179,500	-13.3%	\$153,799,000	6.29%	\$0.117					
21	Starr Tech/HS&B/AIG	GRA	8	25	2005	8	25	2006	\$207,000	\$207,000	-8.0%	\$144,695,000	0.86%	\$0.143					
22	Starr Tech/HS&B/AIG	GRA	8	25	2004	8	25	2005	\$225,000	\$225,000	-4.3%	\$143,460,000	3.55%	\$0.157					
23	Starr Tech/HS&B/AIG	GRA	8	25	2003	8	25	2004	\$235,000	\$235,000	27.0%	\$138,539,000	n/a	\$0.170					
24	Starr Tech/HS&B/AIG	GRA	8	25	2002	8	25	2003	\$185,000	\$185,000	5.7%								
25	FM Global	GRA	8	25	2001	8	25	2002	\$175,000	\$175,000	146.1%								
26	CIGNA/ACE USA	GRA	8	25	1998	8	25	2001	\$213,353	\$71,118	-24.2%								
27	CIGNA	GRA	8	25	1995	8	25	1998	\$281,291	\$93,764	-6.9%								
28	HS&B	SS	1	20	1995	1	20	1996	\$100,720	\$100,720	10.4%								
29	HS&B	SS	1	20	1994	1	20	1995	\$91,244	\$91,244	n/a								

Note: AIG sold HS&B to Munich Re in December, 2008  
AIG renamed P/C business as "Chartis" on July 27, 2009

GRA=Global Risk Associates  
SS=Starkweather & Shepley: NEPPA  
H&B=Hickok & Boardman, Inc.

- (1) TIV was limited to \$200,000,000 coverage on 8/25/09
- (2) Policy period extended to 13 months at same rate (now expires on 9/25/11)
- (3) Policy period extended by 6 days to 10/1 (now expires on 10/1/12)
- (4) TIV back to full limits (\$222,183,000 on 9/25/11)
- (5) TIV "bid" limited at \$246,501,000 but expected to be raised to full \$262,736,108 (for Winooski One)  
Rate of \$0.09082 is for all property except Hydro (W1) = \$0.157  
\* AIG's quote comes with a rate-lock through the following policy period 10/1/18-19  
Reflecting AIG's rate lock for 10/1/18-19  
\*\* Policy expiration extended from 10/1/19 to 11/1/19 and then 11/20/19  
\*\*\* TIV capped at \$200M  
\*\*\*\* Not to exceed Premium eff 11/20/2025 of \$718,024.29



Date: 10/24/2025

To: Paul Alexander, CPCU, ARM-PE  
Manager of Safety and Risk Management  
City of Burlington Electric Department  
585 Pine Street  
Burlington, VT 05401

RE: Property Insurance Renewal effective 11/20/2025 (for policy period 11/20/2025-2026)

Per our most recent conversation, I am sending this brief memo to summarize the state of the energy property insurance marketplace and its implications regarding Burlington Electric Department (BED) property insurance renewal effective 11/20/2025.

Energy related asset replacement cost value adequacy is an emerging concern for the insurers given pandemic driven supply chain issues and global inflationary pressures. Certain energy destroyed assets have exceeded scheduled asset values by more than 60%. BED's asset valuation this year aligns with this trend: total TIV reported to us by BED was \$357M (compared to \$342M last year), with McNeil's assets increasing from \$252M to \$263M. BED utilizes the Handy Whitman index (the industry standard) to value its assets.

**Alternative Insurance Options:**

- Captive Model and FM Global:  
*Two years ago, as an alternative to the in-force property insurance program, BED and Acrisure reviewed the property captive options available to single cell captive and rent-a-captives. FM Global offers both a rent-a-captive, and guaranteed cost premium option. FM Global's guaranteed cost premium indication at the time \$975,285, which was higher than the expiring and current insurance program's cost. Given this premium difference, it does not appear to be the best option for BED currently.*

BED's FY '26 suggested budgeted property insurance renewal premium of \$744,699 (5% above the current expiring policy rate) is a challenge to achieve with the reported TIV. Like last year, to offset the increase in TIV, we've asked the current carriers to use a ratable TIV at McNeil of 238M, rather than 263M, which reduces the overall TIV increase to 3.44%. The lower TIV is acceptable to the carriers based on their own calculations of PML (probable maximum loss) at the location and reduces the premium cost to BED.



In addition, to support BED's efforts to get as close to possible from a budget perspective, and at BED's management's request we will present the following:

- 1) McNeil:
  - a. Deductible Changes: Options to increase the deductible from \$2,000,000 to \$3,000,000 or higher (up to \$10,000,000)
  - b. Valuation Change
  - c. Lower Policy Limit at this location (100M or 150M)
  - d. BED's self-insuring one of the quota-share layers
- 2) Deductible changes at W1H and GT: Option to increase the deductible from \$1,000,000 to \$2,000,000
- 3) Consider the insurance for certain smaller valued assets, such as the EV charging stations, solar and railcars separately. Potentially, insure the items separately, at similar cost, with lower deductibles.

**Program Consolidation or Separation Options:**

1. We looked again at moving the Workers' Compensation and Auto lines from Travelers to Liberty Mutual in July, but Liberty Mutual's energy program pricing and terms/conditions were deemed not favorable at the time to BED to consider (higher auto deductibles, etc.) We continue to review these each year.
2. Cyber liability: we have the option of consolidating this year with the City on this line of coverage, but the governmental class of business has a higher minimum deductible than BED carries.

**Recommendation:**

We recommend that BED's management team consider a property appraisal valuation of McNeil, given the impact this has on the cost of insurance. Typically, this costs between \$10,000-\$14,000 with a professional appraiser. We have found recently that appraisals for energy assets have been lower than the Handy Whitman Index.

In summary, we anticipate we can secure the property insurance renewal with policy limits terms and conditions to the current in-force program (see attached slide) at an estimated annual premium of a "not to exceed" premium of \$718,024.29

Sincerely,

Amy Merritt, CPCU, CRIS, MLIS, AU, AAI  
Senior Account Executive

**City of Burlington Electric**  
**Property Quota Share Program Structure**  
**Current as of 10/23/2025**

November 20, 2025 through November 20, 2026			
	Assets other than McNeil	McNeil	
<b>Total Values</b>	\$91,688,200	\$238,429,200	
<b>Policy Limit</b>	89MM	200MM	
Carrier	AEGIS	Zurich	
Quota Share %	75%	35%	
Share	\$67,411,500	\$70,000,000	
Premium	\$131,275	\$221,978	
Rate	0.1947	0.266	
		Starr Tech	Carrier
		40%	Quota Share %
		\$80,000,000	Share
		\$221,203.00	Premium
		0.252	Rate
Carrier	AIG	AIG	
Quota Share %	25%	25%	
Share	\$22,922,050	\$50,000,000	
Premium	\$39,091.30	\$104,477.75	
Rate	0.171	0.171	
			McNeil & Other
<b>Total Premium</b>	\$170,365.88	\$547,658.42	\$718,024.29

## Board of Finance and City Council Submission Checklist

Version: April 2025

Department: BED Submitter: Darren Springer/Paul Alexander

Title/Subject: BED's Property/B&M Insurance Renewal effective 11-20-2025

Approval Requested:	Meeting Date:
<input checked="" type="checkbox"/> Board of Finance	11/3/2025
<input checked="" type="checkbox"/> City Council	11/17/2025
<input type="checkbox"/> Both BOF and Council	Click or tap to enter a date.

**Instructions**

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	10/24/2025	Darren Springer
Mayor's Office	Yes	10/28/2025	Erin Jacobsen, Chief of Staff
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	10/29/2025	Jessica Brown, City Attorney
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	10/29/2025	Jessica Brown, City Attorney
CAO for budget, financing, and memo	Yes	10/29/2025	Katherine Schad, CAO
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.



## MEMORANDUM

To: Burlington Board of Finance  
Burlington City Council

From: Darren Springer, General Manager  
Munir Kasti, COO and Manager of Utility Services and Engineering

Date: 11/3/2025

Subject: CSWD contract extension

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Burlington Electric Department's ("BED's") is bringing forward a renewal for three years, with options to extend, for our waste wood yard operations contract agreement with Chittenden Solid Waste District ("CSWD"). This continues a long-standing arrangement where BED operates the waste wood yard and accepts clean untreated waste wood, and also compostable yard waste (which is removed by CSWD). CSWD provides \$60,000 annually to support the cost of providing this service to Burlington residents and those from surrounding communities.

The terms of the extension provide for three years, plus two annual renewals, however either party can terminate without cause with advance written notice.

BED staff will be present at the Board of Finance and City Council meetings on 11/3/2025 and 11/17/2025 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 delegee may execute the attached contract extension with Chittenden Solid Waste District.

**City Council:** To approve that the General Manager or their delegee may execute the attached contract extension with Chittenden Solid Waste District.

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

Phone 802.658.0300



**ADMINISTRATIVE OFFICE**  
19 Gregory Drive, Suite 204  
South Burlington, VT 05403

**EMAIL** info@cswd.net  
**TEL** (802) 872-8100

**www.cswd.net**

**TO:** Burlington Electric Department  
Darren Springer, General Manager

**FROM:** Chittenden Solid Waste District  
Sarah Reeves; Executive Director

**RE:** CSWD/BED Wood Depot and Bunker Agreement

**DATE:** October 10, 2025

---

**AGREEMENT**

This Agreement is dated as of \_\_\_\_\_ 2025 by and between the CITY OF BURLINGTON, a municipal corporation existing under the laws of the State of Vermont, acting by and through its electric light department, with a place of business at 585 Pine Street, Burlington, Vermont 05401 (hereinafter referred to as “BED”), and CHITTENDEN SOLID WASTE DISTRICT, a union municipal district existing under the laws of the State of Vermont, with a principal place of business at 19 Gregory Drive, Suite 204, South Burlington, Vermont 05403 (hereinafter referred to as “CSWD” or “the District”).

**RECITALS**

WHEREAS, BED presently operates a Wood and Yard Waste Depot on BED’s property located at 111 Intervale Road, Burlington, Vermont 05401 (“the Site”) for the purpose of collecting and processing clean wood waste and compostables; and

WHEREAS, BED presently is the recipient of all processed clean wood waste from the Site for use as fuel at the Joseph C. McNeil Generating Station; and

WHEREAS, BED has agreed to continue responsibility for the operation and maintenance of the Site for the purpose of collecting and processing clean wood waste; and

WHEREAS, BED has agreed to also have the Site be used for the collection of compostable yard waste for CSWD on the term and conditions set forth herein; and

WHEREAS, the performance of the parties and their respective obligations is subject to certain conditions precedent as set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**SECTION ONE  
CONTINUATION OF CLEAN WOOD OPERATIONS**

BED shall continue the responsibility for the operation, maintenance and capital costs associated with collecting and processing clean wood waste at the Site, including staffing and the disposal of any residue from such operations. All clean wood delivered to the Site accepted by BED pursuant to the terms of this Agreement shall become the property of BED.

**SECTION TWO  
YARD WASTE BUNKER**

The existing bunker (the “Bunker”) currently utilized to collect leaf and yard waste located on the Site, and as depicted in attachment 2 to this Agreement, shall remain in its current form. In the event the physical location of the Bunker is moved within the site identified as the Clean Wood Waste and Leaf and Yard Waste area, convenient public access to the Bunker shall be maintained and the existing square footage and block wall height of the bunker shall be maintained. The construction blocks and all yard waste delivered to the Site accepted by BED pursuant to the terms of this Agreement are the property of CSWD.

**SECTION THREE  
TERM**

The term of this Agreement shall commence as of January 1, 2026 and end December 31, 2028, unless earlier terminated pursuant to Section Ten below.

**EXTENSION OF TERM**

The District may, upon mutual agreement between BED and the District, (subject to the District’s Board of Commissioners’ approval) extend the term of this Agreement for two (2) successive periods of one (1) year each to total a five (5) year term. The option to extend may be exercised by the District by giving written notice to BED not more than twelve (12) months nor less than three (3) months prior to the expiration of the existing term. BED shall have thirty (30) days to respond and act on the request or the term Agreement shall be automatically extended for a one-year period. Each extended term shall be upon the same terms, covenants, and conditions, as provided in this Agreement for the initial term. The parties presume that the District will full exercise this option, but the District shall not be required to do so.

**SECTION FOUR ANNUAL FEES**

In consideration of BED’s operation and maintenance of the Site, for the collection and processing of clean wood waste, for the collection, monitoring and loading of yard waste, and for the services provided hereunder, CSWD shall make a \$60,000 annual payment to BED. The annual

payments shall be invoiced by BED quarterly in arrears in four (4) equal installments, with the first invoice issued on April 1, 2026 for the first quarter. CSWD shall pay all undisputed invoices within thirty (30) days of receipt. Any undisputed amounts that remain unpaid after thirty (30) days of receipt of an invoice shall bear interest at one percent (1%) per month until paid.

## **SECTION FIVE MATERIAL SPECIFICATIONS AND MANAGEMENT**

**Clean Wood:** BED shall accept clean wood waste meeting the specifications identified in Attachment 1 to this Agreement. BED may, in its sole discretion, determine to accept wood waste above and beyond those meeting the minimum specifications. BED shall be responsible for the management of all aspects of the wood waste delivered to the Site.

**Yard Waste:** BED shall accept yard waste meeting the specifications identified in Attachment 1 to this Agreement into the Bunker to be provided by CSWD. BED must accept all loads generated from within Chittenden County that are less than 6 cubic yards per load. BED will monitor the acceptance of the incoming yard waste so as to accept only those materials as described in Attachment 1. BED will notify customers that the yard waste will not be accepted if it has excessive contamination, or unless the contaminated material is removed. BED will remove obvious contamination that they allow customers to deposit. Periodically, BED shall push up the yard waste in the Bunker as required to maximize space. BED shall notify CSWD when the yard waste Bunker is approaching capacity. CSWD will coordinate transport services so as to not allow the yard waste Bunker to overfill. BED will load the yard waste into CSWD's transport vehicles. In certain times, BED may need to load CSWD transport vehicles during the time when the facility is not open to the public. CSWD is responsible for transporting all yard waste from the site. BED shall provide access to CSWD or its representative to the Site for the purpose of picking up and exporting the yard waste. BED will cooperate with CSWD in implementing such additional measures as CSWD may implement in order to minimize contamination of any yard waste.

## **SECTION SIX HOURS OF OPERATION**

The facility shall be open, at a minimum, Saturdays from 8:00 a.m. to 4:00 p.m., and at least sixteen (16) additional hours during the week. BED may, in its sole discretion, increase the hours of operation beyond the specified minimum. BED may close the facility on all Legal Holidays and shall be exempt from the minimum weekly hour requirement outlined above for those weeks that include Legal Holidays. Hours of operation are subject to change upon one (1) month notice to CSWD but shall not be less than the above stated minimum. The current operational hours described below are acceptable:

**Winter hours (mid-November through mid-April):** Sunday and Monday, closed; Tuesday through Friday, 8 a.m. to noon; Saturday from 8 a.m. to 4 p.m.

**Summer hours (mid-April through mid-November):** Sunday, Monday and Wednesday, closed; Tuesday, Thursday, Friday and Saturday, open from 8 a.m. to 4 p.m.

## **SECTION SEVEN TIPPING FEES**

For materials from sources within Chittenden County, BED shall not charge a tipping fee for (i) loads of clean wood waste or (ii) loads of yard waste less than or equal to six (6) cubic yards, that in both cases, meet the specifications in Attachment 1. With respect to clean wood waste from sources outside of Chittenden County, BED may establish tipping fees in its sole discretion. BED shall not accept any yard waste from customers outside of Chittenden County.

## **SECTION EIGHT PERMITS**

BED shall be responsible for obtaining all permits and approvals necessary for its clean wood waste operations at the Site, and all such permits and approvals shall identify BED as the applicant, owner and operator. CSWD shall be the applicant and responsible for obtaining any solid waste categorical certification, if legally required. On April 14, 2011, the Vermont Natural Resources Board issued Jurisdictional Opinion #4-227 stating that an ACT 250 Permit was not required for the Bunker. BED will cooperate with CSWD for any permits CSWD requires and shall sign the permit applications as the landowner.

## **SECTION NINE UTILITIES AND INSURANCE**

BED shall be responsible for the payment of all utilities serving the Site, and procurement of insurance for its operations. CSWD agrees that it shall be solely responsible for the Bunker on the site pursuant to the terms of this Agreement. CSWD shall procure and maintain at its own expense during the term of this Agreement General Liability Insurance on its property on the site in an amount not less than one million dollars (\$1,000,000) per occurrence including bodily injury and property damage. BED shall be named as an additional insured on the certificate.

BED shall procure and maintain at its own expense during the term of this Agreement General Liability Insurance on its property on the site in an amount not less than one million dollars (\$1,000,000) per occurrence including bodily injury and property damage. CSWD shall be named as an additional insured on the certificate.

CSWD agrees, to the fullest extent permitted by law, that it shall defend, indemnify and hold harmless BED, its officers, agents and employees for liability damages to third parties, together with costs, including attorney's fees, incurred in defending such claims by third parties, to the extent such liability is caused by the negligent or intentional acts, errors, or omissions of CSWD, its agents or employees, committed in the construction, installation, maintenance or transportation of its property on, to and from the Site.

BED agrees, to the fullest extent permitted by law, that it shall defend, indemnify and hold harmless CSWD, its officers, agents and employees for liability damages to third parties, together with costs, including attorney's fees, incurred in defending such claims by third parties, to the extent such liability is caused by the negligent or intentional acts, errors, or omissions of BED, its agents or employees, committed in the construction, installation or maintenance of its property on the Site.

CSWD is responsible for its own actions. BED is not obligated to defend and indemnify CSWD or its officers, agents and employees for any liability of CSWD, its officers, agents and employees attributable to its, or their own, negligent acts, errors and omissions.

BED is responsible for its own actions. CSWD is not obligated to defend and indemnify BED or its officers, agents and employees for any liability of BED, its officers, agents and employees attributable to its, or their own, negligent acts, errors and omissions.

## **SECTION TEN TERMINATION OF AGREEMENT**

In the event either party fails to comply with the material terms and conditions of this Agreement, that party shall be in default. If the defaulting party fails to cure the default within thirty (30) days after receipt of written notice from the non-defaulting party, this Agreement may be terminated in the discretion of the non-defaulting party. In the event of termination, neither party shall be entitled to consequential damages as a result of the termination, except that CSWD shall be responsible for making the annual payment to BED required under Section Four, above, prorated to the date of termination, less any costs incurred by CSWD to process any unprocessed material remaining on the Site after the termination date. Either party may terminate this Agreement, without cause provided that the party terminating the Agreement provides the other party with at least 90 days advance written notice to the other party.

## **SECTION ELEVEN GOVERNING LAW**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Vermont.

## **SECTION TWELVE ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the specific subject matter hereof. Any prior agreements, licenses, understanding or representation of any kind preceding the date of this Agreement with respect to the subject matter hereof, other than the existing Wood Waste Agreement dates as of January 1, 2016, and January 11, 2021 (the "Prior Agreements") shall not be binding on either party except to the extent incorporated in this Agreement. The Prior Agreement shall terminate by its terms as of December 31, 2025.

**SECTION THIRTEEN  
MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**SECTION FOURTEEN  
NO WAIVER**

The failure of either party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officers thereto duly authorized as of the day and year first above written.

ATTEST:

CITY OF BURLINGTON, BY AND THROUGH  
ITS ELECTRIC LIGHT DEPARTMENT

Witness

By:

Darren Springer, General Manager

ATTEST

CHITTENDEN SOLID WASTE DISTRICT

Witness

By:

Sarah Reeves, Executive Director

**ATTACHMENT 1**  
**MATERIALS SPECIFICATIONS**

1. Clean Wood Waste

Wood that has never been painted, stained, treated, or glued (e.g., no plywood). Nails and staples are okay, but no spikes, strap steel, or metal appendages. Brush, tree trimmings, trunks, and limbs are accepted up to 6 feet in length and 2 feet in diameter. Stumps are accepted with up to a 2-foot diameter trunk and 3-foot root ball (maximum) free of all dirt and stones.

2. Yard Waste

Leaves, grass clippings, pine needles, flowers, and garden plants up to ½ inch in diameter stems. The yard waste will have no visible contaminants such as plastic, rocks, stones greater than ½ inch in diameter, untreated clean wood greater than ½ inch in diameter, metal of any kind, or painted-treated-glued wood (plywood etc).

**ATTACHMENT 2**  
**SITE MAP**

Clean Wood Waste and Leaf  
and Yard Waste Boundary

Leaf and Yard Waste  
Boundary  
(approximately 2,500 sq. ft)

## Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Burlington Electric      Submitter: Darren Springer and Munir Kasti

Title/Subject: CSWD contract extension

Approval Requested:	Meeting Date:
<input checked="" type="checkbox"/> Board of Finance	11/3/2025
<input checked="" type="checkbox"/> City Council	11/17/2025
<input type="checkbox"/> Both BOF and Council	Click or tap to enter a date.

**Instructions**

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	10/20/2025	Darren Springer
Mayor's Office	Yes	10/27/2025	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	10/16/2025	Jessica Brown
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	10/29/2025	Jessica Brown, motions included
CAO for budget, financing, and memo	Yes	10/28/2025	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

## MEMO

**Date:** November 3, 2025  
**To:** Board of Finance and City Council  
**From:** Jon Adams-Kollitz, Parks Project Coordinator  
Sophie Sauvé, Parks Planning Division Director, Interim BPRW Co-Director  
**Re:** Burlington Harbor Marina: Dredging Maintenance Project: Procurement and Contracting

### I. Purpose

The Department of Parks, Recreation and Waterfront (BPRW) seeks approval and authorization to use the Request for Price Quotation (RFPQ) method to obtain proposals from qualified contractors to dredge both the Community Boathouse and Perkins Pier marina facilities. It is anticipated that this project's costs will exceed RFPQ limits (\$500,000), which is the threshold for City Council approval for enterprise and capital projects. The City's Procurement Policy, updated in 2024, requires a sealed bid process above Council Approval Authority. However, the RFPQ process allows the City to consider factors other than price in awarding a contract, and based on the specialized nature of the work, the past history of this project, and the necessity that it be timely completed in a manner protective of the environment, both BPRW and the City Attorney's Office believe that the ability to weigh vendor qualifications is especially important. Therefore, BPRW, working with the City Attorney's Office seeks Board of Finance and City Council approval ahead of bidding the project to use an alternative bid method to request proposals from contractors.

Additionally, as this project is restricted by both weather/season and permitting and has faced several delays over the last two years, BPRW requests authorization to award a contract based on responses to the RFPQ without bringing the award back to City Council, provided that the contract amount does not exceed the project budget. This will allow the work to proceed as soon as possible. Lake levels were especially low during this year's boating season and the sedimentation that continues to accumulate in the two areas of our marina have an impact on both revenue and staff time. Dredging before the next season is imperative.

### II. Background

BPRW's marina facilities at the Community Boathouse and Perkins Pier provide 58 slips for various sized private boats in addition to docking space for the Spirit of Ethan Allen and numerous smaller commercial operations. Collectively, these facilities are the hub of water recreation on Burlington's Waterfront. It has been more than twenty-five years since the last dredging of these facilities, and at that time was only partially completed as it was excavated from the land only. Currently, with record low seasonal water levels, two commercial boats have required relocation to deeper water to continue operations. Moving boats to deeper water this summer has required hundreds of hours of staff time that could otherwise be used for other tasks when the dredging is complete. Climate change models predict more drastic and frequent fluctuation in Lake Champlain water elevation. Dredging can mitigate those fluctuations and the impact on BPRW's operations.



A thorough bathymetric survey of the lake bottom in the project areas was completed in 2023. In addition, sediment to be removed from the lake bottom was tested for contaminants typically found in Burlington’s waterfront. Once the material is moved on land, it is under the jurisdiction of the State of Vermont Department of Environmental Conservation (VT DEC). The project team has been working directly with project managers from VT-DEC to ensure this material is disposed of according to their regulations. After much deliberation, creative thinking and collaboration with both the State and the consultant, it has been determined that much of the material will need to be trucked to a landfill. This adds a significant cost and time to the project.

III. Process

As was highlighted in a previous memo to City Council on November 18, 2024, the dredging project was stalled over several months due to challenges with the data generated by the consultant team hired in 2023 to perform the engineering work. Deficiencies were identified during the project bidding process in 2024 and after substantial efforts by City Staff to work with the project team to correct the work and the course of the project, the contract was not renewed. Subsequently, Vanasse, Hangen and Brustlin (VHB), a firm with solid knowledge of the Burlington Waterfront and well-versed in environmental quality regulations in Vermont and specifically, iRULE, which impacts the project, were retained and have produced the documents needed to let the project out to bid. IRULE stands for the Investigation and Remediation of Contaminated Properties Rule which is intended to protect public health and the environment by establishing procedures and requirements for corrective actions where a release of hazardous materials has occurred. The procurement documents VHB has prepared conform to state environmental quality regulations and several ‘bid alternative’ options to approach cost-effective soil management. The bid alternative options are drafted to allow the City to phase the project with existing funds. In other words, the work has been divided into two phases. Phase I consists of removing the sediment from the lake, which is the most urgent part of the work. And Phase II consists of the remaining work. Phase II will be let out as an additive alternative, such that if responsive proposals exceed the budgeted amount of the work, then a contract can be awarded for Phase I only, which Phase II being completed as soon as funds are available.

IV. Project Funding Sources, Budget, and Estimates

Funds for the Burlington Harbor Dredging Project are budgeted from bond revenues.

<b>WATERFRONT HARBOR DREDGING BUDGET</b>	
Annual Borrowing, Bond Series 2022A – Harbor Marina Dredging – Engineering/Design	\$80,000
Annual Borrowing, Bond Series 2023A – Harbor Marina Dredging – Sediment Removal	\$495,000
FY25 GO Bond, Bond Series 2024A – Harbor Marina Dredging	\$80,000
Annual Borrowing, Bond Series 2025A – Harbor Marina Dredging	\$100,000
<b>TOTAL AVAILABLE BUDGET for HARBOR MARINA DREDGING PROJECT</b>	<b>\$755,000</b>
<b>Encumbered Funds to date</b>	
Design Engineering Costs (Geosyntec Inc.) – contract completed	\$65,792
Re-Engineering Costs (VHB) – contract signed and work underway	\$57,754
<b>TOTAL REMAINING PROJECT BUDGET</b>	<b>\$631,454</b>



The bid documents are written in a way that may require the City to determine which area of the harbor will be prioritized for dredging, sediment removal and dewatering and City leading the disposal or reuse to allow flexibility to move the project forward within budgetary constraints.

#### V. Schedule

The anticipated Construction schedule is as follows:

- Fall 2025: Bids posted and contract signed.
- Construction completed in fall 2025 or at the latest, by fall 2026; with construction occurring during off-peak season for boating in Burlington.

#### **DEPARTMENT RECOMMENDATION**

##### Board of Finance Motion:

1. To approve and recommend that the City Council authorize BPRW to use the Request for Price Quotation (RFPQ) procedure, as recommended by the City Attorney's Office, to obtain proposals from qualified and responsible bids for the Burlington Harbor Dredging Project.
2. To approve and recommend that the City council authorize Sophie Sauvé, Interim Parks, Recreation and Waterfront Co-Director, to award and execute a contract and any related documents needed to carry out the project , subject to the review and approval of the City Attorney, with the selected vendor for an amount not to exceed \$625,000 for one or both phases of the project.

##### City Council Motion:

1. To authorize BPRW to use the Request for Price Quotation (RFPQ) procedure, as recommended by the City Attorney's Office, to obtain proposals from qualified and responsible bids for the Burlington Harbor Dredging Project.
2. To authorize Sophie Sauvé, Interim Parks, Recreation and Waterfront Co-Director, to award and execute a contract and any related documents needed to carry out the project, subject to the review and approval of the City Attorney, with the selected vendor for an amount not to exceed \$625,000 for one or both phases of the project.

**Board of Finance and City Council Submission Checklist**

Department: Parks, Recreation & Waterfront      Submitter: Sophie Sauvé

Title/Subject: Burlington Harbor Dredging Project – Procurement

	Approval:	Meeting Date:
<input type="checkbox"/>	Board of Finance	Click or tap to enter a date.
<input type="checkbox"/>	City Council	Click or tap to enter a date.
<input checked="" type="checkbox"/>	Concurrent	11/3/2025

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	10/29/2025	Interim Co-Director Sophie Sauvé
Mayor’s Office informed and approved memo	Yes	10/29/2025	Erin Jacobsen
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney’s Office has approved contract and/or legal documents, -Identify attorney in note	Yes	10/30/2025	Erik Ramakrishnan
City Attorney’s Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Yes	10/29/2025	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

**Materials Included**

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



# Office of Mayor Emma Mulvaney-Stanak

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

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

FROM: Erin Jacobsen, Chief of Staff  
Ingrid Jonas, Senior Advisor on Community Safety

DATE: November 3, 2025

SUBJECT: Authorization to Sign a Cooperation Agreement with HowardCenter Inc.

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## **REQUEST**

Mayor Mulvaney-Stanak seeks Board of Finance recommendation and City Council authorization to sign a Cooperation Agreement with HowardCenter, Inc. for \$249,000.00 for Fiscal Year '26. <sup>1</sup> City Council's approval is required to comply with Article 12.b of the Purchasing Policy, which reads:

*All grants made by the City shall require City Council approval unless the City is acting solely as a pass-through entity under a grant received by it from a federal, state, or private source, in which case the approval authority shall be the same as the approval authority for the acceptance of the grant funds.*

## **EXECUTIVE SUMMARY**

### **Background:**

The purpose of the Cooperation Agreement between the City and the Howard Center is to help ensure that the Howard Center has adequate funding to continue programming through its Howard Center Street Outreach Team ("HCSOT"), which provides critical services to the Burlington community. The Howard Center is a 501(c)(3) nonprofit organization serving children, adults, and families and is the designated agency for mental health and developmental disability services in Chittenden County. HCSOT has been in existence since 1999 under the designated agency's infrastructure. HCSOT works closely with the BPD and other city services. Their role focuses on building trust, assessing needs, and

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<sup>1</sup> HowardCenter Inc.is not a typo. As registered with the Secretary of State, there is not a space between "Howard" and "Center".



## Office of Mayor Emma Mulvaney-Stanak

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connecting people with housing, healthcare, mental health support, substance use treatment, and other social, behavioral, and practical interventions and services.

The City of Burlington considers HCSOT a critical resource for community safety and a key partner in a shared safety response system, which also includes the BPD, the BFD, Park Rangers, and the Burlington Community Justice Center. As such, the City has determined it will provide funding to HCSOT in the amount of two-hundred and forty-nine thousand dollars (\$249,000.00) for FY26, and in turn, Howard Center has agreed its Street Outreach Team will provide both responsive and proactive outreach services to people experiencing behavioral challenges, which are services the Howard Center is uniquely positioned to provide and which helps to address a core need in Burlington. These services are specified in a Scope of Work that is an attachment within the Cooperation Agreement.

### Project Funding:

Funding from the City to HCSOT would be in the amount of two-hundred and forty-nine thousand dollars (\$249,000.00) for FY26. This amount was budgeted in the Regional Programs Budget.

### Grantee Information:

Howard Center is the designated agency (DA) for Chittenden County. A designated agency is a contracted, private nonprofit organization responsible for providing integrated mental health, developmental disability, and substance use disorder services within a specific geographic region of the state. These agencies are overseen by Vermont's Department of Mental Health and the Department of Disabilities, Aging, and Independent Living (DAIL) and are key to the state's safety net, serving individuals with complex needs by coordinating services and supports.

While the City of Burlington has consistently provided funding to HCSOT, the City decided to significantly increase its contribution to HCSOT in the FY26 budget (\$249,000 this FY as compared to \$77,500 in FY25 and FY24). This increase is in response to Howard Center facing significant reductions in State funding that put the Street Outreach program in peril, a program the City considers critical to our overall health and safety response system. With this increase in City funding, and for the first time since HCSOT's services to the City have been provided, the City and Howard Center agreed to formalize an Agreement that outlines a Scope of Work and Metrics for the service provision.

### Department Contact:

If you have any questions, please contact Erin Jacobsen, Chief of Staff to Mayor Emma Mulvaney-Stanak, at [ejacobsen@burlingtonvt.gov](mailto:ejacobsen@burlingtonvt.gov).



# Office of Mayor Emma Mulvaney-Stanak

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## **ATTACHMENTS**

Cooperation Agreement with addenda

## **MOTIONS**

The Mayor respectfully requests the Board of Finance and City Council approve the following motions:

### **Board of Finance:**

1. “To approve and recommend that City Council authorizes the Mayor to execute the agreement, and to take all such further actions, and to execute all such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby.”

### **City Council:**

1. “To authorize the Mayor to execute the agreement and to take all such further actions, and to execute all such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby.”

Thank you for your continued support.

## **COOPERATION AGREEMENT**

This Cooperation Agreement (this "Agreement") is entered on October 8, 2025 (the "Effective Date") between the City of Burlington, a Vermont municipal corporation (the "City"), with a principal address of 149 Church Street, Burlington, VT 05401, and HowardCenter, Inc., a Vermont nonprofit corporation ("Provider"), with a principal address of 102 South Winooski Avenue, Burlington, VT 05401, with respect to the following facts:

A. The purpose of this Agreement is to help ensure that Howard Center has adequate funding to continue programming through Howard Center Street Outreach Team ("HCSOT"), which provides critical services to the Burlington community. The Howard Center is a 501(c)(3) nonprofit organization serving children, adults, families. Howard Center is the designated agency for mental health and developmental disability services in Chittenden County.

B. HCSOT has been in existence since 1999 under the designated agency's infrastructure. HCSOT works closely with the BPD and other city services. Their role focuses on building trust, assessing needs, and connecting vulnerable people with housing, healthcare, mental health support, substance use treatment, and other social, behavioral and practical interventions and services.

C. The City of Burlington considers HCSOT a critical resource for community safety and a key partner in our shared safety response system, which also includes the BPD, the BFD, Park Rangers, and the Burlington Community Justice Center. As such, the City has determined it will provide funding to HCSOT in the amount of Two-hundred and forty-nine thousand dollars (\$249,000) for FY26 (the "Financial Support"), and in turn, Howard Center has agreed its Street Outreach Team will provide the services specified in the Scope of Work at Attachment 1 of this Agreement.

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

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Funding. Following approval of the Provider's budget for the Program as described in Section 5, below, the City shall provide the Financial Support as a condition precedent of Provider's remaining obligations hereunder.

3. Provider Responsibilities.

a. Scope of Work. Provider shall operate the Program substantially in conformance with the scope of work attached hereto as **Attachment 1**. Quarterly and prior to June 30, 2026, Provider shall report on its progress in implementing this scope of work using the form attached hereto as **Attachment 2**.

b. Compliance with Applicable Laws. Provider shall operate the Program in compliance with all applicable laws, including the City's Livable Wage, Outsourcing, and Union Deterrence Ordinances, as further set forth in the certificates attached as **Attachments 3, 4, and 5**, respectively. For greater clarity, it is agreed and understood that fostering diversity, equity, and inclusion does not violate applicable law.

c. Nondiscrimination. In its operations under this Agreement, Provider shall not discriminate against any person on the basis of age, race, creed, color, national origin, protective hairstyle, alienage, family status, gender (including gender identity and expression), sex (including pregnancy), sexual orientation, disability, veteran status, or any basis prohibited by law.

d. Indemnification & Insurance. The indemnification and insurance provisions set forth in **Attachment 6** are incorporated herein by reference. Prior to execution of this Agreement by the City, Provider shall provide a certificate of insurance with copies of all required endorsements attached, subject to the review and approval of the City Attorney, which shall be attached as **Attachment 7** hereto for reference purposes.

e. Record Keeping. Provider shall retain all financial and other records relating to operations under this Agreement (not including notes and other records not created or intended to be retained in the ordinary course of business), for the longer of: (i) six (6) years, (ii) any longer period required by applicable laws, or (iii) upon the completion of any litigation or audit to which any records relate that were still in existence at the time Provider first knew or should have known of the pendency of the audit or litigation.

4. Compliance Monitoring.

a. Access to Records. On at least fifteen (15) business days' notice, except in case of emergency, if necessary or convenient for the City to determine compliance with this Agreement or necessary for the City to comply with applicable laws, Provider shall make any nonprivileged records (i.e., records not protected by the attorney-client privilege, work product doctrine, or medical privacy laws), available to the City for copying and inspection.

b. Audits. Annually, following the close of its fiscal year, Provider shall have its financial statements audited by an independent auditor to determine conformance with generally accepted accounting principles. A copy of the auditor's findings shall be given to the City upon request.

c. Access to Facilities. Except to the extent prohibited by applicable laws or the requirements of other funding sources, and upon reasonable prior request, Provider shall provide reasonable access to Program facilities to City employees to determine compliance with this Agreement.

5. Budget.

a. Budget Approval. As a condition precedent to the Financial Support, Provider shall submit to the City for the City's review and approval, a budget reflecting the portion of the HCSOT services supported by this Agreement. The City's review and approval shall be limited to verifying the allocation of \$249,000 toward eligible expenses that are consistent with the Scope of Work set forth in Attachment 1. The City acknowledges that its funding supports approximately 1.96 Full-Time Equivalent (FTE) positions within the overall HCSOT program, which is staffed at a higher level through a combination of City, State, and other partner resources. Approval of the budget by the City shall not be construed as obligating Howard Center to maintain specific staffing levels beyond what is sustainable with the aggregate of available funding sources.

b. Budget Amendment. Provider may amend the City-funded portion of the budget without further approval if the amendment is (i) budget-neutral or funded by previously unanticipated revenues, and (ii) does not materially alter the Scope of Work described in Attachment 1. Cumulative budget-neutral amendments shall not exceed twenty-five

percent (25%) of the City's total grant allocation without prior City approval. The City's budget review is solely for the purpose of confirming compliance with the terms of this Agreement and shall not be construed as providing financial, legal, or operational advice to Provider.

6. Representations & Warranties of Provider. By entering this Agreement, Provider represents and warrants the following to the City:

- a. Provider is a nonprofit public benefit corporation, duly formed and validly existing under the laws of the State of Vermont;
- b. There are no judicial or administrative actions pending, or, to the best of Provider's knowledge, threatened against Provider that would interfere with Provider's ability to carry out its obligations under this Agreement;
- c. This Agreement is legally enforceable against Provider, and Provider has done everything necessary to enter this Agreement, including by obtaining the consent of its board of directors; and
- d. The person executing this Agreement on Provider's behalf is authorized to bind Provider hereto.

7. Communication & Dispute Resolution.

- a. Cooperation. Both parties agree to cooperate and to communicate openly, to meet regularly with appropriate personnel present, and to discuss issues to identify solutions for orderly and efficient Program delivery.
- b. Regular Meetings. At the outset of any performance, the parties shall each designate an authorized representative to act as its primary point of contact for purposes of this Agreement, and the authorized representatives shall mutually agree upon an initial regular meeting schedule for checking in regarding performance. This schedule shall be flexible and may be changed by mutual oral or written agreement at any time.
- c. Dispute Resolution. Neither party shall file any litigation arising from this Agreement without first attempting in good faith to resolve

the parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.

8. Termination. This Agreement shall remain in full force and effect through June 30, 2026, unless either party gives the other notice of termination for one or more of the following reasons:

a. By Provider, subject to compliance with Section 10, below;

b. By the City following an event of insolvency by Provider. Events of insolvency include the initiation of voluntary bankruptcy proceedings or any involuntary bankruptcy proceedings that are not dismissed within sixty (60) days, any assignment for the benefit of creditors, the appointment of a receiver or liquidator, Provider's admission that it is unable to pay financial obligations when due, Provider's failure to meet financial obligations when due, or any other circumstance evidencing that bankruptcy or liquidation are imminent;

c. By either party in case of the other party's material breach following notice and a reasonable opportunity to cure. Unless a material breach is incapable of cure, poses an imminent threat to health or safety, or constitutes criminal conduct or fraud, the cure period shall not be less than thirty (30) days, and reasonable extensions shall be granted so long as the breaching party is diligently pursuing a cure; and

d. By the City if any of Provider's representations and warranties hereunder cease to be true.

9. Survival. The following provisions of this Agreement shall survive termination hereof: Section 10, any indemnification or defense obligation hereunder, and any ongoing obligation hereunder to retain records and to make them available for copying and inspection.

10. Return of Money and Property. If, without fault of the City, this Agreement is terminated by Provider prior to June 30, 2026, and unless the Program goals set forth in **Attachment 1** have been substantially met,

Provider shall return unexpended Grant funds and will take commercially reasonable steps to assign or transfer to the City all assets, plans, entitlements, equipment, technology, software licenses, service agreements, or subcontracts paid for in whole or in part from the Grant, provided that Provider shall not be responsible for the City's or another provider's use of the same.

11. Interpretation.

- a. Nothing herein shall be deemed to waive the City's land use or other regulatory authority with respect to Provider and the Program.
- b. This Agreement shall not be construed against its drafter, but instead any ambiguity shall be construed liberally in furtherance of its purposes as expressed in the Recitals.
- c. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings relating to the same, whether written, oral, or implied.
- d. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in force to the extent necessary to effectuate the original intent of the parties as expressed in the Recitals as closely as possible.
- e. There are no third-party intended beneficiaries of this Agreement.
- f. This Agreement controls in case of any conflict with one of the attachments incorporated herein by reference.

12. Amendment. This Agreement may not be amended except in a writing duly authorized and executed by both parties. By approving this Agreement, the City Council authorizes the Chief Administrative Officer to execute amendments hereto approved as to form by the City Attorney without further approval of the City Council, provided that no such amendment should materially alter the objects of this Agreement as expressed in the Recitals. Such amendments may include the renewal of this Agreement for the following and any subsequent fiscal years if, (i) funds

for such purpose have been appropriated by the City Council, and (ii) Provider provides updated insurance and ordinance certificates approved as to form by the City Attorney.

13. Choice of Law & Litigation. This Agreement shall be construed according to Vermont law, notwithstanding conflicts of law principles. Venue for any dispute under this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any other law. In case of any litigation arising from this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of suit. Both parties freely and voluntarily waive the right to a jury trial in case of any civil litigation arising hereunder.

14. Miscellaneous Provisions

a. The parties are independent contractors, and neither party is the agent or principal of the other. By entering this Agreement, neither party intends to form a partnership, joint venture, or similar enterprise. It is agreed and understood that the City is not a co-employer of Provider's officers, employees, or volunteers.

b. Neither party shall be responsible for any circumstance beyond its reasonable control, provided that a party whose performance is hindered by a force majeure event shall give the other party prompt written notice of the circumstances in reasonable detail. In no case shall such notice be given more than ten (10) days after the party required to give notice knows or reasonably ought to know the circumstances giving rise to the delay or failure of performance.

c. Neither party shall assign this Agreement without the written consent of the other party.

d. No waiver of this Agreement shall be valid unless in writing, notwithstanding the passage of time, and no waiver shall constitute a continuing waiver of the same or another provision.

e. Any notice required under this Agreement shall be given to the receiving party at the address in the opening paragraph, unless another address is given by notice. In case of personal delivery, notice shall be deemed given upon receipt. In case of notice by U.S. mail, notice shall be deemed given three (3) days after deposit in the mail. In case of

notice by overnight courier, notice shall be deemed given the day after deposit with a reputable courier. In case of notice by electronic means, notice shall be deemed given upon written acknowledgment of receipt.

15. Execution. The signatories hereto represent and warrant their authority to bind their respective parties and shall produce evidence of such authority prior to execution by the other party. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

*[Signatures on Following Page]*

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

CITY OF BURLINGTON

HOWARDCENTER, INC.

By: \_\_\_\_\_  
Katherine Schad, CAO

By: \_\_\_\_\_  
Steven Maneely, CFO

## **Attachment 1 Scope of Work & Metrics**

Howard Center Street Outreach Team (HCSOT) will conduct both responsive and proactive outreach services to people experiencing behavioral challenges.

- **Responsive:** HCSOT will respond to requests from Burlington Police Department, Church Street Market Place businesses, and City of Burlington staff regarding behavioral challenges in the community. HCSOT will engage behavioral challenges as they are witnessed, utilizing low-barrier, harm-reduction, and trauma-informed intervention. HCSOT will provide resource navigation, referral, and direct service, primarily focusing on connection, rapport-building, and trust-based provision of support.
  
- **Proactive:** HCSOT will provide active engagement to people requiring an array of services including mental and medical healthcare, and substance use supports. As HCSOT staff encounter people experiencing unsheltered homelessness, staff will either conduct Coordinated Entry Assessment to ensure connection to sustained services or refer to the Library Outreach Specialist, located at Fletcher Free Library for Coordinated Entry enrollment. HCSOT will document interactions to contribute to documentation of chronic homelessness

The City of Burlington's funding in the amount of \$249,000 will support a proportional share of the Howard Center Street Outreach Team's staffing and operational expenses. This funding equates to approximately 1.96 Full-Time Equivalent (FTE) positions, inclusive of direct salary and fringe benefits, as well as a proportional share of fixed operating costs associated with the program.

While the total Street Outreach Team consists of six (6.00) FTEs, funded through a combination of City, State, and other partner resources, this funding does not obligate Howard Center to maintain specific staffing levels beyond what is supported by available funding. Staffing capacity will be managed dynamically, with adjustments made in accordance with aggregate funding and operational needs.

Howard Center will continue to report service outcomes for the entire Street Outreach Team, ensuring comprehensive data transparency.

### **Five (5) Full Time Street Outreach Team Staff**

#### **Hours of Coverage:**

**Monday – Friday: 8am-8pm**  
**Saturday – Sunday: 10:30am-6pm**

## Attachment 2 Reporting Form

Performance Measures: Provided by Howard Center to City of Burlington quarterly and annually.

Total number of connections made with individuals by outreach staff	
Number of connections that were in-person with client	
Number of connections that were communication with or on behalf of client	
Total number of homeless clients served (unduplicated)	
Number of connections with homeless clients (duplicated)	
Number of Referrals to Library Outreach Specialist for Coordinated Entry Assessment	
Number of Coordinated Entry Assessments completed by HC-SOT	

Total number of connections made with individuals who are engaged with HC services	
--	--

Call for service initiated by: Individual	
Call for service initiated by: Community member	
Call for service initiated by: FCCC	
Call for service initiated by: Police	
Call for service initiated by: Service provider	
Call for service initiated by: Outreach staff/follow-up	

Police Involved Co-response	
Police Divert - PD Dispatched to Outreach Team	

Concerns related to mental health	
Concerns related to substance use	
Concerns related to suicide or non-suicidal self-injury	
Concerns related to housing/homelessness	
Concerns related to domestic /relational conflict	

ED	
Medical Care	
Psychiatric Care	
Both	

Calls from which referrals were made	
--------------------------------------	--

### Attachment 3 Livable Wage Ordinance Certificate

Certification of Agreement to Comply with the City of Burlington’s Livable Wage Ordinance  
I, Sandra McGuire on behalf of HowardCenter, Inc. (“the Contractor”), in connection with a contract for services to be provided to the City of Burlington (“the City”), hereby certify, under oath, that the Contractor (and any of its subcontractors or subgrantees under this contract) shall comply with the City’s Livable Wage Ordinance (“LWO”), B.C.O. 21-80 et seq., and that:

- (1) The Contractor shall pay all “covered employees” as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City’s chief administrative officer), and shall provide required paid time off for the term of the contract (or the duration of the contracted project);
  - (a) Employees are entitled to 12 days of paid time off per year, which may be prorated subject to B.C.O. Sec. 21-82(c); and
  - (b) For a covered employer that provides employer assisted health care, the livable wage shall be at least \$19.90 per hour; and
  - (c) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$22.11 per hour.
- (2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;
- (3) Upon request of the City’s chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City’s request;
- (4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City’s designated accountability monitors or the City’s Office of City Attorney & Corporate Counsel;
- (5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LWO, or has cooperated in an investigation conducted pursuant to the LWO;
- (6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

By signing below, I certify under the pains and penalties of perjury that I have personal knowledge of the foregoing or have made a reasonable inquiry therein, and that to the best of my knowledge and belief, the foregoing is true and correct. (See 13 V.S.A. 2904(b).)

Date: 9/29/2025

DocuSigned by:  
Sandra McGuire  
851A9DD5C5CE415  
By: \_\_\_\_\_  
Contractor, or its duly authorized agent

**IMPORTANT NOTE: Effective January 1, 2025, for covered employees not under a labor agreement and not working under an agreement subject to Davis-Bacon Act compliance for highway or heavy construction, if the contract or grant amount, inclusive of amendments, is \$50,000 or greater, the vendor is required to certify payroll with each invoice. An acceptable form of certification is attached. Backup documentation may be requested in connection with random compliance audits. Certification of subcontractor or subconsultant payroll is required only upon request.**

## **Attachment 4 Outsourcing Ordinance Certificate**

### Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, Sandra McGuire, Chief Executive Officer, on behalf of HowardCenter, Inc. (Contractor) and in connection with the HCSOT [project], hereby certify under oath that (1) Contractor shall comply with the City of Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering into this contract or grant, Contractor confirms that the services provided under the above-referenced contract will be performed in the United States or Canada.

Dated at Burlington, Vermont this 29th day of September 2025.

By: DocuSigned by:  
*Sandra McGuire*  
851A9DD5C5CE415...  
\_\_\_\_\_  
Duly Authorized Agent

Vendor name \_\_\_\_\_

City of Burlington, Vermont  
Certified Payroll Record  
Living Wage Ordinance, B.C.O. § 21-84(a)



**BURLINGTON**  
V E R M O N T

B.C.O. Ch. 21, Art. VI

**Instructions to Covered Employers:** Use this form to report wages and benefits for covered employees, as defined in B.C.O. § 21-81(d). If three or fewer covered employees performed services pursuant to your agreement with the City of Burlington during the Reporting Period, then report information for each covered employee. If more than three covered employees performed services pursuant to your agreement with the City of Burlington during the Reporting Period, then report information for the three lowest paid covered employees only.

**Reporting Period:** from \_\_\_\_\_ (date) to \_\_\_\_\_ (date).

**(Note:** The Reporting Period should match the period covered by the invoice accompanying this Record.)

Employee No. 1

Initials, Last Four Digits of SSN, or other Unique Identifier: \_\_\_\_\_

Total Wages, Salary, and Tips Paid by Covered Employer During Reporting Period: \_\_\_\_\_

Total Number of Hours Worked for Covered Employer During Reporting Period: \_\_\_\_\_

Was the Covered Employee Provided Employer-provided Health Insurance as Specified in B.C.O. § 21-81(g)? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Did the Covered Employer Offer Paid Time Off Pursuant to B.C.O. § 21-82(c)? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Employee No. 2

Initials, Last Four Digits of SSN, or other Unique Identifier: \_\_\_\_\_  
Total Wages, Salary, and Tips Paid by Covered Employer During Reporting Period: \_\_\_\_\_  
Total Number of Hours Worked for Covered Employer During Reporting Period: \_\_\_\_\_  
Was the Covered Employee Provided Employer-provided Health Insurance as Specified in B.C.O. § 21-81(g)? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Did the Covered Employer Offer Paid Time Off Pursuant to B.C.O. § 21-82(c)? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Employee No. 3

Initials, Last Four Digits of SSN, or other Unique Identifier: \_\_\_\_\_  
Total Wages, Salary, and Tips Paid by Covered Employer During Reporting Period: \_\_\_\_\_  
Total Number of Hours Worked for Covered Employer During Reporting Period: \_\_\_\_\_  
Was the Covered Employee Provided Employer-provided Health Insurance as Specified in B.C.O. § 21-81(g)? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Did the Covered Employer Offer Paid Time Off Pursuant to B.C.O. § 21-82(c)? Yes: \_\_\_\_\_ No: \_\_\_\_\_

**I certify under the pains and penalties of perjury that I have personal knowledge of matters asserted herein or that I am readily familiar with, and have reviewed, the books and records of the covered employer, and that to the best of my knowledge and belief the foregoing is true and correct. I understand that the covered employer may be asked to provide reasonable backup documentation, which shall be provided upon request.**

Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

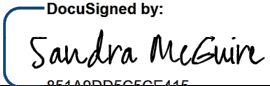
## **Attachment 5 Union Deterrence Certificate**

Certification of Compliance with the City of Burlington's  
Union Deterrence Ordinance

I, Sandra McGuire, on behalf of HowardCenter, Inc. (Contractor) and in connection with HCSOT (City contract/project/grant), hereby certify under oath that \_\_\_\_\_ Howard Center, Inc.

(Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will it over the life of the contract advertise or provide union deterrence services in violation of the City's union deterrence ordinance.

Dated at Burlington, Vermont this 29th day of September 2025.

DocuSigned by:  
By:   
051A8DD6C6CE415...

Duly Authorized Agent

## **Attachment 6 Insurance & Indemnification Requirements**

*As used in this attachment, Contractor means "Provider".*

**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](http://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. Professional Liability/Errors & Omissions:**

1. General: The Contractor shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:

(a) \$2,000,000 - Annual Aggregate/Policy Limit

(b) \$1,000,000 - Per Claim/Occurrence

2. Deductibles: The Contractor is responsible for any and all deductibles.
3. Coverage: The Contractor shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

**E. Special Coverages**

- a. Sexual misconduct -- \$1,000,000
- b. Reasonable casualty insurance in connection with premises owned or leased by Contractor in connection with this Agreement.

**F. 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 and errors & omissions/professional 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 (except errors & omissions/professional liability) shall be endorsed to waive subrogation against the City.

**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 Contractor’s acts or omissions in its 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. Without limiting the generality of the foregoing in any manner whatsoever, Contractor’s indemnification and defense obligations hereunder include any Claims arising from an alleged co-employment relationship between the City and any of Contractor’s officers, agents, employees, volunteers, or subcontractors, and any Claims arising from an alleged violation of disability access laws.

**Attachment 7**  
**Insurance Certificate & Endorsements**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Acrisure New England Partners Insurance Services, LLC
INSURED: HowardCenter Inc
CONTACT NAME: Melissa Kavanagh
PHONE: (802) 383-1621
E-MAIL ADDRESS: mkavanagh@acrisure.com

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Professional Liab, and Abuse/Molestation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Outreach Specialist Services at the Fletcher Free Library

Additional Insured status applies on a primary and non-contributory basis for the City of Burlington and its officers, employees, agents, successors, and assigns per terms and conditions of policy forms.

Waiver of Subrogation applies for the City of Burlington and its officers, employees, agents, successors, and assigns per terms and conditions of policy forms: General Liability/Auto Liability/Umbrella pending endorsement; Workers Compensation WC 00 03 13 (4-84)
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER: City of Burlington
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



### ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Acrisure New England Partners Insurance Services, LLC</b>		NAMED INSURED <b>HowardCenter Inc</b> 208 Flynn Ave. Suite 3J Burlington, VT 05401 Chittenden	
POLICY NUMBER <b>SEE PAGE 1</b>		EFFECTIVE DATE: <b>SEE PAGE 1</b>	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**  
30 days Notice of Cancellation applies per pending endorsements.

POLICY NUMBER: ZAWCI9964304

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**AS AGREED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 10/01/2024

Policy No. ZAWCI9964304

Endorsement No.

Insured HOWARD CENTER, INC.

Premium INCL.

Insurance Company ARCH INSURANCE COMPANY

DATE OF ISSUE: 10-02-24

Countersigned By \_\_\_\_\_



## MEMORANDUM

To: Burlington Board of Finance and City Council

From: Darren Springer, General Manager  
Emily Stebbins-Wheelock, CFO and Manager of Strategy & Innovation

Date: October 21, 2025

Subject: Proposed Changes to BED Miscellaneous Service Fees

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The Burlington Electric Department (BED) is seeking City Council approval to file an updated “Miscellaneous Service Fees” tariff with the Vermont Public Utility Commission. An earlier version of this proposal was approved by the Council in June 2024; we have made further updates since then and therefore are returning to seek Council approval again.

### **Background**

Miscellaneous Services include utility services undertaken in support of or in response to a request by a unique customer. BED charges distinct fees for these services on a per-occurrence basis under a PUC-approved Miscellaneous Service Fees tariff that is appended to BED’s Operating Guidelines. BED charges separately for these services in accordance with the utility rate-making principle of “cost causer pays;” because only certain customers request or require such services, it would not be just or fair to assign the cost of these services to all customers through electric service rates.

BED’s Miscellaneous Service Fees have not been updated since the current fees became effective July 1, 2010. The current fees were based on FY 2009 costs and were developed prior to BED’s deployment of advanced metering infrastructure (AMI), which enabled remote connection and disconnection of meters, among other functionality.

### **Internal Fee Review**

BED began a review of its Miscellaneous Service Fees in 2023 at the Electric Commission’s request and has updated that analysis in the past month. The current fee proposal reflects the following changes from the fees currently in effect:

- Reviewed business processes associated with all miscellaneous service fees, including degree and nature of AMI involvement
- Reviewed and updated all time and personnel involvement with each service
- Updated labor rates to FY26 levels
- Updated labor overhead rate to FY25 actual
- Updated minimum call and overtime rates per current IBEW contract

- Updated vehicle rates
- Updated materials costs as of September 2025
- Updated stores clearing rate for materials to FY25 actual
- Analyzed initial service performed for new vs. returning customers  
(In 2023, 46% were new customers and 54% returning customers)
- Analyzed depreciation on AMI-related assets (meters, servers, software)

## Proposed Changes

The proposed fee changes are outlined in the attached table, which shows the current and proposed fee title, description, and rate. The proposed changes include increases and decreases in rates, addition and elimination of fees, and wording changes, as follows:

- The Initial Service fee would decrease from \$30 and split into two categories, \$5 for Returning Customers and \$15 for New Customers.
- The Initial Service-after-hours fee would decrease from \$195 to \$109.
- The Reconnection fee would increase from \$20 to \$26 and be charged for any reconnection, not just reconnection following a disconnection for non-payment.
- The Reconnection-after hours fee would decrease from \$195 to \$130, be charged for any reconnection (not just reconnection following a disconnection for non-payment), and be charged instead of the initial service fee when reconnection accompanies a request for service.
- The Temporary Service fee would increase from \$535 to \$882.
- The Returned Check fee would increase from \$10 to \$19.
- The Meter Removal/Replacement fee would increase from \$95 to \$165. Title and description changes are proposed that would make the fee more generic and more equitable by allowing BED to charge for meter pulls that are performed for reasons other than siding work.
- The Collection fee would be eliminated.
- BED is proposing that the fees currently titled “customer assistance call” be retitled as “power problem investigation-customer responsibility” based on feedback from customers that indicated that the current label is confusing. BED is also proposing updates to the description of these fees.
  - The Power Problem Investigation-Customer Responsibility fee would increase from \$28 to \$156.
  - The Power Problem Investigation-Customer Responsibility-after hours fee would increase from \$195 to \$562.
- BED is proposing new fees for on-site disconnect/reconnect assistance, to include both single-meter and multi-meter with and without lineworker assistance with underground service. BED performed approximately 275 of these services last year, and currently does not charge for them. Typically, these requests are driven by some work being performed on the customer’s electrical service to expand, upgrade, or bring it up to code, install solar, do work on the roof, or other similar situations.
  - Disconnect/Reconnect - Single-Meter fee would be \$577
  - Disconnect/Reconnect - Single-Meter, Underground fee would be \$796

- Disconnect/Reconnect - Multi-Meter fee would be \$666
- Disconnect/Reconnect - Multi-Meter, Underground fee would be \$885.

**Customer Communication**

BED has updated its website to include information on the proposed fees, posted a message about the proposed changes on Front Porch Forum, and has included a message about the proposed changes on customer bills.

**Estimated Revenue Impact**

BED estimates that the net effect of the proposed fee changes will be an increase in annual fee revenues of \$38,346, as shown in the table below.

	Test Year - FY 2024			Adjusted Test Year			Difference
	Existing rates	Billing Determinant	Revenues	Proposed rates	Billing Determinant	Revenues	
Initial Service Fee	\$ 30.00	5,698	\$ 170,940	\$ -	-	\$ -	\$ (170,940)
Initial Service Fee-Returning Customer	\$ -	-	\$ -	\$ 5.00	3,077	\$ 15,385	\$ 15,385
Initial Service Fee-New Customer	\$ -	-	\$ -	\$ 15.00	2,621	\$ 39,316	\$ 39,316
Initial Service Fee-After-Hours	\$ 195.00	11	\$ 2,145	\$ 109.00	11	\$ 1,199	\$ (946)
Reconnection	\$ 20.00	175	\$ 3,500	\$ 26.00	175	\$ 4,550	\$ 1,050
Reconnection-After-Hours	\$ 195.00	5	\$ 975	\$ 130.00	5	\$ 650	\$ (325)
Temporary Service	\$ 535.00	0	\$ -	\$ 882.00	0	\$ -	\$ -
Returned Check	\$ 10.00	186	\$ 1,860	\$ 19.00	186	\$ 3,534	\$ 1,674
Meter Removal/Replacement	\$ 95.00	7	\$ 670	\$ 165.00	7	\$ 1,164	\$ 494
Collection	\$ 20.00	0	\$ -	\$ -	0	\$ -	\$ -
Power Problem Investigation-Customer Responsibility (Customer Assistance Call)	\$ 28.00	0	\$ -	\$ 156.00	0	\$ -	\$ -
Responsibility (Customer Assistance Call)-After-Hours	\$ 195.00	0	\$ -	\$ 562.00	0	\$ -	\$ -
	Test Year - CY 2024			Adjusted Test Year			
Disco/Reco Single-Meter	\$ -	125	\$ -	\$ 577.00	125	\$ 72,125	\$ 72,125
Disco/Reco Single-Meter with Lineworker Assistance	\$ -	56	\$ -	\$ 796.00	56	\$ 44,576	\$ 44,576
Disco/Reco Multi-Meter	\$ -	42	\$ -	\$ 666.00	42	\$ 27,972	\$ 27,972
Disco/Reco Multi-Meter with Lineworker Assistance	\$ -	9	\$ -	\$ 885.00	9	\$ 7,965	\$ 7,965
		6,314	\$ 180,090		6,314	\$ 218,435	\$ 38,346

The largest drivers of revenue change are the reduction in the initial service fees and the addition of the new disconnect/reconnect fees. Initial service fee revenue is expected to decrease by approximately \$117,000 per year, but the new disconnect/reconnect fees are expected to increase revenue by approximately \$152,000 per year.

**Electric Commission Review**

The Electric Commission unanimously recommended the attached fee proposal to the City Council by a vote at its October 8, 2025 meeting.

**PUC Review and Approval Process**

After BED files the requested fee changes with the PUC, members of the Burlington community will have the opportunity to provide comment at public hearings and through written testimony during the PUC’s thorough rate review process, which is expected to span at least several months. The rates charged to customers of Vermont public utilities must be reviewed and will be approved only if the PUC determines that the proposed rates are just and reasonable. The new fees will not go into effect unless and until

approved by the PUC. The public can learn more about PUC rate case procedures by visiting [https://puc.vermont.gov/sites/psbnew/files/doc\\_library/rate-case-procedures.pdf](https://puc.vermont.gov/sites/psbnew/files/doc_library/rate-case-procedures.pdf).

BED staff will be present at the Board of Finance meeting on October 21 and the City Council meeting on November 3, 2025 to answer any questions Councilors may have.

## **Motions**

### Board of Finance:

To approve and recommend the City Council authorize the General Manager of the Burlington Electric Department or their designee to file tariff amendments and supporting documents with the Vermont Public Utility Commission requesting changes in Burlington Electric Department's Miscellaneous Service Fees as proposed.

### City Council:

To approve and authorize the General Manager of the Burlington Electric Department or their designee to file tariff amendments and supporting documents with the Vermont Public Utility Commission requesting changes in Burlington Electric Department's Miscellaneous Service Fees as proposed.

**Burlington Electric Department  
Miscellaneous Service Fees Proposal**

Current Fee Title	Current Description	Current Fees as of 9/23/12	Proposed Fees	Proposed Fee Title	Proposed Description
Initial Service	Charged to a customer whenever the electric service is put in that customer's name at a service location	30.00	\$5.00	Initial Service-Returning Customer	Charged to <u>returning</u> customers, <u>including standing orders</u> , whenever the electric service is put in that customer's name at a service location
Initial Service	Charged to a customer whenever the electric service is put in that customer's name at a service location	30.00	\$15.00	Initial Service-New Customer	Charged to a customer <u>new to BED's service territory</u> whenever the electric service is put in that customer's name at a service location
Initial Service Fee - minimum call	Charged whenever BED personnel are called in to work during non-working hours to respond to a customer request for initial service	195.00	\$109.00	Initial Service-after-hours	Charged whenever BED personnel are called in to work <u>outside of business hours</u> to respond to a customer request for initial service
Reconnection	Charged to restore service to a customer who has been disconnected for non-payment of electric services	20.00	\$26.00	Reconnection	Charged to restore service remotely to a customer <u>whose service</u> has been disconnected; <u>this fee will be charged instead of the initial service fee when reconnection accompanies a request for service.</u>
Reconnection - minimum call	Charged whenever BED personnel are called in to work during non-working hours for the purpose of responding to a customer request for reconnection	195.00	\$130.00	Reconnection - after-hours	Charged to restore service remotely <u>outside of business hours</u> to a customer whose service has been disconnected; <u>this fee will be charged instead of the initial service fee when reconnection accompanies a request for service.</u>
Temporary Service	Normally for construction purposes; charged when temporary service of single phase, 240 volt, 100 amp characteristics or less is installed at a site	535.00	\$882.00		No change
Returned Check	Charged each time a check is not honored by the bank	10.00	\$19.00		Charged each time a check <u>or ACH/electronic payment</u> is not honored by the bank
Meter Removal/Replacement for Siding	Charged for removal and replacement of up to two meters at a service location for purpose of installing siding materials on a building	95.00	\$165.00	Meter Removal/Replacement for Siding	Charged for removal and replacement of up to two meters <u>during business hours</u> at a service location <del>for purpose of installing siding materials on a building</del>
Collection	Charged when BED personnel collects funds at a customer's service location. For example, if funds are collected during the course of the disconnection process this fee will be charged versus a disconnection fee.	20.00	\$0.00	NA	NA - recommend eliminating fee and charging only reconnect fee to restore power after payment
Customer Assistance Call	Charged whenever BED personnel are requested to visit a customer's service location and the problem is determined to be the customer's responsibility	28.00	\$156.00	Power Problem Investigation-Customer Responsibility	Charged whenever <u>a customer asks</u> BED personnel to visit <u>the customer's service location to investigate a problem with the customer's power</u> and the problem is determined to be the customer's responsibility. <u>BED will not perform work on equipment that is the customer's responsibility during a Power Problem Investigation.</u>

Current Fee Title	Current Description	Current Fees as of 9/23/12	Proposed Fees	Proposed Fee Title	Proposed Description
Customer Assistance Call - minimum ca	Charged whenever BED personnel are called in to work during non-working hours for the purpose of responding to a customer request for assistance and the problem is determined to be customer's responsibility	195.00	\$562.00	Power Problem Investigation- Customer Responsibility-after-hours	Charged whenever <u>a customer asks BED personnel are called in to visit the customer's service location work outside of business hours to investigate a problem with the customer's power for the purpose of responding to a customer request for assistance and the problem is determined to be customer's responsibility. BED will not perform work on equipment that is the customer's responsibility during a Power Problem Investigation.</u>
NA - new proposed fee	NA - new proposed fee	NA	\$577.00	Disconnect/Reconnect - Single-Meter	A Disconnect/Reconnect-Single-Meter Fee will be charged when a customer or their contractor asks BED field personnel to visit the customer's single-meter property during business hours to perform a disconnection and/or reconnection of electric service where no BED engineering work is required.
NA - new proposed fee	NA - new proposed fee	NA	\$796.00	Disconnect/Reconnect - Single-Meter, Underground	A Disconnect/Reconnect-Single-Meter, Underground Fee will be charged when a customer or their contractor asks BED field personnel to visit the customer's single-meter property during business hours to perform a disconnection and/or reconnection of electric service that requires BED lineworkers to pull underground service but does not require BED engineering work.
NA - new proposed fee	NA - new proposed fee	NA	\$666.00	Disconnect/Reconnect - Multi-Meter	A Disconnect/Reconnect-Multi-Meter Fee will be charged when a customer or their contractor asks BED field personnel to visit the customer's multi-meter property during business hours to perform a disconnection and/or reconnection of electric service where no BED engineering work is required.
NA - new proposed fee	NA - new proposed fee	NA	\$885.00	Disconnect/Reconnect - Multi-Meter, Underground	A Disconnect/Reconnect-Multi-Meter, Underground Fee will be charged when a customer or their contractor asks BED field personnel to visit the customer's multi-meter property during business hours to perform a disconnection and/or reconnection of electric service that requires BED lineworkers to pull underground service but does not require BED engineering work.

**BURLINGTON ELECTRIC DEPARTMENT  
MISCELLANEOUS SERVICE FEES TARIFF**

Initial Service Fee- <del>Returning Customer</del> :	\$ <del>30.00</del> <u>5.00</u>
<del>Initial Service Fee-New Customer</del> :	<u>\$15.00</u>
Initial Service Fee- <del>Minimum Call</del> <del>After-hours</del> :	\$ <del>195.00</del> <u>109.00</u>
Reconnection:	\$ <del>20.00</del> <u>26.00</u>
Reconnection- <del>Minimum Call</del> <del>After-hours</del> :	\$ <del>195</del> <u>130.00</u>
Temporary Service:	<del>\$535.00</del> <u>882.00</u>
Returned Checks:	\$ <del>10.00</del> <u>19.00</u>
Meter Removal/Replacement- <del>For Siding</del> :	\$ <del>95.00</del> <u>165.00</u>
<del>Collection</del> :	<u>\$ 20.00</u>
<del>Customer Assistance Call</del> <del>Power Problem Investigation-Customer Responsibility</del> :	\$ <del>28.00</del> <u>156.00</u>
<del>Minimum Call-Customer Assistance</del> <del>Power Problem Investigation-Customer Responsibility-After-hours</del> :	<del>\$195.00</del> <u>562.00</u>
<del>Disconnect/Reconnect - Single-Meter</del> :	<u>\$577.00</u>
<del>Disconnect/Reconnect - Single-Meter, Underground</del> :	<u>\$796.00</u>
<del>Disconnect/Reconnect - Multi-Meter</del> :	<u>\$666.00</u>
<del>Disconnect/Reconnect - Multi-Meter, Underground</del> :	<u>\$885.00</u>

**Explanation of Miscellaneous Services**

**INITIAL SERVICE-RETURNING CUSTOMER**

The Initial Service Fee-~~Returning Customer~~ will be charged to returning a customer's, including standing orders, whenever the electric service is put in that customer's name at a service location.

To clarify, this does mean that a current tenant moving from one service location in the city to another will pay this fee every time they move. Landlords who have electric service placed in their name between tenants will pay this Initial Service Fee regardless of the number of days that the service is in their name.

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Effective: January 1, 2012

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

**BURLINGTON ELECTRIC DEPARTMENT  
MISCELLANEOUS SERVICE FEES TARIFF**

**INITIAL SERVICE - NEW CUSTOMER**

The Initial Service Fee-New Customer will be charged to a customer new to BED's service territory whenever the electric service is put in that customer's name at a service location.

**INITIAL SERVICE - AFTER-HOURS Minimum Call- Initial Service**

An Initial Service-After-hours Minimum Call Fee will be charged whenever BED personnel are called in to work outside of business hours during non-working hours for the purpose of responding to respond to a customer request for Initial Service.

When a customer requests initiation of electric service, when BED personnel are not on duty, the customer will be informed of the Initial Service-Minimum Call-After-hours Fee. This charge must be accepted and agreed upon by the party responsible for payment prior to calling in personnel to respond to the customer's request.

**RECONNECTION**

A Reconnection Fee will be charged to restore service remotely to a customer ~~who~~ whose service has been disconnected; this fee will be charged instead of the Initial Service Fee when reconnection accompanies a request for service. for non-payment of electric services.

**Minimum Call--Reconnection RECONNECTION-AFTER-HOURS**

A Reconnection-After-hours Fee will be charged to restore service remotely outside of business hours to a customer whose service has been disconnected; this fee will be charged instead of the Initial Service Fee when reconnection accompanies a request for service.

~~A Minimum Call Fee will be charged whenever BED personnel are called in to work during non-working hours for the purpose of responding to a customer request for Reconnection.~~

When a customer requests reconnection of electric service, when BED personnel are not on duty, the customer will be informed of the Reconnection-After-hours Minimum Call Fee. This charge must be accepted and agreed upon by the party responsible for payment prior to calling in personnel to respond to the customer's request.

**TEMPORARY SERVICE**

The Temporary Service Fee, normally for construction purposes, will be charged when temporary service of single phase, 240 volt, 100 amp characteristics or less is installed at a site.

For all other temporary services, charges will be based on estimated cost.

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Effective: January 1, 2012

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

## BURLINGTON ELECTRIC DEPARTMENT MISCELLANEOUS SERVICE FEES TARIFF

### RETURNED CHECKS

The Returned Check Fee will be charged each time a check [or ACH/electronic payment](#) is not honored by the bank.

### METER REMOVAL/REPLACEMENT ~~FOR SIDING~~

A Meter Removal and Replacement ~~for Siding~~ Fee will be charged for the removal and replacement of up to two meters [during business hours](#) at a service location ~~for the purpose of installing siding materials on a building~~.

Three or more meters at a service location must be done by the property owner's certified electrician.

### COLLECTION

~~The Collection Fee will be charged when BED personnel collects funds at a customer's service location.~~

~~Typically, BED personnel do not visit customer service locations for collection purposes; however during the course of the disconnection process often funds are collected. Instead of a Disconnection Fee, customers will be charged a Collection Fee.~~

### ~~CUSTOMER ASSISTANCE CALL-POWER PROBLEM INVESTIGATION-CUSTOMER RESPONSIBILITY~~

~~A Customer Assistance Call-[Power Problem Investigation-Customer Responsibility](#) Fee will be charged whenever [a customer asks](#) BED personnel ~~are requested~~ to visit ~~a the~~ customer's service location [to investigate a problem with the customer's power](#) and the problem is determined to be the customer's responsibility. ~~BED will not perform work on equipment that is the customer's responsibility during a Power Problem Investigation.~~~~

### ~~Minimum Call-Customer Assistance~~POWER PROBLEM INVESTIGATION- CUSTOMER RESPONSIBILITY-AFTER HOURS

~~A Power Problem Investigation-Customer Responsibility-After-hours Fee will be charged whenever a customer asks BED personnel to visit the customer's service location outside of business hours to investigate a problem with the customer's power and the problem is determined to be the customer's responsibility. BED will not perform work on equipment that is the customer's responsibility during a Power Problem Investigation. If the problem is determined to be the customer's responsibility, a Minimum Call Fee will be charged whenever BED personnel are called in to work during non-working hours for the purpose of responding to a customer request for~~

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Effective: [January 1, 2012](#)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

## BURLINGTON ELECTRIC DEPARTMENT MISCELLANEOUS SERVICE FEES TARIFF

### ~~Customer Assistance.~~

When a customer requests ~~customer~~ assistance regarding their electric service, when BED personnel are not on duty, the customer will be informed of the ~~Minimum Call~~~~After-hours~~ Fee. This charge must be accepted and agreed upon by the party responsible for payment prior to calling in personnel to respond to the customer's request.

### DISCONNECT/RECONNECT-SINGLE-METER

A Disconnect/Reconnect-Single-Meter Fee will be charged when a customer or their contractor asks BED field personnel to visit the customer's single-meter property during business hours to perform a disconnection and/or reconnection of electric service where no BED engineering work is required.

### DISCONNECT/RECONNECT-SINGLE-METER, UNDERGROUND

A Disconnect/Reconnect-Single-Meter, Underground Fee will be charged when a customer or their contractor asks BED field personnel to visit the customer's single-meter property during business hours to perform a disconnection and/or reconnection of electric service where no BED engineering work is required that also requires BED to pull underground service.

### DISCONNECT/RECONNECT- MULTI-METER

A Disconnect/Reconnect-Multi-Meter Fee will be charged when a customer or their contractor asks BED field personnel to visit the customer's multi-meter property during business hours to perform a disconnection and/or reconnection of electric service where no BED engineering work is required.

### DISCONNECT/RECONNECT- MULTI-METER, UNDERGROUND

A Disconnect/Reconnect -Multi-Meter, Underground Fee will be charged when a customer or their contractor asks BED field personnel to visit the customer's multi-meter property during business hours to perform a disconnection and/or reconnection of electric service where no BED engineering work is required that also requires BED lineworkers to pull underground service.

### ADVANCED METER OPT-OUT

Customers may choose to have BED provide a meter that does not: (1) use radio or other wireless means for two-way communication between the meter and BED; and (2) records no more information than was recorded by meters in use for billing customers under the applicable BED tariff prior to January 1, 2012. These customers shall notify BED of this opt-out choice by telephone or in person at BED's offices at 585 Pine Street. Customers may choose to have such a meter

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Effective: January 1, 2012

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

**BURLINGTON ELECTRIC DEPARTMENT  
MISCELLANEOUS SERVICE FEES TARIFF**

installed at a later date, or if such a meter has been installed, removed at a later date, in either case at no charge during normal business hours by notifying BED by telephone or in person at BED's offices at 585 Pine Street.

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Effective: [January 1, 2012](#)

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

**Board of Finance and City Council Submission Checklist**

Version: April 2025

Department: BED Submitter: Darren Springer

Title/Subject: Update to BED Miscellaneous Service Fees

Approval Requested:	Meeting Date:
<input checked="" type="checkbox"/> Board of Finance	10/21/2025
<input checked="" type="checkbox"/> City Council	11/3/2025
<input type="checkbox"/> Both BOF and Council	Click or tap to enter a date.

**Instructions**

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a signoff 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.

<b>Signoff Needed</b>	<b>Received?</b>	<b>Approval Date</b>	<b>Note</b>
Department Head	Yes	10/14/2025	Darren Springer
Mayor's Office	Yes	10/16/2025	Erin Jacobsen
Board/Commission	Yes	10/8/2025	Electric Commission
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
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.



# Department of Finance and Administration

## City of Burlington

City Hall, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000

**To:** Board of Finance  
**From:** Katherine Schad, CAO and Kara Alnaswari, Director of CEDO  
**Date:** November 3, 2025  
**Subject:** Gross Receipt Information by Ward & District

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### Background

The City of Burlington introduced an ordinance governing the collection of a local gross receipts tax in 1990 that specifically gave the City the authority to impose a 2% tax on: restaurants, hotels and motels, amusements, and admissions. In 2022 the City updated its short-term rental regulations and imposed a 9% tax on these operations with 2% supporting the general fund and 7% supporting the housing trust fund until June 30, 2026 when all 9% will support the housing trust fund. Then in 2024 the hotel and motel tax was raised to 4% and the restaurant, amusements, and admissions taxes were raised to 2.5% until June 30, 2026.

As the City begins budgeting for FY27, the Board of Finance requested gross receipt information broken down geographically to better understand how this small but important source of revenue is generated across the City.

### Highlights

The attached report provides a look at the number of unique businesses and the total sales over three years as a snapshot of business health across the City. Overall, this report shows that there are 24 fewer gross receipts paying businesses in FY26 than in FY24, with 247 unique businesses paying gross receipts in FY24 and 223 in FY26. Of these 21 fewer gross receipts paying businesses, 14 of them come from the Central district, 3 from the Southern district, and 6 businesses are located in multiple districts, while the East and North districts each added a business. It should be noted, that these numbers do not capture businesses that have opened since August, nor does it capture businesses that, for example, changed from restaurant to retail. These numbers, however, do include mobile businesses such as food trucks, Farmer's Market vendors, and City Hall Park market vendors. Some of the challenges facing businesses in Burlington include street level behavior and safety concerns, inflation, construction impacts, and loss of Canadian Tourism. It should be noted that [consumer confidence](#) and [consumer spending has declined precipitously](#) in the past year due to the unstable political and economic outlook. This change in consumer behavior is not expected to reverse in the coming months and may lead to a further reduction in gross receipts as households are choosing to curb their spending.

### Next Steps

The Community and Economic Development Office (CEDO) is collaborating with the Office of City Planning to develop a Comprehensive Economic Development Strategy (CEDS) for Burlington that will dovetail into the City's overall Comprehensive Plan. The CEDS will help Burlington better chart its economic growth strategy including identifying industries of growth and ways in which the City can bolster this growth, including partnering with surrounding communities to develop regional economic policies. CEDO is also hopeful that the Situation Table, City Circle, the

increased BPD patrols and the Governor's initiative to launch a Community Accountability Court will have a positive impact on Burlington's business climate.

**Gross Receipts Sales (pre-tax), 3 Year Comparison**

Through sales month 8

FY Comparison

Wards	Sales Type	Fiscal Years			2024 to 2026	
		2026	2025	2024		
All	Unique Businesses	223	244	247	(24)	-9.7%
	Total Sales	45,717,024	51,377,489	53,424,926	(7,707,902)	-14.4%
Central District	Unique Businesses	108	122	128	(20)	-15.6%
	% of City Total	48%	50%	52%		
	Total Sales	25,113,341	28,271,815	30,368,041	(5,254,700)	-17.3%
	% of City Total	55%	55%	57%		
East District	Unique Businesses	25	24	24	1	4.2%
	% of City Total	11%	10%	10%		
	Total Sales	2,987,062	3,063,175	3,301,953	(314,891)	-9.5%
	% of City Total	7%	6%	6%		
North District	Unique Businesses	23	22	19	4	21.1%
	% of City Total	10%	9%	8%		
	Total Sales	1,391,925	1,391,408	1,124,882	267,043	23.7%
	% of City Total	3%	3%	2%		
South District	Unique Businesses	50	53	53	(3)	-5.7%
	% of City Total	22%	22%	21%		
	Total Sales	13,330,094	14,265,760	14,410,905	(1,080,810)	-7.5%
	% of City Total	29%	28%	27%		
Multiple	Unique Businesses	17	23	23	(6)	-26.1%
	% of City Total	8%	9%	9%		
	Total Sales	2,894,601	4,385,331	4,219,145	(1,324,543)	-31.4%
	% of City Total	6%	9%	8%		



# Department of Finance and Administration

## City of Burlington

City Hall, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000

Fax (802) 865-7014

**TO:** Board of Finance  
**FROM:** Bradley Kukenberger, Director of Finance  
**DATE:** November 3, 2025  
**SUBJECT:** FY2026 General Fund – Q1 Budget to Actuals Summary

### City of Burlington — Quarterly General Fund Summary

**Fund:** Fund 101 — General Fund  
**As of (info only):** FY2026 - Q1 (9/30/2025) - 25% through fiscal year

Executive Overview	
Total Revenues (YTD)	\$14,993,054
Total Expenditures (YTD)	-\$16,077,770
Net Operating Position (YTD)	\$31,070,824
% of Budget Spent (YTD)	15.4%

#### Executive Summary

- Revenues YTD: \$14,993,054; Expenditures YTD: \$16,077,770; Net YTD Operating Position: (\$1,084,716)
- Citywide spending is 15.4% of the annual expense budget through Q1, consistent with seasonal spending patterns.
- Q1 revenue (13.8%) appears low relative to the fiscal year but is **consistent with historical timing**, as most large receipts land in **Q2 and Q3**.
  - Property tax receipts, while billed quarterly, are recognized on a lagged basis as payments are processed and reconciled. Other large General Fund revenues — such as local option taxes, franchise fees, and PILOTs — follow state or contractual remittance schedules that do not align evenly with the fiscal calendar, contributing to a lower revenue realization rate through Q1.

#### Observations & Risks

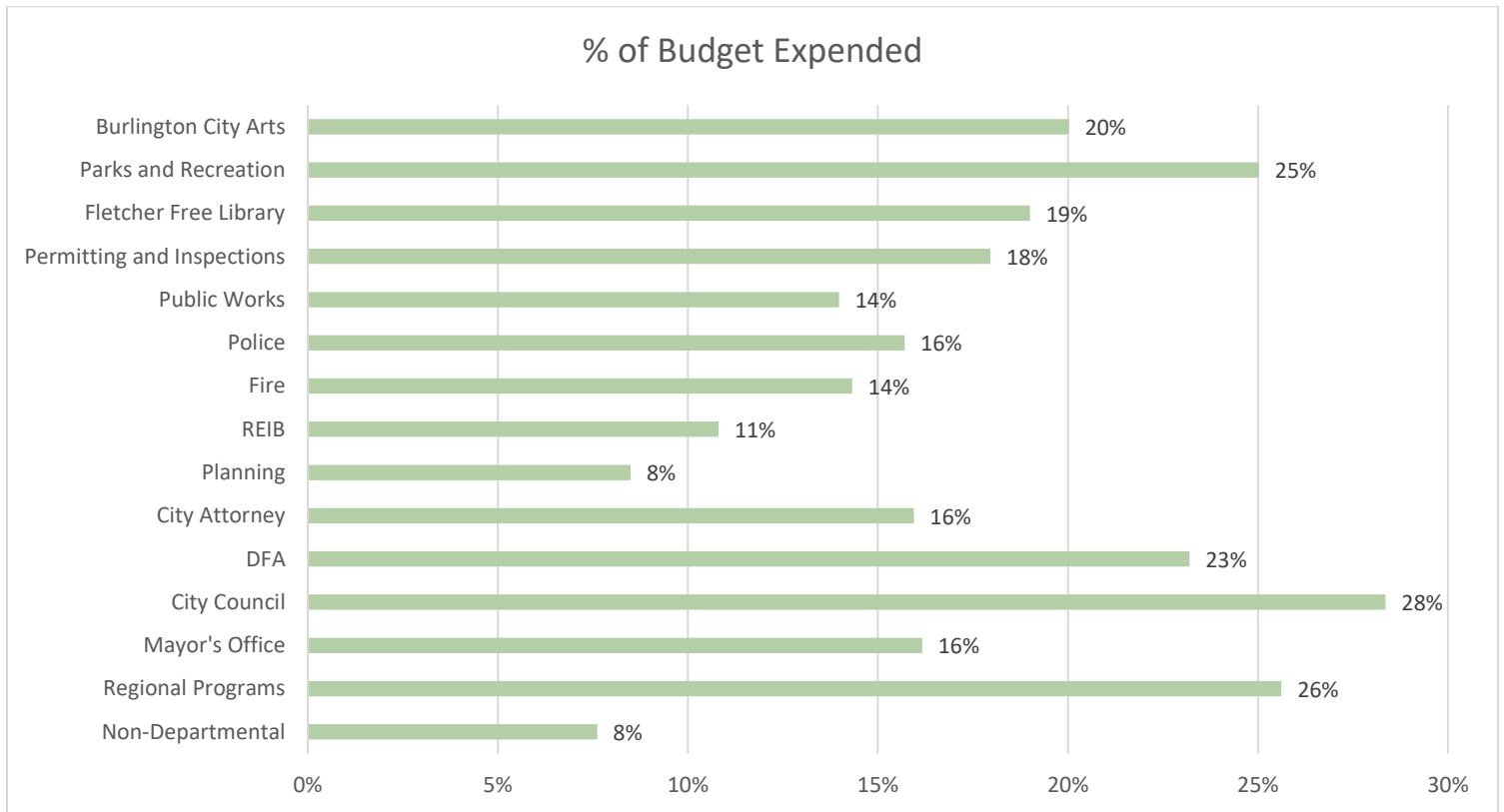
- Seasonal timing (e.g., property taxes, winter operations) remains the primary driver of Q1 results not aligning with budgeted expenses/revenues.
- We will monitor local option taxes, franchise fees, and gross receipts for early signals of consumer activity relative to budget.
- Personnel costs and overtime will be tracked for trend variances in Police/Fire/winter-maintenance OT as we approach the winter months toward the end of Q2.

#### Conclusion

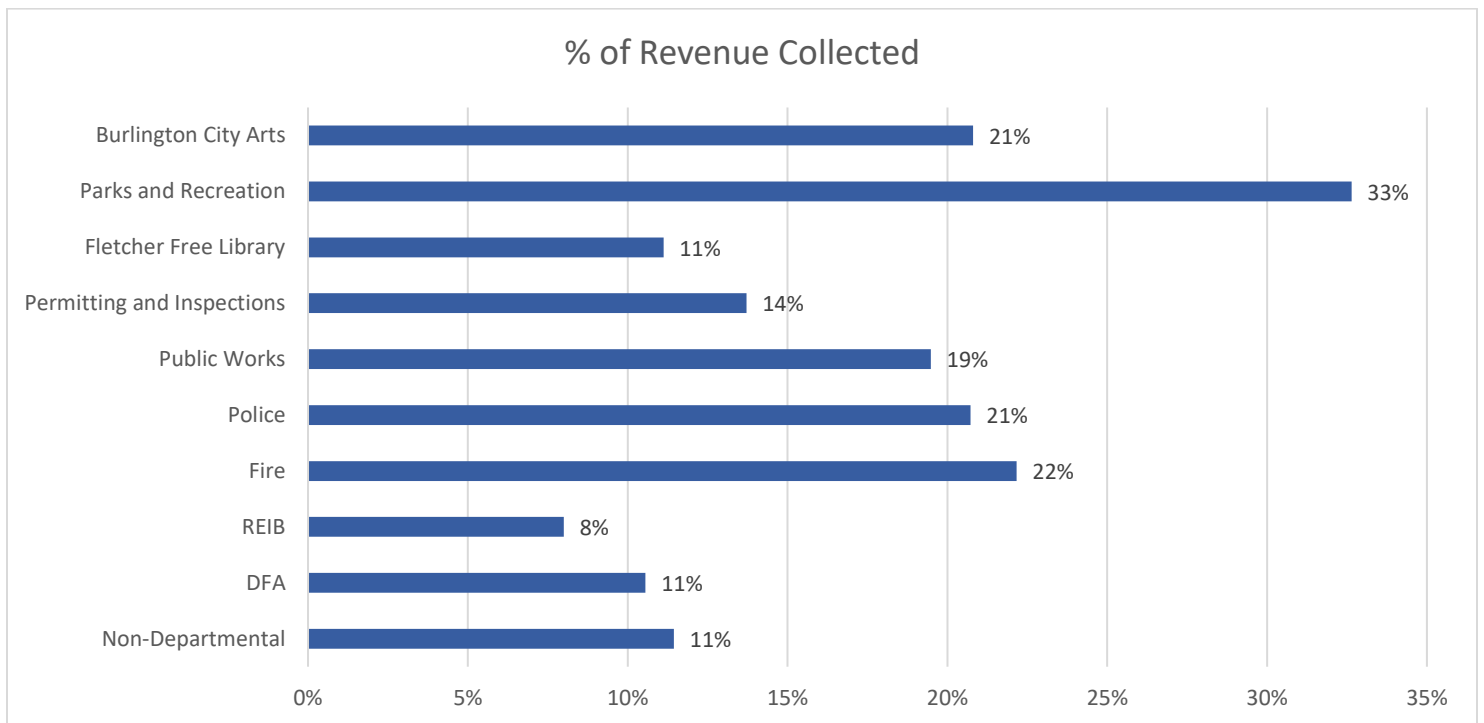
Overall, first-quarter results reflect expected seasonal dynamics within the City’s operating cycle. Expenditures are tracking proportionally with prior years, while revenues will continue to align as major tax and fee receipts are booked later in the fiscal year. No material variances or emerging fiscal risks have been identified at this stage. The Finance Department will continue to monitor trends in personnel costs, local economic activity, and revenue collections closely, providing updated analysis and variance reporting at the midyear review.

## Charts

### Department: % Expended through Q1



### Department: % Revenue Collected through Q1



## Revenues

Department	Amended Budget	Actuals YTD	% Collected	Prior Year Actuals (full year)
Department 00 - Non-Departmental	\$ 79,424,064.00	\$ 9,090,497.49	11%	\$ 74,952,497.17
Department 01 - Regional Programs	\$ -	\$ -	0%	\$ 92,980.00
Department 02 - Mayor's Office	\$ 69,413.00	\$ -	0%	\$ -
Department 04 - Clerk/Treasurer	\$ 3,912,280.00	\$ 412,960.01	11%	\$ 4,301,744.75
Department 05 - City Attorney	\$ 226,653.00	\$ 172.55	0%	\$ 267,187.10
Department 06 - Planning	\$ 30,000.00	\$ -	0%	\$ 4,000.00
Department 07 - City Assessor	\$ -	\$ 44.00	0%	\$ 10,960.00
Department 09 - REIB	\$ 50,000.00	\$ 4,000.00	8%	\$ 470,980.84
Department 12 - Dpt. of Business & Workforce	\$ -	\$ -	0%	\$ 308,997.19
Department 15 - Fire	\$ 3,652,510.00	\$ 809,601.25	22%	\$ 4,898,521.51
Department 17 - Police	\$ 1,958,403.00	\$ 405,861.63	21%	\$ 3,101,104.01
Department 19 - Public Works	\$ 7,254,074.00	\$ 1,413,320.92	19%	\$ 6,024,224.08
Department 20 - Permitting and Inspections	\$ 4,105,356.00	\$ 562,994.88	14%	\$ 3,059,583.30
Department 21 - Fletcher Free Library	\$ 33,000.00	\$ 3,669.25	11%	\$ 51,937.73
Department 23 - Parks and Recreation	\$ 5,891,988.00	\$ 1,923,240.39	33%	\$ 6,043,834.22
Department 27 - Burlington City Arts	\$ 1,762,585.00	\$ 366,691.61	21%	\$ 1,630,860.09
Department 38 - CEDO General Fund	\$ -	\$ -	0%	\$ 203,331.18
<b>Grand Total</b>	<b>\$ 108,370,326.00</b>	<b>\$ 14,993,053.98</b>	<b>14%</b>	<b>\$ 105,422,743.17</b>

## Expenditures

Department	Amended Budget	Actuals YTD	% Expended	Prior Year Actuals (full year)
Department 00 - Non-Departmental	\$ (22,671,946.00)	\$ (1,726,239.60)	8%	\$ (19,537,184.07)
Department 01 - Regional Programs	\$ (813,547.00)	\$ (208,401.59)	26%	\$ (2,856,192.35)
Department 02 - Mayor's Office	\$ (892,595.00)	\$ (144,277.27)	16%	\$ (641,594.75)
Department 03 - City Council	\$ (302,060.00)	\$ (85,658.45)	28%	\$ (171,190.06)
Department 04 - Clerk/Treasurer	\$ (3,434,289.00)	\$ (538,537.09)	16%	\$ (3,357,169.27)
Department 05 - City Attorney	\$ (1,384,947.00)	\$ (220,896.67)	16%	\$ (1,200,250.77)
Department 06 - Planning	\$ (698,479.00)	\$ (59,321.03)	8%	\$ (626,322.15)
Department 07 - City Assessor	\$ (422,323.00)	\$ (75,351.74)	18%	\$ (392,444.12)
Department 08 - Human Resources	\$ (1,625,497.00)	\$ (262,483.02)	16%	\$ (1,344,582.96)
Department 09 - REIB	\$ (808,186.00)	\$ (87,332.43)	11%	\$ (600,780.69)
Department 10 - Information Technology	\$ (2,654,818.00)	\$ (1,011,250.17)	38%	\$ (1,922,305.19)
Department 12 - Dpt. of Business & Workforce	\$ -	\$ (32,101.42)	0%	\$ (1,190,662.22)
Department 15 - Fire	\$ (18,168,365.00)	\$ (2,602,738.15)	14%	\$ (16,812,532.62)
Department 17 - Police	\$ (20,339,434.00)	\$ (3,193,810.11)	16%	\$ (19,571,463.27)
Department 19 - Public Works	\$ (11,043,426.00)	\$ (1,543,972.44)	14%	\$ (8,874,306.11)
Department 20 - Permitting and Inspections	\$ (2,331,519.00)	\$ (418,788.77)	18%	\$ (2,165,190.09)
Department 21 - Fletcher Free Library	\$ (3,037,262.00)	\$ (577,201.51)	19%	\$ (2,842,285.65)
Department 23 - Parks and Recreation	\$ (10,582,353.00)	\$ (2,648,426.94)	25%	\$ (10,492,584.64)
Department 27 - Burlington City Arts	\$ (3,184,208.00)	\$ (637,648.13)	20%	\$ (3,160,929.10)
Department 38 - CEDO General Fund	\$ -	\$ (3,333.73)	0%	\$ (1,184,060.09)
<b>Grand Total</b>	<b>\$ (104,395,254.00)</b>	<b>\$ (16,077,770.26)</b>	<b>15%</b>	<b>\$ (98,944,030.17)</b>



## Office of Mayor Emma Mulvaney-Stanak

### MEMORANDUM

To: Board of Finance and City Council  
From: Mayor Emma Mulvaney-Stanak  
CC: Katherine Schad, CAO  
Date: November 3, 2025  
Re: FY25 Budget Results

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I am presenting a FY25 Budget Results Memo to report on the close out of the last fiscal year, to offer updates and observations on assumptions built into the FY25 budget upon its adoption in June 2024, and to assist the City in clearly documenting the outcomes to ensure transparency, consistency, and accountability.

#### **Recap of FY25 Budget**

I presented, and the City Council unanimously passed, a balanced budget for FY25 that prioritized community safety, affordability for residents, and the sustainability of city operations. The budget moved away from an over-reliance on one-time funds for ongoing needs and modestly grew by 7% compared to 7.3% in FY23 and 9.1% in FY24. This budget began to move the City in the right direction to address its financial challenges, but chronic structural issues within our city budget cannot be solved in one or even a few budget cycles.

As we reported in our presentation of the FY25 budget, several factors contributed to the \$14.2 million budget gap we identified when building the budget, including the drying up of one-time, COVID-19-related federal funding, the unsustainable use of the City's fund balance (also one-time money), and less money available in our capital budget that could be used for capital-related salaries. Notably, these factors occurred within the context of continually rising personnel and operational costs due to cost-of-living adjustments, increased healthcare costs, the growth in the size of our city government, and inflation. Additionally, due to timing and inaccurate assumptions about the City's fee schedules, we were unable to implement most of the recommendations from two consultant studies (Operational Efficiency Study and User Fee Study), which together proposed approximately \$4 million in additional savings and/or new revenue for the City.

We know that these kinds of budget pressures will persist into future fiscal years and thus require action. In coordination with the FY25's budget process, we began work over the last year to right-size and modernize our city government. After examining the Operational Efficiency Study over the summer and 1 fall of 2024, we created the ModernGov Initiative. ModernGov led to several reorganizations of city departments to begin identifying which services are essential for the City to provide, how we can do this

sustainably from a city budget perspective, and how we can provide these services to the best of our ability. We also examined the User Fee Study to inform city departments on where we are undercharging for services and need to increase fees and/or implement more equity-based fee structures. We gathered department heads and senior staff who oversee budgets for the first city Budget Summit in August 2024 to review the budget building process, identify ways to improve our system and procedures, and discuss longer-term budgeting policies like multi-year budgeting and participatory and equity-based budgeting models. The conversations at the Summit informed initial concepts on how to build more affordable budgeting and tax systems that we will be able to build upon in the coming years.

**Preliminary Financial Results**

**The City’s preliminary FY25 results indicate that the City is closing the fiscal year with a small general fund surplus, with potential for a greater surplus.** This provides reassurance that Burlington’s fiscal position remains stable, which was underscored by this month’s upgrade to the City’s rating by Moody’s.

Initial FY25 financial results were presented to the Board of Finance in September 2025 and can be found [here](#), subject to final reconciliations and audit adjustments. Final financial results for FY25 will be available in early 2026 once the City’s independent auditors have completed their work and will be posted on the website [here](#). While overall budget performance was strong, we note that not all departments were able to meet their revenue budgets; this was balanced on the expense side by some departments that were significantly under budget. This trend started during the pandemic, and we will continue working to reverse it with closer monitoring by the Department of Finance and Administration and ongoing budget education and engagement with department heads and the Board of Finance.

The table below outlines the decisions we made within the FY25 budget and the outcomes as of the close of FY25 on June 30, 2025. These decisions (in the first column) were based on information we had as of June 2024, and the outcomes (in the second column) can and should be used to help inform the FY27 budget process.

FY25 Budget - Decisions and Outcomes	
Decisions as of 06/30/24	Outcomes as of 06/30/25
<b>Budget Investments</b>	
Invest in BPD and BFD to support personnel growth and to meet first responder needs within our community. <i>Note: These are the only two departments allowed to increase their budgets for FY25.</i>	Spent \$1.2M of the additional \$2.47M budgeted for Police. Hired 5/10 new officers with a limited applicant pool and 5 more CSOs. Spent \$96K towards recruitment and retention.
Propose \$2.47M more for Police to help hire 10 new officers and 5 more CSOs, and \$100K more for recruitment and retention.	Spent \$165K on BTV CARES, which reflects delays in the hiring process that didn’t allow staffing of the program until late in the fiscal year.
Invest \$344K to fund and commence the BTV CARES program with a preexisting state grant.	Spent \$1M of the additional \$1.4M budgeted for Fire due to higher-than-expected turnover. Hired 3 new fire fighters and spent \$133K in overtime to maintain the department’s Community Response

FY25 Budget - Decisions and Outcomes	
Decisions as of 06/30/24	Outcomes as of 06/30/25
<b>Budget Investments</b>	
Propose \$1.4M more for Fire to fully staff fire fighters and to fully fund CRT for the year.  Utilize 2 cents of the 3 cents authorized by voters for the public safety tax.	Team.  Utilized 2 cents of the public safety tax, noting that, per charter, it can only be used for traditional police and fire services, not mental health crisis work or other community safety needs.
Invest \$500K in additional funding for private security services.	Spent \$339K in additional security funding from private services.
Invest \$150k in hiring more security and an in-house social worker at Fletcher Free Library.	Spent \$155K to hire the security and in-house social worker.
Create a new temporary position for a Senior Advisor on Community Safety.	Filled and staffed the position in the Mayor's Office.
<b>Increases in Taxes and Fees and Revenue Changes</b>	
Increase the hotel-motel tax from 2% to 4%, and the non-lodging gross receipts tax from 2% to 2.5%. Propose the non-lodging tax increase to sunset at the end of this fiscal year; the hotel tax did not sunset. City to track gross receipts revenues and report monthly to the Board of Finance. <i>Note: This decision was expected to raise an additional \$2.4M or \$6.8M in total.</i>	<i>Gross receipts came in under the budgeted amounts by \$461K or 6%. Many economic factors contributed to this that were beyond Burlington's control, including the federal government's tariff policy with Canada and political attacks that negatively affected Canadian tourist travel, increased costs due to inflation, and continued trends to buy goods and services on-line rather than in-person/locally. Our ongoing challenges with downtown safety concerns may have also contributed to reduced foot traffic.</i>  <i>DFA did track and report regular reports to BOF throughout the year.</i>  <i>Note: When building the FY26 budget, it was determined that sunsetting the non-lodging gross receipts would create an even bigger structural budget gap given the trends in overall gross receipts figures, so it was determined by City Council and the Mayor to extend the 0.5% increase an additional year. We included a moderate gross receipt assumption in the FY26 budget by reducing \$100K over FY25.</i>

FY25 Budget - Decisions and Outcomes	
Decisions as of 06/30/24	Outcomes as of 06/30/25
<b>Budget Investments</b>	
Increase fees in Fire, BCA, and BPRW departments per User Fee Report to raise an additional ~\$650K (Fire = \$289K, BCA = \$150K, Parks = \$219K).	Fire met and exceeded budget by \$190K. BCA did not meet revenue budget overall. Parks met and exceeded budget by \$78K.
Use \$256K in opioid settlement funds.	Spent \$180K of the budgeted \$256k for the CRT program, as this was all that was needed to run the program.
Negotiate \$690k in additional revenue from PILOT agreements.	Unable to negotiate new voluntary PILOT agreements because this is much more time consuming and difficult than expected. We settled a UVMCMC MOU in the last year.
Increase CT revenue by \$600K.	Exceeded due to bond premiums coming in ahead, making up for shortfalls in other categories.
<b>Budget Savings</b>	
Institute a vacancy freeze of 18 positions across city departments to provide a one-year savings of approximately \$1 million.	<p>Froze all 18 of these positions as planned, saving the City about \$1M.</p> <p>Of these 18 frozen positions, 7 are police officer positions that the City still intends to hire. At the start of FY25, there were 17 open officer positions, and former Chief Murad determined that it was only realistic to try to hire and budget for 10 new officers per year.</p> <p>Of the remaining 11 frozen positions, 6 of those were REIB positions.</p> <p>REIB spent several months in the summer and fall of 2025 clarifying the purpose of the office and restructuring an office of 9 people in FY24 to an office of 5 FTEs as proposed in FY26, ultimately eliminating 4 of the 6 frozen positions.</p> <p><i>Note: REIB was designed to rely on one-time funds, and over FY21-24 used \$2.8M of ARPA and other one-time funds rather than using ongoing locally generated funding (general fund). This required significant review on how to sustain the department's important work when these funds ended after FY24.</i></p>

<b>FY25 Budget - Decisions and Outcomes</b>	
<b>Decisions as of 06/30/24</b>	<b>Outcomes as of 06/30/25</b>
<b>Budget Investments</b>	
Request all other city departments besides Police and Fire to reduce their budgets.	Out of 15 general fund departments, 7 reduced their budgets from FY24 to FY25.
Cut \$900k in operating expenses from various programs.	Cut about \$950k in non-staff expenses from the FY25 budget, primarily from REIB (\$450K), BCA (\$250K), and CEDO (\$250K).
Design and offer an early retirement program.	Did not offer this in FY25 due to uncertainty regarding financial outcomes.
Use \$500k of capital money to pay for capital salaries.	Used \$519K of capital money to pay for capital work in CT, DPW, and Parks.